

smartPOS Cloud

Subscription Services Agreement

Effective Date: August 2026

Issued by Prodev Innovations Limited

This Subscription Services Agreement ("Agreement") is entered into between Prodev Innovations Limited ("Prodev", "we", "us", or "our"), the developer and operator of smartPOS Cloud, and the business entity or individual ("Client") that registers for, accesses, or uses the smartPOS Cloud platform. By creating an account or using the Services, Client agrees to be bound by the terms of this Agreement. If Client does not agree, it must not access or use the Services.

1. Definitions

Certain capitalised terms not otherwise defined in this Agreement have the meanings set forth in this Section 1.

- a. **"Application Documentation"** means the technical specifications, knowledge base articles, training materials, and related documentation that Prodev makes generally available to Clients, describing the features, functions, and operation of the Services.
- b. **"Application IP"** means all technologies (including software) and all Intellectual Property Rights incorporated in or reading on (i) any Product and (ii) the Application Documentation, including any updates or upgrades delivered during the Term.
- c. **"Authorised User"** means any individual employee, contractor, or agent of Client who is granted access to the Products under rights granted to Client pursuant to this Agreement.
- d. **"Client"** means the business entity or individual that enters into this Agreement with Prodev to access or use the Products.
- e. **"Client Data"** means all data, content, and information submitted to, uploaded to, or generated through the Platform by Client or its Authorised Users in the course of operating their business, including but not limited to orders, transaction records, inventory data, guest records, and financial entries.
- f. **"Confidential Information"** means all proprietary and confidential information of either Party, including business and marketing plans, pricing, customer information, software, and technology. Confidential Information does not include information (i) already known or independently developed by the recipient, (ii) in the public domain through no wrongful act of the recipient, or (iii) received from a third party lawfully authorised to disclose it. Client's Confidential Information includes Client Data.
- g. **"Intellectual Property Rights"** means all intellectual property rights, whether or not registered, including patents, copyrights, trademarks, trade names, design rights, database rights, trade secrets, and any applications or renewals thereof throughout the world.
- h. **"Order Form"** means any order form, sign-up page, or subscription confirmation issued or accepted by Prodev that specifies the Products, subscription package, fees, and other applicable terms.
- i. **"Product"** means the smartPOS Cloud software application and any related modules made available by Prodev to Client as part of the Services, delivered on a Software-as-a-Service ("SaaS") basis.
- j. **"Services"** means, collectively, the Products and any related onboarding, training, or professional services that Prodev may deliver in conjunction with or in addition to the Products.
- k. **"Subscription"** means the paid licence granted to Client to access and use the Products in accordance with the selected package, the applicable Order Form, and this Agreement.
- l. **"Term"** has the meaning set forth in Section 6(a).

2. Product Access, Use, and Maintenance

- a. Access.** Prodev shall provide Client access to the Services as specified in the applicable Order Form. Certain subscription packages include the right to product updates, feature releases, and upgrades in line with Prodev's development roadmap, all subject to the terms of this Agreement. Prodev may, from time to time, modify, upgrade, or otherwise change the manner in which the Services are provided, including product features, user interface, or operating environment.
- b. Orders for Additional Products.** Client may request access to additional Products or modules offered by Prodev at any time. Upon acceptance by Prodev, such additional Products shall form part of the Services under this Agreement. Prodev shall enable access within a commercially reasonable time after acceptance of such request.
- c. Permitted Use.** Subject to the terms of this Agreement (including payment of applicable Fees and the usage restrictions set out in Section 2(d)), Prodev grants Client a non-exclusive, non-transferable, non-sublicensable right to access and use the features and functions of the Services during the Term, solely for use by Authorised Users in the lawful operation of Client's internal business.
- d. Restrictions on Use.** Client shall not, and shall not permit any Authorised User to:
- i. copy, duplicate, or reproduce any part of the Application IP;
 - ii. decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of the Application IP is compiled or interpreted, or apply any other process or procedure to derive such source code;
 - iii. modify, alter, tamper with, or create any derivative work from any part of the Application IP, except with Prodev's prior written consent;
 - iv. interfere with or disrupt the integrity, performance, or security of the Services or the data of any other Prodev client;
 - v. remove, obscure, or alter any intellectual property or proprietary rights notice appearing on or within the Application IP;
 - vi. assign, sublicense, sell, resell, lease, rent, or otherwise transfer Client's limited licence rights to any third party without Prodev's prior written consent;
 - vii. access the Services to build a competitive product or service, or to copy any ideas, features, functions, or designs of the Product;
 - viii. use automated tools, bots, or scripts to scrape, extract, or collect data from the Services without Prodev's prior written consent.
- e. Protection; Retained Rights; Ownership.** Client acknowledges that Prodev and its licensors own all Intellectual Property Rights in and to the Services (including all components thereof), Application Documentation, and all work product, developments, inventions, technology, and materials provided under this Agreement. Prodev reserves all rights not expressly granted to Client in this Agreement. Client

