

CONTLANT LIMITED

ScopeSpace End User Licence Agreement

International software licence for ScopeSpace users and organisations

Effective date	21 September 2026
Licensor	Contlant Limited
Software	ScopeSpace
Licence reach	International
Contact	privacy@contlant.com +254 780 074 521
Version	V1
Company number	PVT-DLUP8X5A
Registered address	Muthithi Road, Westlands, Nairobi, Kenya

This agreement governs the right to access and use ScopeSpace software. It applies to browser-delivered software and, where Contlant makes them available, downloadable applications, connectors, offline components, updates and related client software.

Important notice

This End User Licence Agreement (the "EULA") is a legal agreement between Contlant Limited and each Customer and End User that accesses, installs, downloads, copies or uses the Software. By clicking to accept, creating or using an account, accessing the Software, or installing a Software component, you agree to this EULA. If you act for an organisation, you confirm that you have authority to bind it.

The Software is licensed, not sold. This EULA grants limited rights to use the Software and does not transfer ownership of the Software or its source code. If you do not agree, do not access, install or use the Software and uninstall any downloaded component.

The ScopeSpace Terms of Service governs subscriptions, hosted services, fees, Customer Data, service availability and other commercial matters. This EULA supplements those Terms. If the documents conflict about the scope of the software licence, this EULA controls; for all other matters, the Terms of Service controls unless an Order expressly states otherwise.

Licence at a glance

Topic	Default position
Licence	Limited, non-exclusive, non-transferable and non-sublicensable right to use the Software during the authorised term.
Users	Only the Customer and its Authorised Users, within purchased plan and user limits.
Devices	Authorised devices used for the Customer's internal business or professional purposes.
Copies	No copies are permitted except an authorised installation or a reasonable backup copy of a downloadable component.
Restrictions	No unauthorised sharing, resale, reverse engineering, circumvention, competitive use or removal of ownership notices.
Ownership	Contlant and its licensors retain all rights in the Software and related intellectual property.
Termination	Licence rights end when the applicable subscription or agreement ends, or following an uncured material breach.
Governing law	Kenyan law, subject to mandatory rights that cannot be waived in the user's location.

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1 Agreement and relationship with other terms

1.1 Parties

This EULA is between Contlant Limited ("Contlant", "we", "us" or "our") and the person or organisation authorised to use the Software. An organisation that purchases or administers the Software is the "Customer". An individual permitted to use it is an "End User". References to "you" mean the End User and, where the context requires, the Customer.

1.2 Acceptance

The EULA takes effect when you first accept it, access the Software, create an account, or install or use a Software component. Electronic acceptance and records may be used to form and evidence this agreement to the extent permitted by law.

1.3 Related agreements

Use of ScopeSpace may also be governed by the Terms of Service, Privacy Policy, an Order, product-specific terms and, where relevant, a data processing agreement. The Order identifies the purchased products, term, users, entities and other limits. An End User's licence depends on the Customer maintaining a valid right to use the applicable ScopeSpace product.

2 Definitions

Term	Meaning
Authorised User	An End User whom the Customer permits to use the Software within the Customer's account and plan limits.
Customer Data	Data, content, records, instructions and materials submitted to, generated within or transmitted through ScopeSpace by or for the Customer.
Documentation	User guides, help content and technical or product documentation made available by Contlant for the Software.
Order	An accepted checkout, order form, proposal, statement of work or other purchasing document for ScopeSpace.
Software	The executable code, browser-delivered application code, interfaces and related components that Contlant makes available as ScopeSpace, including updates and Documentation.
Subscription Term	The period during which the Customer is entitled to use the relevant paid Software or Service.

3 Licence grant

3.1 General licence

Subject to this EULA, the Terms of Service, the applicable Order and payment of required fees, Contlant grants the Customer a limited, revocable, non-exclusive, non-transferable and non-sublicensable licence during the Subscription Term to permit its Authorised Users to access and use the Software for the Customer's internal business or professional purposes.

3.2 Browser-delivered Software

For Software delivered through a browser, the licence permits access to and execution of the Software through supported interfaces. No copy of the server-side Software, source code or underlying system is delivered or licensed to the Customer.

3.3 Downloadable components

If Contlant makes a downloadable application, connector, offline component or similar client available, the Customer may install and use the number of copies reasonably required for its Authorised Users and authorised devices, subject to the Order and Documentation. The Customer may keep one reasonable archival or backup copy where technically applicable, with all ownership notices intact.

3.4 No implied rights

All rights not expressly granted are reserved by Contlant and its licensors. No right is granted by implication, estoppel or otherwise. The licence does not include ownership, source-code access, patent rights or permission to commercialise the Software.

