



ALERO

Design | Build | Manage

SERVICE AGREEMENT

CLIENT NAME

Wendy Akinyi

SERVICE PROVIDER

Alero Group



Digital Product Development & User Experience
Consultants

This Confidentiality Agreement ("Agreement") is made and effective the 15th December 2020:

BETWEEN: Alero Group (the "Alero"), a corporation organized and existing under the laws of the The Republic of Kenya, with its head office located at :

Zing Gardens Building 3rd Floor,
VOK - Bombolulu,
Mombasa, Kenya.

AND: Wendy Akinyi (the Ms Akinyi), a client located at :

Kahawa Sukari estate,
Taveta road 1st Avenue,
House number 120.

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

WHEREAS, Ms Akinyi desires to engage Alero to develop, create, test, and deliver a Website to be known as "Luzolo" as a work made for hire and to house the Website on Alero's Web Server and make the Website available for browsing on the Internet; and

WHEREAS, Alero is interested in undertaking such work; and

WHEREAS, Ms Akinyi and Alero mutually desire to set forth the terms applicable to such work;

NOW, THEREFORE, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, Ms Akinyi and Alero, intending to be legally bound, hereby agree as follows:

1. Developer Responsibilities

- Scope of Work

Ms Akinyi hereby retains the services of Alero to design, develop and host a Website and Intranet (collectively the "Website") for Ms Akinyi in accordance with the invoice submitted by Alero to Ms Akinyi dated 25th November 2020 (the "Invoice").

- Changes

Changes to this Agreement or to any of the specifications of the Website or Intranet in any of the specifications thereof shall become effective only when a written change request is executed by the Director of Ms Akinyi and Alero. Alero agrees to notify Ms Akinyi promptly of any factor, occurrence, or event coming to its attention that may affect Alero's ability to meet the requirements of this Agreement, or that is likely to occasion any material delay in the Schedule.

- Demonstration

Alero agrees to exhibit and demonstrate the Website. Ms Akinyi shall provide Alero with appropriate space for such demonstration. Alero shall provide all necessary computers and personnel to effect such demonstration.

2. Website Design

- Design

The design of Ms Akinyi's Website shall be in substantial conformity with the material provided to Alero by Ms Akinyi. Alero shall develop Ms Akinyi's Website to project the highest professional image. Alero shall not include any of the following in the Website or in Ms Akinyi's directory on Alero's Web Server: text, graphics, sound, or animations that might be viewed as offensive or related in any way to any illegal activities; links to other sites that might be viewed as offensive or related in any illegal activities; impressionistic or cartoon-like graphics (unless provided by Ms Akinyi); invisible text, text that is present only when a "web crawler" or other web indexing tool accesses the Website, or any other type of hidden text, hidden information, hidden graphics, or other hidden materials; or destructive elements or destructive programming of any type.

- Materials Provided by Ms Akinyi

All materials to be supplied by Ms Akinyi may be provided on google drive link, WhatsApp or Zip file via email. Files will be provided in standard word processing Text format or, if images, as PNG's, JPEG or Photoshop files.

- Specifications for Home Page

Ms Akinyi's Website will consist of a Home Page (the "first" page for the Website) that can be reached by typing one of the following Uniform Resource Locators ("URLs") into a Web Browser. Alero will use its best efforts to register the "luzolo.co.ke" domain name for the benefit of Ms Akinyi (or such other name as may be registrable and acceptable to Ms Akinyi) and will assign all rights thereto to Ms Akinyi. Ms Akinyi agrees to pay all registration fees associated with such registration.

- Accessibility Of Website During Construction

Throughout the construction of the prototype and the final Website, the Website shall be accessible to Ms Akinyi. Until Ms Akinyi has approved the final Website, none of the Web Pages for Ms Akinyi's Website will be accessible to end users. The only condition the Website may be available during construction, to the end users is when the website is in Staging or Testing.

- Project Planning Meetings

After both parties have signed this Agreement, the parties shall meet at Ms Akinyi or a mutually convenient location and at a mutually convenient date and time to discuss project planning. The parties shall endeavor to hold this meeting within one week after both parties have signed this Agreement.

- Submission To Index Sites

At the time that Alero conducts the first “walk through” of Ms Akinyi’s final Website, Alero will register Ms Akinyi’s URL with the following search engines: Google and Web Crawler. Alero will supply a list of other sites (up to 5 sites) with which Ms Akinyi may also choose to register.

- Delivery of Deliverables

Upon Ms Akinyi’s approval of its final Website, or upon termination of this Agreement, whichever occurs earlier, Alero shall deliver to Ms Akinyi all reports and other materials developed by Alero in the course of its performance under this Agreement and any other items reasonably necessary for the operation of Ms Akinyi’s Website. Documentation shall be delivered in printed format and/or in electronic format. The transfer of electronic materials shall be accomplished by copying them to flash disks or a zip file. Files will be provided in HTML format, standard word processing Text format or, if images, as PNG’s, JPEG’s or SVG files. Alero shall maintain its back-ups and one set of the final materials provided to Ms Akinyi, after Ms Akinyi’s approval of its final Website. If this Agreement is terminated prior to final approval, Alero will destroy all of its copies of Ms Akinyi’s Website (including all back-ups thereof) and “wipe” all files constituting final or working copies of Ms Akinyi’s Website (other than the final copy hosted on Alero’s Web Server and one backup copy thereof) from Alero’s computers and back-up materials unless otherwise directed in writing by Ms Akinyi.