shall not engage in any act or omission that would impair Prodev's Intellectual Property Rights in the Services or any other materials proprietary to Prodev.

f. Authorised Users. Any act or omission by an Authorised User that, if done by Client, would constitute a breach of this Agreement shall be deemed a breach by Client. Client and its Authorised Users shall keep their respective login credentials, passwords, and account details ("User Credentials") confidential and shall not share them with any unauthorised person. Client shall promptly notify Prodev at legal@prodevkampala.com if it becomes aware of any loss, theft, or unauthorised use of User Credentials or any breach of the security of the Services. Prodev shall not be liable for any loss or damage arising from unauthorised access resulting from Client's failure to safeguard its User Credentials.

g. **Specific Client Covenants.

i. **Unlawful or Unacceptable Use.** Client shall not upload, transmit, or post any material, or engage in any use of the Services, that violates any applicable law, rule, or regulation; defames any person or entity; infringes any Intellectual Property Rights or privacy rights; or that could expose Prodev to civil or criminal liability. Prodev reserves the right to suspend or terminate Client's access to the Services if it determines, in its reasonable discretion, that Client is engaging in unlawful or unacceptable use.

ii. **Unauthorised Access.** Client shall not access, or attempt to access, another person's or entity's account without proper authorisation, or attempt to disrupt or interfere with the Services in any manner.

iii. **Connectivity.** Client is solely responsible for all internet or telecommunication connections required to access the Services, as well as all hardware and software at Client's facilities needed to use the Services. Where the Services include offline functionality, Client acknowledges that certain features require an active internet connection to synchronise data and function fully.

iv. **Compliance with Laws.** In connection with its access to and use of the Services, Client is responsible for complying with all applicable laws, regulations, and policies of all relevant jurisdictions.

v. **Other Activities.** Client shall not engage in any activity in connection with the Services that Prodev reasonably determines may be harmful to other clients or to the integrity of the Services.

3. Client Data

a. Data Ownership. Prodev agrees that Client Data is the exclusive property of Client. Client Data is and shall remain the sole and exclusive property of Client and all right, title, and interest in the same is reserved by Client, subject to the limited licence granted to Prodev below and to Prodev's rights in Aggregated Statistics as defined in Section 3(b).

b. Aggregated Statistics. Notwithstanding anything else in this Agreement, Prodev may monitor Client's use of the Services and may use data and information related to such use, and Client Data, in an

aggregated and anonymised manner ("Aggregated Statistics"), including to compile statistical, performance, and benchmarking information related to the provision and operation of the Products. All right, title, and interest in Aggregated Statistics and the Intellectual Property Rights therein belong to and are retained solely by Prodev. Client acknowledges that Prodev will be compiling Aggregated Statistics from Client Data and agrees that Prodev may use such information to improve the Services and for lawful analytics purposes, provided that such statistics are not attributable to any individual Client. Prodev will never sell Client Data to third parties for marketing purposes.

