ACKNOWLEDGEMENT
by Muhimbi Ltd. (Muhimbi) of Laws and Regulations which the
State Board of Administration of Florida must follow

Notwithstanding any statements to the contrary in the Master Subscription Agreement V 1.0 and pursuant to section 13.4 the following provisions apply to the State Board of Administration of Florida as an entity of the State of Florida and are agreed to by **Muhimbi**.

1.   T he State Board of Administration of Florida (**SBA**), as an entity of the State of Florida, is prohibited from entering into indemnification agreements. (See Florida Attorney General Opinion 99-56, dated September 17, 1999.) The **SBA** is also prohibited from entering into a limitation of remedies agreement. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The **SBA** <u>agrees to any sections on Warranties and Limitation of Liability to the fullest extent allowable and enforceable under Florida law.</u>

2.   Notwithstanding any provision in any agreement between t h e p a r t i e s , **Muhimbi** acknowledges and agrees that the **SBA** is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of these Agreements between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

3.   **IF MUHIMBI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**
STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com
(The font, bolding and text are required by s119.0701(2)(a))

4.   Consistent with the Florida Transparency in Contracting Initiative, the **SBA** posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. **Muhimbi** hereby agrees that the **SBA** is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the **SBA's** website. At the time of execution **Muhimbi** may submit a redacted version of the agreement for these purposes.
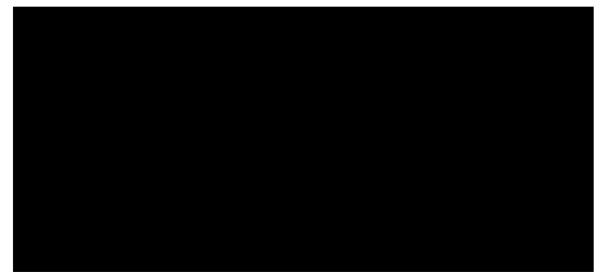
5.   (This section applies to personnel based employed in the United States only.) The **SBA** requires its vendors to comply with and use the E-Verify system. **Muhimbi** shall register with and use and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. Muhimbi acknowledges that **SBA** is subject to and **Muhimbi** agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6.   (Reserved)

7.   Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

Muhimbi Ltd.   **State Board of Administration of Florida**

This is a legally binding master subscription agreement ("Agreement") between Muhimbi Ltd ("Muhimbi", "us", "we", "our", or "Licensor") and you, which applies to the Muhimbi Products. This Agreement applies to all components and materials we provide as part of the Muhimbi Products, and any updates for the Muhimbi Products that we may provide. "You", "you", "your", or "Licensee" means the person who downloads, installs, accesses, or uses the Muhimbi Products (and, if you represent a legal entity, it also means that entity, and you represent and warrant that you are authorized to enter into this Agreement for that entity). Muhimbi and you are each a "Party," and together are the "Parties" to this Agreement. In order to use the Muhimbi Products, you must first agree to this Agreement. You may not download, install, access, or use the Muhimbi Products if you do not accept this Agreement. This Agreement takes effect when you click a "Confirm" button or checkbox presented with these terms or, if earlier, when you use any of the Muhimbi Products (the "Effective Date").

1. Definitions

1.1. "Agreement Term" means the Term period set forth in the "Duration and Termination" section of the Agreement.

1.2. "Developer" means a person carrying out the software development process or a person making configuration changes to a SharePoint Farm.

1.3. "Documentation" means any documentation and other supporting materials related to the Muhimbi Products that we generally provide to our customers. Documentation is considered part of the Muhimbi Products.

1.4. "Extended Input File Types" means Visio, CAD, Email (MSG, EML), and InfoPath files.

1.5. "Farm" means a SharePoint farm as defined in Microsoft's SharePoint documentation.

1.6. "Muhimbi Products" means the materials accompanying this License, which may include computer software, associated media, printed materials, and online or electronic documentation and source files, resource files, project and solution files, containing the source code for the Product. These include: PDF Converter for SharePoint (with optional Professional Add-on), PDF Editor for SharePoint, PDF Converter Services (with optional Professional Add-on), and PDF Converter Online.

