**SOFTWARE DEVELOPMENT AGREEMENT BETWEEN**

**SWIFT CITI**

**AND**

**ONESHA TECHNOLOGIES LTD**

**PREAMBLE**

Onesha Technologies LTD is pleased to provide Swift Citi with the following Software Development services. The intent of the agreement is to deliver a working mobile app for iOS, Android and web apps.

This agreement is designed to cater for the areas of interest that Swift Citi saw it fit to outsource to the Onesha team to deliver on the company’s development efforts for 2021 - 2022

The agreement will take effect from the date of signing of this agreement.

**BACKGROUND**

***Swift Citi***

The goal of the swift city platform is to provide users with unique items in a stress-free manner. These items can be in the form of food or personal items that are normally delivered via a delivery driver.

Customer – As a customer, I want to be able to order food, groceries or send personal items from the convenience of my home so that I can spend time on other important items.

Driver- As a driver, I want to be able to deliver goods and services with ease on my own time, so that I can earn income on my own time.

**Merchant** – As a merchant, I want to sell goods and update items as needed, so that my unique goods can get in the hands of my customers easily

*Key Contact person:*

***Onesha Technologies LTD***

Onesha builds technology solutions that enable SMEs access Africa's best creative talent. Our technology platform has been built to streamline the process of outsourcing 50+ categories in the creative industry ranging from graphic design, content production and digital media marketing. We seek to bring efficiency in defining the process of placing requests, identifying creative professionals, job allocation, payments and the project management process between supply (creatives) and demand (businesses).

*Key Contact person: Bernard Momanyi, Co-founder & CEO*

**SERVICE LEVEL AGREEMENT**

***Build Applications as follows;***

|  |  |  |
| --- | --- | --- |
| ***FOOD DELIVERY*** | **GROCERY DELIVERY** | ***MAIL DELIVERY*** |
| Customer app (iOS and Android) Driver app (iOS and Android) Grocery panel  Admin panel  Sign up  Login  Manage profile  Browse categories  Browse products  Add to cart  Checkout  Order now  Schedule orders  Promo codes  In app notifications  Real time chat  Refer a friend  Track driver  Order tracking  Order history  Railings/ reviews  Tax calculator  Menu  Multilingual  Payment Gateway  Signup  Login  Manage profile  Manage categories  Manage products  Manage promotion codes  Receive order  View earnings  Order history  In app notifications  Real time chat  Review/ rating  Tax calculator  Delivery  Take away  Import/ export items  Booking of grocery through store panel  Search by qr  Invoice  Multilingual  Payment gateway  Merchant Panel | Customer app (iOS and Android) Driver app (iOS and Android) Grocery panel  Admin panel  Sign up  Login  Manage profile  Browse categories  Browse products  Add to cart  Checkout  Order now  Schedule orders  Promo codes  In app notifications  Real time chat  Refer a friend  Track driver  Order tracking  Order history  Railings/ reviews  Tax calculator  Smart search  Wallet  QR menu  Multilingual  Payment Gateway  Signup  Login  Manage profile  Manage categories  Manage products  Manage promotion codes Receive order  View earnings  Order history  In app notifications  Real time chat  Review/ rating  Tax calculator  Delivery  Take away  Import/ export items  Invoice  Multilingual  Payment gateway  Merchant panel | Customer app (iOS and Android) Driver app (iOS and Android) Sign up  Login  Manage profile  Order now  Schedule delivery  Promo codes  In app notifications  Real time chat  Refer a friend  Track driver  Railings/ reviews  Tax calculator  Smart search  Wallet  QR menu  Multilingual  Payment Gateway  Signup  Login  Manage profile  View earnings  Delivery history  In app notifications  Real time chat  Review/ rating  Tax calculator  Delivery  Import/ export items  Search by qr  Invoice  Multilingual  Payment gateway |