c. Licence Grant. Client (on its own behalf and on behalf of its Authorised Users) grants Prodev a limited, non-exclusive, royalty-free licence to access, use, host, store, and process Client Data solely as necessary to perform Prodev's obligations under this Agreement and to provide and improve the Services. Client and its Authorised Users shall ensure they have obtained all rights, consents, and authorisations necessary to license Client Data to Prodev as set forth herein.

d. Data Security. Prodev shall implement and maintain industry-standard technical and organisational security measures to protect Client Data, including encryption at rest and in transit, row-level database security, role-based access controls, and JWT-based authentication. Prodev shall notify Client without undue delay upon becoming aware of any confirmed breach of security that results in unauthorised access to or disclosure of Client Data.

e. Data Export and Deletion. Upon expiry or termination of this Agreement, Prodev shall retain Client Data for a period of ninety (90) days, during which Client may request a final export of its data at no charge. After that period, Client Data will be permanently deleted from Prodev's systems. Prodev may charge a reasonable fee for any additional data extracts requested during the retention period.

4. Professional Services

a. Onboarding and Training. Prodev may, from time to time, offer onboarding assistance, system configuration support, and training services to Client ("Professional Services"). Unless otherwise agreed in a separate statement of work ("SOW") or Order Form signed by authorised representatives of both Parties, such Professional Services are provided on a best-efforts basis and do not form part of the standard Subscription.

b. Custom Development. Any request for custom feature development, bespoke integrations, or modifications to the standard Product must be agreed in writing in a separate SOW. Prodev is under no obligation to undertake custom development unless separately agreed in writing.

5. Payment for Services

a. Payment. Client shall pay all fees specified in the applicable Order Form or sign-up confirmation ("Fees"). Client shall provide Prodev with valid and current payment method details and authorises Prodev (through its payment processor, Stripe) to charge such payment method for all Products listed in the Order Form for the Initial Term and any Renewal Terms as set forth in Section 6. Unless otherwise stated in the Order Form, subscription Fees are charged monthly or annually in advance, depending on the billing cycle selected. Client is responsible for providing complete and accurate billing and contact information and for notifying Prodev of any changes. Prodev may increase the Fees by providing at least thirty (30) days' advance written notice to Client.

b. Payment Processing. All Fees are collected through Stripe, a third-party payment processor. Client's use of Stripe is also subject to Stripe's own terms of service. Prodev does not store or have access to Client's raw payment card numbers, CVV codes, or bank account credentials. All payment card data is handled exclusively by Stripe, which is PCI DSS Level 1 certified.

c. Taxes. All Fees are exclusive of applicable taxes. Where value-added tax (VAT), withholding tax, or other similar levies apply under Ugandan law or any other applicable jurisdiction, such taxes shall be added to the stated Fee and shall be Client's sole responsibility to pay. Client is responsible for the timely payment of all applicable taxes, including any interest, penalties, or costs incurred as a result of Client's non-compliance.

d. Late Payments. Any amount not paid when due shall accrue interest at a rate of three percent (3%) per month, or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full. Prodev reserves the right to suspend access to the Services if payment remains outstanding for more than fourteen (14) days after the due date.

6. Term and Termination

a. Term. Unless otherwise specified in the Order Form, this Agreement shall commence on the date Client creates an account or executes the Order Form ("Effective Date") and shall continue for an initial term of one (1) month (the "Initial Term"). Unless earlier terminated in accordance with this Section 6, this Agreement shall automatically renew for successive periods equal to the Initial Term ("Renewal Terms"), unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. The Initial Term and all Renewal Terms are collectively referred to as the "Term." Any reduction in the scope of Services (including a reduction in the number of Authorised Users or a downgrade of subscription package) must also be notified at least thirty (30) days prior to the end of the then-current term.

b. Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party by providing written notice that sufficiently describes the nature of the breach. The breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the breach is

not cured within that period, the non-breaching Party may terminate this Agreement with immediate effect.

