



SOFTWARE DEVELOPMENT AGREEMENT

This Software Development Agreement ("Agreement") is made and entered into as of the 15th day of April, 2024, between MNS Software Development Firm, represented by MANSOOR GABALI (MNS), located at Altinbas University Mahmutbey, Dilmenler Cd. No: 26, 34217 Bağcılar/İstanbul, 34771 Istanbul-Turkey ("Developer"), with RAGHAD AL HADDAD as the user and ELHAMUDDIN ANDARABI as the customer, both studying at the same aforementioned location ("Client").

- **WHEREAS** Client (ELHAMUDDIN ANDARABI) requests software development from MNS.
- **WHEREAS** MNS (MANSOOR GABALI) claims competence in the field.
- **WHEREAS** one of users of the product is the user (RAGHAD AL HADDAD).
- **WHEREAS** MNS (MANSOOR GABALI) agrees to produce software for client (ELHAMUDDIN ANDARABI) on the terms and conditions outlined below.

Therefore, taking into account the pledges made to each other in this agreement as well as



other excellent and useful compensation, receipt of which is now recognized, the Parties agree as follows:

1. CERTAIN DEFINITIONS

1.1. "Developments" means any code, portions of code, ideas, know-how, or techniques developed by or for MNS and provided to Client pursuant to a Consulting Services Schedule or Software Support, including, but not limited to any modifications, enhancements, fixes, versions, updates, upgrades or releases of the Programs.

1.2. "Direct Competitor of MNS" means a person or entity controlling, controlled by or under common control with a person or entity whose primary business is the development of EDI translation, compliance management or EDI integration processing software and systems.

1.3. "Documentation" means MNS' current user manuals, handbooks and installation guides provided by MNS to Client and relating to the licensed Programs.

1.4. The term "Product" refers to the software program generated by MNS in compliance with the Specifications, including user manuals and other documentation.



1.5. "Internal Use" means use of the Licensed Materials solely for Client's internal business purposes.

Without limiting the foregoing, Internal Use does not include the use of Licensed Materials for operation of a time sharing service or services bureau or distribution of the Licensed Materials as part of an ASP, VAR, OEM, and distributor or reseller arrangement.

1.6. "License Schedule" means a schedule to this Agreement pursuant to which MNS and

Client agree to add Program(s) to the scope of this Agreement.

1.7. "Licensed Materials" means the Programs and Documentation.

1.8. "Licensed User" means an employee of Client, its subsidiaries, service providers and suppliers, who Client permits to access and use the Licensed Materials pursuant to Client's license hereunder, solely for Client's Internal Use.

1.9. "Program(s)" means the software program(s), licensed hereunder and identified in a License Schedule together with Developments.



1.10. "Software Support" means those software support services to be provided by MNS

1.11 "Specifications" refers to the specifications for the Product as specified by the Client, as well as any further requirements or changes to the specifications that the parties may agree to in writing over the duration of this Agreement.

2. SOFTWARE REQUIREMENTS SPECIFICATION (SRS)

2.1. PROJECT OVERVIEW:

The project involves the development of a mobile workout plan sharing application, referred to as the "Vigor app," to facilitate users in creating, sharing, and collaborating on workout plans. The app aims to provide a user-friendly interface with a range of features to enhance the workout experience.

2.2. Features and Functionalities & Non-Functional:

The following features and functionalities shall be included in the Vigor app:



2.2.1. Features and Functionalities.

1- User Management:

- Users shall be able to create accounts with unique usernames and passwords.
- Users shall be able to log in securely and log out of their accounts.
- Users shall have the ability to edit their profile information, including username, email address, age, and gender.

2- Workout Plan Management:

- Users shall be able to create, edit, and delete workout plans.
- Each workout plan shall include a title, description, and list of exercises.
- Users shall have the ability to add exercises to their workout plans from a predefined list.

3- Exercise Database:

- The app shall have a database of predefined exercises with details such as name, description, and duration.
- Users shall be able to search and filter exercises based on categories like muscle group, equipment needed, or difficulty level.



4- Plan Sharing and Collaboration:

- Users shall be able to share their workout plans with other users of the app.
- Shared workout plans shall be accessible to other users for viewing, copying, or modifying.
- Users shall be able to collaborate on workout plans with other users, allowing them to edit and contribute to the plan.

5- Social Features:

- Users shall be able to follow other users and see their shared workout plans.
- Users shall be able to like, comment on, and bookmark workout plans.
- The app shall have a newsfeed or activity stream showing updates from followed users and interactions with shared workout plans.

6- Progress Tracking:

Users shall be able to track their progress and performance for each exercise and workout plan. The app shall provide visualizations such as charts or graphs to show progress over time and compare performance with previous sessions.



7- Notification System: The app shall send notifications to users for important events such as new followers, comments on their workout plans, or upcoming workout reminders.

2.2.2. Non-Functional

1- Accessibility and Usability:

The app shall have a user-friendly interface with intuitive navigation and design. It shall be accessible to users with disabilities, following best practices for inclusive design and compliance with accessibility standards.

2- Security and Privacy:

The app shall implement strong security measures to protect user data, including encryption of sensitive information and secure authentication methods.

Users shall have control over their privacy settings, allowing them to choose who can view and interact with their workout plans.



3- Performance and Scalability:

The app shall be fast and responsive, even under heavy usage. It shall be able to handle a growing user base and a large volume of workout plans and exercises without compromising performance.

2.12. Deliverables:

The deliverables for the project shall include: A fully functional version of the Vigor app, meeting the specifications outlined in this section. Documentation detailing the app's features, functionalities, and user guidelines.

2.13. Milestones:

The project shall be divided into the following milestones:

- Milestone 1: Completion of user authentication and profile management features.
- Milestone 2: Implementation of workout plan management and exercise database features.
- Milestone 3: Integration of social features, progress tracking, notification system, and performance optimization.
- Milestone 4: Final testing, bug fixing, and delivery of the completed app to the Client.



3. TERMS AND CONDITIONS AND LICENSE

3.1. Permission to Use. MNS hereby grants, and Client hereby accepts, subject to the terms and conditions of this Agreement, a perpetual (unless terminated under Section 8) non-exclusive, nontransferable, worldwide license (i) to use the Program(s) in object code form only, solely for Internal Use; and (ii) to use and make a reasonable number of copies of the Documentation in connection with Client's use of the Programs. Client acknowledges that it will be responsible for using appropriate security measures to restrict access to the Programs to only Licensed Internal Users. Furthermore, Client acknowledges and accepts that Client shall be liable for all use of and that all usage by Licensed Users shall comply with all aspects of this Agreement that apply to Client.

3.2. Licensing of Programs. As of the Effective Date, the programs set forth in License Schedule No. 1 and attached hereto as Exhibit A (if any) shall be deemed Programs and subject to the terms and conditions of this Agreement. From time to time, Client and MNS may license additional software programs by executing a License Schedule identifying such additional programs and the license fees associated therewith. Upon execution by both parties of a License Schedule, the software programs identified therein shall be deemed Programs and subject to the terms and conditions of this Agreement.



3.3. Consultant Use of the Programs. Client may permit a third party to access the licensed materials solely for the performance of services for Client for Client's Internal Use, provided that: (i) prior to such access, Client shall cause such third party to agree in writing to protection of Confidential Information and Proprietary Rights no less restrictive than the protection set forth in Sections 7 and 8; (ii) Client may not permit such access to any third party that is a Direct Competitor of MNS; and (iii) Client shall be responsible and assume all liability for the actions of any third party to which it permits access to the Licensed Materials.

