SOFTWARE SUBSCRIPTION SERVICE (SaaS)
AGREEMENT

This Software Subscription Service (SaaS) Agreement (the "Agreement") sets forth the obligations and conditions between you ("Client") and Baseline Technologies Laboratory Ltd, owners of **ZibbleSMP**, a Ghanaian limited liability company ("Provider"), relating to your use of the Service defined herein. Please read this Agreement carefully. Your use of the Services is expressly conditioned on your acceptance of this Agreement.

BY CLICKING THE "I AGREE" ICON ON THE ZibbleSMP SIGNUP PAGE, AND/OR BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY TERM OF THIS AGREEMENT, DO NOT USE THE SERVICES AND EXIT IMMEDIATLEY BY **CLICKING "I DO NOT AGREE" OPTION ON THE ZibbleSMP SIGNUP PAGE.**

Recitals

A.   Provider is the owner of certain proprietary computer software known as ZibbleSMP that is used to manage schools in respect of Students Enrolment, Academic Records Procession, Fee Payment, Engagement with Students, Staff and Parents among others (the "Software").

B.   Provider provides and sells subscriptions for subscribers to access and use the Software via www.zibblesmp.com or any website notified to the subscribers from time to time (the "Services").

C.   Client desires to use the Services for Client's internal business purposes, including specifically use by Client's customers and/or potential customers ("Authorized Users") to manage the school or track their wards academic performance and other social grooming, pursuant to the terms and conditions set forth herein.

D.   Provider is willing to provide access to the Services for Client's internal business use pursuant to the terms and conditions set forth herein.

E.   Provider and Client acknowledge and agree that this Agreement shall be effective and in force immediately upon the date that Client clicks the "I Agree" icon below (the "Effective Date")

NOW THEREFORE, in consideration for the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

1.   Software Subscription.

a.   Provider grants to Client and Client accepts from Provider, a limited, non-exclusive, non-transferable right to access and use and permit Authorized Users to access and use the Services solely for Client's internal business use. The Services shall not be used by Client or by Authorized Users for, or on behalf of, third parties that are not authorized under this Agreement. Client shall use its best efforts to ensure that the Authorized Users use the Services in accordance with the terms and conditions of this Agreement. Client acknowledges that its right to use the Services will be web-based only pursuant to the terms of this Agreement and the Software will not be installed on any servers or other computer equipment owned or controlled by Client or otherwise provided to Client.

b.   The use of the Services by Client or any Authorized User pursuant to this Agreement shall be subject to any end user agreement, terms of use, and/or privacy policy applicable to www.zibblesmp.com or any other applicable website used to access the Services.

2.   Intellectual Property Rights.

a.   Client acknowledges that all right, title, and interest in and to the Services and the Software, together with its codes, sequences, derivative works, organization, structure, interfaces, any documentation, data, trade names, trademarks, or other related materials (collectively, the "Provider IP"), is, and at all times shall remain, the sole and exclusive property of Provider. The Provider IP contains trade secrets and proprietary information owned by Provider and is protected by the Republic of Ghana copyright laws (and other laws relating to intellectual property). Except the right to use the Services, as expressly provided herein, this Agreement does not grant to Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licenses with respect to the Services or the Software.

b.   Client shall not attempt, or directly or indirectly allow any Authorized User or other third party to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit or distribute all or any portion of the Services and/or Software in any form or media or by any means.

c.   The provisions of this paragraph 2 shall survive termination of this Agreement.

3.   Subscription Fee.

a.   Client shall pay to Provider the subscription fee (the "Subscription Fee") in the amount and for the duration that Client has entered and agreed to pursuant to the sign up page for this Agreement.

b.   The Subscription Fee for the first Subscription Period (either month or year, as applicable) of the term of this Agreement shall be paid on the Effective Date.   The Subscription Fee for all subsequent Subscription Periods of the term of this Agreement shall be paid to Provider on the first day   of each subsequent Subscription Period, pursuant to subsection d, below.

c.   The amount of the Subscription Fee does not include any applicable taxes. Client is responsible for any and all applicable taxes.

d.   Client shall   provide a   valid credit   card,   debit card, mobile payment account, bank account information authorized for automatic bill paying, or other acceptable method of payment to Provider and shall   take   all   necessary   steps   to   authorize   automatic   payment   of   the Subscription Fee.   By agreeing to this Agreement, Client hereby authorizes Provider to automatically charge said method of payment for all Subscription Periods during the term of this Agreement. If, for   any reason, automatic payment shall be denied, then Client shall pay   the applicable Subscription Fee, together with a GH¢100.00 late fee,   to Provider within five (5) days of notice from Provider.

e.   Any additional payment terms between Provider and Client shall be agreed to in writing and set forth in an invoice, billing agreement, or other written document.

