1. END USER LICENSE AGREEMENT

THIS SOFTWARE END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT **BETWEEN YOU** (EITHER AN INDIVIDUAL OR, IF PURCHASED OR ACQUIRED BY OR FOR AN ENTITY, AN ENTITY) AND **DOS**. IT PROVIDES A LICENSE TO USE THIS SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE YOU ARE INDICATING YOUR ASSENT TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING TERMS, DO NOT DOWNLOAD OR INSTALL THE SOFTWARE, DISCONTINUE ITS USE IMMEDIATELY AND DESTROY ALL COPIES IN YOUR POSSESION.

2. DEFINITIONS

a) "DOS" means DabarObjects Solutions Limited registered at No 10, Usman Sarki Crescent,Habibat House, Utako District, Abuja, Nigeria

b) "Software" means the executable code of Store Harmony, its libraries,any updates provided by DOS, any user manuals, guides, and printed materials, on-line or electronic documentation.

c) "Activation Code" means a serial number found inside your CD pack or sent during download to enable you use Store Harmony Software.

d) "License Key" means a serial number issued to you by DOS after activation to give identity to the Software and your online account.

e) "A Store" represents a single database management system at aphysical geographical location, where your stock, be it warehouse or outlet(s) is located.

f) "Store Harmony" means software for managing your stock database, sales, accounts and customer profile.

g) "Spike" or "SMS Spike" means the SMS messaging platform used by Store Harmony in delivering all your SMS related operations and handling all your online related services.

h) "Per Store" means Stock/Per-Admin/Per-Database/Per-Computer/Per-Location. This basically means you will have to buy another license once any other the stated factors changes

i) "Database". A database is additional software used for DBMS, (Database Management System) by Store Harmony to keep your records so that it can recall it later.

j) "Per-Database" means you will have a single installation of a database containing only one Schema for store harmony in a geographical location where you intend to use Store Harmony.

k) "Admin User" is You OR an individual authorized by you to use the Software through the assignment of a single user ID, regardless of whether or not the individual is using the Software at any given time. A

non-human operated device is counted as a User in addition to all individuals authorized to use the Software, if such device can access the Software.

l) "Maintenance Plan" is a time-limited right to technical support and Software updates and upgrades. Technical support only covers issues or questions resulting directly out of the operation of the Software. DOS will not provide you with generic consultation, assistance, hardware repairs and maintenance, networking or advice under any other circumstances.

3. LICENSING AND ACTIVATION OF SOFTWARE

Introduction

Licensing is determined by the following factors:

1. Administrator – the account that controls all other accounts. Per Store refers to only one of such account
2. Computer Machine – the computer be it laptop or desktop or any system with a microprocessor capable of running the standard licensed version of the software. Per Store refers to only one computer machine.
3. Location – a geographical point where a building that contains your stock or your delegated stock is located. Per Store refers to only one location.
4. Database – a Database Management System Software running a database schema used by the Software to hold your stock database. Per store refers to only one database schema. Consult your Database administrator for the meaning of database schema.

You agree that in your License Planning, Once any of the above 4 factors increases (or duplicated) for which the software must function in the new duplicate or increase, you must license another copy of the software.

License Types

Store Harmony Licensing Pricing is done on the basis of the volume of your stock which is located per store running a single database system. When you purchase a license, it will carry a volume limitation for your stock per store. This limitation is based on the number of items available in your store NOT classification of items but number of individual item in the basic form in which it's sold. For example, if you sell to customers in

cartons, then the license is based on the number of cartons in your store. If you are a retail store, you pay based on the individual number of items in your store.

There are 4 types of licensing operation for the software:

1. Standard User Activation
2. User License Volume Upgrade
3. User License Restoration
4. Enterprise License Activation + User Point Extension

During purchase of software, you are provided with an activation code which you must provide during the installation of the software to authenticate your copy of the software. Upon the activation of the software, DOS will provide you with a new permanent registration number or ("License key" or "Account Code") for your software which is sent to your email and phone using SMS. You are **required to keep both your activation code and your new license key safe and secure**. Theft of either of these codes may results in the compromise of your account or license. Loss of activation code will result in a new purchase during an account restoration exercise.

Standard User Activation - DOS provides you with a license activation code which will provide a **Full User Activation** making the full features of the software available and provides you access to take stock to the maximum capacity of volume that comes with your license. The activation process will provide you with a permanent registration number ("License key") and grants you a limited, non-exclusive, non-transferable license to utilize the software as described.

Upgrade License – DOS provides upgrade license to users who have exceeded the volume allowed by their initial activation and require having the capacity of their license expanded. The Upgrade Activation Code that is provided will upgrade the capacity of their stock by the volume available in the upgrade license. Trial License Users are automatically upgraded to Full License users upon Upgrade Licensing Operation.

Account Restoration License – An account restoration license is purchased by customers who have corrupted their initial license either as a result of system crash or data corruption of any kind.

Standard PlusOne License – DOS provides licenses for standard users which will allow them to expand the number of point of access within their store to accommodate other users within the same network of computers. Standard Users are required to pay a certain percentage of their existing plan to activate a PlusOne plan.

Enterprise License (PlusOne License) – DOS provides the enterprise license for users who want to setup a large scale operation of sales and inventory that will operate in a networked environment running more than 1 instances of the software. Enterprise Users are provided with a number of special licenses named (PlusOne) which allows them to add more points to their central enterprise management point where the admin resides. The Admin User of the software may install and use the Software on up to the number of computers allowed by the enterprise license (including operating systems and Virtual Machine Environments) that are connected to each other in a network. A TCP/IP connection is required between these computers to enable a PlusOne Activation.

Users who have multiple shops scattered across geographical locations will have to purchase full user license activation per each geographical location.

For Enterprise Users, PlusOne is NOT available as a solution for multiple location setups except if the User deploys an effective VPN network connecting all the shops into a single network or subscribes to our future remote options.

Trial License - DOS makes a trial license activation code available to users who download the software from its website on a trial basis for **Trial User Activation**. The trial license activation will provide access to manage very limited stock items and limited features and you will have the option of paying for a full license in order to use the Software for the full management of your store. Upon your payment for the full user license, you are sent a standard user activation code.

4. STORE HARMONY LICENSE RENEWAL

DOS provides a number of services for Store Harmony users such as Email reports, Remote Delegation, Mobile Web Reporting, Online Internet Marketplace (allowing your store to be hosted and accessible online and via mobile phones), Regular Download of Software Updates from DOS. Access to such services are renewed yearly at a percentage of your current license plan. Failure to renew this subscription every year starting from the first date of license activation, will automatically disconnect you from the listed service and many more internet based services and your software support. NOTE: the said disconnection will not affect your local operation of the software. Only internet related services and software support are cut off.

5. SYSTEM FAILURE OR SYSTEM UPRGADE

Licence Restoration – An account restoration licensing operation also termed "store harmony welcome back" is a process of restoration of an existing license which may have been lost as a result of a system crash or hardware upgrade or operating system re-installation.

In an event of an anticipated system failure, computer upgrade or re-installation of your operating system, you are required to transfer your license using an **external drive**from the particular failing system to another new system or the same after being re-installed. Failure to do so, if your license is destroyed or deleted during a reformat, you will be required to pay for an Account Restoration License Code which is charged at a reduced price compared to the original license cost.

Transfer of license is an operation available within the software giving you the option to transfer your license from the bad system to the new one.

WARNING: This operation immediately invalidates your current license meaning you will not be able to continue using it. You agree that in a situation where this happens, DOS will not be held responsible for any loss of data or complication of operations.

6. REFUND POLICY

Where a trial version of the software is made available by DOS, you are advised to check that it is fit for your particular application. NO REFUND WILL BE GIVEN if you purchase the software. You can obtain a limited license edition to test and verify the compliance of the software with your business operations. We offer NO REFUND once the software is purchased.

7. RESELLER DISCLAIMER

DOS works and will work with a number of licensed resellers who provide valid copies of the software license to you at retail rates. DOS is not responsible for any inconsistencies attributed to the reseller. A reseller operates as an independent entity and may provide additional terms which may govern your relationship with them. Any breakdown of relationship or disagreements with resellers is between you and the reseller only. You may freely choose a reseller to provide your copy of the software. CD packs are sealed and you must inspect for broken or tampered seal before accepting the CD from a reseller.

8. SOFTWARE DELIVERABLES

All products of Store Harmony will be delivered electronically via the website or via a Compact Disk (CD). Compact CD versions will attract additional charges which may include shipping rates if it has to be sent to you.

