This Software Development Agreement for TicketBDF System is made and effective April 29, 2019, by and between NSANZABEGA Olivier Developer and RUCYAHANA Dieudone Customer.

1. **Definitions**

1.1. "Confidential Information" shall mean all material and information supplied by Customer that has or will come into Developer's possession or knowledge of Developer in connection with its performance hereunder. Confidential information does not include information that:

(a) is or becomes public knowledge through no fault of Developer;

(b) Developer knew before Customer disclosed it;

(c) Developer obtains from sources other than Customer who owe no duty of confidentiality to Customer; or

(d) Developer independently develops.

1.2. "Deliverables" shall mean a listing of all items to be delivered to Customer under this Agreement.

1.3. "Derivative Work as an adaption shall mean a work that is substantially based on any preexisting works, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement under the Government of Rwanda Copyright Act.

"Derivative Work" as an extension shall mean a work that is substantially based on any preexisting works...

1.4. "Open Source License Agreement" means the terms under which Software is licensed in source code form to the general public for use without charge, including without limitation any license agreement that

(a) conditions the use or distribution of any Software program that incorporates such Software on the disclosure, licensing or distribution of the source code of such program including such Software and

(b) otherwise materially limits a licensee's freedom of action with regard to seeking compensation in connection with licensing or distributing such program or Software in object code form, including without limitation the General Public License or the Lesser General Public License.

1.5. "Open Source Software" means Software licensed pursuant to the terms of an Open Source License Agreement.

1.6. "Schedule" shall mean the delivery dates for each Deliverable.

1.7. "Specifications" shall mean the specifications for the Software as directed by Customer, together with any modifications that may be agreed to in writing by the parties during the term of this Agreement.

2. **Duties and Responsibilities**

2.1. **Specifications.** Customer shall define the Specifications, Deliverables, and Schedules with input from Developer.

2.2. **Development.** Developer shall design, develop, and implement the Software in accordance with the Specifications, Deliverables and Schedule.

2.3. **Training.**

(a) **Training Scope.** Developer shall provide Customer with 2 hours of training OR such training as may reasonably be requested by Customer on the use of the Software.

(b) **Training Dates and Locations.** The training will be conducted on such dates and locations as the parties may agree.

2.4.**Maintenance.** Developer shall perform remedial and preventive maintenance for the Software after its acceptance so that the Software continues to perform in accordance with the technical design. Customer and Developer shall negotiate the terms and price of such maintenance services,

3. **Delivery and Acceptance**

3.1. **Acceptance Period.** Customer will have Five business days following the date of delivery OR installation to assess and test the Software.

3.2. **Completion.** If Developer[, in the sole opinion of Customer,] delivers the Software in accordance with the Specifications, Deliverables, or Schedule, then Developer shall be deemed to have completed its delivery obligations.

4. **Changes**

4.1. **Change Orders.** Customer may request changes to the Specifications, Deliverables, or Schedules.

4.2. **Additional Time or Expense.** If the proposed change will, in the reasonable opinion of Developer, require a delay in delivery of the Software or would result in additional expense, then:

(a) Customer and Developer shall confer; and

(b) Customer may elect to either:

(i) withdraw its proposed change, or

(ii) require Developer to deliver the Software with the proposed change, subject to the delay and/or additional expense.

If Developer cannot or chooses not to accept the change order, then Customer may elect to terminate the agreement.

5. **Payment.**

5.1. **Development Costs.** Customer shall pay Developer:

(a) Rwf 300,000 down payment; and

(b) Rwf 1,000,000 upon delivery in accordance with the Specification OR acceptance.

5.2. **Expenses.** Subject to Customer's prior approval, Customer will reimburse Developer for all reasonable expenses incurred by Developer during the development of the Software.

5.3. **Training Costs.** The training shall be provided at the rate of Rwf 50,000 per hour.

6.**Ownership of Software.** Developer agrees that the development of the Software is "work for hire" within the meaning of the Copyright Act of 2019, as amended from time to time, and that the Software shall be the sole property of Customer. Developer assigns to Customer its entire right, title and interest in anything created or developed by Developer for Customer under this Agreement TicketBDF including all patents, copyrights, trade secrets and other proprietary rights. This assignment is conditioned upon full payment of the compensation due Developer under this Agreement.

7. **Term.** This Agreement shall commence upon May 1st, 2019 and continue until all of the obligations of the parties have been performed or until earlier terminated as provided herein.

8. **Representations**

8.1. **No Infringement.** Developer represents and warrants that the Software will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person.

8.2. **No Third Party Property.** Developer represents and warrants that it will not use any trade secrets or confidential or proprietary information owned by any third party in developing the Software.

8.3. **No Obligation.** Developer represents and warrants that neither Developer nor any other company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under this Agreement to any third party.

