



PandaDoc

Software Development Agreement

(based on the Kenya businesses)

Prepared for:

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Software Development Agreement

Developer Agreement

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Developer Agreement

This software development agreement, hereafter known as the “Agreement” or the “Developer Agreement”, defines the expectations, terms and conditions between BrainSpore LLC (“Developer”) and Research Icons (“Customer”).

This document is required for the Developer to render development services on behalf of the client and supersedes any prior agreements that parties may currently maintain with one another. Upon the acceptance date of this Agreement and throughout its duration, both parties consent to be bound to the entire Agreement until the termination of this Agreement.

WHEREAS, the Developer offers software development services on behalf of the Customer and the Customer seeks to retain the Developer for development services in alignment with its needs, both parties agree to the terms and conditions of this software development agreement.

IT IS AGREED as follows:

1. Term & Duration

This Agreement shall begin on 07 / 10 / 2021 and will continue until 09 / 10 / 2021 , or until the Scope of Work (Section 2) is completed and delivered in full by the Developer.

If for any reason either party wishes to terminate this Agreement, a formal Notice of Termination must be submitted in writing seven (7) days prior to the termination date.

Without the issuance of such notice, the contract is deemed valid and labour conducted during this time period will be considered billable until such information is provided in writing.

2. Scope of Work

The Developer agrees that it shall provide the Customer with skills, guidance, and expertise pertaining to software development for all things pertaining to the following:

Demo Service	Cost
Database Service	0.34\$
Hosting Service	-
Paid APIs service	-
Domain name	-

2a. Change Control

The Customer consents to receive all items listed in this Scope of Work documentation and agrees that additional work commissioned (“Change Requests”) after the contract acceptance date or at any stage for the duration of this Agreement, will incur additional costs.

If either Party identifies the need for a change to the Scope of Work documented above, a Change Request will be dispatched to the other party detailing the requirements for the change.

Such changes must be agreed upon by both parties and will be added to the existing Scope of Work as a part thereof, rather than a new agreement.

2b. Charges and Expenses

The Customer consents to cover any charges and expenses accrued by the Developer in order for it to fulfil its obligations.

1. Minor expenditures, such as parking fees or service rentals, incurring £50 or less, will be billed to the Customer prior to contract completion.
2. All other expenditures must be approved by the Customer.

The Customer understands that a failure to consent to necessary charges may result in a work stoppage if the Developer lacks the resources and tools required to complete the Scope of Work.

3. Customer Obligations

Defined by this Software Agreement, the Customer's obligations to the Developer are as follows:

THE CUSTOMER SHALL:

1. Provide all documentation and subject matter relevant to the documented Scope of Work (Section 2) within one business day of the Agreement acceptance date. This may include any relevant directions, mockups, notations or memos, source code, legal documents and/or other briefs, or any other content which is necessary for the Developer to begin work.
2. Continue to furnish the Developer with any and all materials necessary to continue development relevant to the Scope of Work after the project is underway.
3. Make available to the Developer and its employees, sub-contractors, or independent contractors acting in its stead any facilities, offices, personnel, or internal services necessary to enable the Developer to carry out its obligations as set forth by this Agreement.
4. Ensure that its representative is available as reasonably required by the Developer to coordinate with and liaise between both parties in order to negotiate project progress.

4. Confidentiality

The Customer understands that it may be necessary to reveal trade secrets, intellectual property, and other confidential information throughout the duration of this Agreement in order for the Developer to complete its work.

The Developer understands the business risk to the Customer and agrees to take all necessary steps to protect this information from a material breach in addition to agreeing to the following:

THE DEVELOPER AGREES:

1. The Intellectual Property Rights in all original documentation (including source code and object code), together with any related materials or software provided by the Customer for the duration of this Agreement shall remain the property of the Customer.
2. The Intellectual Property Rights in any new software generated by the Developer on behalf of the Customer (including source code and object code), along with any relevant project documentation or materials created as a part of this Agreement shall become the property of the Customer upon final payment for services rendered under this Agreement.