3. Website Hosting

- Server Hosting

Alero agrees, at Ms Akinyi’s option, to maintain Ms Akinyi’s Website on Alero’s Web Server on a month to month basis, and to make maintenance modifications to Ms Akinyi’s Website from time to time in accordance with Ms Akinyi’s directions. Such modifications shall be implemented within five (5) business days of Alero’s receipt of Ms Akinyi’s changes if the changes are easily implemented, and within ten (10) business days of Alero’s receipt of Ms Akinyi’s changes if the changes are not easily implemented. As part of this service, Alero agrees to make Ms Akinyi’s Website available to Internet users approximately 24 hours per day, to back-up Ms Akinyi’s Website at least once every two weeks, and to store said

back-up materials in a safe and secure environment, fit for the back-up media, and not located at the same location as Alero's Web Server. Also as part of this service, Alero agrees to use its best efforts to ensure reasonable response times for users accessing Ms Akinyi's Website.

- Back-Up Copies

Upon notice from Ms Akinyi not more often than once each month, and also in the event of Ms Akinyi's termination of its use of Alero's Web Server as the host for Ms Akinyi's Website, Alero agrees to transfer a complete copy of Ms Akinyi's then-current Website, including all Code therefore, to Ms Akinyi, said transfer to occur by either copying them to Github or Google Drive. Files will be provided in HTML format, standard word processing Text format or, if images, as PNG's, JPEG's or SVG files. The transfer method will be selected by Ms Akinyi in its discretion no later than 24 hours before the time the transfer is to take place. In the event such transfer results from Ms Akinyi's termination of its use of Alero's Web Server as the host for Ms Akinyi's Website, Alero shall maintain one complete electronic version of Ms Akinyi's Website, including all Code therefore (and shall "wipe" all other versions thereof off of its computers and media, including back-up copies), until Ms Akinyi informs Alero in writing that the transferred files appear to be complete, at which time Alero shall "wipe" its final copy of Ms Akinyi's Website off of its computers and media.

- Transaction Logging

During the time that Ms Akinyi's Website is located on Alero's Web Server, Alero will make available on a monthly basis and free of charge an analysis of Ms Akinyi Website traffic, including source IP address, most commonly viewed pages and any other such data reasonably requested by Ms Akinyi. Alero shall set aside a portion of its server, such portion only accessible by designated Ms Akinyi staff or members, in which such analysis resides. The analysis may be viewed or printed out by Ms Akinyi at its option.

4. Compensation

- Price for Branding & Packaging design

The total price for the Branding & Packaging design shall be SEVEN THOUSAND, NINE HUNDRED AND EIGHTY KENYAN SHILLINGS (7,980.00 KSH) (the "Branding & Packaging Fee"). This price covers all work of whatever nature on Ms Akinyi's visual brand and packaging design. When both parties have signed this AGREEMENT, Ms Akinyi will forward to Alero SEVEN THOUSAND, NINE HUNDRED AND EIGHTY KENYAN SHILLINGS (7,980.00 KSH).

- Price for Website Creation

The total price for all of the work set forth in the Agreement (excluding the Server Hosting and excluding post-approval modifications not implemented by Ms Akinyi) shall be THIRTY

FOUR THOUSAND, NINE HUNDRED AND NINETY EIGHT KENYAN SHILLINGS (34,998.00 KSH) (the “Development Fee”). This price covers all work of whatever nature on Ms Akinyi’s Website contemplated in this Agreement (excluding Server Hosting and post-approval modifications not implemented by Ms Akinyi). When both parties have signed this AGREEMENT, Ms Akinyi will forward to Alero SEVENTEEN THOUSAND, FOUR HUNDRED AND NINETY NINE KENYAN SHILLINGS (17,499.00 KSH) and an additional SEVENTEEN THOUSAND, FOUR HUNDRED AND NINETY NINE KENYAN SHILLINGS (17,499.00 KSH) when the Website is operational in a form reasonably acceptable to Ms Akinyi.

- Price for Website Hosting

The price for the Server Hosting shall be FOUR HUNDRED AND FIFTY KENYAN SHILLINGS (450.00 KSH) per month (the “Hosting Fee”). The cost of Server Hosting shall not increase for a period of one year from the date of Ms Akinyi’s acceptance of its final Website. The Hosting Fee shall commence on the date the final Website is fully operational and accepted by Ms Akinyi and future Hosting Fees shall be due and payable on subsequent monthly or annually of the operational date.