3.4. PRODUCT DEVELOPMENT: Client assigns MNS the task of designing and developing the product, and MNS undertakes to do so in compliance with (1) the project outline provided in the scope of work (Exhibit A) and/or (2) the product specifications (Exhibit B) that were created in collaboration with the client. The parties will collaborate in order to complete the tasks and reach the goals specified in the Product Specifications. Delivering and carrying out only those professional services expressly mentioned in the Product Specifications will be the responsibility of MNS. Any changes made to the product specifications must follow the Change Order procedure outlined below.

3.5. CHANGE ORDERS: The client must submit a thorough change order in writing if they wish to alter any aspect of the deliverable or the product specifications. This can be sent by certified letter, email, or



other MNS-provided technology and/or tools. If there is a disagreement between this Agreement's terms and a Change Order, this Agreement's terms will take precedence.

3.6. CLIENT RESPONSIBILITIES: Client undertakes to carry out any activities allocated under this Agreement, the Product Specifications, or a Change Order; furthermore, Client commits to assist MNS in any way necessary to ensure the timely and effective completion of the Product (VIGOR). In the event that Client fails to meet (or delays in meeting) its obligations and time schedules as outlined in the System Specifications, a Change Order, or this Agreement, MNS will not be considered in violation of any milestone, a Change Order, or this Agreement's Vigor Specifications. Should the client fail or delay in any way, (i) MNS's timelines, milestones, and/or deadlines will all be extended by the product of the number of days client, the client, failed times two (2); and (ii) Client will keep paying MNS on time as specified in this Agreement, the Product (Vigor) Specifications, and any Change Order(s), treating each of these as though MNS had fulfilled all deadlines, time periods, and timetables. Any modifications or additions to Client's current hardware, software, and systems that may be necessary to support the operation of the Product (Vigor) must be made by Client (ELHAMUDDIN ANDARABI) at its own cost. Client will be in charge of first filling and then maintaining any databases on the Product, as well as supplying all content for the Product, unless otherwise agreed upon with MNS or indicated in a Change Order. If a Change Order is executed explicitly requesting MNS to periodically evaluate the Client's hardware, software, and systems, MNS may agree to carry out this task at regular MNS fees.



3.7. PROJECT MANAGERS: MNS and the client, will choose a project manager to oversee the product's implementation. The Project Managers will be in charge of: (i) overseeing the day-to-day operations under this Agreement; (ii) acting as the parties' point of contact; (iii) allocating and scheduling the right staff to carry out all of the services that are needed to be performed under this Agreement; and (iv) approving and carrying out any and all Change Orders. The Client hereby accepts and acknowledges that the Client Project Manager will have the necessary authorization to carry out the tasks and obligations outlined in this Section. By signing this agreement, MNS recognizes and confirms that the MNS Project Manager will have the right and ability to carry out the tasks and obligations outlined in this Section.

3.8. PROJECT ASSIGNMENT: MNS retains the right, and Client hereby consents, to designate subcontractors to this project in order to guarantee that the conditions of this agreement are fulfilled and that it is completed on schedule.

3.9. MARKETING: Client (ELHAMUDDIN ANDARABI) hereby authorizes MNS (MANSOOR GABALI) permission to use Client's name and service marks in any written, electronic, or spoken promotional materials. This permission includes identifying Client as a client of MNS (MANSOOR GABALI) and providing a brief description of the services rendered. The client (ELHAMUDDIN ANDARABI) must give



written consent before using any MNS logos or links on the client's product. About this Agreement, either party may choose to make a press release. Any release made in this way must be authorized by the other party, and permission cannot be unjustly denied.

3.10. COMPATIBILITY: Unless otherwise specified in the System Specifications or a Change Order, the Web Site is only compatible with domestic versions of Internet Explorer version 8.0 and higher, Firefox 4.0 and higher, Safari - latest version, and Chrome - latest version.