c. Termination Upon Insolvency. Each Party agrees to notify the other within five (5) business days if it files for bankruptcy, insolvency protection, or analogous proceedings. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event that: (i) the other Party becomes insolvent or unable to pay its debts as they fall due; (ii) the other Party files for bankruptcy or reorganisation, or such a petition is filed against it and not dismissed within ninety (90) days; (iii) the other Party ceases or threatens to cease carrying on business; or (iv) a receiver, administrator, or similar officer is appointed over any part of the other Party's assets.

d. Effect of Termination. Upon termination of this Agreement for any reason: (i) Client shall immediately discontinue all use of the Services, Application Documentation, and any Prodev Confidential Information; (ii) all amounts owing to Prodev under this Agreement shall become immediately due and payable; and (iii) each Party shall promptly return or destroy the other Party's Confidential Information in its possession, and shall certify such return or destruction in writing upon request. Following termination, Client may request a final export of Client Data within the ninety (90) day retention window described in Section 3(e).

e. Survival. The following provisions shall survive termination or expiry of this Agreement: Sections 1, 2(d), 2(e), 3(a), 3(b), 3(e), 6(d), 7, 9, 10, 11, 12, 13, 14, and 15.

7. Confidentiality

All Confidential Information of either Party shall be held in strict confidence by the other Party. Neither Party shall use (for itself or for any third party) or disclose any Confidential Information, except: (A) to employees, contractors, or authorised representatives who have a need to know the information and are subject to confidentiality obligations at least as restrictive as those in this Agreement; (B) as required by applicable law or legal process, provided that the disclosing party gives prompt written notice to the other Party (to the extent permitted by law) and cooperates reasonably in seeking a protective order; (C) to enforce the rights of the disclosing party under this Agreement; or (D) to protect the rights, property, or safety of either Party or the public. Each Party shall promptly notify the other Party upon receipt of any request for the other Party's Confidential Information. The obligations of this Section 7 shall survive termination of this Agreement for a period of three (3) years from the date of termination. Trade secret obligations shall survive indefinitely. Upon termination, each Party shall either return or destroy the other Party's Confidential Information and certify such action in writing upon request.

8. Termination — Fraud or Unlawful Activity

Notwithstanding Section 6(b), if the stated cause of breach is an allegation of fraudulent or criminal activity on the part of the breaching Party, Prodev may terminate this Agreement with immediate effect and without prior notice, in addition to any other remedies available at law or in equity.

9. Third-Party Products and Integrations

a. Third-Party Services. The Services integrate with, or may be provided in conjunction with, third-party services including but not limited to Stripe (payment processing), Supabase (database and authentication infrastructure), Amazon Web Services (cloud hosting), and PowerSync (offline synchronisation). Client acknowledges that its use of such third-party services is additionally subject to the applicable terms and conditions of those third-party providers. Prodev makes no representations or warranties of any kind with respect to third-party services and shall not be liable for their availability, accuracy, or security.

b. Changes to Third-Party Services. Prodev may add, remove, or replace third-party integrations from time to time. Where such a change materially affects the functionality of the Services, Prodev shall provide at least thirty (30) days' advance notice to Client.

10. Warranty Disclaimers

THE SERVICES AND ANY SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHILE PRODEV WILL EXERCISE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICES, PRODEV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. PRODEV DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT THE SERVICES OR THE SERVERS USED TO PROVIDE THEM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE SERVICES WILL MEET CLIENT'S SPECIFIC REQUIREMENTS. PRODEV DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY DATA OR INFORMATION TRANSMITTED THROUGH OR CONTAINED WITHIN ANY PORTION OF THE SERVICES. CLIENT IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE SERVICES ARE SUITABLE FOR ITS BUSINESS NEEDS AND REGULATORY ENVIRONMENT.

