

August 11, 2016

South Nyanza Sugar Company Limited

P.O. Box 107- 40405

SARE – Awendo

Kenya, East Africa

Sub: Offer for AMC for Agriculture Management System and Other Software

Dear Sirs,

This is to inform you that the **AMC / Warranty** for your following computer application software is expiring (or already expired) on August 31, 2016 (Date):-

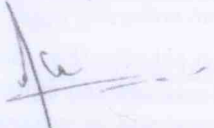
<u>S. No.</u>	<u>Application Software Module</u>
1	Agriculture Management System
2	Smart Weighment System with VIS at the Factory (Three Weighbridges weighing Sugarcane)
3	HHT based Data Acquisition System
4	Farmer Website Portal
5	Laboratory Analysis & Quality Management

We are pleased to offer the AMC for above application software for the next two year as per the details enclosed.

In order to continue availing of our services, you are requested to **accept, sign, and send** us the enclosed AMC contract. Receipt of payment against this AMC will be considered as acceptance of enclosed contract terms by the customer.

Thanking you and assuring you of our desire to be of service to you.

for **Amity Software, Inc.**


Authorized Signatory

Contract for Annual Maintenance

This agreement is made between **Amity Software Inc** (a unit of AKS Software Limited) B-16 Sector 63 Noida (U.P.) 201301 India and **South Nyanza Sugar Company Limited, SARE, Awendo, Kenya** for the Annual Maintenance of their application software specified in Annexure I, based on the following terms and conditions.

1. Scope of work

The scope of work under this agreement will include following activities pertaining to Application Software as listed in Annexure I:

- A. Removal of any bugs in the computer programs.
- B. Preservation of Source Programs and Database structure pertaining to this software. However, data back-up is not included in this scope.
- C. Guidance and advice on operations of the said Application Software programs.
- D. Modifications in existing programs as per customer's revised needs. Revisions, which do not require changes in the Database structure, are covered under this AMC. On the other hand, revisions, which require changes in the Database structure, are beyond the scope of this AMC.
- E. This agreement covers only the ELECTRONIC SUPPORT i.e. support via e-mail, fax, or phone. Personal visits are not included in this support and are chargeable extra as per para 5 below.

This contract will be applicable only for the application software modules as listed and installed at location as specified in annexure I of this agreement.

2. Prices

Prices as specified in annexure I, are applicable against this contract.

3. Contract Period

This contract shall be for a period of two years effective 1st September 2016 to 31st August 2018. Parties may however extend the same on such terms as shall be mutually agreed upon.

4. Payment

The total value of this contract is \$98,300 per year as detailed in Annexure I. AMITY shall prepare and send the invoices on quarterly basis for the quarter for payment. These shall be made through international Electronic Wire Transfer to Amity's bank account or LC, as per following details:-

Name of The Bank	Deutsche Bank INDIA
Branch Address	Som Dutt Tower 3 rd Floor, K-2 Sector 18 Noida 201301 India
IFSC Code	DEUT0278PBC
SWIFT Code	DEUTINBBPBC
Name of Beneficiary	Amity Software Inc
Beneficiary Account No	040 019 488 850 028

5. Modus Operandi

Our service charges in the Costs section above are for electronic and Telephone support only. For this, customer shall send its requirements to AMITY in writing and AMITY will send the revised programs and instructions through electronic media viz. E-mail, Fax, Computer media etc. The modified programs will be implemented directly by IT department of customer.

All support will be provided from New Delhi, India office of AMITY and the respective contact details of the project team shall be provided after signing the contract.

6. Additional Work / Site Visits

In case customer requires additional software or support work to be done e.g. additional reports, additional modules, or on-site support, the same can be done by Amity against payment @ US\$ 500 per man-day plus all travel expenses for that work / site-visit @ US\$ 1,500 per trip.

For off-site work, Amity will estimate man-days required and inform the customer in advance, in writing. A proforma invoice will be sent to customer for this work. The actual work will be carried out only after a written approval and payment against the same is received from the customer. The man-days estimated will be FIRM and FINAL. The customer will pay for only that many man-days, which were estimated by Amity and approved by him. Service Charges for off-site support are payable in advance against proforma invoices sent by Amity along with estimated man-days.

For on-site work, an estimate of man-days will be sent to customer in advance and the visit will be made only after Amity receives customer's approval for that visit. These visits will be chargeable @ US\$ 500 per man-day for the ACTUAL number of "Days spent at customer site" PLUS "Travel days". Service Charges for on-site support are payable against invoices raised by Amity as and when these services are availed.

Travelling Expenses on Site Visits: For the site visits, all expenses in travelling will have to be borne or reimbursed by the customer as per the following norms:

Traveling Expenses: @ US\$ 1,500 per person, per trip.

Boarding & Lodging expenses: Air conditioned Guest House or Hotel Accommodation at the place of tour shall be provided by the customer **PLUS**

Boarding expenses fixed @ US\$ 50 per day (applicable only in case of Hotel Stay) or Free Food in your company Guest House.

Local Conveyance: Local Conveyance at place of tour will be arranged and provided (or reimbursed) by the customer for all travelling done against this contract.

7. Response Time

Issues shall be categorized and prioritized based on the complexity and level of impact on the business processes. Complex and critical issues shall be given high priority for timely resolution by the partner as below:

Priority 1 calls – resolution turnaround 1 working day

Priority 2 calls – resolution turnaround 1 – 2 working days

Priority 3 calls – resolution turnaround 2 - 3 working days

However, the actual modification in the software may take more time, which will be intimated, to customer on a case-to-case basis.

AMITY shall provide an effective helpdesk system for issue logging, tracking, reporting and management.

8. Instructions & Source Code

The customer will take care of the software source/object code, as and if provided by AMITY, and will follow such instruction on these matters and will observe specific instructions given by AMITY from time to time.

9. Unauthorized Alterations in Software and / or Tampering

The customer shall not directly through its own staff or indirectly through a third party alter, try to modify or in any way do any act which will result in update or editing of the software. In case of any such act without Amity approval, AMITY will not be responsible for any malfunctioning of the software/system.

10. Customer Responsibility

The customer shall be responsible for providing proper hardware, including computer servers, workstations, systems software, operating System, and RDBMS as prescribed by AMITY and required for operations/maintenance of your application software. Any problems due to deviation from these, is not covered under the agreement. The agreement does not cover maintenance of software programs developed by third party or customer's own staff.

11. Limitation

This agreement does not give rise to any liability or obligation to AMITY for the use or performance of the software. The successful computer operations, data accuracy, and version management of the software shall be the responsibility of the customer solely.

12. Misuse

This agreement extends only to problems arising out of normal functioning of the software and does not cover breakdowns or problems arising out of, whether partly or wholly, misbehavior of the hardware, RDBMS, Operating System, or Systems Software or arising out of any circumstances that is deemed not normal by AMITY. The agreement specifically excludes damages caused due to fire, theft, riots, accidents and other exceptional circumstances.

13. Encroachment

In no case CUSTOMER will offer employment to any Amity executives. This will be applicable for entire contract duration as well as up to one year of expiry of contract. Breach of this clause will make the customer pay damages of US\$ One Million to Amity. Similarly, Amity will not offer employment to any SNSC personnel. Breach of this clause by Amity will equally make Amity liable to pay damages of US\$ One Million to CUSTOMER.

14. Termination

On expiry of this agreement AMITY obligations under this agreement cease entirely. However, either party may on justifiable cause terminate this agreement at any time by giving the other party 30 days' notice of termination. The customer may enter into a fresh Maintenance agreement with AMITY after AMITY satisfies itself that the software is in maintainable state. If both parties do not agree, AMITY shall handover to SonySugar the information with regards to the solution that will enable Customer's business continuity.

15. Indemnity

Amity and SNSC shall indemnify and shall keep each other indemnified from and against all losses, claims, costs, demands and expenses arising hereunder, except those which a party may sustain or incur due to fraudulent acts or omission, wilful default or negligence of the other party, its employees or representatives.

