

JBS SCHOOL SOFTWARE TERMS AND CONDITIONS FOR THE END-USER

JBS School Management Software is an e-Learning and Management Information System (*EMIS*) designed for Kenyan secondary and primary schools to bring efficiency in management, reporting and communication across the school fraternity (students, teachers and parents), while enhancing the learning process with ICT to foster academic excellence.

The JBS team of software engineers are constantly upgrading the software to keep at par with the dynamic technology, and implementing the diverse user-feedback that maintains the relevance and suitability of the software to the users.

The use of JBS Software is governed by the following terms and conditions:

1. Definitions And Interpretation

- a) “JBS Software” means the JBS School Management Software, web portal, or any other service provided by JBing Systems. The term “JBS for Schools” shall have a similar meaning.
- b) “Institution” means the institution that procured JBS Software and is listed as a JBS member school. The term “you”, “user” and “Your” shall have a similar meaning.
- c) “Vendor” means the appointed partner-company to JBing Systems who sells JBS Software on behalf of JBing Systems, and listed on the JBing Systems website (jbs.co.ke/partners).
- d) “Institution Account” means the Institution’s account with JBing Systems which identifies the Institution to JBing Systems.

2. Purchase Of JBS Software

- a) The Institution agrees to purchase JBS Software, directly from JBing Systems or through either of the vendors of JBS Software, and governed by the terms and conditions in this document.
- b) If the Institution purchases the JBS Software from a vendor as in *a)* above, the vendor shall represent JBing Systems in all operations of support and liaison described in section 4 of this document.
- c) The purchase price shall be the listed cost of the purchased package/module at jbs.co.ke/pricing at the time of purchase, plus the implementation cost.
- d) The Implementation cost shall be as agreed by the Institution and the vendor, upon factoring the logistical costs like geographical location and period required for implementation.
- e) All accredited partners of JBing Systems are listed on our website, jbs.co.ke/partners.

- f) JBing Systems shall issue a License Certificate to the Institution upon purchase of JBS Software.
- g) Payment cheque for the purchase cost of JBS Software MUST be to JBing Systems, or the vendor-company as listed with JBing Systems (jbs.co.ke/partners).

3. Institution Obligations

- a) The institution is responsible for their;
 - i. hardware
 - ii. operating systems
 - iii. network setup
 - iv. network maintenance and
 - v. setup and use of any file access control systems.
- b) The institution shall operate the current version of the JBS Software. Updates are available for download on our website jbs.co.ke.
- c) The institution is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the JBS Software.
- d) The institution shall provide its personnel access to, and require its personnel to review, the relevant documentation/user manual (supplied with JBS Software) and on the JBing Systems website before calls are made to JBing Systems telephone support.
- e) The Institution shall ensure that their computers are technically compatible with the JBS Software.
- f) The Institution shall put in place the appropriate security measures against unauthorized access to and interference with the computers running the JBS Software.
- g) The Institution shall provide and maintain a suitable environment as may be notified by JBing Systems to the Institution for the proper working of the JBS Software.
- h) Contact person:
 - (i) The Institution will designate contact person/persons, a phone number and an e-mail for delivery of notifications and Institution Account updates.
 - (ii) The contact person designated by the Institution to JBing Systems shall be deemed to have authority to act on behalf of the Institution, notwithstanding their level of authority. JBing Systems shall be under no obligation to make any inquiry as to suitability of such contact persons to act for the Institution.

4. JBing Systems Obligations

- a) JBing Systems will use commercially reasonable efforts to assist the institution to resolve problems in its use of JBS Software, through phone call, using the internet or visiting the institution when necessary.

- b) JBing Systems will provide access on its website to all updates and new versions of JBS System to the institution as soon as practical in the ordinary course of business after commercial release of the same. Upon request, JBing Systems will ship compact discs of the same to the institution, a charge will apply.
- c) JBing Systems will provide the institution with JBS Software updates, which, in JBing Systems's sole determination, correct application problems that are reasonably likely to prevent substantially full utilization of the software.
- d) If JBing Systems determines, in its sole discretion, in responding to the institution request for telephone support, that the solution is provided in the user manual or the JBing Systems website, JBing Systems may direct institution's personnel to the website for the solution to the problem.
- e) For the avoidance of all doubt, support services by JBing Systems shall not include the diagnosis and rectification of any fault arising from:-
 - i. The improper use, operation or neglect of the JBS Software
 - ii. The modification of the JBS Software or its merger with any other software
 - iii. The failure by the institution to implement recommendations in respect of the solutions and faults previously advised by JBing Systems
 - iv. Any repair, adjustment, alteration or modification of the JBS Software by any person other than JBing Systems without JBing Systems's prior written consent
 - v. Any breach by the institution of its obligations under this agreement
- f) JBing Systems may on the request of the institution provide support notwithstanding that the fault results from any circumstances described in clause e) above or that the support requested is not covered by the terms of this agreement. JBing Systems shall in such circumstances be entitled to charge for such service.
- g) Without prejudice to clauses e) and f) above JBing Systems shall be entitled to levy reasonable charges if support is provided in circumstances where any reasonably skilled and competent data processing operator would have judged the institution's request to have been unnecessary.

5. License Fee & Payment Terms

- a) JBing Systems shall charge the institution a license fee of KES 5,000 **on annual basis**, payable before 15th February of each year by the institution. This shall commence 2 terms after installation. This license fee will entitle the institution to updates and new versions of the JBS Software at no extra cost, plus online support as described herein in this document.
- b) The institution shall always pay for any support service offered onsite (a visit to the institution), in reimbursement to logistical costs as fuel, lunch or any purchases involved.
- c) This license fee is subject to annual review with a 6-months' notice to the institution, in accordance with the then current market rates charged by JBing Systems. This review shall not exceed 150% of the current fee.
- d) All payments shall be made through cheque to **JBing Systems**, or M-Pesa Paybill number **597670**, account = **ADMIN**. Receipt shall be sent to the supplied school email address once payment is received.
- e) The license fee shall be invoiced annually in advance. JBing Systems will issue annual invoices to the Institution by email to the supplied email address.

- f) The Institution will pay the annual fee by 15th February each year. If payment has not been received by JBing Systems by 15th February in a given year, JBing Systems reserves the right to bar the Institution Account.
- g) JBS Online Services, which include the web portal (*portal.jbs.co.ke*), USSD Service (*483*444#) and telegram access (@*JBSforSchoolsBot*) shall all be offered to schools **optionally**, at a fee of KES 5,000 annually. This fee shall be payable before 15th February of each year by the subscribed institution. The fee is to cater for the costs of the services, plus data hosting with JBS Servers.
P.S: In a case where the institution subscribes to the annual SMS provision, this cost is **waived**.

6. Termination

- a) JBing Systems may terminate this agreement if the institution fails to comply with the terms or any related agreement between JBing Systems and the institution.
- b) If the institution is more than 20 working days late in the payment of the annual license fee due to JBing Systems pursuant to this agreement, JBing Systems may at its discretion suspend performance under this agreement.
- c) The institution may terminate this agreement if JBing Systems fails to comply with the terms or any related agreement between JBing Systems and the institution provided that JBing Systems has been given 30 days prior written notice during which JBing Systems has failed to correct the breach where such breach is capable of remedy.

[WRITE IN BLOCK AND PUT INSTITUTION'S STAMP]

Institution Name

Authorized signature

Name and Title

Stamp and date: