

USER AGREEMENT FOR THE USE OF ONLINE HOSTED PAYROLL & HUMAN RESOURCE MANAGEMENT SERVICE

This User Agreement ("Agreement" or "User Agreement") is a contract between you and SystemSpecs Limited ("SystemSpecs") and applies to your use of the Online Hosted Payroll & Human Resource Management Service operated by SystemSpecs and any related products and services. This Agreement affects your rights and you should read it carefully.

1. Definitions and Interpretation

In this Agreement, "you" or "your" or "User" means the acquirer of the right to use SystemSpecs Online hosted Payroll & Human Resource Management Service and its designated Staff. Unless otherwise stated, "SystemSpecs," "we" or "our" refer collectively to SystemSpecs Limited and its subsidiaries, affiliates, directors, officers and employees. "Parties" mean you and SystemSpecs. "Service" means the Online Hosted Payroll & Human Resource Management Service a technology/platform developed, owned and managed by SystemSpecs and used for managing Payroll and Human Resource records. "Record" means the particulars of an individual employee of the User. The headings to clauses are inserted for convenience only and shall be not be construed in the interpretation of this Agreement.

By executing this agreement you agree to the terms and conditions of this Agreement and any documents explicitly herein incorporated by reference. You further agree that this User Agreement forms a binding agreement between you and SystemSpecs under any applicable law or regulation. Any rights not expressly granted herein are reserved by SystemSpecs. The terms stated here may be changed by SystemSpecs; and such changes will be posted on the website in the "Policy Updates" section that is displayed to you when you log in to the website and this will be sufficient notice to the User.

Access to the Online Hosted Payroll & Human Resource Management Service platform operated by SystemSpecs is available to SystemSpecs Users and other users who accept the terms of this User Agreement ("Users"). By signing this agreement, you retain SystemSpecs to provide a hosted platform for your Payroll and Human Resource management in accordance with the terms of this Agreement.

By installing or using any SystemSpecs service or products or providing any information to SystemSpecs, you indicate that you agree to the terms contained in this user agreement.

2. Eligibility

The Online Hosted Payroll & Human Resource Management Services are only available to businesses that can form legally binding contracts under applicable Nigerian laws.

3. Scope of Service

The service is an Internet driven software used to process the Payroll and all Human Resource Management data. SystemSpecs is the owner of the platform/server on which your data is hosted and operated based on your direction and your requests. You acknowledge that:

- 3.1 You have engaged SystemSpecs to provide a platform for your Human Resource Administration requirements. The specific modules applicable to your organization on this platform are as contained in the initial sales invoice.

- 3.2 After the initial set up of your parameter, if you require any major or structural change to the setting of your system or any job of a consulting nature, e.g. re-implementation, re-specification or re-design of your parameter set up, you shall be billed separately at SystemSpecs prevailing consulting rates, and these shall exclude reimbursable expenses for travel, transportation outside Lagos and hotel accommodation. These expenses shall be invoiced to you at cost, at the end of the assignment.

4. Your Obligations

Your obligations include to:

- 4.1 Process your monthly payroll on the platform and run appropriate reports as may suit your needs.
- 4.2 Process and settle invoices online along with your payroll run.
- 4.3 Provide accurate and prompt notification of problems, using the designated tracking tool.
- 4.4 Provide full information on reported incident, including without limitation time of occurrence, operation being carried out at the time and screen shots.
- 4.5 Ensure that SystemSpecs has appropriate and timely access to your personnel to assist SystemSpecs' consultants in carrying out any support work.
- 4.6 Provide suitable, safe and secure office space and other relevant computing and office support resources, if SystemSpecs' personnel need to work on your site.
- 4.7 Ensure that any of your personnel using the system is appropriately trained to use the system effectively.

5. User Support Service

- 5.1 Upon acceptance of this service by you, throughout the duration of this agreement, SystemSpecs will ensure that the application is and continues to be in good and secure working order.
- 5.2 SystemSpecs will ensure that a backup of your data is taken at least once in every 24 hours.
- 5.3 If at any time the service becomes unavailable for any reason, SystemSpecs shall arrange for such additional resources as are necessary to restore the service as soon as practicable thereafter at no additional cost to you with the most recent backed up data.
- 5.4 SystemSpecs will assign access to our support portal which is available 24 hours for reporting all issues and complaints. All logged queries or complaints are responded to by dedicated support team within 8 business hours during normal working hours of 9 am to 5 pm Greenwich Mean Time.