4.   Accessibility/Performance.   Provider shall use commercially reasonable efforts to make the Services available on a 24x7 basis (twenty-four hours per day, seven days per week) during the Term, except for: (i) scheduled system back-up or other on-going maintenance as required and scheduled in advance by Provider, or (ii) for any unforeseen cause beyond Provider's reasonable control, including but not limited to internet service provider or communications network failures, denial of service attacks or similar attacks, or any force majure events set forth in this Agreement. Provider will monitor performance indicators on the systems and network infrastructure (its own and that of third party suppliers) in order to gauge the overall performance of its hosting services, and will take reasonable steps to address systems and network infrastructure as required to maintain satisfactory performance of the Software. Provider further reserves the right to monitor and reasonably restrict Client's ability to use the Services if Client is using excessive computing resources which are impacting the performance of the Services for   other subscribers. Provider agrees to notify Client in cases where it restricts such use

and use good faith efforts to determine an appropriate alternative or work-around solution.

5. <u>Maintenance and Support</u>. Provider shall maintain the Software and/or Services and provide all patches and fixes to the Software and/or Services at no additional cost. Provided, however, said maintenance shall not include any major releases of new versions of the Software, additional functionality, or custom programming, which Provider, at its discretion, may provide at an additional cost as otherwise agreed between the parties.

6. <u>Term</u>. The Term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided herein. Client shall elect whether the term will consist of annual or monthly periods (each a "Subscription Period"). The Agreement shall automatically renew for subsequent Subscription Periods unless either party provides written notice of its election not to renew this Agreement at least fifteen (15) days prior to end of the then-current Subscription Period or otherwise terminates this Agreement pursuant to the terms of this Agreement. Upon termination of this Agreement for any reason, all rights and subscriptions granted to Client shall immediately terminate, and the Client shall cease using the Services and shall prohibit Authorized Users from using the Services.

7. <u>Default.</u> Client shall be in default of this Agreement if Client fails to make any payment when due and fails to cure said default within five (5) days after receipt of written notice thereof from Provider. In addition to the monetary breach described in the previous sentence, either party will be in default of this Agreement if the party is in material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice thereof from the non-breaching party. If a party is in default, the non-breaching party may terminate this Agreement or seek any other remedies available at law or in equity, except as otherwise provided in this Agreement. In the event Client breaches or attempts to breach any of the provisions of this Agreement, Provider shall have the right, in addition to such other remedies that may be available, to injunctive relief enjoining such breach or attempt to breach, Client hereby acknowledging the inadequacy of any remedy at law.

8. <u>Confidentiality</u>.

a. In addition to, and in no way limiting the requirements relating to the Provider IP as set forth in Section 2 of this Agreement, Client shall use its reasonable efforts (but in no case less than the efforts used to protects its own proprietary information of a similar nature) to protect all proprietary, confidential, and/or non-public information pertaining to or in any way connected to the Software, the Services, the Provider's financial,

professional and/or other business affairs, and this Agreement (the "Confidential Information").

   b. Client shall not disclose or publicize the Confidential Information without the Provider's prior written consent.

   c. Client shall use their reasonable efforts (but in no case less than the efforts used to protects its own proprietary information of a similar nature) not to disclose and not to use the Confidential Information for their own benefit or for the benefit of any other person, third-party, firm or corporation in a manner inconsistent with the purpose of this Agreement.

   d. The terms of confidentiality and non-disclosure contained herein shall expire five (5) years from the date of the termination of this Agreement.

   e. The restrictions on disclosure shall not apply to information which was: (i) generally available to the public at the time of disclosure, or later available to the public other than through fault of the Client; (ii) already known to the Client prior to disclosure pursuant to this Agreement; (iii) obtained at any time lawfully from a third-party under circumstances permitting its use or disclosure to others; or (iv) required by law or court order to be disclosed.