5. Progress Reports & Meetings

The Developer agrees to hold regular progress reports and meetings with the Customer and/or the Customer's designated representatives through the duration of the entire agreement in concordance with the following schedule:

Meeting Date	Time
24/07/021	9pm
07/08/021	9pm
21/08/021	9pm
04/09/021	9pm

All progress reports and meetings may be conducted electronically, via phone or video chat at the Customer's request.

Customers who prefer written updates via electronic mail (e-mail) may choose this option in lieu of a formal meeting. Upon such notice, the Developer agrees to send notes detailing the status of the project on the scheduled meeting date.

6. Payment Schedule

The Customer agrees to the following payment schedule:

Service / Description	Cost
Commitment Fee	14.29% of agreed amount
Front End Interface MVP	12.70% of agreed amount
Back End MVP	12.70% of agreed amount
Final product Delivered	60.31% of the agreed amount

Failure to render payment on the agreed-upon date may cause a work stoppage and incur additional fees.

It is solely at the Developer's discretion to extend payment deadlines, and the Developer reserves the right to withhold services, intellectual property rights, and essential documentation until payment is rendered in full.

6a. Force Majeure

Neither party shall have liability under or be found in breach of this Agreement for delays or failures in performance which are beyond the circumstances of the reasonable control of that party. If such circumstances continue for an extended period (10 weeks or more), both parties accept the following:

1. Costs incurred from such a delay shall be the obligation of the party from which the delay occurred.
2. If such a delay continues for more than 10 weeks, either party may terminate the Agreement by providing written notice to the other party, with both parties excepting that the Customer shall pay the Developer a reasonable sum with respect to any work carried out prior to such termination.

7. Signoff & Acceptance

This software development agreement and the interpretation of its terms shall be covered by and construed in accordance with English law, effective to the exclusive jurisdiction of the Developer's place of business at . Nairobi Nairobi Kenya

IN WITNESS WHEREOF, by the execution of both parties below, this software development agreement is declared valid and will form a part of the Contract in conjunction with any other relevant documents and agreements presented on behalf of either party.

Research Icons

Research Icons

Cyprian Marubi

Irene Obaga

05 / 05 / 1978

1993-03-12

Cyprian Marubi

Irene Obaga

BrainSpore LLC

Paullaster Okoth

07 / 07 / 2021

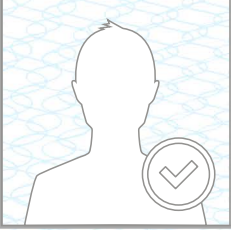


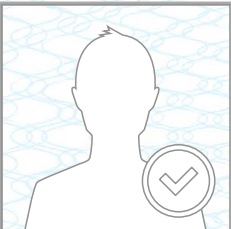
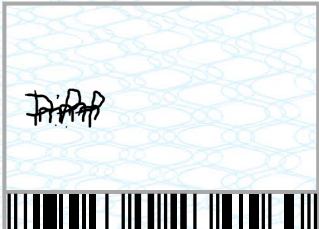
Paullaster Okoth

Software Engineer

Signature Certificate

Document Ref.: M4H5E-HPWSP-KDJCE-DTK7W

Document signed by:

	Cyprian Marubi E-mail: marubicyprian@gmail.com Signed via link IP: 154.159.238.50 Date: 07 Jul 2021 16:46:17 UTC	
	Irene Obaga E-mail: irenesarange6@gmail.com Signed via link IP: 154.159.238.50 Date: 07 Jul 2021 16:48:38 UTC	
	Paullaster Okoth E-mail: paullasterokoth98@gmail.com Signed via link IP: 105.165.74.64 Date: 07 Jul 2021 17:31:44 UTC	

Document completed by all parties on:
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Signed with PandaDoc.com

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