**STANDARD OPERATING PROCEDURE FOR SOFTWARE DEVELOPMENT LIFETIME CYCLE**

1. We use **Bitbucket** for Repository of coding: *must use branches and naming use Jira ticket number*.
2. We use **Docker** for local client for DBs and MySQL for DB.
3. We use **Jira** for Software development managing.
4. Any raised question or issue shall be *replied by the receiver within a few hours and latest EOD*.
5. We use weekly Sprints – see Procedure time line.
6. **All** tickets must have time estimate, and be approved before going to a Sprint.
7. The developer reviews all tasks and provide time estimates for each, itemized on *Research, Development & Documentation*.
8. Only tickets in Sprint can be worked on.
9. If a new task is required during an existing Sprint, then the person doing the task shall create a ticket with time estimate and get it approved before it can be added during an existing Sprint.
10. The developer must request any resources, digital assets, clarifications before a sprint (or task) starts; we don't anticipate *"after thought"* – to avoid jeopardizing time-line.
11. The developer manages his own time *so tasks move in an even steady “load balance” flow – all tasks cannot arrive for QA the last day*, think about your colleagues.
12. Review of code/DB is done before QA (if Review was after QA, another QA would be needed).
13. Review must be done by another person than the one making the work (code etc.) to ensure fresh eyes and second view – all to catch issues and ensure higher quality.
14. *Review, QA and Deploy are done daily: Tickets arriving latest 15:00 is expedited same day and result ready next morning*, so developers benefit from “fresh in mind” and having the whole day to address issues.
15. A task is only considered completed after approved QA and documentation, and being Deployed.

**ROLES AND RESPONSIBILITIES FOR THE PARTIES INVOLVED**

***SWIFT CITI***

The main duties of the client on this project/engagement will be as follows: -

* Ensure that suitable management arrangements within the marketing department more so for the services to be offered above are made for the project to ensure smooth coordination between the Onesha team and the Swift Citi team.
* Select & appoint a competent and resourced key person of contact who may make themselves available to Onesha offices/Client’s premises/meetings to discuss the areas of interest in the SLA points above.
* Notify the Onesha team on any changes in this agreement, project engagement or any key area that the Onesha team needs to be involved in to make the services to be offered above a success.
* Ensure sufficient time and resources are allowed upon request by the Onesha team in order to fulfil the areas indicated in the SLA pointers.
* Provide full pre-execution information to the Onesha team to use on planning of activities specified in the SLA pointers more so marketing activities per quarter planned for the business.
* Ensure the necessary information, instruction and training is received by the marketing team on the basics of the services that Onesha will be offering to the team, ensure the key people in business development are in attendance for the info-sessions.
* Swift Citi team to provide any NDA document that needs to be signed by Onesha to ensure no conflict of interest for some of the clients Onesha is working with i.e., protect sharing of information with competitors, people outside this agreement and such.
* Ensure payments are done on time and on budget to smoothen the execution of services herein the agreement.
* Swift Citi team to always reach out to the Onesha key contact person for anything that needs immediate action or discussion on matters to do with working with the marketing team to achieve the services to be offered by Onesha.
* Provide access details for the tools to be used in provision of the services listed above if existing tools are being used.

***Onesha Technologies LTD***

The main duties of the service provider on this project/engagement will be as follows:-

* Ensure that suitable management arrangements within the project management of Onesha more so for the services to be offered above are made for the project to ensure smooth coordination between the Onesha team and Swift Citi team team.
* Select & appoint a competent and resourced key person of contact who may make themselves available to the Client’s premises to discuss the areas of interest in the SLA points above upon request by the client.
* Notify The Swift Citi team on any changes in this agreement, project engagement or any key area that The Swift Citi team needs to be involved in to make the services to be offered above a success.
* Ensure sufficient time and resources are allowed upon request by The Swift Citi team in order to fulfil the KPIs indicated in the SLA pointers.
* Provide full pre-execution information to The Swift Citi team to use on planning of activities specified in the SLA pointers more so marketing activities per quarter planned for the business.
* Ensure the necessary information, instruction and training is provided by the Onesha team on the basics of the services that Onesha will be offering to the team, Onesha team to offer any reference material for the info-sessions on the basics
* Onesha to provide any NDA document that needs to be signed by The Swift Citi team to ensure no conflict of interest for some of the clients Onesha is working with i.e., protect sharing of information with competitors, people outside this agreement and such.
* Ensure payments are received on time and on budget to smoothen the execution of services herein the agreement.
* Key contact person at Onesha to always reach out to The Swift Citi team for anything that needs immediate action or discussion on matters to do with working with the marketing team to achieve the services to be offered by Onesha.
* Set up accounts for each of the services listed in the SLA above