6. Terms of Payment

- 6.1 Upon acceptance of the service as described in Clause 1 you agree to pay SystemSpecs a one-time setup fee as set out in the initial Sales Invoice sent to you.

Should you fail to pay SystemSpecs the agreed one-time setup fee within the timeframe stipulated in the initial Sales Invoice, SystemSpecs has the right to revoke your right to use the Software.

You also agree to pay a monthly service fee ("Service Fee") of ₦..... for every payroll run involving not more than employee records.

Any Special payroll run shall attract the same rate as the monthly run. Special payroll means any payroll outside the Twelve (12) calendar months payroll.

- 6.2 In the event that you wish to use the service in connection with more than employee records in a payroll run, you shall pay an additional ₦..... per average employee record per run.
- 6.3 You agree to pay the recurrent service charge and fees alongside your salary payments made on the processing platform.
- 6.4 All fees and charges quoted in this Agreement including the Initial Sales Invoice exclude any applicable taxes, which will be chargeable at the prevailing rate. You will be responsible for the payment of any taxes imposed by any relevant tax authority on the amounts you are liable to pay to SystemSpecs under this Agreement.
- 6.5 All fees and charges quoted in this Agreement including the Initial Sales Invoice are subject to change after giving a 90-day notice.

7. Confidentiality

- 7.1 By nature of this agreement, the parties may have access to information that is confidential to one another, such confidential information shall include the parties' business methods, salary structure, marketing strategies, pricing, competitor information, and all other information designated as confidential by either party.
- 7.2 The parties agree to maintain the confidentiality of such information and to protect as a trade secret any portion of the other party's confidential information by using all reasonable efforts to prevent any unauthorized copying, use, distribution, installation or transfer of possession of such information, including but not limited to information about your salary structure, as inputted by you into the SystemSpecs' Online Hosted Payroll & Human Resource Management Services application.
- 7.3 The parties shall not provide any third party access to such confidential information and will not permit such confidential information to be disclosed or divulged to any third party during and after the termination of this agreement without the prior written consent of both parties.

- 7.4 The parties acknowledge that remedies at law may be inadequate to protect you against any breach of the confidentiality provisions in this agreement by the other party or by any of its affiliates, agents or employees and without prejudice to any other rights and remedies otherwise available to the parties, the parties agree to the grant of injunctive or other equitable relief in favour of the affected party.
- 7.5 SystemSpecs agrees that you hereby reserve the right, at any time upon giving SystemSpecs seven (7) days notice in writing, to audit the information security practices applied by SystemSpecs with respect to the Online Hosted Payroll & Human Resource Management Service or any other SystemSpecs service for which you have subscribed.
- 7.6 Neither party will be under any obligation to keep confidential any information which was already in the public domain or known to the other party at the time of its disclosure; or comes into the public domain (other than by reason of a breach of the undertakings given pursuant to this Agreement); or is supplied to the other party by a third party who is not, so far as the party is reasonably aware, in breach of any duty of confidentiality owed to the other party; or where such information is disclosed on the order of a competent court.

8. Training

SystemSpecs agrees to provide one (1) training session for your nominees (subject to a maximum of two (2) nominees) on the use of the Online Hosted Payroll & Human Resource Management Service. Subsequent training will be at SystemSpecs' prevailing price.

9. Warranty & Service Disruption

SystemSpecs hereby represents and warrants that:

- 9.1 The online Hosted Payroll & Human Resource Management Service application when used in accordance with the SystemSpecs standard training manual and other relevant instructions and guides, will in all material respects deliver on the agreed terms described herein. Should the service be disrupted to such an extent that there is likely to be an adverse effect to the service provided, SystemSpecs undertakes to give you advance notice of such within reasonable time.
- 9.2 SystemSpecs shall use its best endeavour to ensure that the website on which the service is hosted will be virus free and information security measures are constantly maintained.
- 9.3 Remedies for breaches shall include, but not be limited to, SystemSpecs at its own expense using all reasonable endeavours to rectify any non-conformance with the warranty by repair (by way of a patch, work around, correction or otherwise) within Thirty (30) days of the occurrence of the breach. If in SystemSpecs' reasonable opinion it is unable to rectify such non-conformance within Thirty (30) days or at an economic cost, your subscription shall thereupon terminate.