4. SOFTWARE SUPPORT

4.1. Software Support. Subject to payment by Client of amounts due hereunder, including the applicable annual fee for Software Support (the "Annual Software Support Fee"), MNS will support licensed Programs pursuant to the terms and conditions set forth in the document titled MNS Support Terms and Conditions as amended by MNS from time to time ("Support Terms and Conditions"). MNS may change the URL of the Support Terms and Conditions upon written notice to Client. Software Support for the Programs licensed pursuant to Exhibit A commences upon the Effective Date of the relevant License Schedule. Software Support continues for a term of one year after commencement and is automatically renewed each year thereafter, unless notice has been made in writing at least sixty (60) days prior to the anniversary date of such commencement.



4.2. Annual Software Support Fee. The first year's Annual Software Support Fee is set forth in the applicable License Schedule. The Annual Software Support Fee in subsequent years is subject to change and shall be due on the anniversary of the Effective Date.

4.3. Maintenance: MNS and the client will enter into a separate agreement for any support and maintenance services, upgrades, versions, or new releases. MNS will delegate the Client's maintenance and support rights or obligations for any third-party products or equipment that are utilized in the product and are made accessible by the relevant vendor(s) or manufacturer(s) of such content and equipment. Without the client's express consent, MNS is not permitted to utilize any third-party intellectual property in the product.

5. PAYMENT

5.1. Expenditures: Client, is responsible for paying MNS's reasonable out-of-pocket travel expenditures (hereafter, "Expenses"), which include housing, food, mileage, and transportation costs incurred while providing MNS's professional services. MNS must first acquire the written consent of the client before incurring any specific costs. After receiving MNS's invoice, all expenses that the client has not already



paid in full must be paid within fourteen (14) days. All reimbursements for expenses must be paid at MNS's actual out-of-pocket expenditures; there cannot be any augmentation for overhead, administrative fees, or any other reason.

5.2. FEES: In compliance with Exhibit A hereto, Client undertakes to reimburse MNS according to the following timetable for the fulfillment of the Scope of Work:

\$50 per hour.

5.3. Software License Fees. Client agrees to pay MNS the license fee (the "Software License Fee") with respect to each Program set forth in an applicable License Schedule.

5.4. Invoices; Currency. MNS will invoice the Software License Fee and Annual Software Support Fee with respect to the first year of Software Support upon execution of this Agreement or the relevant License Schedule. All invoices will be paid by Client thirty (30) days after receipt thereof.

Payments shall be made in United States dollars. Any amounts not paid when due shall accrue interest at the rate of 1 % per month, but not to exceed the maximum amount as allowed by law. Client agrees to pay MNS all reasonable costs and expenses of collection, including attorney's fees.



5.5. Purchase Order Numbers. Client shall promptly provide MNS with any purchase order numbers required for processing by Client of MNS' invoices. The issuance or failure to issue a purchase order or to provide a purchase order number to MNS shall in no way affect the obligations contained herein.

5.6. Taxes. Amounts payable under this Agreement are exclusive of any governmental, sales, property, use, value-added, or similar taxes, or customs duties, and any such taxes and duties are the responsibility of Client, whether such taxes and duties are now in force or enacted in the future. Client, however, shall not be responsible for taxes based on MNS's income.

6. WARRANTIES, REMEDIES, LIMITATIONS OF LIABILITY, AND INDEMNIFICATIONS

6.1. Warranty; License Grant. MNS warrants that it has the right to grant the license to the Licensed Materials granted herein.

6.2. Limited Warranty; Programs. The Programs, as of the date of delivery and for a period of forty five (45) days thereafter, shall comply in all material respects with the specifications set forth in the



Documentation for such Programs. Client's exclusive remedy, and MNS' sole liability, for a breach of this warranty shall be for MNS to repair or replace the Programs so that the Programs delivered to Client comply with such warranty, or, at MNS' option, terminate this Agreement and refund the Software License Fees paid hereunder with respect to such non-compliant Program(s).

