**SERVICE LEVEL AGREEMENT  
DIGITAL EDUCATION SYSTEM MANAGEMENT SERVICES**

This Service Level Agreement (the “**Agreement**”) has been made by and between:

**SchoolTry Limited**, a Private Limited Company duly incorporated under the Kenya Companies Act 2015 with registration number PVT-RXU2LBJ3 of P.O. Box 43659-00100, Nairobi, with its principal place of business located at Business Sweden – One Africa Place, 6th Floor, Waiyaki Way, Nairobi, Kenya including its entities, affiliates, and subsidiaries around the world (hereinafter referred to as (“**SchoolTry**”)

and

KINDERJOY PREMIER ACADEMY. Mombasa, Kenya (hereinafter referred to as the (“**Client**”).

(each a “**Party**” and collectively the “**Parties**”).

The Parties have agreed as follows:

**1. Background**

* 1. SchoolTry’s purpose is to provide digital education system management services to schools and education institutions with products such as document management, bulk communication, attendance tracking, virtual classrooms, and computer-based tests.
  2. The Client is a Primary school in Kenya providing education services to learners.
  3. The Client is looking for a digital school management solution to save time by automating its administrative and learning management processes & is therefore willing to assign the provision of such services to SchoolTry.
  4. SchoolTry is willing to provide such services to the Client whereby the Parties agree that SchoolTry shall, itself or via its locally established entity/entities or subcontractors, provide such services in accordance with this Agreement.

1. **The Services, Terms and Conditions**
   1. SchoolTry can provide the Client the following services (the “**Services**”), as further described in this Agreement:
2. Assessment & Grades/ Report Forms: create and generate student performance reports.
3. Attendance & Leaves: teachers can mark student attendance for tracking by parents.
4. eLearning, Virtual Classrooms & Computer Based Tests: organise a digital learning environment for teachers and learners.
5. Manage documents: coordinate invoices, letters, and notices to select users.
6. Lesson plans and notes: teachers can add lesson notes online for learners to access.
7. Bulk SMS: send instant updates to parents/teachers as short messages on their phones.
8. Fees/Finance: Manage fee invoicing and fee balance tracking for different learners within an integrated payment feature.
   1. Subject to an amendment in writing to this Agreement, the Services may be extended or reduced during the term of the Agreement, in which situation the terms of this Agreement shall apply also for any additional Services. However, any additional fees, costs, expenses, and deposits payable shall be adjusted accordingly, and in accordance with the Parties agreement thereof.
9. **Term of the Agreement and Commencement of the Services**

3.1 This Agreement shall commence on the date when it has been duly executed by both Parties (the “**Date of this Agreement**”) and shall remain in full force and effect until terminated by either Party by giving three (3) months’ written notice to the other Party. Upon the termination of this Agreement (regardless of cause), each Party shall, after request thereof, return materials provided by the other Party to that Party.

* 1. SchoolTry’s provision of the Services shall commence on **20/05/2024**

1. **Fees, Costs, and Payment terms**
   1. SchoolTry is entitled to an annual subscription fee from the Client for the performance of the Services (“**Service Fee**”). The Service fee shall amount to **30,000 KES** annually excluding VAT and any similar taxes or levies and reimbursements for additional expenses. Furthermore, the Client agrees to engage SchoolTry for a minimum time of 12 months i.e. this contract cannot be cancelled before **20/05/2025**
   2. SchoolTry is entitled to a one-off setup fee from the Client for the installation of the Service and training of the relevant users (“**Onboarding Fee**”). The Onboarding Fee shall amount to **10,000 KES** paid upfront or in installments as agreed upon by the Client to facilitate the onboarding process. SchoolTry may in its discretion waive its entitlement to payment of the Onboarding Fee by the Client and instead may conduct the onboarding for free or at a discounted price.
   3. Any Kenyan VAT and any local taxes, levies and/or reimbursements for additional expenses incurred in connection with this Agreement or a Service hereunder, shall be borne by the Client and SchoolTry is entitled to full remuneration where applies for such VAT, local tax, levy, and additional expenses from the Client. Such additional expenses may include the provision of an on-site System Administrator to support the client with the ongoing training and usage of the Service.
   4. SchoolTry shall invoice the Client upfront on an annual basis. The invoice items and the costs generated shall be specified in each invoice, unless otherwise agreed. The Client shall pay the invoice within thirty (30) days from the date of the invoice. The first invoice shall be sent to the Client after the end of the 3 months free-trial period. Invoice reconciliations shall be made annually based on any changes in the total number of learners accessing the platform.
2. **Client obligations**
   1. The Client shall provide the data of all users to be onboarded in the Platform in the format prescribed by SchoolTry and shall ensure a smooth cooperation with SchoolTry’s technical support team.
   2. The Client shall prepare and coordinate the participants on their part for scheduled physical or online meetings where required including for purposes of Service training or product demonstration by SchoolTry’s technical support team.
3. **SchoolTry obligations**
   1. SchoolTry will be responsible for the onboarding of all users (administrators, parents, teachers, and students) and the onboarding process will be completed between three (3) and fourteen (14) working days if the school provides all data required for the onboarding.
   2. SchoolTry will provide full customer support services (online and onsite) whenever it is needed by the client. The Client may reach out to SchoolTry through the provided contact information during work hours with a clear description of the issue.
   3. Software development and improvement of features will be done frequently without affecting school data and activities.
4. **Data Protection**
   1. This Agreement adheres to the international legal standards relating to Data Protection
   2. All data and information containing confidential and proprietary information submitted to SchoolTry will not be disclosed to any third party for any reasons except when approved by the Client.
   3. Data relating to product usage may be routinely analysed by SchoolTry for purposes of impact evaluation and for ongoing Service improvement.
   4. All access to the Platform shall be controlled by usernames and passwords issued by SchoolTry to the Client and their designated end users. Each username or password will be unique to each person that the Client designates is authorised to access the Platform. The Client is solely responsible for the security of usernames and passwords issued to the employees and to other end users.
5. **Governing Laws & Dispute Settlement**
   1. This Agreement shall be governed by, construed, and enforced in accordance with the applicable law in Kenya. The English language version of this Contract shall be the official text.
   2. In case any dispute between SchoolTry and the Client could not be amicably settled, then the dispute shall be submitted to Kenya Government authorities and Courts as exclusive jurisdiction for final judgement.
6. **Notices and Invoicing Address**
   1. All correspondence and notifications pursuant to this Agreement shall be in writing in English and shall be made by courier, by mail, or by e-mail to the addresses set out below.

To the Client

**Address:**

**KINDERJOY PREMIER ACADEMY**

**Mombasa**

To SchoolTry

Address:

**SchoolTry Limited,**

**Business Sweden – One Africa Place, 6th Floor, Waiyaki Way, Nairobi, Kenya.**

**P. O. BOX 43659 – 00100 Nairobi GPO.**

Email: [**george.jilani@schooltry.com**](mailto:george.jilani@schooltry.com)

10. **Entire Agreement**

* 1. The Client represents that they have read and understood all the terms and conditions herein set forth. This Agreement constitutes the entire and complete Agreement between SchoolTry and the Client, and no promises or understandings have been made other than as set forth in this Agreement. This Agreement shall be subject to modification only in writing signed by both Parties.

This Agreement has been executed in two (2) copies, of which the Parties have received one (1) each.

Client: Signature: Date 

SchoolTry: Signature: Date

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Sale Closed by:

Name Signature Date MALOMBE KUNGA 14/05/2024