  9. <u>Limited Warranty.</u> Provider warrants that it has the power and authority to grant the subscription for the Services granted to Client hereunder. EXCEPT FOR THE WARRANTY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS," AND PROVIDER DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABLITY OR FITNESS FOR A PARTICULAR PURPOSE.

  <u>Limitation of Remedy and Liability.</u> Client represents that it accepts sole and complete responsibility for: (a) the selection of the Services to achieve Client's intended results; (b) use of the Services; (c) the results obtained from Services; and (d) the terms of any contracts between Client and Authorized Users. Provider does not warrant that the Client's use of the Services will be uninterrupted or error-free. Client shall not assert any claims against Provider based upon theories of negligence, gross negligence, strict liability, fraud, or misrepresentation, and Client shall defend Provider from any demand or claim, and indemnify and hold Provider harmless from any and all losses, costs, expenses, or damages, including reasonable attorneys' fees, directly or indirectly resulting from Client's use of the Services, an Authorized User's use of the Services, and/or any agreement between the Client and an Authorize User based on or in any way related to the Services. TO THE MAXIMUM

EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED UPON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, under no circumstances shall Provider be liable for any loss, costs, expenses, or damages to Client in an amount exceeding the Subscription Fee actually paid to Provider by Client for the previous twelve (12) months.

10. Miscellaneous.

a. Notice and Demands. Notice, demand, or other communication mandated to be given by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested or delivered personally. Unless Provider is otherwise notified in writing, the Client's address for notice purposes shall be Client's address provided as part of Client's billing information.

b. Governing Law; Forum Selection. This Agreement shall be governed exclusively by the laws of the Republic of Ghana, without regard to its conflicts of laws principles. Any action under or concerning this Agreement shall be brought exclusively in the approved Courts of the Republic of Ghana. The parties irrevocably agree and consent that said forum is convenient and has jurisdiction to hear and decide any such action.

c. Compliance with Laws. Client shall use the Services in accordance with any and all applicable laws of the Republic of Gha.

d. Headings. The paragraph headings in this Agreement are for convenience only and they form no part of the Agreement and shall not affect the interpretation thereof.

e. Severability. If any provision of this Agreement shall be held illegal, void, or unenforceable, the remaining portions shall remain in full force and effect.

f. No Waiver. The delay or failure of either party to exercise any right under this Agreement or to take action against the other party in the event of any breach of this Agreement shall constitute a waiver of such right, or

any other right, or of such breach, or any future breaches, under this Agreement.

g.   Assignment.   Client shall not assign or transfer this Agreement.

h.   No Partnership or Agency. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as an agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise bind the other in any way.

i.   Force Majeure. Provider will not be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the Provider's reasonable control, including but not limited to fire, flood, storm, act of God, war, malicious damage, failure of a utility service or transport or telecommunications network.

j.   Complete Agreement.   This Agreement constitutes the entire agreement between the parties with respect to the Services, and supersedes any and all prior or contemporaneous understandings or agreements whether written or oral. No amendment or modification of this Agreement will be binding unless reduced to a writing signed by duly authorized representatives of the parties and such writing makes specific reference to this Agreement and its intention as an amendment hereto.

BY CLICKING "I AGREE" AND/OR BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THIS AGREEMENT SHALL BE SUPERIOR TO, AND SUPERCEDE ANY CONFLICTING OR INCONSISTENT TERMS CONTAINED IN ANY PURCHASE ORDERS, OTHER DOCUMENTS PROVIDED TO THE COMPANY BY YOU, OTHER DOCUMENTS PROVIDED TO YOU BY THE COMPANY, OR AGREEMENTS PREVIOUSLY ENTERED INTO BY THE PARTIES. IF YOU DO NOT AGREE TO THE TERM OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE APPLICATION **AND/OR THE DATA, AND EXIT NOW BY CLICKING ON THE "I DO NOT AGREE" ICON BELOW.**