6.3. Limitation on Liability. CLIENT'S EXCLUSIVE REMEDY AND MNS' AND ITS LICENSORS ENTIRE LIABILITY FOR ANY CLAIM RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO MNS FOR THOSE LICENSED MATERIALS AND CONSULTING SERVICES PROVIDED HEREUNDER UPON WHICH THE LIABILITY IS BASED.

6.4. Disclaimers. EXCEPT AS SET FORTH IN SECTIONS 6.1-6.2, THE LICENSED MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND MNS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MNS DOES NOT REPRESENT THAT THE PROGRAMS WILL BE ERROR FREE. IN NO EVENT SHALL MNS OR ITS LICENSORS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR FOR LOST PROFITS,



LOST REVENUE, OR FAILURE TO REALIZE EXPECTED SAVINGS, ARISING UNDER THIS AGREEMENT OR RELATING TO THE LICENSED MATERIALS, EVEN IF MNS OR ITS LICENSORS HAVE BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT SHALL APPLY EVEN IF A REMEDY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6.5. Equitable Relief. Because Client's breach of any of its obligations set forth in Sections 6 or 7 will irreparably harm MNS and substantially diminish the value of MNS's proprietary rights in the Programs and Documentation, Client agrees that, if it breaches any of its obligations under Sections 6 or 7, MNS shall, without limiting its other rights or remedies, be entitled to equitable relief (including, but not limited to, injunctive relief) to enforce Client's obligations and to protect MNS's proprietary rights without being required to post a bond.

6.6. Indemnification by Client. Client agrees to indemnify and defend MNS, its affiliates and their respective directors, officers, agents, employees, successors, and assigns (collectively, the "MNS Indemnities") from and against any and all liabilities, losses, damages, claims, suits, and expenses, including without limitation reasonable attorneys' fees, of whatever kind and nature imposed upon, incurred by or asserted against the MNS Indemnities relating to or arising out of a breach by Client of Sections 6 or 7. Client shall pay all costs and damages finally awarded against the MNS indemnities in



such an action provided that MNS gives Client prompt written notice of such claim, reasonable assistance and sole authority to defend and settle such claim. Client shall pay

MNS's reasonable expenses associated with providing such assistance.

6.7. Indemnification by MNS. Except as set forth in Section 6.10, MNS agrees to indemnify and defend Client, its affiliates and their respective directors, officers, agents, employees, successors, and assigns (collectively, the "Client Indemnities") from and against any and all liabilities, losses, damages, and expenses (including without limitation reasonable attorneys' fees), of whatever kind and nature imposed upon or incurred by Client Indemnities relating to or arising out of any third-party claim or suit brought against the Client Indemnities alleging that the Licensed Materials, as furnished hereunder and used as contemplated by this Agreement, infringe a Republic of Turkey patent, copyright, trade secret, or trademark of any third party. MNS shall pay all costs and damages finally awarded against the Client Indemnities in such an action provided the Client gives MNS prompt written notice of such claim, reasonable assistance and sole authority to defend and settle such claim. MNS shall pay Client's reasonable expenses associated with providing such assistance.

6.8. Indemnification; Restrictions. MNS shall have no liability or obligation to indemnify Client for any claim of infringement based upon (i) use of a superseded or altered version of the Licensed Materials, if such infringement would have been avoided by the use of a current, unaltered version of the



Licensed Materials that MNS has provided to Client; (ii) the combination, operation, or use of any Licensed Materials with components, hardware or software not furnished by MNS to Client, if such infringement would have been avoided by the use of the Licensed Materials without such other components, hardware or software; (iii) use of the Licensed Materials in a manner that violates the terms of this Agreement; or (iv) any claim that a Client business method infringes a business method patent.

