

Support Policies

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Return Policy and Requesting a RMA

Warranty Returns

To request a return materials authorization (RMA), please complete the RMA request form in the Catamarun dashboard. If your RMA request is approved. We will correspond with OEM Warranty Center for replacement units within five business days of receiving your defective units. If no trouble is found, we will contact you before taking further action.

Online Privacy Statement

Imani Labs Limited are committed to protecting your privacy and providing you with a positive experience on our websites and in using our products and services ("Solution" or "Solutions").

This Privacy Statement applies to Imani Labs websites and Solutions that link to or reference this Statement and describes how we handle personal information and the choices available to you regarding collection, use, access, and how to update and correct your personal information. Additional information on our personal information practices may be provided in offer descriptions, supplemental privacy statements, or notices provided prior to or at the time of data collection. Certain Imani Labs websites may have their own privacy statement that describes how we handle personal information for those websites specifically. To the extent a notice provided at the time of collection or a website or Solution specific privacy statement conflict with this Privacy Statement, such specific notice or supplemental privacy statement will control.

Collection of Your Personal Information

We may collect data, including personal information, about you as you use our websites and Solutions and interact with us. "Personal information" is any information that can be used to identify an individual, and may include name, address, email address, phone number, login information (account number, password), marketing preferences, social media account information, or payment card number. If we link other data with your personal information, we will treat that linked data as personal information. We also collect personal information from trusted third-party sources and engage third parties to collect personal information to assist us.

We collect personal information for a variety of reasons, such as:

- Processing your order, including payment transactions.
- Providing you with a newsletter subscription.
- Sending marketing communications.
- Creating an account.
- Enabling the use of certain features of our Solutions.
- Personalizing your experience.
- Providing customer service.
- Managing a job application.

We and the third parties we engage may combine the information we collect from you over time and across our websites and Solutions with information obtained from other sources. This helps us improve its overall accuracy and completeness, and also helps us better tailor our interactions with you.

If you choose to provide Imani Labs with a third party's personal information (such as name, email, and phone number), you represent that you have the third party's permission to do so. Examples include forwarding reference or marketing material to a friend or sending job referrals. Third parties may unsubscribe from any future communication following the link provided in the initial message or contacting support@imanilabs.com. In some instances, Imani Labs and the third parties we engage may automatically collect data through cookies, web logs, web beacons, and other similar applications. This information is used to better understand and improve the usability, performance, and effectiveness of the website and to help tailor content or offers for you. Please read the "Cookies and Other Web Technologies" section below for more information.

Uses of Your Personal Information

- We may use your personal information for the purposes of operating our business, delivering, improving, and customizing our websites and Solutions, sending marketing and other communications related to our business, and for other legitimate purposes permitted by applicable law. Some of the ways we may use personal information include:
 - Delivering a Solution you have requested.
 - Analyzing, supporting, and improving our Solutions and your online experience.
 - Personalizing websites, newsletters and other communications.
 - Administering and processing your certification exams.
 - Sending communications to you, including for marketing or customer satisfaction purposes, either directly from Imani Labs or from our partners.

Access to and Accuracy of Your Personal Information

- We need your help in keeping your personal information accurate and up to date. We provide a number of options to access, correct, suppress, or delete your personal information:
 - You can view or edit your Cisco.com personal information and preferences online by contacting support@imanilabs.com
 - Some Imani Labs entities may act as or be considered "data controllers". When a Imani Labs entity is acting as a data controller, you can exercise your rights of access and request corrections, suppression, or deactivations under applicable data protection laws directly with that Imani Labs entity as described in the specific Solution documentation.
 - If you need additional assistance, or help with accessing, correcting, suppressing, or deleting your personal information, please feel free to contact us directly. We make good faith efforts to honor reasonable requests to access, delete, update, suppress, or correct your data. We will respond to your request within 30 days. If we are unable to honor your request, we will provide you with an explanation.

Your Choices and Selecting Your Communication Preferences

- We give you the choice of receiving a variety of information related to our Solutions. You can manage your communication preferences through the following methods:
- By following the instructions included in each promotional email from us to unsubscribe from that particular mailing.
- By sending us a message through **email** or by mail to: Imani Labs Limited, P. O. Box 50656-00100, Nairobi, Kenya. Please be sure to include your name, email address, and specific, relevant information about the material you no longer wish to receive.
- For short message services ("SMS Services"), by replying "STOP", "END", or "QUIT" to the SMS text message you have received.
- These choices do not apply to service notifications or other required communications that are considered part of certain Solutions, which you may receive periodically unless you stop using or cancel the Solution in accordance with its terms and conditions. With your permission, we may also share your personal information with Imani Labs business partners or vendors, so they may send you information about products or services that may be of interest to you. To opt-out of Imani Labs sharing with third parties for their marketing purposes, please send an email to support@imanilabs.com
- By using our websites, Solutions, or otherwise providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use. For example, if we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on our websites, by sending an email, or otherwise contacting you.