1.7. "Server" means a machine, physical or virtual, running a copy of the Product.

1.8. "SharePoint" means Windows SharePoint Services 3.0, Microsoft Office SharePoint Server 2007, SharePoint Foundation 2010, SharePoint Foundation 2013, SharePoint 2016, SharePoint 2019, SharePoint Server SE, or any derived products including future releases.

1.9. "Site" means a physical location in the form of a data centre or disaster recovery location either inside the Licensee's organization or inside one of the locations of the Licensee's customer.

1.10. "Site Collection" means a SharePoint site collection as defined in Microsoft's SharePoint documentation.

1.11. "Standard Input File Types" means Word, Excel, PowerPoint, HTML, TIFF, JPG, GIF, BMP, and PNG files.

1.12. "Subscription" means your purchase, by prepayment of Subscription Fees, of access to and use of one or more Muhimbi Products for the duration of a Subscription Term.

1.13. "Subscription Fee" means all charges associated with your access to and use of each Muhimbi Product which is licensed pursuant to the "Fees and Payment" section of the Agreement.

1.14. "Subscription Term" means the period during which you have purchased a Subscription of any Muhimbi Product.

1.15. An "Update" is a Product release that we make generally available to our customers, along with any corresponding changes to Documentation. An Update may be an error correction or bug fix, or it may be an enhancement, new feature, or new functionality (collectively referred to as "Updates").

1.16. "User" means a person using Product for its legitimate and intended operational use in a manner not contrary to the terms of this License.

1.17. "Web Application" means a SharePoint web application as defined in Microsoft's SharePoint documentation.

2.   License Grants

2.1.   In consideration of your payment of the applicable Subscription Fees, and acceptance of and compliance with the terms of this Agreement, we hereby grant you certain non-exclusive and non-transferable rights limited by the terms of this Agreement.

2.2.   Muhimbi Products. Subject to the provisions and limitations in the "Fees and Payment" section below and elsewhere in this Agreement, you are entitled to include Muhimbi Products into your software development environment and to use Muhimbi Products within software applications to be developed, compiled and provided/sold by you ("Application") and to redistribute Muhimbi Products only as an integrated part of an Application to be distributed, directly and indirectly, to your end users under the following conditions:

2.2.1.   Muhimbi Products shall be distributed only as an integrated part of software applications developed by or for you. Therefore, Muhimbi Products must be included or embedded as an inseparable part within software applications developed by or for you. Muhimbi Products shall only be redistributed as an integrated part of a single application developed and distributed by or for you.

2.2.2.   Muhimbi Products shall only be provided as part of an Application and incorporated into an Application. A redistribution of Muhimbi Products in a re-linkable "library" or similar form is explicitly prohibited.

2.2.3.   Muhimbi Products shall only be used for the development of an Application by or for you if you own a valid, fully paid license, under a current running agreement that has not expired or been terminated, at the time the Muhimbi Product is included into your software development environment, redistributed, compiled and/or distributed as an executable application.

2.2.4.   This license entitles you to distribute your Application as provided in the "Fees and Payment" section of the Agreement.

2.2.5.   Except for the rights expressly granted to you under this Agreement, we will retain all right, title and interest in the Muhimbi Products, including all worldwide technology and intellectual property and proprietary rights therein. You shall own all right, title, and interest to your Application, excluding the Muhimbi Products integrated therein and being granted use of as set forth herein.

2.2.6.   Your agents and contractors can use the Muhimbi Products too, but only if they are using it on your behalf, and if you agree to be fully responsible for their behaviour under this Agreement.

2.3.   "For SharePoint" Products. Subject to the provisions and limitations in the "Fees and Payment" section below and elsewhere in this Agreement, you are entitled to install/deploy PDF Converter for SharePoint and PDF Editor for SharePoint for your own internal use only. Licenses of PDF Converter for SharePoint are limited to use from SharePoint environments only.

