

SOURCE CODE LICENSE AGREEMENT

IMPORTANT - READ THIS CAREFULLY BEFORE DOWNLOADING, INSTALLING, USING OR ELECTRONICALLY ACCESSING THIS PROPRIETARY PRODUCT.

THIS IS A LEGAL AGREEMENT BETWEEN FINSERVE. ("FINSERVE") AND YOU AS THE LICENSEE OF THE PROPRIETARY SOFTWARE INTO WHICH THIS AGREEMENT HAS BEEN INCLUDED (THE "AGREEMENT"). YOU AGREE THAT YOU ARE THE CUSTOMER, OR YOU ARE AN EMPLOYEE OR AGENT OF CUSTOMER AND ARE ENTERING INTO THIS AGREEMENT FOR LICENSE OF THE SOFTWARE BY CUSTOMER FOR CUSTOMER'S BUSINESS PURPOSES AS DESCRIBED IN AND IN ACCORDANCE WITH THIS AGREEMENT. YOU HEREBY AGREE THAT YOU ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.

FINSERVE IS WILLING TO LICENSE THE SOFTWARE TO CUSTOMER ONLY ON THE FOLLOWING CONDITIONS: (1) YOU ARE A CURRENT CUSTOMER OF FINSERVE; (2) YOU ARE NOT A COMPETITOR OF FINSERVE; AND (3) THAT YOU ACCEPT ALL THE TERMS IN THIS AGREEMENT. BY DOWNLOADING, INSTALLING, CONFIGURING, ACCESSING OR OTHERWISE USING THE SOFTWARE, INCLUDING ANY UPDATES, UPGRADES, OR NEWER VERSIONS, YOU REPRESENT, WARRANT AND ACKNOWLEDGE THAT (A) CUSTOMER IS A CURRENT CUSTOMER OF FINSERVE; (B) CUSTOMER IS NOT A COMPETITOR OF FINSERVE; AND THAT (C) YOU HAVE READ THIS AGREEMENT, UNDERSTAND THIS AGREEMENT, AND THAT CUSTOMER AGREES TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, FINSERVE IS UNWILLING TO LICENSE THE SOFTWARE TO CUSTOMER, AND THEREFORE, DO NOT COMPLETE THE DOWNLOAD PROCESS, ACCESS OR OTHERWISE USE THE SOFTWARE, AND CUSTOMER SHOULD IMMEDIATELY RETURN THE SOFTWARE AND CEASE ANY USE OF THE SOFTWARE.

1. **SOFTWARE:** The FINSERVE software accompanying this Agreement, may include Source Code, Executable Object Code, associated media, printed materials and documentation (collectively, the "Software"). The Software also includes any updates or upgrades to or new versions of the original Software, if and when made available to you by FINSERVE. "Source Code" means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation. "Executable Object Code" means the computer programming code in any other form than Source Code that is not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation. "Site" means a Customer location controlled by Customer. "Authorized User" means any employee or contractor of Customer working at the Site, who has signed a written confidentiality agreement with Customer or is otherwise bound in writing by confidentiality and use obligations at least as restrictive as those imposed under this Agreement.

2. **LICENSE GRANT:** Subject to the terms and conditions of this Agreement, in consideration for the representations, warranties, and covenants made by Customer in this Agreement, FINSERVE grants to Customer, during the term of this Agreement, a personal, non-exclusive, non-transferable, non-sub licensable license to:

a. install and use Software Source Code on password protected computers at a Site, restricted to Authorized Users;

- b. create derivative works, improvements (whether or not patentable), extensions and other modifications to the Software Source Code (“Modifications”) to build unique scalable newsfeeds, activity FINSERVEs, and in-app messaging via FINSERVE’s application program interface (“API”);
- c. compile the Software Source Code to create Executable Object Code versions of the Software Source Code and Modifications to build such newsfeeds, activity streams, and in-app messaging via the API;
- d. install, execute and use such Executable Object Code versions solely for Customer’s internal business use (including development of websites through which data generated by FINSERVE services will be streamed (“Apps”));
- e. use and distribute such Executable Object Code as part of Customer’s Apps; and
- f. make electronic copies of the Software and Modifications as required for backup or archival purposes.

3. **RESTRICTIONS:** Customer is responsible for all activities that occur in connection with the Software. Customer will not, and will not attempt to: (a) sublicense or transfer the Software or any Source Code related to the Software or any of Customer’s rights under this Agreement, except as otherwise provided in this Agreement, (b) use the Software Source Code for the benefit of a third party or to operate a service; (c) allow any third party to access or use the Software Source Code; (d) sublicense or distribute the Software Source Code or any Modifications in Source Code or other derivative works based on any part of the Software Source Code; (e) use the Software in any manner that competes with FINSERVE or its business; or (e) otherwise use the Software in any manner that exceeds the scope of use permitted in this Agreement. Customer shall use the Software in compliance with any accompanying documentation any laws applicable to Customer.

4. **OPEN SOURCE:** Customer and its Authorized Users shall not use any software or software components that are open source in conjunction with the Software Source Code or any Modifications in Source Code or in any way that could subject the Software to any open source licenses.