- Invoicing

Thereafter, Alero shall invoice Ms Akinyi for the amount of work done. All payments are due fifteen (15) days after receipt of a properly payable invoice. If there is a dispute with regard to whether work was actually completed or whether an invoice is properly payable, the amount of the invoice in dispute shall not be due until the dispute is resolved.

5. Confidentiality

- Confidentiality

Alero shall treat this project as confidential. After Ms Akinyi has approved its final Website, however, Alero may list Ms Akinyi as a client of Alero and may include a link to Ms Akinyi’s Website on Alero’s Website. Alero may not issue any press release that refers to Alero’s work for Ms Akinyi unless Ms Akinyi has previously approved the press release in writing, which approval may be withheld for any reason or for no reason at all.

- No Confidential Information of Alero

It is understood and agreed that Ms Akinyi does not wish to receive from Alero any confidential information of Alero or of any third party. Alero represents and warrants that any information provided to Ms Akinyi in the course of entering into this Agreement or performing any work hereunder shall not be confidential or proprietary to Alero.

- Confidential Information of Ms Akinyi

From time to time Ms Akinyi may provide its own confidential business and technical information to Alero in connection with the work to be performed by Alero hereunder. Such information shall be designated as confidential upon or prior to disclosure by Ms Akinyi. In addition, the preparation and specifications of the Deliverables shall in all instances be treated as confidential, unless and until disclosed publicly by Ms Akinyi. Alero shall use its best efforts to prohibit any use or disclosure of Ms Akinyi's confidential information, except as necessary to perform work hereunder.

6. Ownership and Rights

- Ownership of Product by Ms Akinyi

Except as set forth below, all elements of all Deliverables shall be exclusively owned by Ms Akinyi and shall be considered works made for hire by Alero for Ms Akinyi. Except as set forth below, Ms Akinyi shall exclusively own all copyrights and all other intellectual property rights in the Deliverables. It is understood and agreed that additional materials added to the Website in the future by Alero may belong exclusively to Alero however, the parties agree that the ownership of any such future materials will be mutually agreed to by the parties.

- Vesting of Rights

From time to time upon Ms Akinyi's request, Alero and/or its personnel shall confirm Such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as Ms Akinyi may request. The Ms Akinyi, its successors and assigns, shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for the Deliverables and any portion(s) thereof

- Indemnification/No Infringement

In performing services under this Agreement, Alero agrees not to design, develop, or provide to Ms Akinyi any items that infringe one or more patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy or other rights of any person or entity. If Alero becomes aware of any such possible infringement in the course of performing any work hereunder, Alero shall immediately notify Ms Akinyi in writing. Alero agrees to indemnify, defend, and hold Ms Akinyi, its officers, directors, members, employees, representatives, agents, and the like harmless for any such alleged or actual infringement and for any liability, debt, or other obligation arising out of or as a result of or relating to (a) the Agreement, (b) the performance of the Agreement, or (c) the Deliverables. This indemnification shall include attorneys' fees and expenses, unless Alero defends against the allegations using counsel reasonably acceptable to Ms Akinyi. Alero's total liability under

this Agreement shall not exceed the amount of revenue derived by Alero under this Agreement.

7. Term and Termination

- Term of Agreement

This Agreement shall be effective as of the Effective Date and shall remain in force for a period of 15 years, unless otherwise terminated or renewed - as provided herein.

- Termination of Work

Ms Akinyi may, at its sole option, terminate any or all work outstanding, or any portion thereof, immediately upon written notice. Upon receipt of notice of such termination, Alero shall inform Ms Akinyi of the extent to which performance has been completed through such date, and collect and deliver to Ms Akinyi whatever work product and Deliverables then exist in a manner prescribed by Ms Akinyi. Alero shall be paid for all work performed through the date of receipt of notice of termination as specified herein.

Alero may not terminate any work under this Agreement without the prior written consent of Ms Akinyi.

- Survival

In the event of any termination of this Agreement, all obligations and responsibilities of Alero shall survive and continue in effect and shall insure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns. The termination of any provision of this Agreement shall not excuse a prior breach of that provision.

- Termination for Cause

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of a breach of a material provision of this Agreement by the other party, provided that, during the thirty (30) days period, the breaching party fails to cure such breach.

8. Notices

If one party is required or permitted to give notice to the other under this Agreement, such notice shall be deemed given, when transmitted by email.

9. Time of the Essence



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Time is of the essence to the performance of the parties' obligations under this Agreement.

10. Agreement Binding on Successors

This Agreement shall be binding upon and shall insure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

11. Waiver

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

12. Severability

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

13. Assignability

The Agreement is personal to Alero and may not be assigned by any act of Alero or by operation of law unless in connection with a transfer of substantially all the assets of Alero or with the consent of Ms Akinyi, whose consent shall not be unreasonably withheld.

14. Integration

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict therewith.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Stephanie Kirathe

Wendy Akinyi



Alero

Digital Product Development & User Experience
Consultants

Title: Managing Director Alero Group

Title: _____

Date:

Date: