SOFTWARE (FOCASSCORE) TERMS OF SERVICE

These are general terms of the service that applies to all clients. Additional terms and conditions are defined as per the signed offer agreement specific to each client, TnCs on the signed summary agreement overrides the general TnCs herein.

NB: Baroseq and FOCAS can be used interchangeably in this agreement

Terms apply to parties as defined here (Between Baroseq Kenya limited and client (Client refers to an Individual/Organization/Entity/institution or such party that maybe interested in is using the software)

Recitals

WHEREAS Vendor provides a customer service feedback software(FOCAS) and managed services

WHEREAS, Client wants to customer service feedback software(FOCAS)

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Service and Software

Software: FOCAS is an internet based application that enables service companies to receive and monitor feedback from customers about the quality of customer service on offer at its outlets. From a dashboard, real time information can be received from the mobile devices displayed in the outlets that customers can freely and conveniently access.

Service: Hosting, maintenance and back-up for the Mobile App on Vendor's hosting environment

2. Pricing in Ksh: This will vary from client to client based on the size of the organization

FOCAS software	TBA
FOCAS Terminal	TBA
Monthly service charge	TBA

* Unit refers to each branch or outlet that the organization wishes to deploy the FOCAS software at.
* 6 months minimum contract.
* Deployment to be done once initial payment is received.
* The maintenance of the FOCAS Digital Terminal is the responsibility of the client.
* All payments in USD

3. Payment Terms:
FOCAS software and related charges will be paid upfront. If a client opts for monthly subscription, then thee payment will be at the beginning of every month and not in arrears. Monthly service charge will be paid monthly until this contract is abrogated, with the minimum of 6 months in contract.

4. Tech Support

Error correction services, consisting of the Developer using all reasonable efforts to design, code and implement programming changes to the software.

5. <u>Service Level Agreement:</u>

(a)   <u>Operation</u>. Vendor will make the customer service feedback software(FOCAS) and the hosting environment available for User access seven (7) days/week, twenty-four (24) hours/day.

(b)   <u>Scheduled and Unscheduled Downtime</u>. Vendor is permitted to perform periodic maintenance on (FOCAS) for purposes of system upgrades, maintenance, and backup procedures ("Scheduled Downtime"). All Scheduled Downtime will either be performed seamlessly to the Users (so that they are unaware of the Scheduled Downtime) or, if not seamless, Vendor will

(i) provided advance notice to the Client (Vendor to provide such notice through prominently displaying the planned Scheduled Downtime on the Mobile App through the User log-in screen); In addition to Scheduled Downtime meeting the requirements of this Section, there may be events that from time to time will make the system inaccessible for a limited amount of time due to unforeseen software, hardware, network, power and/or Internet outages ("Unscheduled Downtime"). Service interruptions shall not interrupt with the daily usage of the software.

(c) <u>Warranty.</u> (FOCAS) is not obliged to render any obligations under the Contract if there is a defect on devices (Hardware, Terminal) due to any of the following circumstances.

1.   Incorrect installation or incorrect commissioning not authorized by Ambition
2.   Modifications, changes or attempted repairs not authorized by (FOCAS)
3.   Damage as a result of mishandling of the device
4.   Damage as a result of installing any other software that has not been approved by (FOCAS) and may have malware or viruses that could result in this damage

 6. <u>Data Security And PCI Compliance:</u>

Vendor shall implement and maintain appropriate administrative, technical (including, without limitation, encryption and virus/spyware scanning) and physical safeguards, procedures and practices to
(i) Comply with the appropriate Data Security Standards
(ii) Ensure the security, confidentiality, integrity and authorization of all information transmitted electronically between the parties, and between Vendor and Users, however stored, retained, maintained, saved or held by Vendor ("Electronic Information");
(iii)   Protect against any anticipated threats or hazards to the security, confidentiality or integrity of Electronic Information; and
(iv)   Protect against unauthorized use, destruction, modification or disclosure of Electronic Information. Vendor shall not retain credit card information of Users (except last four digit identifiers for transaction verification) after transmission of transactions to the credit card issuers.