10. Indemnity

- 10.1 You agree to indemnify and hold SystemSpecs, its parent, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand (including attorney's fees) made or incurred by any party due to or arising primarily out of your material breach of this agreement or the documents it explicitly herein incorporates by reference, or your violation of any law or the rights of a third party relating to your use of the service.
- 10.2 SystemSpecs agrees to indemnify you and to keep you indemnified from and against all costs, claims, demands on expenses incurred by you, as a consequence of any act, omission or default on the part of SystemSpecs, its employees or agents in respect of supply of service under this agreement, if the act, omission or default is caused solely by SystemSpecs.

11. Limitation of liability

- 11.1 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be liable to the other for any exemplary, incidental, indirect, punitive, special, or consequential damages (including without limitation loss of goodwill, reimbursement for expenditures made or commitments entered into, overhead or facilities incurred or acquired pursuant to this agreement), whether foreseeable or not.
- 11.2 In the event of any breach by SystemSpecs of its obligation under this agreement whether based on contract, tort or otherwise SystemSpecs' entire liability for actual and direct damages shall be limited to the amount of fees earned by SystemSpecs in connection with the specific transaction giving rise to the liability.

12. Term & Termination

- 12.1 Your subscription shall be deemed to have commenced on the date of execution of this Agreement or the date of payment of the set-up fee whichever comes later.
- 12.2 Either party is entitled to terminate this agreement, in writing, by giving the other party 30 (thirty) days' written notice of your intention to terminate except as otherwise provided in this Agreement.
- 12.3 Either party shall have an immediate right to terminate this Agreement if the other party becomes or is declared insolvent or bankrupt, becomes the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer over or in respect of its assets, or compounds or makes an assignment for all, or substantially all, of its creditors, or enters into an agreement for the composition, extension or readjustment of all, or substantially all, of its obligations.
- 12.5 Termination of this agreement, however caused, shall not affect the rights of either party under this agreement which may have accrued up to the date of termination.

13 Trademarks and Other Intellectual Proprietary Rights

- 13.1 StaffSenta.com, StaffSenta and all related logos, products and services described on the website for the service, currently www.staffsenta.com are trademarks of SystemSpecs Limited and may not be copied, imitated or used, in whole or in part by you without the prior written permission of SystemSpecs. In addition, all page headers, custom graphics, button icons, and scripts are services marks, trademarks and/or trade dress of SystemSpecs and may not be copied, imitated or used in whole or in part without the prior written permission of SystemSpecs.

- 13.2 You acknowledge that the copyright and all other intellectual proprietary rights used by SystemSpecs in the performance of its obligations belong exclusively to SystemSpecs and you shall not do anything which might bring into question SystemSpecs' ownership of those rights or their validity.
- 13.3 You understand that neither this agreement nor the performance of the obligations herein shall or be deemed to convey title or any ownership interest or rights to SystemSpecs' intellectual property rights used in the performance of its obligation under this agreement and you shall not infringe directly or indirectly or through any third party upon SystemSpecs' intellectual proprietary rights.

14. Force Majeure

SystemSpecs shall not be considered in breach of its obligations under this Agreement or be responsible for any delay in carrying out its obligations, if performance is prevented or delayed wholly or in part as a (direct or indirect) consequence of force Majeure. Force majeure means any circumstance beyond the reasonable control of SystemSpecs including but not limited to acts of war (whether war be declared or not), emergency, strike, rebellion, insurrection, government sanctions, accident, power failure, fire, earthquake, flood, storm, tornadoes, hurricane, or any other act of God or any technical failure caused by devices, matters or materials. If the performance of SystemSpecs' obligations under this Agreement is in its opinion likely to be hindered, delayed or affected by reason of a force Majeure event, then SystemSpecs shall promptly notify you in writing and use its best endeavour to abate the delay where practicable.