Sharing Your Personal Information

We may share your personal information with third parties for the purposes of operating our business, delivering, improving, and customizing our Solutions, sending marketing and other communications related to our business, and for other legitimate purposes permitted by applicable law or otherwise with your consent.

We may share personal information in the following ways:

- Within Imani Labs and any of our worldwide subsidiaries for purposes of data processing or storage.
- With Imani Labs business partners or vendors, so that they may share information with you about their products or services. To opt-out of sharing with third parties for their marketing purposes, please send an email to support@imanilabs.com
- With business partners, service vendors, authorized third-party agents, or contractors to

provide a requested Solution, service or transaction. Examples include, but are not limited to: processing of orders and credit card transactions, hosting websites, hosting seminar registration, assisting with sales-related efforts or post-sales support, and providing customer support.

- In connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or to another company.
- In response to a request for information by a competent authority if we believe disclosure is in accordance with, or is otherwise required by, any applicable law, regulation or legal process.
- With law enforcement officials, government authorities, or other third parties as necessary to comply with legal process or meet national security requirements; protect the rights, property, or safety of Imani Labs, its business partners, you, or others; or as otherwise required by applicable law.
- In aggregated, anonymized, and/or de-identified form which cannot reasonably be used to identify you.
- If we otherwise notify you and you consent to the sharing.

Security of Your Personal Information

We intend to protect the personal information entrusted to us and treat it securely in accordance with this Privacy Statement. Imani Labs implements physical, administrative, and technical safeguards designed to protect your personal information from unauthorized access, use, or disclosure. We also contractually require that our suppliers protect such information from unauthorized access, use, and disclosure. The Internet, however, cannot be guaranteed to be 100% secure, and we cannot ensure or warrant the security of any personal information you provide to us.

Retention of Personal Information

We will retain your personal information as needed to fulfill the purposes for which it was collected. We will retain and use your personal information as necessary to comply with our business requirements, legal obligations, resolve disputes, protect our assets, and enforce our agreement

Use of Cookies and other Web Technologies

Like many websites, Imani Labs uses automatic data collection tools, such as cookies, embedded web links, and web beacons. These tools collect certain standard information that your browser sends to our website. Examples include your browser type and the address of the website from

which you arrived at our website.

They may also collect information about:

- Your Internet Protocol (IP) address. This is a number automatically assigned to your computer or device whenever you connect to the Internet. It is a unique address assigned by your Internet service provider or IT department on a TCP/IP network. Among other things, the IP address allows web servers to locate and identify your device.
- Clickstream behavior. This includes, for example, the pages you view and the links you click. These tools help make your visit to our website easier, more efficient, and more valuable by providing you with a customized experience and recognizing you when you return.

Our website includes widgets. Widgets are interactive mini-programs that run on our site to provide specific services from other companies. Examples include displays of news, opinions, videos, and more. Personal information, such as your email address, may be collected through widgets. Widgets may also set cookies to enable them to function properly. Information collected by a widget is governed by the privacy policy of the company that created the widget.

Some web browsers may give you the ability to enable a "do not track" feature that sends signals to the websites you visit, indicating that you do not want your online activities tracked. This is different from blocking or deleting cookies, as browsers with a "do not track" feature enabled may still accept cookies.

No industry standard currently exists on how companies should respond to "do not track" signals, although one may develop in the future. Imani Labs websites do not currently recognize and respond to "do not track" signals. If we do in the future, we will describe how in this Privacy Statement.

We partner with third parties to display advertising on our website or to manage our advertising on other sites. Our third-party partners may use cookies or similar technologies in order to provide you with advertising based on your browsing activities and interests.

Linked Websites

We may provide links to other third-party websites and services that are outside our control and not covered by this Privacy Statement. We encourage you to review the privacy statements posted on those websites (and all websites) you visit.

Forums and Chat Rooms

If you participate in a discussion forum, local communities, or chat room on a Imani Labs website, you should be aware that the information you provide there (i.e. your public profile) will be made broadly available to others, and could be used to contact you, send you unsolicited messages, or for purposes neither Imani Labs nor you have control over. Also, please recognize that individual

forums and chat rooms may have additional rules and conditions. Imani Labs is not responsible for the personal information or any other information you choose to submit in these forums. To request removal of your personal information from our blog or community forum, contact us at support@imanilabs.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

Children's Privacy

Imani Labs encourages parents and guardians to take an active role in their children's online activities. Imani Labs does not knowingly collect personal information from children without appropriate parental or guardian consent. If you believe that we may have collected personal information from someone under the applicable age of consent without proper consent, please let us know using the methods described in the Contact section and we will take appropriate measures to investigate and address the issue promptly.

How to Contact Us

We value your opinions. Should you have questions or comments related to this Privacy Statement, please email our team at support@imanilabs.com.

Updates to this Privacy Statement

We may update this Privacy Statement from time to time. If we modify our Privacy Statement, we will post the revised version here, with an updated revision date. You agree to visit these pages periodically to be aware of and review any such revisions. If we make material changes to our Privacy Statement, we may also notify you by other means prior to the changes taking effect, such as by posting a notice on our websites or sending you a notification. By continuing to use our website after such revisions are in effect, you accept and agree to the revisions and to abide by them.

Website Terms of Use

Welcome to www.catamarun.com (the "**Site**"), owned and operated by Imani Labs Limited ("**Imani Labs**"). By using the Site in any way, including any service made available at the Site, you are agreeing to comply with and to be bound by these Terms of Use and all rules, policies and disclaimers posted on the Site or about which you are notified (collectively, "**Terms**"). Please review these Terms carefully before using the Site. **By using the Site, you agree to be bound by these Terms. If you do not agree with all of the Terms, do not use the Site.**

The terms "**you**," "**your**," and "**yours**" refer to you, the user of the Site. The terms, "**we**," "**us**," and "**our**" refer to Imani Labs Limited.

Changes to the Terms

We may periodically make changes to these Terms, in our sole discretion. When we do, we will update the "Last Updated". It is your responsibility to review the most recent version of these Terms and remain informed of any changes. You agree that your continued use of the Site after the effective date of any changes will constitute your acceptance of the changed Terms for your continued use.

Access to the Site; Account Registration

We do not provide you with the equipment to access the Site. You are responsible for all fees charged by third parties to access the Site (e.g., charges by internet service providers).

You must register for an account to use certain services. Your registration for and use of an account will be governed by the End Customer Agreement, available at <https://help.infopi.io/books/help-center/page/end-customer-agreement> and any other applicable agreement related to your use of particular Imani Labs software and products.

Changes to the Site

We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Site without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site.

Limited License

Subject to these Terms, Imani Labs grants you a limited, revocable license to access and use the Site solely to support your use of Imani Labs products and services within your organization as intended by Imani Labs. No other use of the Site is authorized.

Software License

Your use of any software you download from the Site is governed by the separate license terms accompanying or referenced in that software or download.

Restrictions

You must comply with all applicable laws when using the Site. Except as may be expressly permitted by applicable law or expressly permitted by us in writing, you will not, and will not permit anyone else to: (a) store, copy, modify, distribute, or resell any information or material available on the Site ("**Site Content**") or compile or collect any Site Content as part of a database or other work; (b) use any automated tool (e.g., robots, spiders) to use the Site or store, copy, modify, distribute, or resell any Site Content; (c) rent, lease, or sublicense your access to the Site; (d) use the Site or Site Content for any purpose except for your own personal use; (e) circumvent or disable any digital rights management, usage rules, or other security features of the Site; (f) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Site or Site Content; (g) use the Site in a manner that threatens the integrity, performance, or availability of the Site; or (h) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Site or Site Content.

Ownership

We or our affiliates or licensors, or applicable third parties, retain all right, title, and interest in and to the Site and Site Content and any trademarks, logos, or service marks displayed on the Site or in Site Content ("**Marks**"). The Site, Site Content, and Marks are protected by applicable intellectual property laws and international treaties. You are not permitted to use any Marks without the prior written consent of Imani Labs or such third party which may own the Mark.

Disclosure; Forward-Looking Statements

Some of the information on this Site may contain projections or other forward-looking statements regarding future events or the future financial performance of Imani Labs. We wish to caution you that these statements are only predictions and that actual events or results may differ materially. We refer you to identify important factors that could cause the actual results to differ materially from those contained in our projections or forward-looking statements, including, among others, potential fluctuations in quarterly results, dependence on new product development; rapid technological and market change, acquisition strategy, manufacturing risks, risks associated with Internet infrastructure, volatility of stock price, financial risk management, and future growth subject to risks.