6.9. Indemnification; Remedies. In the defense or settlement of a claim indemnified under Section 6.7 (or if MNS reasonably believes the Licensed Materials or any portion thereof do or may infringe the rights of a third party), MNS shall at its own expense and in its sole discretion elect to (i) modify the infringing Licensed Materials to become non-infringing; (ii) obtain for Client the right to continue using the infringing Licensed Materials; or if MNS determines in its discretion that (i) or (ii) is not reasonably commercially available, (iii) terminate Client's license to the infringing Licensed Materials and refund the license fees paid hereunder for such infringing Licensed Materials less straight-line depreciation prorated over a two (2)-year period from the date such infringing Licensed Materials were first licensed to Client under this Agreement.



6.10. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 6.7 AND 6.9, MNS SHALL HAVE NO OTHER LIABILITY FOR VIOLATION, MISAPPROPRIATION OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND FURTHER SHALL HAVE NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING THERETO.

7. CONFIDENTIALITY

7.1. Confidential Information. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to information marked as confidential or with any other restricted use legend, except that no such legend shall be required in the case of information obtained by or disclosed to the receiving party if the circumstances under which such information was obtained or disclosed were such that a reasonable person would know that the information should be treated as Confidential Information of the other party. In addition, the Licensed Materials, or any portions thereof, and other documentation and materials provided hereunder shall be the Confidential Information of MNS.

7.2. Confidential Information; Exceptions. A party's Confidential Information shall not include information which the other party can demonstrate: (i) is or becomes a part of the public domain



through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure hereunder and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without breach of this Agreement and without reference to the disclosing party's Confidential Information. Notwithstanding the foregoing, the parties agree that Confidential Information of MNS shall include results of benchmark tests run by Client and any technical information relating to the Programs.

7.3. Restrictions on Use and Disclosure. Each party agrees not to (i) disclose the other's Confidential Information to any third party and (ii) use the other's Confidential Information for any purpose other than the implementation of this Agreement. The restrictions in this Section 7.3 shall survive for a period of five (5) years after the termination or expiration of this Agreement, except that such non-disclosure period shall be perpetual in the case of Licensed Materials, or any portions thereof and any of the other party's Confidential Information that is a trade secret of the other party.

7.4. Return of Confidential Information. Upon written request from either party, the other party shall promptly return any of the requesting party's Confidential Information (and all copies thereof) to the requesting party, unless such Confidential Information is required for the purposes of performing its obligations under this Agreement.



7.5. Terms of Agreement Confidential. The contents of this Agreement, including all of its Exhibits, but not the existence of this Agreement, are deemed to be Confidential Information of MNS.

8. PROPRIETARY RIGHTS

8.1. Ownership. Except for the limited, nonexclusive license granted to Client in Section 3.1, all rights, title and interests in and to the Licensed Materials and all patent, copyright, trademark, trade secret and all other intellectual and industrial property rights therein and thereto, shall remain with and shall be owned exclusively by MNS and its licensors, and Client shall have no right, title or interest therein or thereto. Client will not claim any such right, title or interest or take any position adverse to MNS' ownership of all such rights, title and interests.

8.2. Markings. Client shall not alter or remove any patent, copyright, trademark, trade secret, proprietary, and/or other notices contained on or in copies of the Licensed Materials. Client shall reproduce all such notices on or in all copies of the Licensed Materials made by Client.

8.3. No Reverse Engineering. Client shall not modify the Licensed Materials. Client shall not cause or permit DE compilation, disassembly, or reverse engineering of the Programs, except as required by



mandatory provisions of applicable law, such as for the limited purpose of achieving interoperability of the Programs with other software, in which case Client shall notify MNS in writing of the need for such modifications and the parties shall mutually agree that MNS will (i) perform the work at a mutually agreed upon price or (ii) allow Client to perform the work for the limited purpose permitted and required by law.

8.4. Reporting of Violations. Client shall promptly report to MNS any actual or suspected violation of this Section 8 and shall take all reasonable further steps requested by MNS to prevent or remedy any such violation. Client shall take appropriate action by instruction or agreement with its employees to satisfy its obligations under this Section 8.

