

Smart POS Terms and Conditions

1. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, ELITE INTERACTIVE LTD grants to Licensee a non-exclusive, non-transferable license to use the Point of Sale software

2. CONSIDERATION TO ELITE INTERACTIVE LTD

Licensee shall pay an agreed upon NON-REFUNDABLE license fees for use of this software.

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Programs.

5. TERM

The license granted hereunder shall continue for 5 year unless and until terminated pursuant to Section 7 hereof and subject to Licensee's proper performance of its obligations hereunder.

6. TERMINATION

ELITE INTERACTIVE LTD may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from ELITE INTERACTIVE LTD.

7. TERMINATION CERTIFICATE

In the event of termination, Licensee will immediately discontinue use of the Licensed Programs. The provisions of Sections 4, 5, 7, and 11 hereof shall survive any termination of this Agreement.

8. MAINTENANCE SUPPORT

Licensor will provide to Licensee the following support with respect to the POS:

(i) If the Licensee notifies Licensor of a substantial program error respecting the Software, or Licensor has reason to believe that error exists in the Software and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within thirty (2) working days after the date of notification. If Licensee is not satisfied with the correction, then Licensee may

terminate this Agreement, but without refund of any amount paid to Licensor or release of any amounts due Licensor at the time of termination.

(ii) In the case that Licensee has technical questions in the use of the Software, Licensee may submit those questions to Licensor. The licensor shall provide consulting to answer such questions without charge to the Licensee.

9. DELIVERY OF LICENSED PROGRAMS

ELITE INTERACTIVE LTD shall use its best efforts to deliver the Licensed Programs promptly after receipt of payment.

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LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE.

11. SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto, and their respective representatives, successors and assigns except as otherwise provided herein.

12. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

13. GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted by the laws of KENYA. shall be the Appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

14. NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of ELITE INTERACTIVE LTD.

15. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or ELITE INTERACTIVE LTD's order acknowledgment forms. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.