**ONE PAGER FOR KEY THINGS FOR ONESHA CLIENTS TO HIGHLY CONSIDER AS THEY WORK WITH THE ONESHA CREATIVE NETWORK.**

* Onesha is building the ultimate gateway to access Africa’s best creative talent, on demand. We work with SMEs in & outside Africa to enable them access Africa’s best Graphic Designers, skilled digital Media Marketers, vetted software Engineers and motivated content creators.
* As an Onesha Client, we strongly encourage you to comply with all [**Onesha Terms of Service**](https://onesha.co.ke/guidelines); these terms help us effectively run our platform and maintain a healthy working relationship with our 1000+ creatives. Here are the top straight to the point highlights: -
* **Cost of services** – Onesha operates the largest network of freelance talent in Kenya, if the proposed cost of services by a chosen creative seems to be high than what you had budgeted for, kindly contact our customer support team to be matched with another creative at no extra cost, this often takes less than 24 hours for your convenience in order to keep your project on track.
* **Payments** – All jobs require an upfront payment of at least 70% to an Onesha escrow account, part of the funds are sent to the creative as deposit for work and the rest released upon closure of the project or milestone based; depending on the type of project*. {This is WIP for Onesha}*
* **Refunds** – If you would like to request a refund directly from a freelancer or agency, you can reach out through Onesha within 90 days of the payment. Kindly contact our customer support team to file a request stating the reasons for refund; these reasons are often times *dissatisfaction for work delivered, long turnaround time for the project and overpaying for services.*
* **Making Payments Outside of Onesha**: Always make payment through Onesha. If a creative proposes to receive payments outside Onesha, decline and let us know.
* Our platform operates with dedicated trust and safety checks to help protect every creative and client from fraud, theft, intimidation, and spam.
* **Keeping working relationships in the Onesha Network** is essential in order to maintain transparency, accurate information, payment protection and dispute assistance.
* **When relationships are moved outside of Onesha**—something called circumvention—it undermines creative and customer experiences, our ability to attract quality clients and talent to create new opportunities and matches, and the strength of the marketplace as a whole. Because of this, circumvention is a serious violation of our Terms of Service which will lead to total ban from our network and account closure, preventing you from hiring from us.
* **Circumvention damages user experience** both on and off the platform. Users outside of Onesha risk being exposed to fraud, abuse, and harassment without any recourse because their relationship is not covered by Onesha’s protections.
* **When your relationship is taken outside of Onesha**, we will no longer be able to offer any support, including customer service, payment protection, dispute resolution services, etc. Any issues that arise with payments, quality of work, deadlines, etc., must be resolved without our assistance.
* **In case you are not happy with a creative** on how they execute the project, how they communicate or any concern that may affect your user experience with Onesha, kindly contact our customer service team to help resolve any of these issues.

