

Terms and Conditions for Using BweyaSoft Software

1. Summary

The user accepts the following conditions by installing and running the software product BweyaSoft on his/her computer. The conditions are part of the license agreement between the licensor Bweya Soft Consultancy Limited and the Licensee on the transfer of the rights of use of the application.

The Licensee has applied for approval for each individual user. The Licensor provides access to users and authorizes them to install the client on the user's computer.

Access to the data for individual users is limited according to the task description and is determined by the Licensee, who assigns the user the needed profiles.

The Licensee and her users can report errors of the software directly to the Licensor.

A transfer or duplication to third parties is excluded.

2. Subject

(1) The subject is the transfer of the non-exclusive, non-transferable right to use the software product BweyaSoft for the corporate purposes of the Licensee.

(2) Technical requirements for use are

- a. Access to the Internet,
- b. installation of the Javaruntime environment on the user's computer, as well as
- c. Personal activation of users for access to the data of the server.

(3) The subject matter of the contract includes

- Server setup
- Use of all basic modules
- Instructions for installing/uninstalling the software
- Support only via email contact, without set response time. Support includes a solution proposal or communication about a possible problem resolution.
- Troubleshooting and general enhancements as part of Sprint release

(4) The product is handed over by download and sign in in as an authorized user.

3. Rights of the Licensee

(1) With the license agreement, the Licensee can use the client software and the server database free of charge for unlimited period.

- (2) The owner and right holder of the software is Bweya Soft Consultancy Limited. The Licensee may not make use of the borrowed software other than contractually agreed. The transfer to third parties is not permitted.
- (3) The Licensee is entitled to use a copy of the machine code, but not to the source code remaining with the Licensor, which is not made available to the Licensee.
- (4) The Licensee is entitled to make a backup copy of the client software by a person who is entitled to use the program if it is necessary for the backup of future use.

(5) Right of termination and contract extension

The Licensor may terminate the license agreement if the Licensee makes a non-contractual use of the item, significantly endangers the object by neglecting its due diligence or if the Licensee dies or the organization is suspended. In this case, the Licensee is obliged to return, which is affected by blocking the technical access by the Licensor.

Both parties may terminate the contract with notice for good cause to another party. With the event of termination, the contract ends, and the Licensee is obliged to return the software, which is implemented by blocking the technical access and deleting the database by the Licensor

Upon termination of the contract, the licensee receives a complete deduction of his stored data in Excel format.

4. License payments, obligations to cooperate

- (1) The licensee receives the software free of charge. However, in case of client need for software extension, an agreeable fee will be charged. The Licensee has the following obligations to cooperate.
- (2) If a defect in the software occurs during the term of the contract or if a measure is required to protect the software against an unforeseen danger, this must be notified to the Licensor immediately. If the Licensee fails to display the notification, they cannot demand compensation for the resulting damage.
- (3) The Licensee is responsible for the technically necessary hardware requirements and the provision of an Internet connection by themselves.
- (4) The Licensee allows the Licensor to access the data processing equipment on which the client software is installed, if necessary. The User must provide the technical equipment (power supply, telephone connection and data transmission lines) necessary for the execution of all maintenance work free of charge.

5. Warranty

The Licensor does not guarantee the economic success of the Licensee.

6. Liability

The Licensor is only liable for intent and gross negligence. If the Licensor fraudulently conceals a defect in the right or an error of the awarded property, he is obliged to compensate the Licensee for the resulting damage.

7. Safeguards

The Licensee obliges users to use a secret and appropriate password when using the software, thus protecting them from unauthorized access by third parties.

8. Copyrights

All rights to the software product BweyaSoft are the property of Bweya Soft Consultancy Limited. All rights to the reproduction, publication, editing and translation of source code, concepts, user manuals and training documents are reserved exclusively to the owner.

The copyright to the BweyaSoft started on 01.07.2017 with the creation and perceptibility of the software product. In addition to the computer program, including the designs materials, the software Bweyasoft within the meaning of the law is a result of the own spiritual creation of Bweya Soft Consultancy Limited, Kampala, Uganda. All design forms of the computer program (object, source, machine code, subprograms, program modules, design materials with IT reference are protected. The author is also the creator. There are no other agreements with the employees of Bweya Soft Consultancy Limited, who are involved in the creation of the computer program worthy of protection. Only Bweya Soft Consultancy Limited is entitled to exercise all property rights in the computer program.