9. TERMINATION

9.1 Term. This Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Section 9.

9.2 Termination of Software Support. MNS may terminate Software Support for nonpayment of amounts due hereunder. Client may terminate Software Support, either in its entirety or for individual programs, at any time upon sixty (60) days prior written Notice. Notwithstanding the foregoing, except



where Client terminates Software Support in its entirety, Software Support for any user licenses may not be separately terminated. In the event of termination, MNS will refund to

Client Software Support Fees paid by Client for Programs for which Software Support was terminated for periods after the effective date of termination. Termination of Software Support shall not constitute a termination of the Agreement. If, subsequent to termination of Software Support, Client wishes to reinstate Software Support, Client must pay the accumulated Software Support fees for all periods for which Software Support fees were not paid.

9.3 Termination for Breach. If either party materially breaches this Agreement, the other party may terminate this Agreement upon thirty (30) days' prior written notice to the breaching party specifying the breach if the breaching party shall not have fully cured the breach within that time period.

9.4 Termination for Bankruptcy. Either party shall have the right to terminate this agreement immediately upon written notice to the other party in the event that the other party becomes insolvent, proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment for benefit of creditors, or if any similar agent is appointed or takes possession with respect to any property or business of the said other party, or has filed against it a petition under any bankruptcy code or insolvency law which is not dismissed within sixty (60) days.



9.5 Effect of Termination. If Client terminates this Agreement as a result of an uncured breach by MNS after Client has paid the Software License Fees for all Programs licensed, then the licenses granted to Client pursuant to Section 3.1 shall survive such termination. This survival is subject to Client's continued compliance with all terms and conditions of this Agreement relating to Client's use of the Licensed Materials. Client's failure to comply with such terms and conditions shall, without limiting any other remedies of MNS, result in the immediate, automatic, termination of all licenses. Except as provided above, upon any other termination of this Agreement, all rights and licenses granted to Client under this Agreement shall immediately be terminated. Within thirty (30) days after termination of this Agreement, Client shall pay MNS all accrued and unpaid amounts owed by Client to MNS hereunder.

9.6 Return of Confidential Information. Upon termination of this Agreement by MNS, Client shall promptly return to MNS (or, at MNS' option, destroy and certify in writing to MNS that it has destroyed) the original and all copies of the Licensed Materials, including archival copies, compilations, translations, partial copies, updates and modifications, if any, and shall delete all copies of the Licensed Materials from its computer libraries or storage facilities.



10. MISCELLANEOUS

10.1. Independent Contractors. The relationship of MNS to Client is that of an independent contractor, and this Agreement shall not constitute, or be deemed to constitute, either party as an employee, agent, partner or joint venture of the other for any purpose. Neither party has the right or authority under this Agreement to assume or to create any obligation or responsibility on behalf of the other party.

10.2. No solicitation. During the term of this Agreement and for one (1) year thereafter, neither party will hire nor directly approach, counsel, or attempt to induce any person who is then in the employ of or an independent contractor of the other party, to leave the other party's employ or engagement, without the other party's prior written consent. This restriction shall not be deemed to prohibit the placement of advertisements addressed to the general public in newspapers or trade publications nor the hiring of an applicant in response to such advertisement.

10.3. Force Majeure. In the event of a force majeure condition, which shall mean war, riot, strike, fire, sabotage, flood, or other natural disaster, accident, or other similar cause, or acts of any government outside the control of the affected party, including, but not limited to, the refusal to issue visas or export licenses, and provided that the impacted party provides the other with prompt written notice of such force majeure condition and resumes its performance as soon as possible, then neither party shall be responsible to the other for any failure or delay in its performance under this agreement, other



than with respect to its payment obligations. Further, the other party may terminate this agreement or any portion that such party deems affected by the force majeure condition immediately upon written notice if the force majeure condition has continued for a period of one hundred eighty (180) days or longer.

