

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-slals> 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.

Revision #11

Created 4 July 2019 09:41:16 by sysadmin

Updated 4 July 2019 10:52:04 by sysadmin