7.   <u>Intellectual Property License and Warranty:</u>
Vendor hereby grants to Client a license to install and use the software to install and use. The term "intellectual Property Rights" means all copyrights, patents, trademarks, trade secrets, proprietary rights and other intellectual property rights, including the right to grant a license in the form hereof. The software together with all Software embedded therein, both the object code and source code, all Intellectual Property Rights therein, all Vendor Confidential Information contained therein or related thereto, together with all javascripts, domain names, materials in HTML or XML, design documents and testing scripts contained in or related to such Mobile App and Software is solely owned by Vendor. Vendor warrants that the rights granted herein do not infringe the Intellectual Property Rights of any third party.

8.   <u>Indemnity:</u>
Vendor will indemnify and hold harmless Client and their respective subsidiaries, affiliated companies and divisions, and their directors, officers, employees and agents (collectively, the "Indemnitees"), from and against any and all claims, actions, proceedings, losses, profits, liabilities, judgments, penalties, liens, forfeitures, fines, damages

(including liquidated, consequential and punitive damages), costs and expenses, including counsel fees and costs of settlement (collectively referred to as "Claims"), which shall arise or result from any breach or alleged breach of this agreement, including without limitation, Vendor's obligations under the Service Level Guaranty, Intellectual Property Warranty and Data Security and PCI Compliance terms.

9. Confidentiality and Non-Disclosure:

(a) Definition. For the purposes of this Agreement, the term "Confidential Information" shall include all information that is not known by, or generally available to the public at large and that concerns the business or affairs of Client, as well as any and all materials provided to Vendor by Client, including information concerning or resulting from research work performed by Client, information concerning Client's financial condition, financial operations, purchasing activities, sales activities, marketing activities, and business plans, information acquired or compiled by Client concerning actual or potential distributors and customers, including, but not limited to, the names and addresses of the distributors selling Client's products and customers buying Client's products.

(b) Obligations. Vendor will receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, Vendor shall (except as expressly authorized by prior written consent of the other party):

(i) Limit access to Confidential Information to its employees who need-to-know such information in connection with their work for the party;

(ii) Advise those employees who have access to the Confidential Information of the proprietary nature of such information and of the obligations contained in this Agreement;

(iii) Take appropriate action by agreement or instruction with the employees having access to the Confidential Information to fulfill the party's obligations under this Agreement;

(iv) Safeguard all of the Confidential Information by using a reasonable degree of care, but not less than that degree of care used by the party in safeguarding its own information or material;

(v) Use all of the Confidential Information solely for the purposes expressly intended; and (6) not disclose any Confidential Information to third parties.

(c) Exclusions. The confidentiality obligations of Vendor shall not apply to Confidential Information which is:

(i) in the possession of a party prior to its disclosure by the other party; (ii) publicly disclosed by a party or otherwise a matter of public or general knowledge; (iii) lawfully received by a party from a third party without restriction on disclosure or use; or (iv) required by law to be disclosed. In the event that Vendor is requested or compelled by court order, decree or subpoena, or other process or requirement of law to disclose Confidential Information Vendor shall provide Client with prompt notice of any such disclosure requirement (unless such notice is prohibited by law) so that Client may, at its option and expense, seek a protective order or other appropriate remedy.

(d) Vendor will, upon termination of this Agreement or at any time upon request from Client, immediately return all tangible materials within his possession, custody or control containing or reflecting any portion of the Confidential Information and shall make no further use of the same.

(e) Vendor specifically acknowledges and agrees that a remedy at law for any breach of the foregoing obligations undertaken by Vendor will be inadequate and that Client will be entitled in the ease of a breach to temporary and permanent, injunctive relief without the necessity of proving actual damages. This remedy is in addition to any and all other remedies available to Client at law.

10. Trademark License:

Client grants to Vendor a non-exclusive, royalty-free and revocable right to use the Client Trademarks in order to perform the Services. The display of any logo or Client Trademark will be performed in compliance with the Client's policies governing use of such logo or Client Trademark; Client agrees to provide all such policies to Vendor. The use of any logo or Client Trademark requires prior, written sign-off on samples of each display by Client Vendor agrees not to use any of the Client Trademarks or any combination thereof, with or without any other words, logos, or images, as part of its corporate name, or for die purpose of advertising its business, without the prior written consent of Client. On termination of this Agreement, or on the request of Client, Vendor shall as promptly as

commercially practicable discontinue all use the Client Trademarks. Vendor shall not, directly or indirectly, license or attempt to license, whether orally or in writing, any person or entity to use any of the Client Trademarks.