Privacy Policy

Our Privacy Policy (<https://help.infopi.io/books/help-center/page/online-privacy-statement>) is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully for information relating to our collection, use, storage and disclosure of personal information, including registration and other information about you that we collect through the Site.

Links and Third Party Content

The Site may contain links to third party products, services, and websites. We exercise no control over any third party products, services, and websites and we are not responsible for their performance, do not endorse them, and are not responsible or liable for any content, advertising, or other materials available through the third party products, services, and websites. We are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods or services available through the third party products, services, and websites.

Additionally, if you follow a link or otherwise navigate away from the Site, please be aware that these Terms, including the Privacy Policy, will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third party websites to which you navigate to from the Site.

Promotions

From time to time, we may offer promotions to Site visitors or registered Site users. To be eligible for a promotion, you must, for the duration of the promotion, reside in a jurisdiction in which the promotion is lawful. If you take part in any promotion, you agree to be bound by the specific promotion rules and by the decisions of Imani Labs and our designees, which are final in all matters relating to any promotion. Any awards provided by us or our sponsors or partners are at our sole discretion. We and our designees reserve the right to disqualify any entrant or winner in our absolute discretion without notice. Any applicable taxes on any award are the sole responsibility of each winner.

Feedback

Imani Labs may provide you with a mechanism to provide feedback, suggestions, and ideas about the Site or us ("**Feedback**"). You agree that we may, in our sole discretion, use the Feedback you provide in any way, including in future modifications to the Site, our products, or services. You hereby grant us a perpetual, worldwide, fully transferable, irrevocable, royalty-free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner for any purpose.

Disclaimer of Warranties

YOUR USE OF THE SITE AND SITE CONTENT, INCLUDING YOUR SUBMISSION OF FEEDBACK, IS AT YOUR SOLE RISK. THE SITE AND SITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IMANI LABS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SITE OR SITE CONTENT, AND YOU RELY ON THE SITE AND SITE CONTENT AT YOUR OWN RISK. ANY MATERIAL YOU RECEIVE THROUGH THE SITE IS OBTAINED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IMANI LABS OR THROUGH OR FROM THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Limitation of Liability

IMANI LABS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF IMANI LABS HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF THE SITE AND SITE CONTENT. UNDER NO CIRCUMSTANCES WILL IMANI LABS TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR SITE CONTENT, IN WHICH CASE LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

Indemnity

You will indemnify and hold Imani Labs, and its subsidiaries, affiliates, officers, agents, and employees, harmless from any costs, damages, expenses, and liability caused by your use of the Site or Site Content, your submission of Feedback, your violation of these Terms, or your violation of any rights of a third party through use of the Site or Site Content.

Legal Notices

These Terms will be governed by and construed in accordance with the laws of the Republic of Kenya without regard to principles of conflicts of law. You submit to the jurisdiction of the state judicial courts, with respect to any action or proceeding arising out of or in any way related to these Terms, and you hereby waive any venue or other objection which you may have to any such action or proceeding being brought in the state judicial courts.

No failure or delay by us in exercising any right under these Terms will constitute a waiver of that right. If any portion of these Terms is held invalid by a court of competent jurisdiction, then such portion will be deemed to be of no force or effect, and these Terms will be construed as if such portion had not been included. The headings used in these Terms are for convenience of reference only and do not affect the meaning or construction of these Terms.

Contacting Imani Labs

If you have any questions or concerns about the Site or these Terms, please send us a thorough description by **email**, or write to us at:

Imani Labs LTD
Attention: Legal Department
P. O. Box 50656-00100,
Nairobi, Kenya

End Customer Agreement

This End Customer Agreement (this "**Agreement**") is an agreement between us (Imani Labs, limited liability company ("**Imani Labs**")) and you, the end customer and purchaser of our products or services ("**Customer**"). It forms a binding agreement between us, and it governs your purchase and use of the Products.

You and Imani Labs may each be referred to as a "**Party**" and collectively as the "**Parties**." Please keep in mind that your use of the Products after changes to this Agreement are published at <https://help.infopi.io/books/help-center/support-policies> will constitute your acceptance of the changes. Any material changes are considered effective upon the earlier of (i) your continued use of the Products once you know about the changes, and (ii) 30 days after they are published. There is a glossary of defined terms at the end of this Agreement.