The rights of use are not transferred to third parties in cash.

Anyone who violates copyright is a criminal offence, is also charged and must pay damages.

9. Confidentiality

(1) Both parties shall remain silent about all business and operational matters known to them and shall treat all information relating to the performance of this Agreement as strictly confidential, even beyond its expiration. The same applies to personal data that is covered by the provisions of the data protection laws. Regulations regarding the receipt of such data are set out in Ugandan Data Protection and Copy Right Act and Section 9 of the Data Protection Act of the European Union.

(2) The Licensor undertakes not to collect, store, or reproduce information, documents, or data to use or exploit it in any other form except for care purposes. The stored data must be deleted when it is no longer needed. This does not apply if a legal regulation allows the storage of the data.

(3) The Licensor undertakes to instruct its staff accordingly and to oblige them to comply with the agreement separately in text form.

10. Data Protection

The Licensee uses the software and infrastructure of the Licensor for the collection, processing, or use of personal data. In addition, the Licensee allows selected Licensor employees to use a copy of their data for error analysis and quality assurance (e.g., regression test on the migration system).

11. Order processing

The Licensor acts as processor of the Licensee. In this case, the Licensor collects, processes, or uses the data only within the scope of the instructions of the Licensee.

The decision-making power for data collection, processing and use lies with the Licensee.

The Licensor has no processing or use rights to the data for its own purposes.

The Licensee always has the possibility to influence the collection, processing, or use.

12. Determination of the planned collection and usage operations

The Licensor has access to the data stored on the database. This is necessary for the fulfilment of the contract and serves exclusively the purpose of troubleshooting, quality assurance and data protection. In the case of troubleshooting and quality assurance, only selected Licensor employees have access to the data. In a statement, they have committed themselves to use the data GDPR-compliant.

The following Licensor employees have access to the data: Noah Kalyesubula who is also entitled to assign another employee if necessary but with written notice to a customer.

If additional employees are assigned to this task, this must be approved by the Licensee beforehand.

Data backup:

The Licensor is responsible for the technical organizational data backup. Measures taken by the Licensor for this purpose are: The storage and transmission of the data is encrypted.

Employees undertake to process the data confidentially.

The LG has carefully selected and checked the server database of the provider Ionos regarding the technically organizational data backup.

Other processors:

To comply with the license agreement, the Licensee agrees, that the stored data will be stored within the BweyaSoft Software, on a hosted server of Ionos. The Licensor shall inform the Licensee of any

proposed change in relation to the use or replacement of other processors. This allows the Licensee to object to such an amendment.

The Licensor is in the right to collect, store and work for the performance of the Licensee further personal data for the performance of the contract. These are as follows:

- Personal master data
- Communication data (e.g., B. telephone, e-mail)
- Contract master data
- Contract settlement and payment data
- Planning and control data

The data will only be stored for as long as it is necessary for the fulfilment of the contract or that it complies with legal retention obligations.

Deletion:

After the end of the contract, the Licensor is obliged, to delete all data of the Licensee that is no longer needed on the server database.

Furthermore, for the handling of the personal data of the Licensee, its data protection declaration is decisive.

By imprising the above-mentioned data from the Licensor for the purpose of fulfilling the order, the Licensee instructs the Licensor to collect, store and process the above-mentioned data for the purpose of fulfilling the order and agrees that the Licensor may collect, store and process personal data for the purposes mentioned above. The Licensor undertakes to comply with the above conditions for order processing.

13. Jurisdiction, Final Provisions

- (1) Rights and obligations for Licensor and Licensee are governed by this Agreement. The Licensor reserves his own rights. The basis is the Uganda Data Protection and the Copyright Act.
- (2) Place of performance and exclusive place of jurisdiction is Kampala, Uganda,
- (3) Should individual provisions of these contract be ineffective, this does not affect the validity of the remaining provisions in principle. The Contracting Parties will endeavor to find, instead of the invalid provision, one that best meets the objective of the contract in law and economics.