8.4. **No Open Source.** Developer warrants that the Software does not contain any Open Source Software.

9. **Warranties**

9.1. **Performance.** Developer warrants that for a period of 356 days the Software will operate substantially according to the Specifications.

9.2. **Repair or Replace.** Developer will repair or replace the System during such 30 days as soon as possible after Customer informs Developer of any breach of this warranty.

9.3. **Exclusions.** This warranty excludes any claims based on defects in the Software caused by Customer, other parties beyond the control of Developer, or the hardware.

9.4. **No Other Warranties.** There are no express or implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, respecting this Agreement, the Software or Services.

10. **Acknowledgement-Relationship of the Parties**

10.1. **Independent Contractor.** Developer is an independent contractor and is not an employee or agent of Customer.

10.2. **No Partnership.** Nothing in this Agreement creates a partnership or joint venture between the parties.

11. **Escrow of Source Code**

11.1. **Delivery of Object Code.** Customer agrees that the Software developed under this Agreement shall be delivered to Customer in object code form only.

11.2. **Escrow of Source Code.** Developer agrees that one copy of the source code version of the Software and associated documentation shall be deposited with an escrow agent specializing in software escrows to be mutually agreed upon in writing by Developer and Customer after good faith negotiation.

11.3. **Delivery and Update of Source Code.** The source code shall be delivered to the escrow agent within 356 days after delivery of the object code to Customer. Thereafter, the source code version of all updates, enhancements and modifications of the Software created by Developer on Customer's behalf, as well as associated documentation, shall be deposited by Developer with the escrow agent. Customer shall pay all fees necessary to establish and maintain the escrow.

11.4. **Contingent License.** Developer hereby grants to Customer a contingent license to receive the source code from the escrow agent and to use the source code to support its use of the Software in machine-readable form if one or more of the following conditions occurs:

(a) Developer, whether directly or through a successor or affiliate, ceases to be in the software business.

(b) Developer fails to fulfill its obligations to maintain the Software as provided in this Agreement.

(c) Developer becomes insolvent or admits insolvency or a general inability to pay its debts as they become due.

(d) Developer files a petition for protection under the Government of Rwanda Code, or an involuntary petition is filed against it and is not dismissed within 60 days.

(e) Developer comes under the control of a competitor of Customer.

12. **Confidentiality.** During the term of this Agreement and for [RESTRICTED PERIOD] afterward, Developer [will keep the Confidential Information confidential OR will use reasonable care to prevent the unauthorized use or dissemination of the Confidential Information].

13. **Indemnification.** If any third party brings a lawsuit or proceeding against Customer based upon a claim that the Software breaches the third party's patent, copyright or trade secrets rights, and it is determined that such infringement has occurred, then Developer shall hold Customer harmless against any loss, damage, expense or cost, including reasonable attorney fees, arising from the claim.

14. **Limitation of Liability.** Neither party shall be liable for any special, indirect, incidental or consequential damages (including damages for loss of business, profits or any other loss) incurred or suffered in connection with the Software.

15. **Term and Termination.**

15.1. **Termination for Cause.** This Agreement may be terminated by either party upon written notice to the other, if:

(a) the other party breaches any material obligation; and

(b) the breaching party fails to cure such breach within 30 days of receipt of the notice.

15.2. **Effect of Termination**

(a) **Payment of Outstanding Fees.** Customer shall pay Developer for all services rendered and work performed up to the date of termination[, subject to Customer's right to pay only fair value if Customer terminates for cause].

(b) **Return or Destruction.** Within [PERIOD FOR RETURN OR DESTRUCTION] after the termination or expiration of this Agreement, Developer shall return, or at the option of Customer, Developer shall destroy all copies of Confidential Information and shall deliver written certification by an officer of Customer that Customer has complied with these requirements.

16. **General Provisions.**

16.1. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the

American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

16.2. **Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery.

If to Developer:

NSANZABEGA Olivier

Assistant lecturer at Kigali Independent University, ULK

Kigali Rwanda KG 528 St

If to Customer:

RUCYAHANA Dieudonne

System Administrator at BDF

M. Peace Plaza 5th Floor, KN 4 Ave Central Town

16.3. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all understandings and agreements whether written or oral.

16.4. **Amendment.** No amendment or modification of this Agreement is valid unless in writing, signed by the parties.

16.5. **Governing Law.** This Agreement is governed by the laws of N° 31/2009 of 26/10/2009 on the protection of intellectual property, without regard to any conflict of law principles.

16.6. **Force Majeure.** Except with regard to payment obligations, either party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the party.

16.7. **No Waiver.** The waiver or failure of either party to exercise any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

16.8. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement will remain in full force and effect.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Customer: RUCYAHANA Dieudonne

Date: April 27, 2019

Developer: NSANZABEGA OLIVIER

Date: April 27, 2019