Article 1 Licenses and Restrictions.

1.1. Paid Licenses. Subject to the terms and conditions of this Agreement, and your payment for the Products and compliance with this Agreement, Imani Labs grants you and your affiliates (i) a non-sublicensable, non-exclusive, non-transferable license (ii) rights to use the Hosted Software via the Internet (the "**Hosted Software License**"), in each case until the Co-Termination Date or the earlier termination of this Agreement. The Support Services we provide to you are included in the cost of the Hosted Software License.

1.2. Restrictions. You agree that you will not (and you will not permit any of your Network Users) to directly or indirectly reverse engineer the Products or otherwise attempt to discover the source code or algorithms of Imani Labs Software. In addition, you agree not to interfere with the Hosted Software, or attack or disrupt the Hosted Software, including through denial of service (DoS), unauthorized access, monitoring or crawling, or distribution of malware.

Article 2 Customer Responsibilities.

2.1. Use of Products. You agree to use the Products only in accordance with the specifications (the "**Specifications**") available on our website, and you (not Imani Labs) are solely responsible for maintaining administrative control over your Hosted Software account.

2.2. Compliance with Laws. You agree to comply with all applicable laws in your use of the Products, including export laws and regulations of Kenya or any other country. To that end you will ensure that none of the Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. If Imani Labs detects any Products operating in violation of such laws they may be removed from your account following written notice to you (in the form of an email).

Article 3 Ownership; Customer Data.

3.1. Rights. As between you and Imani Labs, Imani Labs owns and reserves all rights with respect to the Software. In addition, you hereby assign to Imani Labs all of your interest in any feedback you convey to us related to the Software. Imani Labs may incorporate modifications into the Hosted Software, the Documentation at any time.

3.2. Customer Data. By using your Hardware, you understand and agree that you are collecting data regarding the devices that connect to your Network and how your Network is being used, including the types of data described below. By means of the Hardware, you are then transferring that data to Imani Labs for processing and storage, including data that may contain personally identifiable information of your Network Users (collectively, "**Customer Data**"). Imani Labs may process and store Customer Data in the Kenya or outside of the country where it was collected. That said, the Software include functionality that limits or restricts the types of information collected, and you may certainly make use of that functionality. You retain all right, title and interest in and to your Customer Data, except Imani Labs is permitted to use Customer Data as reasonably required to provide the Software services and, only to the extent necessary, to protect our rights in any dispute with you or as required by law. It is your responsibility to provide notice to, and obtain any necessary consents from, your Network Users regarding collection, processing, transfer and storage of Customer Data.

3.2.1. Traffic Information. "**Traffic Information**" means information about devices that connect to your Network, such as MAC address, device name, device type, operating system, geolocation information, and information transmitted by devices when attempting to access or download data or content (e.g., hostnames, protocols, port numbers, and IP addresses) via your Network. We process and store Traffic Information on your behalf so you can monitor the use and performance of your Network and exercise control (such as network traffic shaping) over the traffic on your Network.

3.3. Publicity. We may use your company name and logo in customer lists on our website and collateral.

Article 4 Term and Termination.

4.1. Term. This Agreement will be effective until the expiration of the Term (the "**Co-Termination Date**"), unless earlier terminated per [Section 4.2](#) below. If you subsequently purchase additional Hosted Software Licenses, the Co-Termination Date will be adjusted so that all of your Hosted Software Licenses (including the new ones) terminate on the same date. This adjusted Co-Termination Date is calculated by (i) determining the aggregate amount of time that your new Hosted Software Licenses extend past your existing Co-Termination Date, and (ii) distributing that amount of time among all of your Hosted Software Licenses (including both new and existing ones) pro rata based on the one-year list price for each type of Hosted Software License.

4.2. Termination. You may terminate this Agreement for any reason effective upon 30 days prior written notice to Imani Labs. Imani Labs may suspend your use of the Software at any time if Imani

Labs reasonably believes that you have breached the terms of Sections 1.2, 2.2 or 3.2; if such breach remains uncured for 10 days following receipt of notice from Imani Labs, then Imani Labs may terminate this Agreement immediately. You may terminate this Agreement for cause if we breach any material obligation of ours under this Agreement and fail to cure such breach within 10 days following receipt of written notice from you. If you terminate this Agreement for cause, you will receive a refund equal to the value of the remaining time on your Hosted Software Licenses.