2.4.   Acknowledgments. The Muhimbi Products use a number of third-party libraries and technologies according to specific license agreements (https://support.muhimbi.com/hc/en-us/articles/115007611927-3rd-Party-Open-Source-Licenses) ("Acknowledgements"). In the event that you embed a Muhimbi Product within another commercial product (such use only being permissible as provided explicitly in the "Fees and Payment" section of the Agreement), you are obligated to include and acknowledge the Acknowledgements within the commercial product.

3.   License Limitations and Restrictions

3.1.   The Muhimbi Products are licensed, not sold. You may use the Muhimbi Products only as expressly permitted in this Agreement, and we reserve all other rights. Any patent rights licensed to you in this Agreement apply only to the Muhimbi Products in the form in which we provide them to you, and not to any derivative works you may make of, or combinations you may make with, the Muhimbi Products. You must not (and are not licensed to):

3.1.1.   redistribute or disclose any source, header files, descriptions of interfaces, or any redistributable components;

3.1.2. transfer the Muhimbi Products or this Agreement or any rights or obligations hereunder to any third party;

3.1.3. reverse engineer, decompile, disassemble, bypass any code obfuscation, or otherwise attempt to derive the source code of any part of the Muhimbi Products. (To the extent that applicable law expressly permits you to decompile the Muhimbi Products in order to obtain information necessary to render the object code libraries interoperable with other software, you must first obtain written permission from us to provide the necessary information);

3.1.4. alter any copyright, trademark, or patent notices in the Muhimbi Products;

3.1.5. use any of our trademarks, including but not limited to "Muhimbi" or the names of its contributors and the Muhimbi logo in your Applications' names;

3.1.6. distribute malicious, deceptive, obscene, or unlawful Applications;

3.1.7. remove, efface, or obscure any copyright notices or other proprietary notices from the Muhimbi Products or materials provided under this Agreement;

3.1.8. use the Muhimbi Products or any Application in any hazardous situation, or design any Application for use in any hazardous situation;

3.1.9. modify or distribute any portion of the Muhimbi Products, or distribute any Application, in any way that would subject any portion of the Muhimbi Products to an Excluded License. An "Excluded License" is a license that requires, as a condition of use, modification, or distribution of code subject to that license, that (i) the code be disclosed or distributed in source code form; or (ii) others have the right to modify the code; or

3.1.10. use the Muhimbi Products for any Customer Data that:

3.1.10.1. can be used to identify an individual person under 16 years of age;

3.1.10.2. relates to an individual's health, medical condition or genetic or biometric properties;

3.1.10.3. is in a "special category of personal data" as defined in Article 9 of the EU General Data Protection Regulation;

3.1.10.4. is unlawful or facilitates illegal activity;

3.1.10.5. contains any financial account information (including details of any credit or payment card, bank account or PayPal account);

3.1.10.6. infringes any copyright, trade mark, database right or other intellectual property rights, and Muhimbi reserves the right, without liability or prejudice to its other rights to you, to disable your access to any Customer Data that breaches the provisions of this clause.

4. Delivery, Support, and Updates

4.1. Upon execution of this Agreement, we shall deliver or make available to you a copy of each Muhimbi Product which is licensed pursuant to the "Fees and Payment" section of the Agreement. Access to Updates is granted for the duration of the Subscription Term.

4.2. During the Subscription Term, we will provide reasonable support for integration, bugs, configuration, and general usage of the Muhimbi Product(s) for which you have purchased a Subscription, via our support portal at https://www.muhimbi.com/support

4.3. Our document processing services (such as PDF Converter Online) require that you have and shall maintain for the Subscription Term all necessary licences (including Microsoft Office licences) for the file types you are intending to process (for each user who accesses the Service). You agree that this is a condition of your use of the said services.

4.4. Notwithstanding the right to terminate this Agreement, we are entitled to suspend your access to Updates and support if you are in default or behind on any Subscription Fee payments or in material breach of any other obligation under this Agreement that is not cured within twenty-one (21) days of our sending you written notice of such default, delinquency, or breach.