11. Breach and Termination for Breach:

A.   Material Breach. The Parties agree that any breach of one or more provisions of this Agreement that threatens to, or in fact causes the other Party substantial harm, is a material breach, including breach of the non-disclosure, confidentiality, or non competition provisions by either Party.

B.   Notice of Breach. (i) In the event of an actual or perceived material breach of this Agreement by either Party, the non-breaching Party shall give written notice in accordance with the provisions of this Agreement to the allegedly breaching Party of the alleged material breach, disclosing in reasonable detail the nature of the alleged breach. The allegedly breaching Party shall have ten business days to respond in writing either denying the breach or proposing a remedy for the breach.

(ii)   If the allegedly breaching Party fails to respond in writing within the ten day period, the non-breaching party may terminate the agreement without further notice.

(iii)   If the allegedly breaching Party proposes a remedy for the breach, it shall have thirty days from the date of the notice of breach to complete the remedy. At the end of the thirty day period, if the breach has not been reasonably remedied, the Agreement may be terminated by the non-breaching Party.

(iv)   If the allegedly breaching Party denies the breach, then the Parties shall proceed in accordance with the dispute resolution provisions outlined below under the paragraph entitled "Disputes". The notifying party may not terminate the Agreement unless permitted to do so by the Arbitrator.

12. Disputes:

A.   All disputes, controversies, claims and differences arising out of, or relating to this Agreement, or any alleged or actual breach thereof, which cannot be settled through correspondence, mutual consultation, and negotiations between the Parties, shall be finally settled by arbitration before a single arbitrator in accordance with the Arbitration Rules of Kenya in effect on the date of this Agreement. Arbitration will be deemed to have commenced when one Party notifies the other in writing that it is demanding formal Arbitration.

B.   Governing Law. This Agreement will be governed by the laws of Kenya or the country including substantive law, rules of evidence, and discovery, but excluding choice of law rules.

13. Miscellaneous

(a) Assignment. Neither Party may assign this Agreement to another person or entity without the written approval of the other Party.

(b) Independent Contractor. The Parties to this Agreement are independent contractors, and there is no relationship of agency, partnership, joint venture, employment or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on the others' behalf.

(c) <u>Notices</u>. All payments and all notices shall be sent to the address below, and all notices.
Baroseq Kenya Limited
P.O Box 5385, 00100 Nairobi
Tel: +254721886510/ +254788880000/+254764222999
email: info@hospitalityeq.com
        sales@focasscore.com

FOCAS Software Development NDA Agreement (Non Disclosure Agreement)

Between Baroseq Kenya limited and client (Client refers to an Individual/Organization/Entity/institution or such party that maybe interested in is using the software)

General Infirmation

This Agreement shall be Unilateral, whereas, 1st Party shall have the sole ownership of the Software with the 2nd Party being prohibited from disclosing the confidential and proprietary information that is to be released by the 1st Party in an effort to develop the Software.

Definition

For the purposes of the TnCs herein, the term "Confidential Information" shall include, but not limited to, software products, source code or any related code in any formats, business plans, financial statements, customers or users, analytical data, documentation, and correspondences that have not otherwise been made publicly available.

However, confidential information does not include;

(a) Information generally available to the public.

(b) Widely used programming practices and algorithms

(c) Information rightfully in possession of the Parties prior to the signing of this Agreement and

(d) Information independently developed without the use of any of the provided Confidential Information.

Obligations

The obligations of the Parties shall be to hold and maintain the Confidential Information in the strictest of the confidence at all times and to their agents, employees, representative, affiliates, and any other individual or entity that is on a "need to know" basis. If any such Confidential Information shall reach a third (3rd) party or become public, all liability will be on the Party that is responsible.

Neither Party shall, without the written approval of the other party, publish, copy or use the Confidential Information for their sole benefit. If requested, either Party shall be bound to return any and all materials to the Requesting Party within …30…………. Days.

This Section shall not apply to the 1st Party if this Agreement is Unilateral as marked in Section II.

BAROSEQ
Specialized Consulting

Time Period

The bounded Party duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Party from this Agreement.

Relationship

The Parties agree that there is no such statement in this Agreement that suggests any Party is an employee, partner, or that the Software is a joint venture. All ownership interests, if any, shall be stated in a separate agreement.