4.3. Effect of Termination. Upon any termination of this Agreement, the Licenses and the Support Services will automatically terminate. Sections 1.2, 3.2 and 5.3 will survive any termination of this Agreement.

Article 5 Warranties.

5.1. Service Level Agreement. The Service Level Agreement available at <https://help.infopi.io/books/help-center/page/hours-and-sl-as> is your exclusive remedy for any interruptions in the availability of the Hosted Software.

5.3. Disclaimer of Warranties. Except as set forth in Sections 5.1 Imani Labs disclaims all warranties, express, implied, statutory, or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement, or title. Imani Labs assumes no responsibility for any damages to Customer's hardware, software, or other materials.

Article 6 Indemnity.

6.1. General. Imani Labs will defend any claim(s) against Customer that a Products provided under this Agreement infringes third party patents, copyrights or registered trademarks (the "**Claim**") and will indemnify Customer against the final judgment entered by a court of competent jurisdiction or any settlements arising out of a Claim. Customer shall (i) promptly notify Imani Labs in writing of the Claim (or threat thereof), and any subsequent litigation updates, (ii) cooperate with Imani Labs in the defense of the Claim (including any statements to third parties regarding the Claim), and (iii) grant Imani Labs full and exclusive control of the defense and settlement of the Claim and any subsequent appeal. If Customer fails to notify Imani Labs promptly of the Claim, and that failure prejudices Imani Lab's ability to defend, settle or respond to the Claim, then Imani Labs obligation to defend or indemnify Customer with respect to that Claim will be reduced to the extent Imani Labs has been prejudiced. In addition, such failure to provide prompt notification shall relieve Imani Labs of any obligation to reimburse for Customer attorneys' fees incurred prior to notification.

Article 7 Limitation of Liability. Neither party will be liable for indirect, incidental, exemplary, special, or consequential, damages; loss or corruption of data; or loss of revenues, profits, goodwill, or anticipated sales or savings. In no event will Imani Labs total cumulative liability to Customer and anyone who uses the Products through Customer's account exceed the aggregate amount Customer has paid to Imani Labs.

Article 8 Confidentiality. The parties will protect each other's Confidential Information. The party receiving Confidential Information will exercise at least the same degree of care that it uses

to protect its own Confidential Information of a similar nature, but in no event less than reasonable care. Confidential Information does not include information that (a) is or was lawfully received by the recipient from another party without confidentiality obligations, (b) becomes available in the public domain through no action or inaction of the recipient, or (c) is developed independently by the recipient without reference to the discloser's Confidential Information.

Article 9 Miscellaneous. This Agreement is the entire agreement between you and us and supersedes all prior agreements and understandings regarding the Products. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of Kenya without reference to conflicts of law rules. For any dispute relating to this Agreement, the Parties consent to personal jurisdiction and the exclusive venue of the courts in Nairobi County, Nairobi. Communications we send to you electronically will be deemed to be in writing. Any notice you provide to us under this Agreement will be in writing and sent by overnight courier or certified mail (receipt requested) to the address above. If any provision of this Agreement is found unenforceable, this Agreement will be construed as if it had not been included.

Article 10 Additional Definitions.

"Confidential Information" means non-public confidential or proprietary information of the disclosing party that is clearly marked confidential or should be reasonably assumed as confidential given the nature of the information and the circumstances of disclosure.

"Documentation" means any user instructions, manuals, Specifications, or other documentation provided by Imani Labs for informational purposes at <https://portal.catamarun.com> that relate to the Products, including any modifications.

"Hardware" means hardware products you have purchased, received in a product trial, promotion, or beta test, or otherwise running on your Network.

"Hosted Software" means the Imani Labs proprietary, web-based software platform, including the interface known as the "Dashboard," Systems Manager and any API provided by Imani Labs.

"Location Analytics" means the Location Analytics features of the Hosted Software.

"Network" means your local area network, created in whole or in part by use of the Products.

"Network User" means anyone who obtains access to your Network or uses a device that you manage with Systems Manager.

"Products" means the the Software, the Documentation, and the Support Services.

"Software" means the Hosted Software, and any other software provided by Imani Labs under the terms of this Agreement.

"Support Services" means the customer support services described at catamarun.com

"Systems Manager" means Imani Labs web-based mobile device management software.

"Term" means the term of the Hosted Software License you have purchased or received in a product trial, as modified each time you purchase additional Hosted Software Licenses so that all your Hosted Software Licenses expires at the same time in accordance with the provisions of Section 4.1.