11. Limitations of Liability

EXCEPT IN THE EVENT OF A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7, OR CLIENT'S MATERIAL BREACH OF SECTION 2(D), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND,

REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRODEV'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STATUTE, OR OTHERWISE) SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES ACTUALLY PAID BY CLIENT TO PRODEV IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY REGARDLESS OF WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR PROVEN INEFFECTIVE.

12. Indemnification

Client agrees to indemnify, defend, and hold harmless Prodev (including its officers, directors, employees, contractors, agents, and representatives) from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or related to: (i) Client's use of the Services in violation of this Agreement or applicable law; (ii) any claim arising out of content, data, or materials submitted to the Services by Client or its Authorised Users; or (iii) Client's breach of any representation, warranty, or obligation under this Agreement. Prodev reserves the right to assume exclusive control of its own defence in any matter subject to indemnification by Client, at Client's expense, without relieving Client of its indemnity obligations. Client shall not settle any third-party claim against Prodev without Prodev's prior written consent unless the settlement completely and unconditionally releases Prodev from all liability in respect of such claim.

13. Force Majeure

Except with respect to payment obligations, neither Party shall be in breach of this Agreement or liable to the other for any failure or delay in performance to the extent that such failure or delay is caused by circumstances beyond that Party's reasonable control, including but not limited to acts of God, war, civil unrest, terrorism, fire, flood, epidemic, pandemic, power outages, internet infrastructure failures, or acts of governmental or regulatory authorities ("Force Majeure Event"). A Party affected by a Force Majeure Event shall notify the other Party as soon as reasonably practicable and shall use commercially reasonable efforts to resume performance as quickly as possible. If a Force Majeure Event continues for more than ninety (90) days, either Party may terminate this Agreement upon thirty (30) days' written notice without liability to the other Party, save for amounts already due and payable.

14. Governing Law and Dispute Resolution

a. Governing Law. This Agreement and all disputes arising under or related to it shall be governed by and construed in accordance with the laws of the Republic of Uganda, without regard to its conflict of laws principles.

b. Dispute Resolution. In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement (including any question regarding its existence, validity, or termination), the Parties shall first attempt to resolve such dispute through good-faith negotiation between senior representatives for a period of thirty (30) days from the date a Party gives written notice of the dispute. If the dispute is not resolved within that period, either Party may refer it to binding arbitration in Kampala, Uganda, under rules mutually agreed by the Parties. The language of arbitration shall be English. Nothing in this Section prevents either Party from seeking urgent injunctive or other equitable relief from a court of competent jurisdiction where necessary to protect its Intellectual Property Rights or Confidential Information.

15. General Provisions

a. Entire Agreement. This Agreement (together with all Order Forms, SOWs, and Exhibits incorporated herein) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, representations, and understandings between the Parties relating thereto.

b. Amendments. No amendment or modification of this Agreement shall be valid unless made in writing and executed by authorised representatives of both Parties, except that Prodev may update this Agreement from time to time by providing Client with at least fourteen (14) days' notice. Client's continued use of the Services after the effective date of any updated Agreement constitutes acceptance.

c. Severability. If any provision of this Agreement is found by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

d. No Waiver. The failure of either Party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that Party's right to enforce such provision in the future.

e. Assignment. Client may not assign or transfer any rights or obligations under this Agreement to any third party without Prodev's prior written consent. Prodev may assign this Agreement, in whole or in part, in connection with a merger, acquisition, corporate restructuring, or sale of all or substantially all of its assets, without Client's consent.

f. Notices. All notices required or permitted under this Agreement shall be in writing and delivered by email with read receipt, courier, or hand delivery to the addresses on record. Notices to Prodev shall be sent to legal@prodevkampala.com. Notices to Client shall be sent to the email address associated with Client's account.

g. Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, employment, franchise, or agency relationship between the Parties.

h. Counterparts. This Agreement may be executed in counterparts, including in electronic form, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Contact Information

For questions about this Agreement, please contact:

Prodev Innovations Limited — legal@prodevkampala.com

Tel: +256 780 101 601 | Web: prodevkampala.com

Kampala, Uganda