4.5.   During the Subscription Term, we will provide you access to up to five (5) non-production keys for staging, development, and testing purposes for each Muhimbi Product which is licensed pursuant to the "Fees and Payment" section of the Agreement. You may request access to additional non-production keys, which may or may not be provided in our sole discretion. Non-production keys may not be used in Production or Disaster Recovery environments.

5.   Fees and Payment

5.1.   We are obligated to give you access to the Muhimbi Product(s) at the license level that you purchase through our online ordering system. The license levels for each Muhimbi Product are as follows:

5.1.1.   Basic License

5.1.1.1.   Licensed for use in single-server environments;

5.1.1.2.   Licensed for use by an unlimited number of Developers;

5.1.1.3.   Licensed for use by an unlimited number of Users.

5.1.2.   Server License

5.1.2.1.   Licensed for use on a single Server;

5.1.2.2.   Licensed for use by an unlimited number of Developers;

5.1.2.3.   Licensed for use by an unlimited number of Users.

5.1.3.   Small Farm License

5.1.3.1.   Licensed for use on up to 3 Servers;

5.1.3.2.   Licensed for use by an unlimited number of Developers;

5.1.3.3.   Licensed for use by an unlimited number of Users.

5.1.4.   SharePoint Web Application License

5.1.4.1.   Licensed for use across one or more Site Collections within a single Web Application on a single Farm;

5.1.4.2.   Licensed for use at a single Site;

5.1.4.3.   Licensed for use on a single Server, within the limits of 5.1.5.1 and 5.1.5.2;

5.1.4.4.   Licensed for use by an unlimited number of Developers;

5.1.4.5.   Licensed for use by an unlimited number of Users.

5.1.4.6.   Licensed for use from SharePoint only.

5.1.5.   SharePoint Web Farm License

5.1.5.1.   Licensed for use in a single Farm;

5.1.5.2.   Licensed for use across an unlimited number of Site Collections in the Farm;

5.1.5.3.   Licensed for use across an unlimited number of Web Applications in the Farm;

5.1.5.4.   Licensed for use at a single Site;

5.1.5.5.   Licensed for use on an unlimited number of Servers in the Farm.

5.1.5.6.   Licensed for use by an unlimited number of Developers;

5.1.5.7.   Licensed for use by an unlimited number of Users.

5.1.5.8.   Licensed for use from SharePoint only.

5.1.6.   SharePoint Site License

5.1.6.1.   Licensed for use at a single Site;

5.1.6.2. Licensed for use across an unlimited number of Farms at the Site;

5.1.6.3. Licensed for use across an unlimited number of Site Collections in each Farm;

5.1.6.4. Licensed for use across an unlimited number of Web Applications in each Farm;

5.1.6.5. Licensed for use on an unlimited number of Servers at the Site;

5.1.6.6. Licensed for use by an unlimited number of Developers;

5.1.6.7. Licensed for use by an unlimited number of Users;

5.1.6.8. Licensed for use from SharePoint only.

5.1.7. Enterprise License

5.1.7.1. Licensed for use on an unlimited number of Servers;

5.1.7.2. Licensed for use in a single Legal Entity;

5.1.7.3. Licensed for use by an unlimited number of Developers;

5.1.7.4. Licensed for use by an unlimited number of Users;

5.1.8. OEM License

5.1.8.1. Licensed for use on an unlimited number of Servers;

5.1.8.2. Licensed for use by an unlimited number of Developers;

5.1.8.3. Licensed for use by an unlimited number of Users.

5.1.8.4. Licensed to embed in and distribute as part of a single custom application that adds significant and primary functionality over the Product and is not merely a set or subset of the functionality provided by the Product.

5.2. If you purchased a perpetual license before June 17, 2022, and are renewing your annual Maintenance and Support period, we are obligated to give you access to Updates and support for the Muhimbi Products and features that were a part of your original license, for one year starting on the date of your purchase of the renewal.

5.3. All fees are to be paid within 21 days from receipt of an accurate invoice to one of the following bank account, unless we otherwise notify you in writing.

Our ACH details are as follows:

Bank Name:	Citibank New York
Recipient:	Muhimbi Ltd
ABA Routing Number:	031100209
Account Number:	77722190813216970
Account Type:	Business
Bank Address:	111 Wall Street, New York, NY 10043, USA
Currency:	US$ (Please double-check the correct currency is used)

Our wire transfer details are as follows:

Beneficiary:	Muhimbi Ltd
Bank:	Barclays, 22-24 Upper Marlborough Road, St Albans, AL1 3AN, United Kingdom
SWIFT:	BUKBGB22
IBAN:	GB96 BUKB 20740944431599
Account:	44 4315 99 (Should not be needed for IBAN payments)
Currency:	US$ (Please double-check the correct currency is used)

5.4. You will pay any applicable bank charges and you must inform us of any required additional documents to issue the payment of the full amount before signing this Agreement. We are not responsible for any tax withholding issues, and you will in every case pay us the full amount owed. Any default in payment shall result in a 1.5% interest rate compounded monthly on the outstanding invoice amount due.

6. Duration and Termination

6.1. The Agreement Term of this Agreement is for one (1) year beginning on the Effective Date. You expressly agree that in the event this Agreement is terminated during the Agreement Term for any reason other than due to our material breach, all of your payment obligations during the Agreement Term shall be non-cancellable and remain in full force and effect throughout the duration of the Agreement Term.

6.2. In the case of a material breach of this Agreement by one Party, the other Party shall have the right to terminate the Agreement for just cause. With respect to us, valid reasons for termination include, but are not limited to, non-compliance by you with any provision of this Agreement or default of payment.

6.3. Upon termination or expiration of this Agreement:

6.3.1. You shall remove the Muhimbi Products fully from your software development environment and remove/delete any and all corresponding files as well as the license keys (which is a proof of license);

6.3.2. You shall not grant any further sublicenses to your end users or distribute software applications in which the Muhimbi Products are integrated;

6.3.3. The Subscription Term for any Muhimbi Products in your possession will immediately end, and any outstanding agreements will immediately terminate;

6.3.4. You will no longer have the right to use the Muhimbi Products, and any licenses we grant you in this Agreement regarding the Muhimbi Products will automatically cease to exist as of the date of termination/expiration;

6.3.5. You shall destroy all copies of the Muhimbi Products in your possession or control, and certify in writing to us that you have done so;

6.3.6. Each of us will promptly return to the other (or, if the other Party requests it, destroy) all Confidential Information (as that term is defined below) belonging to the other; and

6.3.7. If you owed us any money prior to termination/expiration, you must immediately pay us the entire balance owed, including any applicable late fees and penalties.

6.4. This Agreement will terminate if you file a lawsuit regarding or otherwise seek to enforce against us, our distributors, or our customers any intellectual property claim related to any Muhimbi Product or service, or challenge the validity of any Muhimbi intellectual property associated with any Muhimbi Product or service. The terms of this Agreement that require performance (or which apply to events that may occur) after termination or expiration will survive termination or expiration, including all disclaimers of warranties and all limitations on and exclusions of remedies and damages.

7. Warranty and Limitation of Liability

7.1. We warrant that the Muhimbi Products will perform substantially in accordance with its accompanying Documentation, when operated in the execution environment specified in such Documentation, for the warranty period ending thirty (30) days following the Effective Date. This limited warranty is void if failure of the Muhimbi Products to conform to such warranty is caused in whole or in part by (a) any defect in any hardware or other equipment used with the Muhimbi Products; (b) any failure of any hardware or any other equipment used with the Muhimbi Products to function in accordance with applicable manufacturer's specifications for such items; (c) any alteration, modification, or enhancement of the Muhimbi Products by you or anyone other than us; (d) any failure by you or anyone else to follow our instructions with respect to proper use of the Muhimbi Products; or (e) improper use, abuse, accident, neglect, or negligence on the part of you or anyone other than us. Any replacement Muhimbi Products will be warranted for thirty (30) days following the date on which we provide the replacement Muhimbi Products to you.

7.2. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, EACH MUHIMBI PRODUCT IS PROVIDED TO YOU "AS IS", AND WE MAKE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO ITS FUNCTIONALITY, CONDITION, PERFORMANCE, OPERABILITY, OR USE. WITHOUT LIMITING THE FOREGOING, WE DISCLAIM ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM ONE JURISDICTION TO ANOTHER.