4 Eligibility and organisational authority

An End User must be at least 18 years old, legally capable of accepting this EULA and permitted to use the Software under applicable law. If an End User acts for a Customer, the End User represents that the Customer has authorised the access and use.

The Software is designed primarily for organisations, employers, professionals and other business users. If mandatory law gives an End User consumer rights that cannot be waived, this EULA applies only to the extent consistent with those rights.

5 Permitted use

Within the scope of the licence, the Customer and its Authorised Users may:

- use the licensed ScopeSpace modules, including ScopePayroll, ScopeBooks, ScopeTax, ScopeStock and ScopeAppointments, that are included in the Customer's plan or Order;
- access the Software from supported browsers and authorised devices;
- configure roles, workflows, reports and integrations for the Customer's operations;
- download, print or export Customer Data and outputs using functions provided by the Software; and
- use the Documentation and reasonable copies of it for the Customer's internal training and operation.

The Customer may administer entities or clients only where its plan or written agreement permits that use and the Customer has authority to act for them. A licence for internal use does not include payroll-bureau, outsourcing, managed-service, white-label or resale rights unless expressly granted in an Order or partner agreement.

6 Licence restrictions

Except where mandatory law expressly permits an act that cannot be restricted by contract, you must not, and must not enable another person to:

- copy, reproduce, republish, distribute, sell, rent, lease, lend, sublicense, transfer or make the Software available to an unauthorised person;

- reverse engineer, decompile, disassemble, translate, decode, discover or attempt to discover source code, object-code structure, underlying ideas, algorithms, models or non-public interfaces;
- modify, adapt, create derivative works from, frame, mirror or combine the Software with another product except through documented interfaces or written permission;
- circumvent licence keys, authentication, user limits, technical protections, plan limits or security controls;
- remove, obscure or alter copyright, trademark, attribution or ownership notices;
- use the Software to develop, train, test, benchmark or improve a competing product or publish comparative performance results without Contlant's prior written consent;
- access the Software through bots, scraping or automated means outside documented interfaces, or in a way that creates unreasonable load;
- use the Software for unlawful, fraudulent, harmful or unauthorised purposes, or in violation of another person's rights; or
- use the Software in a high-risk system where failure could reasonably cause death, serious injury or severe physical or environmental harm.

If applicable law permits reverse engineering solely to achieve interoperability, the Customer must first request the necessary information from Contlant and may exercise the statutory right only to the minimum extent and under the conditions required by that law.

7 Accounts and access controls

Each End User must use an individual authorised account unless a supported shared role is expressly provided. Credentials must be kept confidential and must not be shared, transferred or sold. The Customer is responsible for selecting administrators, assigning least-privilege access, promptly removing former users and managing devices connected to its account.

Contlant may rely on instructions that reasonably appear to come from an authorised administrator. The Customer must promptly report suspected compromise, unauthorised installation or misuse. Contlant may require credential resets, session termination, device removal or other reasonable security measures.

8 Customer Data and user content

The licence does not transfer ownership of Customer Data to Contlant. The Customer retains its rights and grants Contlant the limited rights described in the Terms of Service and Privacy Policy to host, process, secure, transmit and display Customer Data in order to provide the Software and related Services.

The Customer is responsible for the legality, accuracy and integrity of Customer Data and for obtaining necessary rights, notices and consents. Customer Data must not contain malicious code or material that is unlawful or infringes another person's rights. Data handling, retention, export and deletion are governed by the Terms of Service, Privacy Policy and any applicable data processing agreement.

9 Ownership and reserved rights

Contlant and its licensors own all rights, title and interest in and to the Software, Documentation, designs, interfaces, workflows, databases, models, methods, branding, updates, improvements and related intellectual property. The Software is protected by copyright and other intellectual-property laws and treaties.

The Customer owns its Customer Data. If the Customer provides feedback, suggestions or ideas, Contlant may use them without restriction or payment, provided Contlant does not identify the Customer publicly without permission. Feedback does not transfer Customer Data or confidential information.

10 Third party and open source components

The Software may include or interoperate with third-party or open-source software. Components identified in an attribution notice, licence file or Documentation are governed by their applicable licences. Where an open-source licence grants rights that conflict with this EULA, that licence controls only for the relevant component and only to the extent of the conflict.

Third-party services and integrations, including payment, calendar, email, identity, hosting or storage providers, remain subject to their providers' terms. Contlant does not grant rights in third-party products and is not responsible for a provider's changes, suspension or discontinuation, except as stated in the Terms of Service.

11 Updates upgrades and changes

Contlant may provide patches, bug fixes, security updates, feature updates, upgrades or replacement versions. Unless separate terms are supplied, an update is part of the Software and governed by this EULA. The Software may install or apply updates automatically where reasonably needed for security, compatibility or continued operation, subject to device settings and applicable law.

The Customer must apply critical updates within a reasonable period and use supported versions. Contlant may stop supporting an older version after reasonable notice where practicable. Continued use of an unsupported version is at the Customer's risk and may be restricted if it threatens the Software, data or other users.

12 Connectivity and hosted functionality

Most ScopeSpace functionality is delivered as a hosted service and requires a compatible device, supported browser and internet connection. The Customer is responsible for its equipment, connectivity, operating systems and associated charges. Some downloadable or cached components may have limited offline functionality, but Contlant does not promise continuous offline operation unless an Order says otherwise.

The licence does not guarantee access to hosted functionality after the Subscription Term, account suspension or termination. Service availability, maintenance, integrations and data export are governed by the Terms of Service and applicable Order.

13 Assisted and AI enabled features

The Software may include optional automation, predictive, generative, recommendation or other assisted features. Outputs may be incomplete, inaccurate or unsuitable. End Users must review and approve outputs before using them for payroll, tax, accounting, employment, legal, financial or other material decisions.

An assisted feature has no independent authority to bind the Customer, submit a filing, make a payment, send a final communication or take another external action unless the Software presents the required permissions and confirmation. Users must not rely on an output as the sole basis for a decision producing legal or similarly significant effects about an individual where prohibited by law.

14 Security and integrity

The Customer and End Users must not disable security functions, introduce malicious code, probe or test the Software without written authorisation, or access another customer, tenant, account or data. Contlant may use reasonable technical measures to verify licence compliance, protect accounts and detect abuse, consistent with the Privacy Policy.

The Customer is responsible for endpoint security, access management and safe use of exported data. No security system is completely secure. Suspected vulnerabilities should be reported privately to Contlant and must not be publicly disclosed before Contlant has had a reasonable opportunity to investigate and remediate them.

15 Support and technical requirements

Support entitlements are those included in the Customer's plan or Order. Contlant may publish supported browser, device, network and operating-system requirements. The Customer must maintain a compatible environment and provide reasonable diagnostic information when seeking support.

Contlant is not required to support unauthorised modifications, unsupported versions, third-party systems, or problems caused by the Customer's equipment, network, data, instructions or breach of this EULA. Contlant may choose to provide additional assistance under a separate statement of work or fee.

16 Compliance export controls and sanctions

The Customer and End Users must comply with laws applicable to their use of the Software, including intellectual-property, privacy, employment, tax, anti-bribery, sanctions and export-control laws. They must not make the Software available in an embargoed territory, to a restricted person, or for a prohibited end use where applicable law forbids it.

The Software may include encryption or other technology subject to import, export or use restrictions. The Customer is responsible for obtaining licences or approvals required for its deployment or use, except for approvals that the law places solely on Contlant as licensor.

17 Term suspension and termination

17.1 Term

This EULA begins on acceptance and continues while the Customer or End User has a valid right to use the Software. A paid licence lasts only for the applicable Subscription Term unless renewed, cancelled or terminated under the governing agreement.

17.2 Suspension

Contlant may suspend an affected licence where reasonably necessary to address a security threat, unlawful use, licence violation, material breach, overdue undisputed fees, legal requirement or harm to the Software or another person. Where practicable, Contlant will give notice and an opportunity to cure and will limit suspension to the affected user, device, component or account.

17.3 Termination

Either party may terminate for an uncured material breach as provided in the Terms of Service or Order. An End User's rights end immediately if the Customer withdraws authorisation, the employment or engagement requiring access ends, or the Customer's right to the Software ends.

17.4 Consequences

When the licence ends, the Customer and End Users must stop using the Software, uninstall downloadable components and destroy unauthorised copies. Termination does not affect accrued rights. Provisions concerning ownership, restrictions, confidentiality, disclaimers, liability, indemnities, disputes and other terms intended by their nature to survive will continue.

18 Warranties and disclaimers

18.1 Limited software warranty

During an active paid Subscription Term, Contlant warrants that the Software will materially conform to its Documentation when used in a supported environment and that Contlant will provide it with reasonable skill and care. If the Customer reports a reproducible material non-conformity, Contlant will use reasonable efforts to correct it, provide a workaround or replace the affected component. If those remedies are not reasonably possible, the Customer may terminate the affected licence and receive the remedy available under the Terms of Service.

18.2 Exclusions

The warranty does not apply to free, trial, preview or beta Software, or to issues caused by unsupported environments, third-party products, unauthorised modifications, misuse, Customer Data or instructions, failure to apply a critical update, or events beyond Contlant's reasonable control.