16. Force Majeure

AMITY shall not be liable for failure to perform any of its obligations if such failure results from force majeure, act of God, Fire, storm, earthquake, explosion, accident., industrial dispute, labour trouble, transportation embargo, imminence, or due to existence of any state of emergency, war war-like conditions, civil commotion, riots inability to obtain any material, refusal of license or imposition of sanctions, any measures taken by government whatsoever which renders it impossible, impracticable for AMITY to perform its obligations and/or any act beyond the normal control of AMITY.

17. Jurisdiction

This Agreement shall be deemed to have been concluded in the Republic of Kenya, where it has been signed on behalf of AMITY.

18. Exclusions

The systems software, operating system, and RDBMS are excluded from the scope of this agreement.

In addition to any exclusion mentioned above, in no case anything mentioned in our earlier correspondence or transaction shall be construed to mean an increase in the scope of the work as envisaged under the section covering the scope given above. We have detailed the scope as tile raison d'etre of this contract.

19. Protection

In no case M/s. AMITY Software, Inc. will be liable to CUSTOMER for any damages including lost profits, lost savings or any other incidental or consequential damages arising out of the use or inability to use such software which is covered under maintenance through this agreement.

20. Resolution of Disputes

- i. The Parties agree that should a dispute arise with respect to this Agreement, they shall make good faith efforts to resolve the dispute on a business basis through negotiation in the first instance between their respective Chief Executives.
- ii. If the negotiations fail to resolve the dispute as above then the Parties agree to refer the matter to a sole arbitrator to be appointed by the Parties jointly and in the event of failure by parties to agree on the arbitrator, the dispute shall be handled and resolved by the Chairman for the time being of the Chartered Institute of Arbitrators, Kenya Branch. The decision of the arbitrator shall be final and binding upon the Parties to the extent permitted by the applicable law.
- iii. The dispute shall be resolved in accordance with the provisions of the Arbitration Act of 1995 or any statutory modification or re-enactment thereof for the time being in force.
- iv. Notwithstanding the above provisions of this clause, either Party is entitled to seek preliminary injunctive relief or interim measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

In confirmation of the agreement as written above, the two parties put their seal of authorization to the same as under.

In Witness whereof the duly authorized representatives of the parties hereto have set their hands on the date hereinafter

DATE: _____

Signed for and on behalf of

AMITY Software Inc. (AMITY)

Authorized Signatory:

Full Name of Signatory: RAJESH KUMAR

Signature: Rajesh Kumar

Signed for and on behalf of

South Nyanza Sugar Company Limited

Signatory 1:

Full Name of Signatory: JAMES O. OLUDU (Name of Person Signing)

Title: HEAD OF ICT

Signature: [Signature] (Please also affix Rubber Stamp / Seal)

Signatory 2 (if any):

Full Name of Signatory: [Signature] (Name of Person Signing)

Title: HEAD OF Finance

Signature: _____

(Please also affix Rubber Stamp / Seal)

Signatory 3 (if any):


Full Name of Signatory: _____

(Name of Person Signing)

Title: _____

Signature: _____

(Please also affix Rubber Stamp / Seal)

Witnessed by


(Important:- DO NOT FORGET to sign on bottom of Annexure I, as well)

ANNEXURE – I

(Integral Part of Application Software AMC Contract)

Name of the Customer: South Nyanza Sugar Company Limited, Awendo, Kenya

Location where this Application Software is installed: SARE, Awendo, Kenya

AMC Period: From September 01, 2016 (Date) To: August 31, 2018 (Date)

S No	Application Software Module Description	AMC Value Payable Per Year
1	Agriculture Management System (AMS)	\$52,000
2.	Smart Weighment System with VIS at the Factory (Three Weighbridges weighing Sugarcane)	\$19,500
3.	HHT based Data Acquisition System	\$10,000
4.	Farmer website portal	\$9,000
5.	Laboratory Analysis and Quality Management	\$7,800
	Total US\$	\$98,300
Total for above modules: US\$ Ninety Eight Thousand Three Hundred Per Year		

(Customer Signature)

(for AMITY Software, Inc.)