# 

# Software License and Software Disclaimer of Warranty

This a legal document which is an agreement between you, the Licensee, and Techsavanna Co Ltd.By opening/installing the software, Licensee agrees to become bound by the terms of this agreement, which include the Software License and Software Disclaimer of Warranty.

## License

This software, (herein after “Software”) is owned by Techsavanna Co Ltd ("Licensor"), which reserves all rights not granted to you by this Agreement. This Software is copyrighted and protected by both the Kenyan copyright laws and international treaty provisions. As the purchaser of this Software, you receive only ownership of the copyrighted written material and program disks in the package and a non-exclusive license to use the Software recorded on the program disks, on the following terms and conditions.

*You May:*

1. Use the Software on only *one computer* by one user at a time, even if the Software is distributed in more than one disk size or format. If you desire additional users of the Software, such as on a network or multi-user computer, you must purchase an additional copy of the Software for each simultaneous user. The Software is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, or other storage device) of that computer.
2. Make one backup copy of the software. The Software is owned by Techsavanna Co Ltd or its suppliers and is protected by Kenyan copyright laws and international treaty provisions.
3. Therefore, you must treat the Software like any other copyrighted material (e.g. a book or a musical recording) except that you may either (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single hard disk provided you keep the original solely for backup or archival purposes. You may not make multiple copies of Software nor the written materials accompanying the Software.
4. Transfer the Software and accompanying written materials on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement.
5. Copy, alter and modify all example source code included in the Software with the exception than any TechSavanna Co. copyright notices may not be removed or altered.

**Restrictions**

You May Not:

1. Use a thin client such as Terminal Services, Remote Desktop Connection (RDC), Citrix etc. to access the Software remotely over the network unless a Server license has been purchased.
2. Use the software at more than one postal location. If you have purchased a Server license, and you are using a thin client to access the Software, it may only be done so at one physical location (one postal address). Contact us for an Enterprise Wide license if you need to do this.
3. Use the Software to develop derived works that offer similar or competing functionality as the Software, or expose features of the Software through an application programming interface for use by an unlicensed party.
4. Use the software to develop derived works that offer similar or competing functionality as the Software for any development platform (e.g. .NET, Amazon Web Services or any other Platform as a Service).
5. Use or permit this Software to be used except as permitted by this Agreement.
6. Loan, rent, copy or sub-license this Software except as permitted above.
7. Alter, modify, reverse engineer, decompose or disassemble compiled, binary format files included in the Software.
8. Register this software on a Server (e.g. Windows 2012 Server, Windows 2016 Server) without having purchased a Server License.
9. Use this software a non-server VM (virtual machine), where the VM itself is being hosted by a server operating system.
10. Export this product in violation of the Export Administration Act and the regulations thereunder.
11. Duplicate the written documentation accompanying the Software.

**Term**

This License is effective until terminated. This License will terminate automatically without notice from Techsavanna Co Ltd if Licensee fails to comply with any term or condition of this License. The Licensee agrees upon such termination to return or destroy the written materials and all copies of the software. The Licensee may terminate the agreement by returning or destroying the program and documentation and all copies thereof.

## Limited Warranty

Techsavanna Co Ltd warrants that the Software will perform substantially in accordance with the written materials and the program disk, instructional manuals and reference materials are free from defects in materials and workmanship under normal use for 30 days from the date of receipt. All express or implied warranties of the software and related materials are limited to 30 days.

Except as specifically set forth herein, the Software and accompanying written materials (including instructions for use) are provided “as is” without warranty of any kind. Further, Techsavanna Co Ltd does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the software or written materials in terms of correctness, accuracy, reliability, currentness, or otherwise. The entire risk as to the results and performance of the software is assumed by Licensee and not by Techsavanna Co Ltd or its distributors, agents or employees.

EXCEPT AS SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE, THE ACCOMPANYING WRITTEN MATERIALS, AND ANY ACCOMPANYING HARDWARE.

**Remedy:**

Techsavanna Co Ltd’s entire liability and the Licensee’s exclusive remedy shall be, at Techsavanna Co Ltd’s option, either (a) return of half the price paid or (b) repair or replacement of the software or accompanying materials. In the event of a defect in material or workmanship, the item may be returned within the warranty period to Techsavanna Co Ltd for a replacement without charge, provided the license previously sent to the limited warranty registration card to Techsavanna Ltd or can furnish proof of the purchase of the program. This remedy is void if failure has resulted from accident, abuse, or misapplication. Any replacement will be warranted for the remainder of the original warranty period.

NEITHER TECHSAVANNA CO LTDNOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, SALE OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR THE INABILITY TO USE SUCH PRODUCT EVEN IF TECHSAVANNA CO LTDHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILTY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LIMITATIONS ON DURATION OF IMPLIED WARRANTY, THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE.

U.S. Government Rights

This Software was developed entirely with private funds, and not as part of the performance of a contract with the U.S. Government. The U.S. Government has no special rights with respect to use, duplication or disclosure, other than as provided for in the Agreement.

General

Should any provision of this Agreement be void or not enforceable, the remainder of this Agreement shall continue in full force and effect.

This agreement is governed by the laws of Kenya.