5. **CONTRACTORS.** Under the rights granted to Customer under this Agreement, Customer may permit its employees, contractors, and agencies of Customer to become Authorized Users to exercise the rights to the Software granted to Customer in accordance with this Agreement solely on behalf of Customer to provide services to Customer; provided that Customer shall be liable for the acts and omissions of all Authorized Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not and shall not permit any Authorized User to use the Software except as expressly permitted in this Agreement.

6. **COMPETITIVE PRODUCT DEVELOPMENT:** Customer shall not use the Software in any way to engage in the development of products or services which could be reasonably construed to provide a complete or partial functional or commercial alternative to FINSERVE products or services (a “Competitive Product”). Customer shall ensure that there is no direct or indirect use of, or sharing of, Software source code, or other information based upon or derived from the Software to develop such products or services. Without derogating from the generality of the foregoing, development of Competitive Products shall include having direct or indirect access to, supervising, consulting or assisting in the development of, or producing any specifications, documentation, object code or source code for, all or part of a Competitive Product.

7. **LIMITATION ON MODIFICATIONS:** Notwithstanding any provision in this Agreement, Modifications may only be created and used by Customer as permitted by this Agreement and Modification Source Code may not be distributed to third parties. Customer will not assert against FINSERVE, its affiliates, or their customers, direct or indirect, agents and contractors, in any way, any patent rights that Customer may obtain relating to any Modifications for FINSERVE, its affiliates’, or

their customers', direct or indirect, agents' and contractors' manufacture, use, import, offer for sale or sale of any FINSERVE products or services.

8. **DELIVERY AND ACCEPTANCE:** The Software will be delivered electronically pursuant to FINSERVE standard download procedures. The Software is deemed accepted upon delivery.

9. **IMPLEMENTATION AND SUPPORT.** FINSERVE has no obligation under this Agreement to provide any support or consultation concerning the Software.

10. **TERM AND TERMINATION.** The term of this Agreement begins when the Software is downloaded or accessed and shall continue until terminated. Either party may terminate this Agreement upon written notice. This Agreement shall automatically terminate if Customer is or becomes a competitor of FINSERVE or makes or sells any Competitive Products. Upon termination of this Agreement for any reason, (a) all rights granted to Customer in this Agreement immediately cease to exist, (b) Customer must promptly discontinue all use of the Software and return to FINSERVE or destroy all copies of the Software in Customer's possession or control. Any continued use of the Software by Customer or attempt by Customer to exercise any rights under this Agreement after this Agreement has terminated shall be considered copyright infringement and subject Customer to applicable remedies for copyright infringement. Sections 2, 5, 6, 8 and 9 shall survive expiration or termination of this Agreement for any reason.

11. **OWNERSHIP.** As between the parties, the Software and all worldwide intellectual property rights and proprietary rights relating thereto or embodied therein, are the exclusive property of FINSERVE and its suppliers. FINSERVE and its suppliers reserve all rights in and to the Software not expressly granted to Customer in this Agreement, and no other licenses or rights are granted by implication, estoppel or otherwise.

12. **WARRANTY DISCLAIMER.** USE OF THIS SOFTWARE IS ENTIRELY AT YOURS AND CUSTOMER'S OWN RISK. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER. FINSERVE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, RESULTS, EFFORTS, QUALITY OR QUIET ENJOYMENT. FINSERVE DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE, WILL FUNCTION WITHOUT INTERRUPTION, WILL MEET ANY SPECIFIC NEED THAT CUSTOMER HAS, THAT ALL DEFECTS WILL BE CORRECTED OR THAT IT IS SUFFICIENTLY DOCUMENTED TO BE USABLE BY CUSTOMER. TO THE EXTENT THAT FINSERVE MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT.

13. **LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMISSIBLE BY LAW, FINSERVE'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE SOFTWARE OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED \$100. IN NO EVENT WILL FINSERVE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THE SOFTWARE EVEN IF FINSERVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES THAT THIS PROVISION REFLECTS THE AGREED UPON ALLOCATION

OF RISK FOR THIS AGREEMENT AND THAT FINSERVE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

14. **GENERAL:** Customer may not assign or transfer this Agreement, by operation of law or otherwise, or any of its rights under this Agreement (including the license rights granted to Customer) to any third party without FINSERVE prior written consent, which consent will not be unreasonably withheld or delayed. FINSERVE may assign this Agreement, without consent, including, but limited to, affiliate or any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void. FINSERVE shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control.

15: **NOTICES:** All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic mail, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth in the customer agreement between FINSERVE and Customer and will be effective upon receipt or when delivery is refused. This Agreement will be governed by and interpreted in accordance with the laws KENYA and the courts of Kenya shall have jurisdiction over any claim or proceeding arising from this license.

16. **NO WAIVER:** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Customer shall not violate any applicable law, rule or regulation, including those regarding the export of technical data. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.” This Agreement (including all exhibits and attachments) constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by Customer to FINSERVE will have no effect.