



## **“END USER LICENSE AGREEMENT”**

### **IMPORTANT-READ CAREFULLY:**

This End User License Agreement ("EULA") is a legal agreement between YOU as Licensee and Swahili Technologies for the use of SchoolMtandao, as defined below. By using SchoolMtandao, YOU agree to be bound by the terms and conditions contained in this EULA.

### **DEFINITIONS**

In this End User License Agreement,

"EULA" shall mean this End User License Agreement

"Licensor" shall mean Swahili Technologies

"Licensee" shall mean YOU or the organization (if any) on whose behalf YOU are taking the EULA.

"SchoolMtandao" or "SOFTWARE" shall mean SchoolMtandao and any additional modules or add-ons delivered by Swahili Technologies.

The term "SOFTWARE" includes, to the extent provided by Swahili Technologies:

1. Any revisions, updates and/or upgrades there to;
2. Any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products;
3. Anything in any form whatsoever intended to be used with or in conjunction with the SOFTWARE; and
4. Any associated media, documentation (including physical, electronic and on-line) and printed materials (the "Documentation").

"SchoolMtandao (online website and/or mobile application)" shall mean any edition of the SOFTWARE, which is available through [www.schoolmtandao.co.tz](http://www.schoolmtandao.co.tz) or/and [www.schoolmtando.com](http://www.schoolmtando.com).

"RELEASE" refers to any version of the SOFTWARE or any other material which has been commercialized by Swahili Technologies during or after delivering a SOFTWARE, including any kind of software supplied with the aim of improving either functions or performance of the SOFTWARE, increasing its capacity or improving the SOFTWARE usage, with the aim of mending possible mistakes in the SOFTWARE logic, together with its documentation.

"DOCUMENTATION" refers to the User's Manual as well as any other material given by Swahili Technologies in order to be used with the SOFTWARE.

### **1. Purpose of the Agreement**

This is a License Agreement ("Agreement") between two parties, a bona fide engaged in online school management activity.

LICENSER hereby grants the LICENSEE a non-exclusive, non-transferable license to use the SOFTWARE listed solely for educational purposes in a school context only. Use of the Software for any other purpose constitutes a material breach of this Agreement.

By virtue of accepting the terms and conditions established in this EULA the LICENSEE does not acquire any ownership of copyright or other intellectual property rights in any part of the SOFTWARE. The LICENSEE is only entitled to use the SOFTWARE in accordance with the terms and conditions set forth in this EULA.

By using the SOFTWARE The LICENSEE agrees to accept the terms and conditions established in this EULA.

## 2. Evaluation License

SchoolMtandao is not free software. Unregistered use of the SOFTWARE is violation of international conventions on copyright law.

## 3. Validity of the License Grant

The grant of any license here under shall only become effective from the moment the LICENSEE pay the issued invoice for the total price of the License(s) and/or the annual subscription. The license is valid for 365 days only from the payment date.

## 4. License and Software Support Fees

- a) The License granted by this Agreement is charged at **TZS 150,000 (One Hundred and Fifty Thousand Only)** as setup cost paid once.
- b) The total Software Maintenance and Support Services Fee is FREE OF ANY CHARGE for all users with valid license.
- c) The annual subscription is depending on package selected and the number of students (**active and inactive**) during the year and shall be paid annually.
- d) Licensee will fill **SchoolMtandao Maintenance Form I** at the beginning and ending of each license year.
- e) Any increase in number of registered students over the package limit will be charged during the renewal of agreement or termination of agreement.
- f) Two days training (3-4 Hours Per day) The training will cover all issues for management, academic and account roles. In additional, one day training for teachers or any additional training apart from the above mentioned in section 4.e will cost TZS 50,000.

## 5. Payments:

All payment shall be paid in favor of:

**Beneficiary:** Swahili Technologies

**Bank:** The Peoples Bank of Zanzibar

**Account Number:** 0829456001

Together with this agreement a licensee shall fill a **SchoolMtandao Maintenance Form II**

## **5. Products' Ownership**

Any rights on the Products, partial or full copies thereof, as well as any related documents provided by the LICENSER, are and shall always be the exclusive property of the LICENSER. The LICENSEE agrees not to sell, resale, lease, sublease or reproduce, copy, or transfer in any way, whether totally or partially, the Products herein.

