

SOFTWARE PURCHASE CONTRACT

Dental Clinic Management System

This Software Purchase Contract ("Agreement") is entered into on 19 April 2025, by and between:

SELLER: SEAVPEAV PECH, with a principal place of business at Phnom Penh, Cambodia ("Seller"), and

BUYER: IBRACE DENTAL CLINIC, with a principal place of business at Phnom Penh, Cambodia ("Buyer").

WHEREAS, Seller has developed a Dental Clinic Management System ("Software"), and Buyer wishes to purchase the Software under the terms set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Sale of Software

Seller agrees to sell, and Buyer agrees to purchase, the source code of the Software for a one-time payment of 699.00 USD ("Purchase Price"). The Software is provided as a non-exclusive, non-transferable license to use, modify, and deploy the Software solely for Buyer's dental clinic operations.

2. Payment Terms

Buyer shall pay the Purchase Price in full within 30 days of signing this Agreement via bank transfer. Payment shall be made to Seller's designated account: 500 263 659 (ABA Bank). No license shall be granted until full payment is received.

3. Delivery of Software

Upon receipt of the Purchase Price, Seller shall deliver the Software's source code to Buyer via USB drive within 5 business days. Buyer is responsible for verifying the integrity of the delivered files.

4. Ownership and Responsibilities

Upon delivery, Buyer owns the source code and assumes full responsibility for all costs associated with the Software, including but not limited to hosting fees, domain name registration fees, server maintenance fees, and any operational expenses. Seller shall not be liable for any such costs or for ongoing maintenance of the Software.

5. No Support or Updates

This Agreement does not include technical support, updates, or maintenance services from Seller unless explicitly agreed upon in a separate written contract. Any modifications or enhancements to the Software are the sole responsibility of Buyer.

6. Restrictions

Buyer shall not resell, redistribute, sublicense, or share the Software or its source code with any third party without prior written consent from Seller. Any unauthorized distribution shall constitute a material breach of this Agreement.

7. Warranty Disclaimer

The Software is provided "as is" without any warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. Seller does not guarantee that the Software will meet Buyer's requirements or operate without errors.

8. Limitation of Liability

Seller shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from the use or inability to use the Software, even if Seller has been advised of the possibility of such damages. In no event shall Seller's total liability exceed the Purchase Price paid by Buyer.

9. Termination

This Agreement may be terminated by either party upon written notice if the other party materially breaches any term and fails to cure such breach within 30 days. Upon termination, Buyer shall cease using the Software and destroy all copies of the source code in its possession, unless the termination is due to Seller's failure to deliver the Software.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Kingdom of Cambodia, without regard to its conflict of law principles. Any disputes arising under this Agreement shall be resolved in the courts of Cambodia.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter. Any amendments must be in writing and signed by both parties.

12. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Notices

All notices under this Agreement shall be in writing and delivered to the addresses listed above via email with confirmation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER: SEAVPEAV PECH

By: _____

Name: SEAVPEAV PECH

Title: Owner

Date: 19 April 2025

BUYER: IBRACE DENTAL CLINIC

By: _____

Name: [Buyer's Name]

Title: Owner

Date: 19 April 2025