**KEY THINGS FOR ONESHA CREATIVES TO HIGHLY CONSIDER AS THEY WORK WITH ONESHA.**

**(CLIENTS COPY)**

* You are expected to comply with [***all Onesha Terms of Service***](https://onesha.co.ke/guidelines) and the failure to do so can result in suspension of your services from the Onesha creative work for a period of not less than 12 months. Suspension of services leads to account interruptions, and consequences could include the inability to continue working with Onesha and the loss of your hard-earned reputation with Onesha clients and the Onesha creative network.
* Receiving Payments Outside of Onesha: Always receive payment through Onesha. If a client proposes to pay you outside Onesha, decline and let us know.
* Our platform operates with dedicated trust and safety checks to help protect every creative and client from fraud, theft, intimidation, and spam.
* Keeping working relationships in the Onesha Network is essential in order to maintain transparency, accurate information, payment protection and dispute assistance.
* When relationships are moved outside of Onesha—something called circumvention—it undermines creative and customer experiences, our ability to attract quality clients and talent to create new opportunities and matches, and the strength of the marketplace as a whole. Because of this, circumvention is a serious violation of our Terms of Service which will lead to total ban from our network and account closure, preventing you from receiving jobs from us.
* We enforce a zero-tolerance circumvention policy to ensure that Onesha is a place for both talent and clients to thrive and earn, while preventing breaches of trust that put the community at risk.
* Circumvention damages user experience both on and off the platform. Users outside of Onesha risk being exposed to fraud, abuse, and harassment without any recourse because their relationship is not covered by Onesha’s protections.
* If found that you have gone outside Onesha, Onesha will enforce a fee based on our own judgement of the relationship.
* When your relationship is taken outside of Onesha, we will no longer be able to offer any support, including customer service, payment protection, dispute resolution services, etc. Any issues that arise with payments, quality of work, deadlines, etc., must be resolved without our assistance.
* Failing to Perform on Your Contracts: When you accept a project, you promise to complete the work and to deliver high-quality work. In addition, you must accurately describe your business, your skills and qualifications, and the services you offer. Misrepresenting your abilities or failing to fulfill your contract responsibilities can result in low client satisfaction and payment dispute.

**PAYMENT AND PRICING**

This is a project-based agreement that executes the above outlined consulting and managed service areas. Payments will be made via credit card, bank transfer, Mobile Money or Cheque and billed on a monthly basis starting on the date of this agreement and continuing every month on the monthly anniversary date.

The above services are prepaid and post-paid services, with a payments schedule as shown below

|  |  |  |  |
| --- | --- | --- | --- |
| ITEM | DETAILS | COST | NOTES |
| DESIGN PROTORYPE | Design User friendly interface to understand how the platform looks | $1,500 | N/A |
| APPLICATION DEVELOPMENT | Development of user, driver and merchant apps for both android and iOS | $6,500 | N/A |
| WEB DASHBOARDS | Super Admin Panel and Merchant Admin Panel | $3,075 | N/A |
| BACKEND DEVELOPMENT | Development of processing API to parse and handle data flow | $4,150 | N/A |
| APP STORE COSTS | Creation and access of Appstore account | $170 | N/A |
| DOMAIN AND HOSTING CONFIGURATION | Platform Hosting and domain | $150 | Recurring cost to be discussed |
| PLAYSTORE ACCOUNT | Access to Google Playstore | $25 |  |
| **TOTALS** |  | **$15,570** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Details** | **Resource** | **Duration** | **Payment Batch** |
| **Project Initiation** |  | 2 days | $9,000 |
| Project management plan | Onesha & Swift Citi |
| Planning Activities Complete | Onesha & Swift Citi |
| **Milestone: Agreements & Commitment** | Onesha & Swift Citi |
|  |  |  |
| **Requirement Analysis** |  |  |
| Draft requirements document | Onesha | 2 days |
| Website | Onesha & Swift Citi |
| Admin Features and modules | Onesha & Swift Citi |
| Admin Features and modules | Onesha & Swift Citi |
|  |  |
| Requirement review | Onesha & Swift Citi |
| Requirement signoff | Onesha & Swift Citi |
| **Milestone: Requirement analysis completed** |  |
|  |  |  |
| **Design** |  |  |
| Draft High level design document | Onesha | 3 days |
| Review High level sys design | Onesha & Swift Citi |
| Draft Low level design document | Onesha | 3 days |
| Review low level sys design | Onesha |
| Technical specifications | Onesha & Swift Citi | 1 day |
| Deliver final design |  |  |
| **Milestone: Design Completed** |  |  |
|  |  |  |
| **Implementation/ Development** |  |  |
| Sprint planning |  | 1 day |
| Prototyping Phase 1 | Onesha |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Set up staging environment | Onesha |  |  |
| Stakeholders Review - 3 hours | Onesha & Swift Citi |  |
| Development as per Jira Tickets | Onesha | 55 days |
| Documentation |
| **Milestone: Deploy - 5 hours** |  |  | $4,000 |
|  |  |  |
| **Pre-Production Testing** |  |  |
| Draft test cases | Onesha | 3 days |
| seed system with dummy data | Onesha |
| Perform system testing | Onesha |
| Document issues found | Onesha |
| Fix bugs | Onesha |
|  |  |  |
| **User Acceptance Testing** |  |  | $2,570 |
| User acceptance review | Onesha and Swift Citi | 1 day |
| User Acceptance signoff | Swift Citi |
|  |  |  |
| **Production Implementation | Going Live** |  |  |
| User training | Onesha & Swift Citi | 1 day |
| Configure production server | Onesha |  |
| Verify production | Onesha |  |
| **Milestone: Completion signoff** | Onesha |  |
|  |  |  |
| **Post Go Live Support** |  |  |
| Project report | Onesha | Perpetual |
| System updates (Periodical) | Onesha |
| Monthly performance review | Onesha |
| Support | Onesha |
|  |  |  |
| **Total** |  | **70 Days** | **$15,570** |