10.4. Governing Law; Language. This Agreement shall be construed and interpreted in accordance with the laws of the Republic of Turkey. The language of this Agreement and all Documentation shall be the English language and the parties hereby agree that the English language version of this agreement shall control for all purposes and shall be valid and enforceable notwithstanding any translation into a language other than English.

10.5. UN Convention on Contracts for Sale of Goods. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement

10.6. Export Restrictions. Client shall comply with any and all applicable local and foreign laws and regulations on exportation and importation of the Licensed Materials and all applicable laws and regulations relating in any way to Client's performance under this Agreement including, without



limitation, obtaining all necessary licenses or permits and any other government approval necessary for the import or export of Licensed Materials.

10.7. Inspection. Client agrees that MNS may, from time to time but no more frequently than one (1) time per year, upon reasonable advance written notice to Client, audit Client's use of the licensed Materials, at Client's facilities and during Client's regular business hours, to verify Client's compliance with the terms of this Agreement.

10.8. Trademarks. Neither Party shall obtain or acquire any rights in or to trademarks or service marks of the other, except that, either Party may display the logo of the other on its web page subject to removal upon request.

10.9. Notices. All notices required to be sent under this Agreement shall be in writing and sent by registered mail, return receipt request or by hand delivery. Notice shall be deemed to have been given the earlier of the date of actual receipt or three (3) days after the date of mailing if sent by registered or. Unless changed upon proper notice, notices to Client shall be sent to the address first set forth above. Notices to MNS shall be sent, Attention: Chief Financial Officer (with a copy to Legal) to the address first set forth above.



10.10. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

10.11. Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

10.12. Captions. Captions are included in this Agreement only for convenience of the parties and not for purposes of interpretation of this Agreement.

10.13. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, not to be unreasonably withheld. Any attempt to assign this Agreement without the other party's written consent will be void. Notwithstanding the foregoing, either party may assign this Agreement without consent to any parent, subsidiary, or affiliate of such party, or to the surviving entity resulting from any merger, acquisition, or consolidation involving such party so long as the assignee agrees in writing to be bound by the terms of this Agreement, the assigning party agrees to remain bound to the Confidentiality and Proprietary Rights provisions of this Agreement, and the assigning party provides notice of such assignment to the other party. Notwithstanding the foregoing,



in no event may Client assign this Agreement to a Direct Competitor of MNS and any such attempted assignment will be void. MNS may delegate any of its rights or responsibilities hereunder to any parent, subsidiary or affiliate of MNS.

10.14. Entire Agreement; Amendment. This Agreement sets forth the complete agreement between the parties with regard to the subject matter of this Agreement and supersedes all previous and contemporaneous agreements, discussions, understandings and representations, whether written or oral. This Agreement may not be modified, supplemented, or amended except in writing signed by an authorized representative of each party. It is expressly agreed that all terms and conditions on purchase order documents issued by Client pursuant to this Agreement shall be null and void.

10.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Facsimile or photocopied signatures on such counterparts shall be deemed the same as original signatures.


10.16. Survival. In addition to any accrued but unpaid payment obligations existing at the time of expiration or termination of this Agreement, the following sections and provisions shall survive expiration or termination of this Agreement: Sections 4.3 - 4.10, 5, 6, 7, 9.5, 9.6 and 10.





IN WITNESS WHEREOF, MNS and Client have executed this Agreement effective as of the date and year first written above.

Company: MNS Software development. Vigor Team (DEVELOPER) MANSOOR GABALI By:

Representing Client ELHAMUDDIN ANDARABI as a customer and, RAGHAD AL HADDAD as a user for the Vigor app.

Student-Developer number: (220513701) SIGNUTERE: ()

Student-User number-: (220513784) SIGNUTERE: ()

Student-Customer number: (220513645) SIGNUTERE: ()