18.3 Disclaimer

Except for express warranties and to the maximum extent permitted by law, the Software is provided "as is" and "as available". Contlant disclaims implied warranties and conditions, including merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, uninterrupted operation and error-free results. ScopeSpace is a software tool and does not provide legal, tax, accounting, employment or other regulated professional advice.

19 Limitation of liability

The exclusions, liability cap and non-excludable liabilities in the ScopeSpace Terms of Service apply to this EULA as if set out in full. To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, exemplary, punitive or consequential loss, or loss of profits, revenue, anticipated savings, goodwill, business opportunity or data.

Unless an Order states otherwise, each party's aggregate liability arising from this EULA in any 12-month period will not exceed the fees paid or payable for the affected Software during the 12 months before the event giving rise to the first claim. For Software supplied entirely free of charge, Contlant's aggregate liability will not exceed USD 100 or its equivalent in the Customer's billing currency.

Nothing excludes or limits liability for fraud or fraudulent misrepresentation, wilful misconduct, death or personal injury caused by negligence, infringement or misappropriation of the other party's intellectual property, payment obligations, or liability that cannot lawfully be excluded or limited.

20 Indemnities

The intellectual-property and Customer indemnities in the ScopeSpace Terms of Service apply to the Software and this EULA. In summary, Contlant will defend qualifying third-party claims that authorised use of paid Software infringes specified intellectual-property rights, subject to stated exclusions and remedies. The Customer will defend qualifying claims arising from Customer Data, unlawful or unauthorised use, or breach of the Customer's responsibilities and licence restrictions.

The indemnifying party controls the defence and settlement, subject to prompt notice, reasonable cooperation and protection against admissions or non-monetary obligations imposed without consent. The complete procedure and exclusions are those in the Terms of Service unless an Order provides otherwise.

21 Governing law and disputes

This EULA and non-contractual obligations arising from it are governed by the laws of Kenya, without regard to conflict-of-laws rules. Before formal proceedings, the parties will follow the good-faith notice and discussion process in the Terms of Service. Subject to mandatory local law, the courts located in Nairobi, Kenya have exclusive jurisdiction.

Nothing in this EULA removes a mandatory right or remedy that cannot be waived, including a right to bring a claim in another forum where applicable law requires it. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

22 Application marketplace terms

This section applies only if Contlant distributes a Software application through an application marketplace or device platform. The marketplace provider is not a party to this EULA and does not grant the ScopeSpace licence. The Customer and End User must also comply with the marketplace's applicable usage rules.

To the extent required by the marketplace's rules, Contlant, not the marketplace provider, is responsible for the Software, support, warranties, product claims and intellectual-property claims. The marketplace provider is not required to provide maintenance or support and may be a third-party beneficiary entitled to enforce the provisions that benefit it. If marketplace rules conflict with this section, the mandatory marketplace rules control for that distribution channel.

23 General terms

23.1 Assignment

The Customer and End User may not assign or transfer this EULA or the licence without Contlant's prior written consent. A permitted assignment of the governing Terms of Service carries this EULA with it. Contlant may assign this EULA with the Terms of Service as allowed by those Terms.

23.2 Entire agreement and order of precedence

This EULA, the Terms of Service, applicable Order and referenced documents form the entire agreement concerning the Software. If they conflict, a signed Order controls first; this EULA controls next for the scope and restrictions of the software licence; the Terms of Service controls for all other matters; then product-specific terms, Documentation and policies apply. A data processing agreement controls for personal-data matters.

23.3 Severability no waiver and force majeure

If a provision is unenforceable, it will be modified to the minimum extent necessary or severed, and the remainder will continue. A failure to enforce a right is not a waiver. Neither party is liable for delay or failure caused by events beyond its reasonable control, except that this does not excuse payment for rights or services already supplied.

23.4 Relationship and third party rights

The parties are independent contractors. This EULA does not create employment, agency, partnership, joint venture or fiduciary relationships. Except for a marketplace provider under section 22 and indemnified persons under the Terms of Service, no third party has a right to enforce this EULA.

23.5 Changes

Contlant may update this EULA for legal, security, technical or product reasons. Material changes affecting an active paid licence will be communicated and take effect in accordance with the Terms of Service. A signed Order may be changed only as stated in that Order or by agreement of the parties.

24 Contact details

Questions and legal notices relating to this EULA may be sent to:

Contlant Limited

Company registration number: PVT-DLUP8X5A

Registered address: Muthithi Road, Westlands, Nairobi, Kenya

Email: privacy@contlant.com

Telephone: +254 780 074 521