The LICENSER shall remain the sole proprietor of the ownership, royalties and all copyrights and patent rights on the Products. The SOFTWARE are protected by copyrights as well as by the applicable International Copyright Laws and Treaties. No right whatsoever concerning the usage, modification, license or any other type of exploitation of any of the brands, trade names, logos, websites, domain names, or any other Patent Rights which may be the property of the LICENSER, are hereby granted. Specifically, The LICENSEE is not licensed nor authorized to develop the SOFTWARE or to create new versions of the same. Updates and upgrades to the SOFTWARE may be provided by the LICENSER from time-to-time upon the terms and conditions offered at each time. The LICENSER may provide updates and upgrades to the SOFTWARE (online website) for free or for any charge and through its chosen manner of access and distribution, all in the LICENSER's sole discretion.

## **6. Maintenance and Support Services.**

Having a valid license upgrading a LICENSEE contracted Maintenance and Support Service which is provided free of charge.

Swahili Technologies support customers using telephone, whatsapp and remoting desktop. Any call for site visit and on-desk support will be charged for transport and/or fuel expenses.

## **7. Customization and Updating SchoolMtandao**

Swahili Technologies will update SchoolMtandao once or twice in a month depend on customization requests. Licensee may request a customization using phone number 0777118462 or email rsuweyd@gmail.com and Licensee will be notified for all updated requests.

## **8. Data**

### **Processing**

Licenser shall process information about licensee in accordance with our privacy policy, which is also be found together with this document. By using SchoolMtandao, you consent to such processing and you warrant that all data provided by you is accurate.

### **Protection**

Swahili Technologies has a responsibilities to store, protect, backup and restore all licensee data. However, licensee must not misuse SchoolMtandao by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. Licensee must not attempt to gain unauthorized access to our SchoolMtandao website, the server on which our site is stored or any server, computer or database connected to our site. By breaching this

provision, Swahili Technologies shall terminate your license and automatic the agreement will come to an end.

#### **Non-renewed license.**

All data will be stored for 30 days after a valid license expired.

### **9. Variations**

Licensor may revise these terms of use at any time by amending this document. Licensee will be notified for any changes made. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on Licensor website.

### **10. Packages:**

SchoolMtandao has three different packages as follows: -

**Anzisha:** For small schools, with minimum of 30 students and it charged TZS o.

**Kuzisha:** Growing a mid-sized schools with minimum of 31 students to a maximum of 500 students. TZS 250,000 will be charged annual.

**Paisha:** For any school with minimum of 501 student to maximum of 1000 students. TZS 500,000 will be charged annual.

### **11. Use of Customer Name**

Customer agrees that the LICENSER may use Customer's name and logo in advertisements, other promotional material and the LICENSER'S website.

### **12. END OF TERM AND CONDITIONS - Copyright Swahili Technologies**

I accept the Terms & Conditions of SchoolMtandao (powered by Swahili Technologies) End User License Agreement.

Customer	SchoolMtandao (Powered By Swahili Technologies)
Signature	Signature
Name	Name
Date	Date



## SCHOOLMTANDAO MAINTANCE FORM I

<b>SCHOOL NAME:</b>		
<b>ADDRESS:</b>		
<b>PHONE NUMBER:</b>		
<b>EMAIL ADDRESS:</b>		
<b>CATEGORY</b> <i>Tick when applicable</i>	<b>NURSERY SCHOOL</b>	
	<b>PRIMARY SCHOOL</b>	
	<b>SECONDARY SCHOOL</b>	
<b>DATE OF FILLING FORM:</b>		
<b>NUMBER OF STUDENTS:</b>	<b>PREVIOUS YEAR</b>	
	<b>CURRENT YEAR</b>	
<b>CURRENT ACADEMIC YEAR:</b>		
<b>CONTACT PERSON NAME</b>		
<b>CONTACT PERSON PHONE</b>		
<b>PRICE</b> <i>any change in number of students, with description</i>		
<b>SIGN AND STAMP</b>		



## SCHOOLMTANDAO MAINTANCE FORM II

<b>SCHOOL NAME:</b>			
<b>ADDRESS:</b>			
<b>PHONE NUMBER:</b>			
<b>EMAIL ADDRESS:</b>			
<b>PACKAGE</b> <i>Tick when applicable</i>	<b>ANZISHA</b>	<b>TZS 0</b>	
	<b>KUZISHA</b>	<b>TZS 250,000</b>	
	<b>PAISHA</b>	<b>TZS 500,000</b>	
<b>OTHER COST:</b>	<b>SETUP COST</b>	<b>TZS 150,000</b>	
	<b>ADDITIONAL TRAINING</b>		
	<b>THERMAL PRINTER</b>	<b>TZS 400,000</b>	
<b>TOTAL COST</b>			
<b>CURRENT ACADEMIC YEAR:</b>			
<b>CONTACT PERSON NAME</b>			
<b>CONTACT PERSON PHONE</b>			
<b>SIGN AND STAMP</b>			