

SOFTWARE PURCHASE AGREEMENT

Project Name: Procurement integrated R&D
management system

Purchase number: 20241014-CG001

Party A: MELBATECH LIMITED

Party B: SIMON KARIU KIMAITA

Signing time: October 14, 2024

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Certified true copy of the original document
as seen and verified by me

29/11/2024

MELBATECH LIMITED-SOFTWARE PURCHASE AGREEMENT

Party A: MELBATECH LIMITED

POBOX 47071 00100-GPO NAIROBI

Party B: SIMON KARIU KIMAITA

Party A and Party B have reached the following agreement after full consultation on the basis of equality :

Article 1 Project Name : Procurement Integrated R&D Management System

Article 2 Contract performance period

After the contract is signed and payment is received System delivery completed within 30 days.

Article 3 Project delivery location

Online delivery, or to a specific location specified by Party A

Article 4 Purchase content

A set of application software " Integrated R&D Management System" .

Article 5 Project funding

The total price is KES 20,000,000.00 .

The above total price is the comprehensive total price of all costs, including all costs required to complete Party A's procurement content.

Payment terms and methods

After the contract is signed, Party A shall pay the total contract price of KES 20,000,000.00 to Party B within one week ; during the period from the signing of the agreement to the payment, the system development shall be completed and put into trial operation, waiting for Party A's acceptance.

Party B' s bank account and account name are:

Account Name: SIMON KARIU KIMAITA

Bank Name : KCB BANK

Bank account number: 1182214762

Article 6 Project acceptance standards and requirements

Project acceptance is carried out in accordance with project procurement documents and software industry specifications. After system deployment, training,

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and one month of application

During the operation period, Party A shall organize relevant personnel to participate in the system acceptance and issue a system acceptance report.

Article 7 Party B shall deliver the results to Party A in the following manner:

1. Delivery form and quantity: Party B is responsible for deploying the application system on the server designated by Party A.
2. Delivery time: after signing the contract Complete system delivery and deploy to normal operation within 30 days

Article 8 Project Contact

1. The parties agree that during the validity period of this contract, Party A designates Nicole Adaka as Party A's project contact person, and Party B designates SIMON KARIU KIMAITA as Party B's project contact person.

2. If one party changes the project contact person, it shall promptly notify the other party in writing. If any loss is caused by the performance of the contract or the like, the relevant party shall bear the corresponding liability.

Article 9 Technical support and follow-up service requirements

1. Party B shall provide system requirements analysis, system design documents, system installation manual, user manual, system Complete and accurate engineering technical information including maintenance manuals, follow-up service plans and commitments.

2. After the system enters the trial operation stage, Party B shall send technical personnel to maintain and manage the entire system and provide full We provide comprehensive technical support services and preferential paid services outside the free maintenance period.

3. Provide free maintenance services and technical support for the project for one year from the date of acceptance. During the free maintenance period, if In the event of system failure, flaws or defects, Party B is responsible for providing technical support services.

4. Telephone consultation: Party B must provide Party A with a technical assistance telephone number to answer any questions Party A encounters in using the system. Provide timely suggestions and telephone consultation on problem solving methods;

5. Fault response: Party B shall provide 7x24 24-hour uninterrupted service. During the quality assurance period, upon receiving a data or system failure

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notification, Party B must 15 For serious failures that affect normal business operations, it is generally required to ensure that Repaired within 3 hours.

Article 10 Training requirements

1. Training must be arranged after the contract takes effect and before the system is officially put into operation.
2. The actual contract performance period, number of persons and location shall be implemented in accordance with Party B' s bidding commitment, and special circumstances shall be negotiated with Party A.

Article 11 Responsibilities and obligations of both parties

Party A' s Responsibilities and Obligations

1. Make the required payments in accordance with the payment terms of this Contract.
2. Responsible for the leadership, organization and coordination of the project.
3. Provide venues, personnel, relevant equipment, necessary documentation and data to assist Party B in implementing the system.

Party B' s responsibilities and obligations:

1. Complete the training of Party A' s relevant personnel and the installation, debugging and data integration of system software within the time specified in this contract. And form an acceptance team with Party A to conduct acceptance;
2. Provide Party A with free software upgrades, services, training, and technical support within one year;
3. Party B shall be liable for any expenses incurred by Party A in connection with data loss caused by equipment failure, operational errors, etc. during the use of the system. We are not responsible for any loss caused by the use of the software not in accordance with normal operating specifications or the theft, loss, damage, or misuse of the software. appoint.
4. Party B shall not transfer the results to a third party on its own before delivering the results to Party A.

Party B has made a commitment not to shirk responsibility: if the system fails due to any problem caused by either party, After receiving notification from the buyer or relevant supplier, an engineer must be sent immediately to handle the problem. If the problem cannot be solved remotely in time, the engineer must rush

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to the site. We will provide full assistance to the buyer or relevant suppliers to restore the system to normal as soon as possible .

Article 12 Intellectual Property

1. Infringe upon the legal rights and interests of any third party. Party B shall bear the legal liability arising from the technical infringement committed by Party A.
2. Both parties agree that Party A has the right to use the results provided by Party B in accordance with the terms of this contract to make subsequent improvements.
3. All information of this platform commissioned for development includes but is not limited to platform functions, business processes, data and data parameters,

The business plans and plans carried out by Party A using this platform are confidential information of Party A, and the relevant information is only available to the technical staff developing this platform. Party B is not allowed to disclose the information to other unrelated persons in any form.

Party B shall also abide by the confidentiality obligations stipulated in this clause regarding the confidential information involved.

Article 13 Liability for breach of contract

1. Breach of delivery. Party B shall complete and deliver the items specified in this contract within the time specified in the contract. If the delivery time is delayed, Party A agrees to give Party B 3 Days grace period, during which Party B will not be held liable for breach of contract.

2. Confidentiality breach: If any party breaches the confidentiality obligation stipulated in this contract, the breaching party shall be liable for 10 % of the total price of this contract. % If the actual loss, including profits, exceeds the liquidated damages, the party suffering the loss shall have the right to demand

3. compensation from the other party for the amount exceeding the liquidated damages. part.

4. Breach of other clauses: If any party breaches the obligations stipulated in this contract, the breaching party shall be liable Pay the other party a penalty of 2 % of the total contract price .

Article 14 Force Majeure

1. During the validity period of the contract, if either party is unable to perform the contract due to force majeure , the contract performance period may be extended. The extension period is the same as the period affected by force majeure.

2. Continuation of force majeure events 120 If the delay exceeds days, the two parties shall determine whether to continue to perform the contract through friendly consultation.

Article 15 Ways to resolve contract disputes

The two parties should first resolve the issue through friendly negotiation. If the negotiation fails, they should contact the local court for litigation.

Article 16 Contract Effectiveness and Other Agreed Matters

1. The documents and materials generated during the procurement process of this project are part of the contract.

2. Any matters not covered in this contract may be agreed upon by both parties and attached to this contract, which shall have the same legal effect as this contract.

3. The services covered by this contract shall be directly provided by Party B and shall not be transferred to any other party for supply unless Party A agrees in writing. Party A has the absolute right to prevent subcontracting; if there is any assignment or subcontracting without Party A' s consent, Party A has the right to terminate the contract if Party A commits any act of subcontracting.

4. This contract is in one form 2 Party A and Party B shall each hold 1 share.

Party A: MELBATECH LIMITED

Date: October 13, 2024

MELBATECH LIMITED
P.O. Box 47071
00100 - G.P.O NAIROBI

Party B: SIMON KARIU KIMAITA

Signature: 

Date: October 13, 2024