15. Relationship of Parties

Each of the Parties acknowledges that it is acting as an independent contractor, and each Party has the sole right and obligation to supervise, manage, direct, procure, perform, or cause to be performed, all work or other obligations to be performed by such Party under this agreement. Nothing herein contained shall be deemed or construed by either Party hereto or by any third party to create any rights, obligations, or interests in any third party, or to create any association, partnership, joint venture, or any fiduciary relationship of any kind between the Parties hereto.

16. Non-Solicitation

You covenant and agree that during the term of this Agreement and for a period of twelve (12) months after its termination you shall not directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising or any other basis, other than on behalf of SystemSpecs any employee, director, customer, agent, supplier or independent contractor employed or appointed by SystemSpecs.

17. Assignability

You shall not assign or otherwise transfer your rights or obligations under this agreement without the prior written consent of SystemSpecs (which consent shall not be unreasonably withheld).

18. Third Party Sites

SystemSpecs may, from time to time, provide links and pointers to Internet sites maintained by third parties. SystemSpecs does not operate or control in any respect any information, content, products or services on these sites. SystemSpecs neither endorses nor is responsible for the accuracy or reliability of any site to which this service is linked or any opinion, advice, statement or information made or provided in any third party site.

19. Notices

To the fullest extent permitted by the applicable law, notices or other communications regarding your account and/or your use of the service, may be provided to you electronically and you agree to receive all communications in electronic form, including by email notification.

You are responsible for keeping SystemSpecs apprised promptly of any change in your email addresses, mailing addresses and/or phone numbers so that you can be provided with any notices that SystemSpecs wishes to send to you.

Any change to your use of this service in this agreement that is communicated to you pursuant to this clause shall become effective thirty (30) days after it is so communicated.

20. Severability

If any part of this agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

21. Waiver

No delay or failure by either party to exercise any of its powers, rights or remedies under this agreement will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing. The remedies provided in this agreement are cumulative and not exclusive of any remedies provided by law.

22. Dispute Resolution

22.1 Negotiated Settlement or Mediation

In the event that a dispute arises between you and SystemSpecs, our goal is to provide you with an unbiased and cost effective means of resolving the dispute quickly. Accordingly, you and SystemSpecs agree that any controversy or claim at law or equity that arises out of this Agreement or service shall be resolved through negotiated settlement or mediation. Before resorting to any dispute resolution option, SystemSpecs strongly encourages you to first contact SystemSpecs directly to seek a resolution of any issue you may have under this agreement.

22.2 Arbitration

If at any time the parties are unable to amicably resolve any dispute through negotiated settlement or mediation either party shall be entitled to refer the matter to be finally settled by arbitration in accordance with the Arbitration & Conciliation Act Cap LFN 2004 or its successor legislation by an Arbitration committee of three (3) Arbitrators. Each party shall appoint one Arbitrator and the two (2) arbitrators appointed by the parties shall appoint the third arbitrator. If the two (2) arbitrators fail to appoint the third arbitrator within fourteen (14) days, the President of the Chartered Institute of Arbitrators, UK, Nigeria Branch, shall nominate the third arbitrator in accordance with the Arbitration & Conciliation Act Cap LFN 2004. The arbitration shall take place in Lagos, Nigeria and be conducted in English Language.

22.3 Equitable Relief

Nothing in this Clause 22 shall limit a party's right to approach a competent court for an equitable or urgent relief.

23. Entire Agreement

This agreement and any documents referred to herein including but not limited to Policy Updates, Initial Sales Invoice, constitute the entire agreement between the parties and supercede any and all prior representations and agreements between the parties, whether oral, with respect to the subject matter thereof. Except as otherwise permitted by this agreement no change to its terms will be effective unless it is in writing and signed by persons authorised on behalf of both parties.

24. Governing Law

This Agreement shall be construed in accordance with the laws of the Federal Republic of Nigeria. You and SystemSpecs submit to the exclusive jurisdiction of Nigerian courts.

25. Execution

By clicking on the "I agree" button on the screen you have agreed to the terms of this Agreement and executed same.