7.3. Any covenant herein by us shall not be construed or implied to warrant and represent that products made with the Muhimbi Products work will meet any safety, performance, or other standards, whether imposed by any instrumentality of government or otherwise. We make no representations, extend no warranties of any kind, either express or implied, and assume no responsibilities whatever with respect to manufacture, use, sale, or other disposition by you of products made or methods employed with the Muhimbi Products.

7.4. We are not aware of any rights of third parties that oppose the utilization purposes of our software. We are not liable, however, for the licensed Muhimbi Products and the licensed know how being free of rights of third parties. If you are accused by third parties of infringing intellectual property rights due to the use of the Muhimbi Products, we promise to provide you with information and commercially reasonable assistance to help you defend such claims as far as we are able to do so without breaching third-party obligations and while maintaining our own confidentiality interests. All costs involved in such activities shall be borne by you.

7.5. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING LIMITED WARRANTY SHALL BE, AT OUR OPTION, EITHER (A) REPAIR OR REPLACEMENT OF THE MUHIMBI PRODUCTS SO THAT IT CONFORMS TO THE FOREGOING LIMITED WARRANTY, OR (B) REFUND OF THE FEE THAT YOU PAID TO LICENSE THE MUHIMBI PRODUCTS. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, LOSSES RESULTING FROM BUSINESS INTERRUPTION, OR LOSS OF DATA, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY UNDER WHICH SUCH LIABILITY MAY BE ASSERTED, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. WE SHALL HAVE NO LIABILITY WITH RESPECT TO ANY DATA THAT IS READ, ACCESSED, STORED OR PROCESSED WITH THE MUHIMBI PRODUCTS, OR FOR THE COSTS OF RECOVERING ANY SUCH DATA. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID OR PAYABLE BY YOU TO LICENSE THE MUHIMBI PRODUCTS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Member Account, Password, and Security

8.1. Accessing your Subscription to Muhimbi Products requires you to open an account, register, and/or pass secure credentials; you must complete such process by providing current, complete and accurate information. You are entirely responsible for maintaining the confidentiality of your account details including any passwords or other security keys. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorised use of your account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Muhimbi or another party due to someone else using your account or password. You may not use anyone else's account at any time.

9. Confidentiality

9.1. Each Party may have access to non-public information provided by the other Party ("Confidential Information"). Confidential Information includes, without limitation, the technical, financial, and/or business information and plans of the other Party, and all information identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential based on the circumstances of disclosure. The terms and conditions set forth in this Agreement, including the pricing, are Confidential Information, provided, however, that either Party may reveal the contents of this Agreement in confidence to auditors or other agents of such Party, in confidence in connection with a financing transaction, merger, acquisition of stock or assets or the like, or as required or advised in connection with legal compliance.

9.2. A Party's Confidential Information will not include information that: (i) is or becomes publicly known through no act or omission of the other Party; (ii) was in the other Party's lawful possession prior to the disclosure; (iii) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (iv) is independently developed by the other Party. Further, a Party may disclose Confidential Information as required by any court or other governmental body or as otherwise required by law or regulation to be disclosed.

9.3. The Parties agree to hold each other's Confidential Information in confidence during the Agreement Term of this Agreement and for a period of three (3) years after the date of termination of this Agreement.

9.4. Each Party agrees:

9.4.1. to hold the other Party's Confidential Information in strict confidence in accordance with this Agreement;

9.4.2. to exercise at least the same care in protecting the other Party's Confidential Information from disclosure as the Party uses with regard to its own Confidential Information, but in no event less than reasonable care;

9.4.3. to restrict dissemination of Confidential Information within its organization to employees/personnel/contractors having a need to know such information for the purpose of this Agreement, in connection with the purposes of this Agreement, and to ensure that such employees/personnel/contractors are informed of the proprietary and confidential nature thereof and that they agree to and observe the requirements of confidentiality in accordance with this Agreement;

9.4.4. not to disclose such Confidential Information to third parties (except as permitted above) without the prior, written consent of the Disclosing Party; and

9.4.5. not to use any Confidential Information for any purpose other than the purpose of this Agreement without the prior written consent of the Disclosing Party.

