

INETS Company Limited hereby grants a school and associated system users a non-transferable, revocable authorization to access and use ShuleSoft, using of ShuleSoft's services, systems, applications and websites (referred to collectively as the "ShuleSoft Services") is subject to the terms specified herein.

1. Definitions and Interpretation

- 1.1 **Company** means INETS Company Limited a company duly incorporated and existing under the Laws of Tanzania with incorporation number 92016, which develop and own ShuleSoft and ShuleSoft services
- 1.2 **Party** means the company or School, the term "Parties" shall have a corresponding meaning
- 1.3 **ShuleSoft Account** means an online account created for user which allow users to login by using username and password
- 1.4 **Users** means any person who have an access and registered to use ShuleSoft system for a school include and not limited to Student, Parent, Teacher, Non-Teaching Staff.

2. Accessing ShuleSoft

- 2.1 User must be registered in ShuleSoft to gain access of using ShuleSoft Services, dedicated school staff must be responsible for adding and granting access to users who can use the system.
- 2.2 User shall have access basing on the access level or user permissions provided by Dedicated School Staff to respective ShuleSoft Account
- 2.3 To access ShuleSoft services user must login to a respective school ShuleSoft system by using ShuleSoft Account.
- 2.4 User can use the same ShuleSoft Account to access other ShuleSoft services, using some of these ShuleSoft Services may require acceptance of terms and conditions for specific ShuleSoft Service, user must read, understand and accept those terms before using a particular ShuleSoft Service.
- 2.5 User agree and understand that is responsible for maintaining the confidentiality of passwords associated with any ShuleSoft Account, user use to access the ShuleSoft services.

3. Service Availability

- 3.1 ShuleSoft Systems will be online 24/7 throughout the year,
- 3.2 Specific services will be unavailable during maintenance period for scheduled maintenance, school shall receive advance notice not less than forty-eight (48) hours before maintenance, scheduled maintenance will be performed between 12:00 AM and 05:00 AM EAT

4. ShuleSoft Services

- 4.1 Hosting services that enable school to access ShuleSoft via the World Wide Web, the company provides online space on a server to host school Data and System.
- 4.2 Software Data Backup and recovery by providing online data backup for school to store data automatically, data recovery shall be done from these data backups or from online data backup.
- 4.3 Customization and upgrades of existing features of the system which involve improvement, enhancement of system performance and functionalities to a better version to respective school.
- 4.4 Maintenance, keeping the software up and running and improve performance by providing corrective, adaptive, perfective and preventive measures.
- 4.5 Support services
- 4.6 Integrated ShuleSoft Service which include and not limited to Electronic payment services, Internet and normal Messaging services.

5. Confidentiality

Parties Agree not to disclose, alter, divulge, reveal, report or use confidential information, for any purpose, except as authorized by disclosing party or where such confidential information has been disclosed to the general public.

6. Limitation of Liability

The company shall not be liable to user for any loss or damage which may be incurred by user, include and not limited to the loss or damage as result of;

- 6.1 User failure to keep the password or ShuleSoft Account secure and confidential
- 6.2 The deletion or editions of any information or data recorded in ShuleSoft by user
- 6.3 Third-parties system failure include not limited to Electronic payment integration, failure of school smartphone for KaribuSMS

7. School Responsibilities

- 7.1 To appoint and approve system admin who can deal with the administration of the ShuleSoft Services.
- 7.2 To perform data entries and record information correctly.
- 7.3 Provide awareness, instructions and directions to users concerning ShuleSoft Services.
- 7.4 Provides access to computing devices, electricity and internet for school staff to use ShuleSoft Services.

8. Company Responsibilities

- 8.1 To provide training, support, hosting and Maintenance to keep ShuleSoft up and running 24/7 throughout the year.
- 8.2 To provide customization and upgrades by improving ShuleSoft performance and enhancing functionalities
- 8.3 Ensure online backup and data recovery
- 8.4 Ensure ShuleSoft security, involving protection from internal and external attacks, this includes all configurations, updates and maintaining SSL certificates, ensuring and validating transaction security keys, passwords and secret codes used within the server or shared by any third party.
- 8.5 Working with third-party partners including banks to make sure that their integrated payment services are secured.

9. Payment Terms

- 9.1 School hereby agreed to pay for the service fee once acknowledge of an undisputed invoice delivered.
- 9.2 Means of Payment shall be By Standing Order for automatic deduction of the required amount from school dedicated bank account (bank operating in Republic of Tanzania) to the designated Company bank account;
 - 9.2.1 Standing order to specify the date for payment of total service fee on monthly or semi-annually or annually plan
 - 9.2.2 School shall sign and submit Standing Order within five (5) working days after receiving an undisputed invoice and upload the copy in ShuleSoft.
 - 9.2.3 School shall provide thirty (30) days' written notice for any cancellation or termination of standing order.

10. Taxation

Any taxes, charges, impositions or levies imposed on a Party or on a Party's performance of its obligations including income taxes, Excise Tax, Withholding Tax and other taxes shall be paid by that Party, it being solely that Party's obligation to collect and remit such taxes to the relevant taxing authorities.

11. Modification and communication

The Company reserves the right to modify these terms of service, modification to the terms of service are effective when school use ShuleSoft services subsequent to the acceptance of such modification once publicized and communicated, support@shulesoft.com shall be used for communication for notices, modifications, upgrades and general information.

12. Termination

- 12.1 Either Party shall forthwith terminate the ShuleSoft service by giving written notice to the other Party if the other Party commits any other material breach of this terms and if the material breach is capable of remedy, fails to remedy it within seven (30) days after being given written notice, giving full particulars of the material breach and requiring it to be remedied or
- 12.2 If either of the parties use or is suspected of using ShuleSoft in furtherance of any unlawful or criminal activity, including without limitation of, tax evasion, money laundering or the funding of terrorism activities, then termination of shall be without prejudice to all accrued rights and obligations of the Parties and to all obligations expressed to continue or take effect after termination.
- 12.3 In event of termination as specified in Sections 12.1 and 12.2, no portion of any service fee of any kind whatsoever previously provided shall be owed or be repayable or refunded to school.

13. Governing Law

These terms of service shall be governed and construed by the laws of the United Republic of Tanzania.

14. Acceptance

I acknowledge and agree to and will abide by all the terms and conditions specified during the course of using ShuleSoft services.

Acceptance

I accepted my school to use ShuleSoft for managing academics, users, financial accounting, reports and other ShuleSoft services

onto this 25th day of June 2021

Services Scope

1. INETS Company to provide ShuleSoft and associated service which embrace hosting, data backup, maintenance, customization of the system to meet school needs and providing training and support.
2. School to control and manage users, academic, financial accounting and reports by ensuring and performing data entry, record keeping, register users and update user's information on regular basis. Provide to INETS with regularly reports on users' queries or for any issues or problems in a timely manner.

School Particulars

School Name: CHATO COLLEGE OF HEALTH SCIENCES AND TECHNOLOGY P.o Box Address 73

Registration No: REG/HAS/158 Region: GEITA

District: CHATO

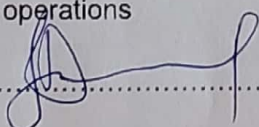
Number of Students 450 Ward: BWINA

School Contact Person

Full name DAVID J. MADHU Designation ACCOUNTANT

Telephone number 0746154600 Email chatocollest@gmail.com

I acknowledge and agree to and will abide by all the terms of service for ShuleSoft services during the course of these operations

Signature: - 

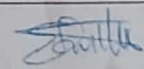
Date: - 25th day of June 2021

INETS Company Ltd

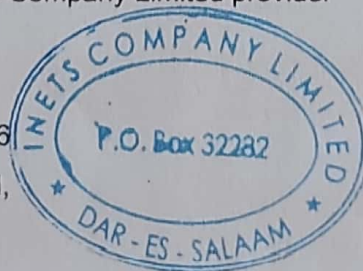
For and on behalf of the INETS Company Limited provider and owner of ShuleSoft:

Name: Ephraim Swilla

Designation: Chief Executive Officer

Signature: 

Located at 2nd Floor, Block 576
Mbezi Beach, Bagamoyo Road,
Dar es salaam, Tanzania



SHULESOFT APPLICATION FORM



Please complete this form in CAPITAL LETTERS and make sure ALL the sections are completed.

A. TO BE FILLED BY SCHOOL MANAGEMENT

School Name:

CHATO COLLEGE OF HEALTH SCIENCES AND TECH

School Registration Number:

REGHAS158

School Physical Address:

MBUYE STREET, CHATO - GEITA.

Average Number of Students:

450

School's Key Contact Person:

DAVID JOEL MADUHU

School's Key Contact Person Designation:

ACCOUNTANT

Key Person Telephone/ Mobile Number:

0746154600

School Email address:

chatocohest@gmail.com

NMB Bank account Name of the School:

CHATO COLLEGE OF HEALTH SCIENCES AND TECHNOLOGY

NMB Bank account Number of the School:

32710008227

Does the School have NMB Internet Banking facility?: Yes ☒

No ☐

SELECT SHULESOFT PLAN (tick appropriate)

Digital Learning ☐

Premium ☐

Module ☐

Basic Plan ☐

School Authorized Signature

Customer Name:

DR JOEL-L. MADUHU

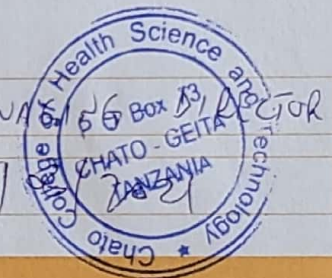
Title:

MANAGING DIRECTOR

Signature:

Date & stamp:

30/



B: FOR NMB USE ONLY

LEAD GENERATOR CODE /STAFF CODE

Staff Name:

Signature & stamp:

Date:

Branch Management Name:

Signature & stamp:

Date: