

### SOFTWARE DEVELOPMENT AND LICENSE AGREEMENT

THIS SOFTWARE DEVELOPMENT AGREEMENT (the "Agreement") is made as of the 15<sup>nd</sup> day of March 2018 by and between JNGTravelpro, SH#01, Galaxy Residence, Phnom Penh, and Top Indonesia Holidays, Tuban Plaza 42 2nd Floor, Jalan Bypass Ngurah Rai, Tuban, Kuta 80361 Bali, Indonesia.

WHEREAS, JNGTRAVELPRO is designing and developing a travel database, Travel Management System providing access to Web-Base booking system, travel information and computer reservation systems necessary to create all service vouchers, reports. JNGTravelpro will provide the system's open source as of 15 March 2018, however, we will thrive to improve user's interface of such results to provide you with a clear overview and better arranged options.

WHEREAS, Top Indonesia Holidays has agreed to purchase Travel Management System.

1. Development of the TMS and its Modules, Training; and Support.
  - i) JNGTravelpro will provide complete TMS & Its modules to Top Indonesia Holidays
  - ii) Training and Support services
2. Hosted Domain/Sup-domain is required to operate this TMS.
  - i) Top Indonesia Holidays is responsible to provide either Hosted Domain or Sub-domain with PHP supports of 6.0 or later version
  - ii) SSL (Secure Sockets Layer) is required purchase to secure your data and its operating system on your hosting server. (which is: **HTTPS:**)
3. Implementation:
  - i) Top Indonesia Holidays agrees to put its efforts to complete data entry to the system whereas JNGTravelpro will assist its service.
  - ii) Top Indonesia Holidays is required to complete its implementation within 4 weeks from its agreed date.
4. Technical Supports and User Supports (Through VOIP)
  - i) During Implementation of 60 days period, JNGTravelpro will provide its technical supports and adjust any formats that required by Top Indonesia Holidays.
  - ii) During implementation, JNGTravelpro will provide user training with the best communication method.
5. Validity & Its Maintenance.
  - i) Travel Management System and its modules are sold to Top Indonesia Holidays for its own purpose of Travel Business and valid for life time.
  - ii) JNGTravelpro will update its coding and modules time to time for better services.
  - iii) Subsequent Maintenance, Training and Support. For a period of 60 days after the Delivery Date, JNGTravelpro shall provide, without charge other than payment of expenses, support and training services as reasonably required by Global for the implementation of the TMS.
  - iv) JNGTravelpro shall not be obligated under this Agreement to provide any other support or assistance to any of unauthorized users.
6. Payment, Delivery & Testing
  - i) As of confirmation by this agreement, please return a signed copy with 50% deposit either cash or transfer stated below.
  - ii) JNGTravelpro will customizing your branding into the system and allows you to test the system.

- iii) Once implementation is completed, JNGTravelpro will deliver TMS source code to your hosting channel and assist for configuration.
7. Programming techniques employed therein.
- i) The JNGTravelpro Modules, the System Enhancements, and its Property shall belong exclusively to JNGTravel Pro, with Top Indonesia Holidays having the right to obtain and to hold in its own name patent registrations, copyright registrations, or such other protections as may be appointed to the subject matter and any extensions or renewals thereof. JNGTravelpro agrees to give Topindo reasonable assistance, at Top Indonesia Holidays' sole cost and expense, required to perfect and protect the rights.
  - ii) Confidentiality. JNGTravelpro and TopIndo acknowledge that in the course of performing their responsibilities under this Agreement, they each may be exposed to or acquire information that is proprietary to or confidential to the other. Both agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purposes whatsoever, without the express written permission of the other party, other than for the performance of their respective obligations hereunder, and to advise each of their employees, agents and representatives of their obligations to keep such information confidential. All such confidential and proprietary information, data, code, finances, business plans and computer software are hereinafter collectively referred to as "Confidential Information."
  - iii) Both parties shall use their reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, both parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and will reasonably cooperate in seeking injunctive relief against any such person.

The parties hereto, by their duly authorized agents, have set their hands hereto on the date first set forth above.

JNGTRAVELPRO

By: \_\_\_\_\_  
Win Zaw  
Director

By: Top Indonesia Holidays

By: \_\_\_\_\_  
Sugeng Suprianto  
Managing Director