The deliverables with the software are:

1. CD Containing Software
2. Users Guide and Quick Start in PDF format

3. License Activation Key

9. LICENSE RESTRICTIONS

a) You shall undertake any necessary steps to protect the License Key against unauthorized use.

b) You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.

c) You may not sell, rent, lease, sub license, transfer, resell for profit or otherwise distribute the Software or any part thereof.

d) You may not modify the Software or create derivative works based upon the Software.

e) You may not remove or obscure any copyright and trademark notices relating to the Software.

10. STORE HARMONY DATA BACKUP

Store Harmony Provides Database Backup Facility for backing up your database locally and on the internet, this backup operation however requires your consent to be successful,you agree that in a situation of system crash, database corruption dueto viral infections or power failure which may lead to the loss of your database, DOS will not be held liable for such loss and you also agree to pay appropriate fees in the recovery of backed up data.

Recovery Service is only available for Users who have earlier subscribed to the online backup service. Database cannot be recovered to a date earlier than the date of the last backup.

Store harmony by default is made to work with its own internally managed Database; Store Harmony will not be able to run backups on your database when running on a third party database management software. You hereby agree that keeping your database healthy and making regular backups is the complete responsibility of your local database administrator. DOS will not be held liable for any loss of data as a result of database management system crash.

11. RESTORATION OF BACKUP

You agree that DOS may charge you for any assistance given in the recovery of lost data. DOS retain the rights to charge appropriate fees for such processes.

You agree that DOS will not be liable for any loss that you may incur as a result of someone else using your password, license key or account info, either with or without your knowledge.

12. PRIVACY AND NON-DISCLOSURE

Store Harmony stores your information and data such as your shop registration details, contact, address, emails and your database and stores it against your license information on our secure server. This information

is used to relate to your request for customer service, technical support, system updates and future relations. This information may also be used to render services to you in the future to aid you and your services to your customers. DOS will not disclose under any reason, information about you, and your business to anyone without your permission.

During your online database backups and data synchronizations, we keep your database on our servers only to make it available to you whenever you need it and to offer future services to aid you and your services to your customers. DOS will not expose the details about your business to anyone without your permission.

During support operations, our support engineer may require to have access to your private data such as administrator passwords or database passwords, our privacy policy is complied with by all our staffs to keep customer information private. Suspicion against any staff may be freely reported to our management available at 09 871 3003 immediately.

13. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

This Agreement gives you limited rights to use the Software. DOS retains all rights, title and interest in and to the Software and all copies thereof, including copyrights, trade secret, trademarks and other intellectual property rights. All rights not specifically granted in this Agreement, including International Copyrights, are reserved by DOS. The structure, organization and code of the Software are valuable trade secrets and confidential information of DOS.

14. COPYRIGHT INDEMNITY

DOS represents and warrants that the Software shall not infringe or misappropriate any copyrights, trade secret rights, trademarks and other intellectual property rights.

In the event that the Software is found to infringe, DOS will have the option, at its expense, to

a) Modify the Software to cause it to become non-infringing;

b) Substitute the Software with other Software reasonably suitable to You, or

c) If none of the foregoing remedies are commercially feasible, terminate the license for the infringing Software and refund any license fees paid for the Software.

d) DOS will have no liability for any claim of infringement based on

e) Code contained within the Software which was not created by DOS;

f) Use of a superseded or altered release of the Software, except for such alteration(s) or modification(s) which have been made by DOS or under DOS 's direction, if such infringement would have been avoided by the use of a current, unaltered release of the Software that DOS provides to You, or

g) The combination, operation, or use of any Software furnished under this Agreement with programs or data not furnished by DOS if such infringement would have been avoided by the use of the Software without such programs or data.

15. LIMITED WARRANTIES

a) The software is provided on an "as is" basis. DOS makes no warranty of any kind, express or implied, including without limitation any implied warranty or merchantability or fitness for a particular purpose. Without limitation, you assume sole responsibility for selecting the software to achieve your intended results and for the installation, use and results obtained from the software. DOS makes no warranty that the software will be error free or free from interruptions or other failures. in particular, the software is not designed for use in hazardous environments requiring fail-safe performance. DOS expressly disclaims any warranty of fitness for high-risk activities.

b) DOS warrants that it holds the proper rights allowing it to license the Software and is not currently aware of any actions that may affect its rights to do so.

c) DOS cannot guarantee that the Software will work at all times. If you change your operating system, the software may not work anymore. You acknowledge and agree that such changes are fair and reasonable.

d) You should make sure that it is legal to use the Software in your country or jurisdiction. DOS only provides a license for you to use the software. It is your responsibility to make sure that you are allowed to use the Software.

e) DOSreserve the right at any time to cease the support of the Software and to alter prospectively the prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

16. SUPPORT

Except as provided herein, support for the Software is provided via regular updates and it is available online to you free of charge. DOS provides a Help Centre Facility that can be used to report errors, bugs and feature requests which DOS will make available in subsequent updates provided it aligns with the product release plan. If DOS discontinues any version of the Software, DOS reserves the right to limit or cease product support and updates for such discontinued version.

17. LIMITATION OF LIABILITY

DOS's cumulative liability to you or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the license fee paid to DOS for use of the Software. DOS shall be relieved of any and all obligations for any portions of the software that are revised, changed, modified, or maintained by anyone other than DOS. Customer acknowledges and agrees

neither DOS nor any of its members, shareholders, directors, officers, employees or representatives will be liable for any special, indirect, consequential, punitive or exemplary damages, or damages (including but not limited to damages for loss of profits or savings, loss of data, or loss of use) in connection with this agreement. If, despite the foregoing limitations, DOS or any of its shareholders, directors, officers, employees or representatives should become liable to Customer or any other person in connection with this agreement for ANY REASON, then the maximum aggregate liability of DOS, its members, shareholders, directors, officers, employees and representatives for all such things and to all such parties will be limited to the lesser of the actual amount of loss or damage suffered by the claimant or the amount paid or payable by Customer to DOS for the software.

18. INTERNET-BASED SERVICES

1. **Consent for Internet-Based Services**. Certain Software features connect to DOS or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. DOS does not use the information in any way that detriments you or your business. For more information, see PRIVACY AND NON-DISCLOSURE

2. **Computer Information.** The Software features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. DOS uses this information to make the Internet-based services available to you.

19. HIGH RISK ACTIVITIES

The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). DOS and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

20. AUDIT RIGHTS

a) DOS audits your use of the Software to verify compliance with this Agreement. The Software is configured to enable periodic HTTP communication with DOS. During this communication, license information is transmitted from the Software to DOS to ensure license compliance. The information transmitted during these periodic updates includes the operating system, license serial number, and other relevant information to

verify compliance. If you are unwilling to provide this communication capability, you may opt out of ongoing communication, but you will no longer receive Software updates and search engine configuration updates. If the usage of the Software is considered to be out of compliance with this Agreement, the Software may, without notice, cease to function.

b)During the audit process, DOS has the ability to personally identify the individual that registered with DOS to acquire the Software license ("Registrant") through the identification number assigned to your account at the time of registration, by using the personal information the Registrant provided to DOS during the registration process. Such personal information will only be used by DOS in connection with such audit process.

21. FORCE MAJEURE

Whilst every effort will be made to meet your requirements, DOS shall not be liable for any breach of obligation resulting from causes beyond our reasonable control; including, but not limited to, fires, strikes (of its own or other employees) insurrection or riots, embargoes, wars, compliance with laws or regulations, delays in transportation, inability to obtain supplies, acts of God, acts of civil or military authority (an 'Event of Force Majeure').

22. SEVERABILITY

If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected.

23. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the Federal Republic of Nigeria, and shall be deemed to have been entered in the Federal Capital territory Abuja.

24. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by Arbitration in accordance with the rules of the Arbitration Association and judgment upon the award rendered may be entered in a court of law having the jurisdiction thereof.

25. TERMINATION

Your license to use the Software continues until terminated. This license will terminate automatically if you fail to comply with any term hereof. No notice shall be required from DOS to effect such termination. You may also terminate this Agreement at any time by notifying DOS in writing of termination. On termination, you are

required toun-install and destroy all copies of the Software in your possesion. Your obligation to pay accrued charges and fees shall survive any termination of this Agreement.

26. ASSIGNMENT

Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by you, whether voluntary or by operation of law. Any such attempted assignment shall be void and of no effect without the prior written consent of DOS.

27. ENTIRE AGREEMENT

This Agreement contains the entire agreement between DOS and you related to the software and supersede all prior agreements and understandings, whether oral or written. It may be amended only by a writing executed by both parties.

28. ADDITIONAL INFORMATION

From time to time, DOS may send communications via email, or other contact method, that are related to your account e.g. maintenance notifications or new releases, the Customer agrees to accept such communications.We reserve the right to make changes to these terms and conditions at any time. Please check back from time to time to ensure that you are aware of these changes.

Any questions relating to these terms and conditions may be sent through our contact page.

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Email: info@dabarobjects.com

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