



Software License Use Terms

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PLUCOM TECHNOLOGY - GENERAL SOFTWARE LICENSE USE TERMS

1. Introductions and Definitions

- 1.1 These General Software License Use Terms (the "**Use Terms**") including appendices, apply between Plucom Technology ("**Plucom**") and the Customer, with regard to the Plucom Software Products ("**Software**") referred to in the Order Form as defined below. The Customer confirms that it understands and agrees to be bound by these Use Terms with respect to all use and handling of the Software.
- 1.2 In these Use Terms "**Order Form**" shall mean any ordering document, accepted by Plucom, including any appendices used by the Customer to order a Software or services from Plucom.
- 1.3 The Order Form contains a description of the "**Software**" ordered, which is a computer program in machine-readable form including specifications, documentation and material provided by Plucom. The Software includes each Software Program and any updated, improved or otherwise modified version(s) thereof furnished by Plucom pursuant to a product quotation or an order from Customer for Customer's sole and exclusive use. The Order Form also specifies the license fee for the Software.

2. Grant of License

The Customer obtains a non-exclusive right to use the Software ("**License**").

3. License Fee

The License is conditioned upon the Customer having paid the license fee stated in the Order Form or otherwise agreed in writing between Plucom and the Customer. The license fee is exclusive of any VAT or similar taxes or public duties and fees. All such taxes, duties and fees shall be paid by the Customer.

4. Scope of the License

4.1 The Customer may use, access, display, run or otherwise interact with one copy of the Software, or any prior version for the same operating system, on a single computer, workstation, terminal, handheld PC, pager, "smart phone", or other digital electronic device ("computer"). If the License is a single user-license, the Customer may use only the licensed copy of the Software for processing of data. If the License is a several user-license, the Customer may use as many copies of the Software as corresponds to the number of user licenses.

4.2 The Customer may store or install a copy of the Software on a storage device, such as a network server, used solely to run the Software on the Customer's other computers over an internal network; however the Customer must acquire and dedicate a license for each separate computer that may access the Software from the storage device. A single-user license for the Software may not be shared or used concurrently on different computers.

4.3 The Customer shall introduce routines and control functions in order to ensure that the number of computers that may access the Software do not exceed the number of Licenses granted according to the Order Form.

4.4 Copies of the Software may be made for safety or archival purposes only, and for no other purpose whatsoever. These Use Terms shall apply also to such copies.

4.5 Without Plucom's prior written consent, the Customer is not entitled to use, copy or in any other way transfer or use the Software in any manner except as stated in the Order Form or these Use Terms. Consequently, the Customer is not entitled to decompile or disassemble the Software or information or material connected to the Software, except to the extent expressly permitted by mandatory law.

4.6 Marking and/or information regarding patent, copyright or copyright notices in software or computer media through which the Software is accessible to the Customer may not be removed, changed or modified in any way. The same applies to corresponding marking of all documentation provided by Plucom.



4.7 Customer is not entitled to grant any sublicenses, lease, lend or in any way let anyone else, whether directly or indirectly or against compensation or free of charge, use or in any way dispose of the Software; provided, however, that nothing herein shall prevent Customer from using the Product in its ordinary course of its business.

5. PLUCOM'S RIGHT TO THE SOFTWARE LICENSE

5.1 Plucom owns the Software, including the copyright and/or as applicable, patent rights to the Software.

5.2 The License does not include any transfer to the Customer of Plucom's ownership of the Software (including the computer media through which the Software is made available), such as copyrights, or as applicable, patents rights.

6. DELIVERY

The Software shall be delivered in accordance with what is stated in the Order Form. Plucom is not responsible for the installation of the Software, unless otherwise agreed between the parties in writing. If Plucom agrees to assist with installation of the Software, Customer shall pay for this in accordance with Plucom's price list for such services in force at the time of the installation.

7. LIABILITY ETC.

7.1 Examination of the Software and claims

At delivery, the Customer shall examine the functionality and quality of the Software. If the Customer concludes that the Software deviates from the agreed specifications or requirements for the Software (hereinafter referred to as "**Defects**"), the Customer shall notify Plucom in writing within thirty (30) days of delivery, with all available details regarding the alleged Defect.

Failing this, the Customer loses the right to claim any support or remedy with respect to any Defects which could have been discovered within such 30-day period.

The Customer's right to claim any support or remedy in accordance with Section 7.2 – 7.4 hereof is further conditioned on full compliance with each and all of the following provisions:

- (i) the Customer shall have utilized the Software in the work environment prescribed by Plucom and according to manuals and all other instructions and directions of Plucom,
- (ii) the Customer shall have utilized the Software with machine equipment and operative systems stated in the Order Form or in the product specifications provided by Customer and accepted by Plucom,
- (iii) it can be shown that the Defect has occurred in an unaltered most current version of the Software,
- (iv) the Customer at its own costs shall have provided Plucom with all necessary information and/or material, in order for Plucom to verify the alleged Defect, and
- (v) the Defect shall have occurred within one hundred eighty (180) days from delivery of the Software.

7.2 Support

Plucom will, subject to Section 7.1 hereof, free of charge provide the Customer with appropriate support in case of Defects of the Software

The support will be provided within reasonable time from the date Customer has notified Plucom in writing of the Defect.

At the request of the Customer, Plucom may, at its sole discretion, provide support not related to any Defects. The Customer shall pay Plucom for such support in accordance with Plucom's price list in effect from time to time.

7.3 Remedy in case of Defects

7.4 In case of a Defect, Plucom will, subject to Section 7.1 hereof, free of charge either, at the option of Plucom, (i) remedy the Defect, (ii) replace the Software, or (iii) refund the license fee.



Limited warranty and limitation of liability

Plucom represents and warrants that the Software will be free from defects in material and workmanship for a period of one-hundred-eighty (180) days after delivery. **EXCEPT FOR THIS WARRANTY, PLUCOM MAKES NO, AND HEREBY DISCLAIMS ANY**

REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. NO EMPLOYEE, REPRESENTATIVE OR AGENT OF PLUCOM HAS ANY AUTHORITY TO BIND PLUCOM TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED IN THIS SECTION 7.4

Plucom's sole obligation in case of a breach of warranty under this Section 7.4 hereof shall be to either, as set forth in Sections 7.2 and 7.3 hereof. **UNDER NO CIRCUMSTANCES SHALL PLUCOM HAVE ANY LIABILITY TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOST GOODWILL, LOSS OF INVESTMENT OR OTHER LOSSES.**

Plucom shall not be liable at all for the functionality or quality of plug-ins or other auxiliary programs designed to work together with the Software, or for the interoperability of such programs together with the Software.

8. Term and Termination

8.1 Period of validity of the License.

All Plucom license is valid for (12) months and shall be renew on/before expiration. Unless otherwise agreed in writing between the parties, after the license fee has been paid the License remains in force, subject to Section 8.2 hereof, until terminated in writing by the Customer with three (3) months' notice of termination.

8.2 Plucom's right of termination.

Plucom shall have the right to terminate the License with immediate effect (and claim damages as set forth in Section 11 hereof) if the Customer should breach any of its material obligations under these Use Terms.

8.3 The Customer shall not be entitled to any refund of the license fee irrespective of the reason for termination of the License.

9 Return of the Software

In case of termination of the License, irrespective of the reason for such termination, the Customer shall immediately return to Plucom the Software and all copies, parts and documents related thereto (with exception for archived copies archived by the Customer in accordance with any applicable law). In connection therewith, the Customer shall confirm in writing that it has fully complied with this obligation.

10 Confidentiality

The Software contains business and professional know-how and other confidential information belonging to Plucom that have been disclosed and made accessible to third parties only through the License. The Customer is obliged not to make the Software available to third parties without Plucom's written permission, and to take all appropriate measures to prevent disclosure to third parties of such know-how and confidential information. The Customer shall ensure that its employees, agents and other representatives are informed of and complies with this confidentiality obligation as well as the obligations regarding the rules for the use of the Software as set forth in Section 4. During the term of the License, the Customer shall use, store and maintain the Software in a manner that will prevent any dissemination of know-how and confidential information. The confidentiality obligation will remain in force after the expiry of the License and these Use Terms.

11. LIABILITY, ETC.

If the Customers shall breach any of the material provisions of these User Terms, the Customer shall fully compensate Plucom for any loss incurred by Plucom as a result thereof.



12. FORCE MAJEURE

12.1 Plucom shall not be liable to the Customer for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure.

12.2 Events of force majeure are events beyond the control of Plucom which occur after the date that these Use Terms has entered into force and which were not reasonably foreseeable at that time and whose effects are not capable of being overcome without reasonable expense and/or loss of time. Events of force majeure shall include (without being limited to) war, civil unrest, blockades, boycotts, strikes, lock-outs and other general labor disputes, acts of government or public authorities, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions and general shortages of energy, failures in external network, software defects or inefficiencies (other than with respect to the Software), or other defects in computer equipment. Strikes, lock-outs, boycotts or blockades are events of force majeure even if Plucom has taken the action itself or is the subject of the action.

13. DISPUTES

13.1 These Use Terms shall be governed by and construed according to Nigerian law.

13.2 Any dispute, controversy or claim arising out of or in connection with these Use Terms, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Lagos Chamber of Commerce.

The place of arbitration shall be in Lagos. The language to be used in the arbitral proceedings shall be English