9.5. The Licensee will use best efforts and will take all reasonable steps to ensure that no unauthorised person shall have access to the Muhimbi Product and that no unauthorised copy, publication, disclosure, or distribution in whole or in part, in any form of the Muhimbi Product shall be made. The Licensee acknowledges that the Muhimbi Product contains valuable Confidential Information and trade secrets of the Licensor and that unauthorised use and/or copying are harmful to the financial interests of the Licensor.

10. Data

10.1. Except for the rights expressly granted herein, all rights, titles, and interests in and to any and all proprietary rights and intellectual property rights in all the data or information submitted by or on behalf of Licensee to Muhimbi, including the data inputted by Licensee for the purpose of using the Muhimbi Products ("Customer Data"), will remain with and be the exclusive property of Licensee. Customer Data is deemed the Confidential Information of Licensee under this Agreement.

10.2. In the event that we are responsible for any loss or damage to data inputted by you for the purpose of using the Muhimbi Products, your sole and exclusive remedy shall be for us to use our reasonable commercial endeavours to retrieve your data (from up to a maximum of 30 days from the date of your notice to us). We shall not be responsible for any loss, destruction, alteration or disclosure of the data described in this paragraph caused by any third party (including those third parties sub-contracted by us to perform services related to data maintenance and back-up).

10.3. In the event that the Licensor processes any personal data on Licensee's behalf when performing its obligations under this Agreement, the Muhimbi Data Processing Terms Addendum (available at https://support.muhimbi.com/hc/en-us/articles/115015672667-Muhimbi-Ltd-Data-Processing-Terms-) shall apply. For purposes of the Muhimbi Data Processing Terms Addendum, the Licensor shall be the "data processor," and the Licensee shall be the "data controller."

11. Relevant Communication

11.1. All relevant notifications concerning this Agreement are to be carried out in writing to the last disclosed address, provided no other form is mandatory by law. A notification via fax or e-mail shall be deemed to be given as a writing. Each Party is obligated to notify the other Party of any changes in their contact address or information. Otherwise, notifications to the last disclosed address are deemed to be delivered when given.

12. Applicable Law

12.1. Both Parties agree to the application of the laws of England and Wales with the exclusion of its conflict of law rules to govern, interpret, and enforce all of the Parties' rights, duties, and obligations arising from or relating in any manner to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Both Parties agree that this Agreement is executed and accepted in London, England, United Kingdom.

12.2. For all disputes arising out of or related to this Agreement, the sole place of jurisdiction shall be the relevant court in London, England, United Kingdom. Both Parties hereby submit to the personal jurisdiction of such court and waive any such jurisdictional arguments to the contrary.

13. Miscellaneous

13.1. This Agreement constitutes the complete and exclusive understanding and agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. You agree that additional or different terms on your purchase order or from any other previous oral or written discussions or negotiations shall not apply. Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

13.2. Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).

13.3. This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

13.4. Any waiver, modification, or amendment of this Agreement must be made in writing and signed by authorized representatives of each Party. This also applies to any deviation of this writing requirement. No collateral agreements to this Agreement have been made.

13.5. We (or any future maintainer of the Muhimbi Products) shall be permitted to list and disclose your name and/or company and your products that include the Muhimbi Products on our website and related material. You hereby authorise Muhimbi to include details of Muhimbi's relationship with you in any training, marketing or promotional material produced by it or on its behalf in relation to Muhimbi or its Products.

13.6. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving you) without our prior written consent, and any action or conduct in violation of the foregoing shall be a material breach of this Agreement. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.

13.7. Should any provision of this Agreement be invalid or become invalid or should this Agreement contain an omission, then the legal effect of the other provisions shall not be affected hereby. Instead of an invalid provision, a valid provision is deemed to have been agreed upon which comes closest to what the Parties intended commercially. The same applies in the case of an omission.