



INFOCUS TECHNOLOGIES MALAWI

Tel: +265 994 099 461/ + 265 884 64 25 94

Website: www.infocustech-mw.com

Email: sales@infocustech-mw.com

Software Deployment Agreement

BETWEEN

INFOCUS TECHNOLOGIES

AND

SYCAMORE CREDIT _____

This Software Development Agreement (the “ Agreement or Software Development/Deployment Agreement”) states the terms and conditions that govern the contractual agreement between INFOCUS TECHNOLOGIES having his principle place of business at Plot Number 10 Area 25 sector 3 ,Lilongwe and SYCAMORE CREDIT. having its principal places of business at (CLIENT address) _____ , who agrees to be bound by this Agreement.

WHEREAS, the client has conceptualized MICRO FINANCE MANAGEMENT SOFTWARE which is described in further detail on Software documentation, and the Developer is a contractor with whom the client has come to an agreement to deploy and develop the software.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by parties to this Software Development Agreement, the Developer and the client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. DEVELOPER’S DUTIES. The Client hereby engages the Developer and the Developer hereby agrees to be engaged by the client to develop/Deploy the Software in accordance with the specifications attached hereto as Software documentation (the specifications).
 - a) The Developer shall complete the development/deployment of the Software according to the milestones described on the form attached hereto as Exhibit B. In accordance with such milestones, the final product shall be delivered to the client by FINAL DELIVERY DATE(2 days from initial deployment).



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- b) For a period of 12 months after delivery of the final product, the Developer shall provide the client attention to answer any questions or assist solving any problems with regard to operation of the operation of the software/website. The Developer agrees to respond to any reasonable request for assistance made by the client regarding the software within time frame of the request.
 - c) Except as expressly provided in this software/ Development Agreement, the client shall not be obligated under this Agreement to provide any other support or assistance to the Developer.
 - d) The client may terminate this Software/ Development Agreement at any time upon material breach of the terms herein and failure to cure such a breach within the time frame of notification of such a breach
 - e) The developer shall provide to the client after the Delivery Date a cumulative time frame of training with respect to the operations of the Software if requested by the client.
2. DELIVERY. The Software shall function in accordance with the Specifications stated on Software documentation and Manual on or before the Delivery Date.
- a) If the Software as delivered does not conform with the Specifications, the client shall within a month of delivery date notify the Developer in writing of the ways in which it does not conform with the Specifications. The Developer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.
 - b) The Client shall provide to the Developer written notice of its finding that the software conforms to the specifications within 30 days of delivery date(the "Acceptable Date") unless it finds that the Software does not conform to the Specifications as described.
3. CHANGE IN SPECIFICATIONS
- The client may request that reasonable changes made to the specifications and tasks associated with the implementation of the specifications. If the Client requests such change, the Developer will use its best efforts to implement the requested changes at no additional expenses to the client and without delaying delivery of the Software. In the event that the proposed change will, in the sole



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discretion of the Developer, require a delay in the delivery of the software or would result in additional expense to the client, then the Client and the Developer shall confer and the Client may either withdraw the proposed change or require the Developer to deliver the Software with the proposed Change and subject to the delay and/or additional expense. The Client agrees and acknowledges that the judgment as to if there will be any delay or addition expenses shall be made solely by the Developer.

4. **CONFIDENTIALITY.** The Developer shall not disclose to any third party the business of the Client, details regarding the software back end information, including , without limitation any information regarding the software's code, the specifications, or the client's business(the "confidential Information")
 - i. Make copies of any Confidential Information or any content based on the concepts contained within the confidential Information for personal use or for distribution unless requested to dos so by the Client or (ii) use Confidential Information other than solely for the benefit of the client.

5. DEVELOPER WARRANTIES.

The Developer represents and warrants to the Client the following:

- a) Development and delivery of the software under this Agreement are not in violation of any other agreement that the Developer has with another party.
 - b) The Software will not violate the intellectual property rights of any other party.
 - c) For period of 12 months after the Delivery date, the Software shall operate to the Specifications, if Software malfunctions or in any way does not operate according to the Specifications within that time, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the specifications.
6. **INDEMNIFICATION.** The Developer agrees to indemnify, defend, and protect the client from and against all lawsuits and costs of every kind pertaining to the software including reasonable legal fees due to the Developer's infringement of the intellectual rights of any third party.



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7. **NO MODIFICATION UNLESS IN WRITING.** No modification of this Agreement shall be valid unless in writing and agreed upon by both parties.
8. **APPLICABLE LAW.** This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of Malawi.
9. **MODE OF PAYMENTS.** The payments shall be through the bank transfer or by cheque to infocus technologies or if there will be any issues with that then the payment shall be paid on
1000893354 National Bank, Mzuzu branch, Misheck Kamuloni .
The total costs of the software is MK3 500 000 3 installments to be paid before and after the delivery of software.
Deliverables.
Software
Installation
Trainings
Free Support for 12 months



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IN WITNESS WHEREOF, each of the parties has executed this software Development Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

INFOCUS TECHNOLOGIES

Representative First name Initial Representative's Last Name

_____ Signature Date

Client's organization _____ SYCAMORE CREDIT _____

Client's First name Initial Client's Last name

Signature

Date