|  |
| --- |
|  |

**Billing Details.**

**MOBILE MONEY TRANSFER**

-Go to your M-PESA menu

-Select Lipa na M-PESA

-Enter Paybill number 880100

-Enter NCBA account 3809150066 {Confirm Twice}

-Email/text us the MPESA CONFIRMATION MESSAGE

**BANK TRANSFER**

Bank Account Name: ONESHA TECHNOLOGIES LTD

Currency: KES

Bank Name: NCBA BANK

Bank Address: MARA ROAD, UPPERHILL - P.O Box 44599-00100, Nairobi Kenya

Bank Branch Code: 07000

Account No: 3809150066

Swift Code: CBAFKENX

**International Payments**

**SendWave - +254 798 206888 – Levis Njehia Kamau**

# Duration & Termination

This Agreement runs until either Party terminate with prober notice.

The **first three (3) months is probation period** where either Party can terminate with seven (7) days’ notice.

Normal termination is one (1) months’ notice by either Party, in which case already initiated Deliverables or tasks shall be completed whether their completion stretch beyond termination date.

In case of breach of contract the violated Party can give the breaching Party 10 days’ notice to redeem and rectify all breaches satisfactory, and if not rectified termination takes effect when the notice period expires.

Termination must ALWAYS be given in writing to have effect; email with delivery receipt is accepted.

The provisions which by their nature survive termination, hereunder obligation of Payment, Confidentiality and Intellectual property rights, shall survive any termination.

# Confidentiality & Intellectual Property Rights

All material, information and Deliverables, regardless in which form they exist, are strictly confidential, shall be kept in safe and securely locked away places, and cannot by the Supplier be exposed or passed on to any third party or used for other purposes than business carried out under this Agreement.

**Confidentiality shall be interpreted in the broadest sense**.

Only exception to the Confidentiality is a court order instructing to reveal information, and such court order may be contested legally by either Party before being revealed.

All intellectual property, ideas, concepts, source-code, software development, domain names, brands, slogans, methods, information, material or matters that may be considered intellectual property which arise from our collaboration, talks or communication, regardless in which form they exist (hereinafter “Property”) shall belong solely to the Company and are considered handed over and vested in the Company automatically as they arise without further or separate notice, and this is included in any pricing between the Parties.

The Supplier waives any right to ownership of “Property” and/or right to contest ownership of “Property” without reservation or limitation.

The Parties shall willingly participate in transferring any “Property” to be vested in the name of the Company. Costs for this to third parties shall be covered by the Company.

The Confidentiality and the Property rights are indefinite and survive any termination of thisAgreement

**DISPUTE RESOLUTION**

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between directors of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute then the remaining provisions of the Kenya companies Act can apply where necessary.

The undersigned parties have executed this Agreement thereby making it effective:

SWIFT CITI

NAME:

DESIGNATION:

SIGN:

DATE:

ONESHA TECHNOLOGIES LTD

NAME:

DESIGNATION:

SIGN:

DATE: