



SOFTWARE DEVELOPMENT AND LICENSE AGREEMENT

This Software Development and License Agreement (hereinafter referred to as "Agreement") is made and entered into on this 10th day of July, 2025

BETWEEN:

Afritive AI Solutions, a subsidiary of **LT Labs**, a company duly incorporated under the laws of Kenya, with its registered office at Garden Estate, Garden Court, D18A, Nairobi 00100, (hereinafter referred to as "the Developer" or "Afritive AI Solutions", which expression shall where the context so admits include its successors and assigns);

AND

Africa Research and Impact Network (ARIN), a "non-governmental organization," duly incorporated/registered under the laws of Kenya, with its registered office at ACK Garden House, 1st Floor, Bishop Road, 1st Ngong Avenue, Upperhill, Nairobi., (hereinafter referred to as "the Client" or "ARIN", which expression shall where the context so admits include its successors and assigns).

(The Developer and the Client are hereinafter collectively referred to as "the Parties" and individually as "a Party").

WHEREAS:

A. The Client requires the design, development, and deployment of a custom conference management software solution (hereinafter referred to as "the Software") for the Pan-African Conference on Climate, Environment & Health (October 21-24, 2025, Nairobi), as detailed in the Project Description.

B. The Developer possesses the necessary expertise, experience, and resources to develop and deploy such Software.

C. The Parties desire to enter into this Agreement to define the terms and conditions under which the Developer shall provide the Software development services and grant a license for the use of the Software to the Client.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires:

"Acceptance Date" means the date on which the Client formally accepts the Software as complete and compliant with the Specifications.

"Confidential Information" means any non-public information disclosed by one Party to the other, whether oral, written, or electronic, relating to its business operations, technical know-how, strategies, or any other proprietary information.

"Deliverables" means all software, code, documentation, designs, databases, and other materials and services to be provided by the Developer to the Client under this Agreement, as specified in the Project Description.

"Effective Date" means the date first written above.

"Intellectual Property Rights" (IPR) means all patents, copyrights, trademarks, trade secrets, design rights, database rights, moral rights, and other intellectual or industrial property rights, whether registered or unregistered, and all applications for the same, existing anywhere in the world.

"Maintenance Period" means the period of six (6) months following the Acceptance Date during which the Developer shall provide maintenance and support services.

"Milestone" means a specific stage of the Project completion as defined in Schedule 1.

"Project" means the overall undertaking of designing, developing, and deploying the Software as described in this Agreement.

"Scope of Work" means the detailed description of the Software features, functionalities, technical specifications, and Deliverables as set out in the Project Description.

"Software" means the custom conference management software solution to be developed by the Developer for the Client as described in the Project Description, including all source code, object code, executable programs, databases, associated documentation, and any updates or enhancements provided under this Agreement.

"Specifications" means the detailed requirements and technical specifications for the Software as set out in the Project Description.

1.2. In this Agreement, unless the context otherwise requires:

a. Words importing the singular include the plural and vice versa.

- b. Words importing a gender include every gender.
- c. References to clauses and schedules are to clauses of and schedules to this Agreement, all of which form an integral part of this Agreement.
- d. The headings are for convenience only and shall not affect the interpretation of this Agreement.

2. SCOPE OF WORK AND DELIVERABLES

- 2.1. The Developer shall undertake the design, development, testing, deployment, and initial maintenance of the Software in accordance with the Scope of Work and Specifications set out.
- 2.2. The Deliverables to be provided by the Developer shall include, but not be limited to, the following:
 - a. Complete Software Source Code and Object Code.
 - b. Comprehensive technical documentation, including API documentation, database schema, and deployment guides.
 - c. User manuals for both administrative and participant functionalities.
 - d. All necessary deployment configurations and scripts.
 - e. Six (6) months of post-deployment maintenance and support as detailed in Clause 8.
- 2.3. Any changes to the Scope of Work or Specifications must be mutually agreed upon in writing by both Parties through a formal Change Request process. Such changes may impact the Project timeline and costs, which shall be renegotiated accordingly.

3. PROJECT TIMELINE AND MILESTONES

- 3.1. The Project shall commence on the Effective Date and shall be completed in accordance with the Milestones and timelines set out in the Project Description.
- 3.2. The Developer shall provide the Client with regular progress reports as outlined in Schedule
- 3.3. Both Parties shall cooperate fully to ensure the timely completion of the Project. Delays caused by the Client's failure to provide necessary information, feedback, or resources may result in adjustments to the Project timeline, to be agreed upon by both Parties.

4. ACCEPTANCE AND TESTING

- 4.1. Upon completion of each Milestone or the final Deliverable, the Developer shall notify the Client in writing and provide the Deliverable for review and testing.

4.2. The Client shall have a period of Five business days from the date of notification to review and test the Deliverable against the Specifications and deliver either by word of mouth or written notice.

4.3. If the Deliverable substantially conforms to the Specifications, the Client shall provide written acceptance.

4.4. If the Deliverable does not conform to the Specifications, the Client shall provide the Developer with a written list of defects or non-conformities within the testing period. The Developer shall, at its own expense, rectify such defects within a mutually agreed time frame. This process shall be repeated until the Deliverable is accepted.

4.5. Failure by the Client to provide acceptance or a list of defects either by word of mouth or written acceptance within the stipulated testing period shall be deemed as acceptance of the Deliverable

5. PAYMENT TERMS

5.1. The Client shall pay the Developer the total sum of Kenya Shillings Five Hundred and Thirty Thousand (KES 530, 000) for the Software development, licensing, and initial maintenance services, including an initial deposit, as detailed in Schedule 2 (Payment Schedule and Breakdown).

5.2. Payments shall be made by the Client to the Developer in accordance with the Payment Schedule set out in Schedule 2. Each payment shall be due upon achievement of the corresponding Milestone or as otherwise specified.

5.3. All payments shall be made in Kenya Shillings (KES) unless otherwise expressly agreed in writing.

5.4. Invoices shall be submitted by the Developer to the Client upon completion of each Milestone or as per the agreed schedule and the developer should provide receipts as well(Domain and Server receipt)

5.5. In the event of late payment, the Client shall be granted a **grace period of fourteen (14) calendar days from the due date specified in Schedule 2**. If payment is not received within this grace period, **interest shall begin to accrue at the rate of 2% per month on the overdue amount from the original due date until the date of actual payment**. Any additional services requested by the Client outside the Scope of Work shall be subject to separate written agreement and additional charges.

6. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 6.1. The Parties acknowledge that all Intellectual Property Rights in the Software (including all source code, object code, documentation, and any modifications or enhancements) developed by the Developer specifically for the Client under this Agreement shall, upon full and final payment of all amounts due under this Agreement, be exclusively assigned to and vest in the Client.
- 6.2. The Developer warrants that the Software and any Deliverables provided hereunder do not and will not infringe upon the Intellectual Property Rights of any third party.
- 6.3. The Developer shall grant the Client a perpetual, worldwide, non-exclusive, transferable license to use any pre-existing Developer tools, libraries, or components incorporated into the Software, where such components are necessary for the Software's functionality, and where such components are not open-source or freely licensable.
- 6.4. The Client shall own all Intellectual Property Rights in any content, data, or materials provided by the Client to the Developer for use in the Software.
- 6.5. This Clause 6 shall survive the termination or expiration of this Agreement.

7. CONFIDENTIALITY

- 7.1. Both Parties agree to keep all confidential Information obtained from the other Party in connection with this Agreement.
- 7.2. Neither Party shall disclose, copy, or use any confidential Information for any purpose other than for the performance of its obligations under this Agreement.
- 7.3. The obligations of confidentiality shall not apply to information that:
 - a. Is already known to the receiving Party at the time of disclosure.
 - b. Is or becomes publicly available through no fault of the receiving Party.
 - c. Is rightfully received by the receiving Party from a third party without restriction on disclosure.
 - d. Is independently developed by the receiving Party without use of or reference to the confidential Information.
 - e. Is required to be disclosed by law or by a court of competent jurisdiction, provided that the disclosing Party is given prior notice where legally permissible.

7.4. This Clause 7 shall survive the termination or expiration of this Agreement for a period of five (5) years].

8. MAINTENANCE AND SUPPORT

8.1. The Developer shall provide post-deployment maintenance and support services for the Software for a period of six (6) months from the Acceptance Date ("Maintenance Period"), as specified in Schedule 4 (Maintenance and Support).

8.2. During the Maintenance Period, the Developer shall provide:

- a. Bug fixes and patches for any errors or defects identified in the Software.
- b. Technical support for critical issues via email/phone during business hours.
- c. Minor updates and performance enhancements as deemed necessary by the Developer.

8.3. This maintenance and support do not include:

- a. Development of new features or functionalities outside the original Scope of Work.
- b. Rectification of issues arising from the Client's misuse of the Software, alterations to the code by third parties, or issues related to the Client's infrastructure.
- c. Support for third-party software or services not integrated by the Developer.

8.4. After the initial six (6) months, the Parties may enter into a separate Software Maintenance Agreement for ongoing support.

9. WARRANTIES AND REPRESENTATIONS

9.1. The Developer warrants that:

- a. It has the necessary expertise, resources, and authority to enter into and perform its obligations under this Agreement.
- b. The Software will be developed in a professional and workmanlike manner, in accordance with industry standards and the Specifications.
- c. The Software will be free from material defects and will perform substantially in accordance with the Specifications for the Maintenance Period.
- d. It will not infringe on any third-party Intellectual Property Rights in developing the Software.

9.2. The Client warrants that:

- a. It has the necessary authority to enter into this Agreement.
- b. All information and materials provided to the Developer are accurate and complete.
- c. It will cooperate fully with the Developer to facilitate the Project's timely completion.

10. LIMITATION OF LIABILITY

10.1. The client shall not be liable to the service provider for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, data, or business opportunities, arising out of or in connection with this Agreement.

10.2. The total aggregate liability of the Developer to the Client under this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total amount paid by the Client to the Developer under this Agreement.

10.3. Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence, fraud, or any other liability that cannot be lawfully excluded or limited.

11. FORCE MAJEURE

11.1. Neither Party shall be liable for any delay or failure in performance of its obligations under this Agreement caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes, fire, floods, epidemics, pandemics, or government restrictions.

11.2. The Party affected by Force Majeure shall promptly notify the other Party and shall use reasonable efforts to mitigate the effects of the event. The affected Party's obligations shall be suspended for the duration of the Force Majeure event.

11.3. If a Force Majeure event continues for a period exceeding 30 days, either Party may terminate this Agreement upon written notice without penalty.

12. TERMINATION

12.1 Either Party may terminate this Agreement immediately upon written notice if the other Party:

a. Commits a material breach of any term of this Agreement and fails to remedy such breach within 14 days of receiving written notice requiring it to do so.

b. Becomes insolvent, bankrupt, or enters into liquidation (except for a solvent amalgamation or reconstruction). - we cant commit to this until we get the code

12.2 The Client may terminate this Agreement for convenience by giving 14 days written notice to the Developer, provided that the Client shall pay for all work satisfactorily completed up to the date of termination, as well as any non-cancellable third-party costs incurred by the Developer.

12.3 Upon termination, the Developer shall promptly deliver to the Client all Deliverables and work in progress for which payment has been made or is due, and shall cooperate in the orderly transfer of the Project.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. This Agreement shall be governed by and construed in accordance with the laws of Kenya.

13.2. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall first be attempted to be resolved amicably through good faith negotiations between the Parties:

**SOW Advocates LLP,
The Westery Building,
3rd Floor, Suite 3C
+254757554515**

13.3. If the dispute cannot be resolved amicably within 30 days, either Party may refer the dispute to mediation in accordance with the Mediation Rules of the Nairobi Centre for International Arbitration (NCIA) or a reputable mediation service in Kenya.

13.4. If mediation fails to resolve the dispute within 60 days of its commencement, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Act, 1995 (as amended) of the Laws of Kenya. The arbitral tribunal shall consist of a single arbitrator to be appointed by mutual agreement of the Parties or, in default of agreement, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). The seat of arbitration shall be Nairobi, Kenya, and the language of the arbitration shall be English.

14. NOTICES

14.1 Any notice or other communication required or permitted to be given under this Agreement shall be in writing and delivered personally, sent by registered mail, or by email to the addresses specified below:

To the Developer:

LT LABS
Garden Estate, Garden Court,
D18A, Nairobi
P.O Box 38944- 00100

Nairobi, Kenya
Email: dorcusbwire@gmail.com
+254722696725

To the Client:

Africa Research and Impact Network (ARIN),
ACK Garden House, 1st Floor,
Bishop Road, 1st Ngong Avenue, Upperhill, Nairobi.
P.O Box 53358-00200
Nairobi, Kenya
Email: info@arin-africa.org

14.2 A notice shall be deemed to have been received:

- a. If delivered personally, on the date of delivery.
- b. If sent by registered mail, seven (7) business days after posting.
- c. If sent by email, on the date of transmission, provided no automated "delivery failure" message is received.

15. GENERAL PROVISIONS

- 15.1. Entire Agreement: This Agreement, including its Schedules, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions, whether oral or written.
- 15.2. Amendments: No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized representatives of both Parties.
- 15.3. Waiver: No failure or delay by any Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
- 15.4. Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 15.5. Assignment: Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

- 15.6. Relationship of Parties: The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, or agency relationship between them.
- 15.7. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed as valid and binding as original signatures, in accordance with Kenyan law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

FOR AND ON BEHALF OF AFRITIVE AI SOLUTIONS (THE DEVELOPER):

Name: Noel Brighton Owaga

Title: Project Lead

Signature: _____

Date: _____

Stamp: _____

FOR AND ON BEHALF OF AFRICA RESEARCH AND IMPACT NETWORK (ARIN) (THE CLIENT):

Name: Dr. Joanes Atela

Title: Executive Director

Signature: _____

Date: _____

Stamp: _____

SCOPE OF WORK AND SPECIFICATIONS (Project Description)

(This section should detail the contents of your proposal's "Executive Summary", "Project Overview", "Technical Specifications", "Registration System Development: Technical Backdrop and Flow", "Events App Features", "Payments Segment", and "Website Infrastructure" in a clear, unambiguous, and comprehensive manner. This is the most crucial part for defining the deliverables.)

1. Project Overview & Objectives:

Development of a custom conference management software for the Pan-African Conference on Climate, Environment & Health (Oct 21-24, 2025, Nairobi).

Modernize event management, ensure smooth digital handling of the entire event lifecycle.

2. Key Features and Functionalities:

Registration System:

User landing page with "Register Now" button.

Display of various ticket packages (Sponsors, Delegate, Exhibitor).

Online registration form (Name, Email, Password; Attendee type auto-set by package).

Conditional fields based on attendee type (University Name, Student ID, Organization Name, Country of Residence).

Account creation and redirection to login/dashboard.

Secure email verification/account confirmation.

Payments Segment:

All pricing and transactions in USD.

Integration with Paystack for major credit/debit card processing.

Paystack Security Components: Tokenization, End-to-End Encryption (TLS, AES-256), PCI DSS Level 1 Compliance, Machine learning-powered Fraud Detection (Paystack Radar).

M-Pesa Integration: Via M-Pesa Global Visa card for seamless local transactions, processed through Paystack.

Real-time Ticketing:

* Unique, JWT-secured QR code generation upon successful payment.

* Digital ticket delivery (via email/SMS).

Admin Dashboard:

* Live statistics and analytics.

* Reporting features.

* User management and role-based access control.

Automated Communication:

* SMS alerts (via Twilio/Africa's Talking).

* Email confirmations and alerts (via Mailgun).

Real-time Gate Check-in:

* QR code scanning via mobile phones/tablets.

* Offline-ready scanning capabilities with data synchronization.

3. Events Application (Limited Capability upon Payment): Accessible to confirmed (paid) attendees.

Speaker Information: Detailed profiles and schedules.

Program & Sessions: Comprehensive event agenda, session details (times, locations, descriptions).

Venue Map: Interactive map for navigation.

Networking Tab: For attendee-to-attendee connections.

News Segment: Real-time updates and announcements related to the conference.

4. Technical Stack:

Backend: FastAPI, Python, MongoDB, Paystack API, Pydantic, JWT.

Frontend: React, Vite, TypeScript, Tailwind CSS, Paystack.js, Axios.

Notifications: Mailgun, Twilio/SMS API.

QR Tickets: Python-qrcode, React QR Reader.

5. Website Infrastructure (Production Environment):

Backend Deployment: Uvicorn on port 8000.

Frontend Serving: Vite build serving static files.

Database: MongoDB with proper authentication.

Reverse Proxy: Nginx for SSL termination and load balancing. Hosting: Ubuntu VPS (Contabo VPS Service).

Domain Name, Cloud DB (MongoDB Atlas/Self-hosted), Email Service, SMS Service, Cloud Storage, SSL Certificate, AI API Usage, Monitoring/Logs.

6. Branding & Theming:

Custom Tailwind CSS palette (deep green, dark blue, orange, gold, blue, light background) aligning with Pan-African Conference branding.

All main pages themed and content tailored to the conference.

SCHEDULE 1: PROJECT PLAN AND MILESTONES

Total Estimated Man-Hours: Approximately 2 weeks

| MILESTONE | TASKS | DELIVERABLES FOR ACCEPTANCE | DUE DATE (APPROX.) | REPORTING | STATUS |
|----------------|-------|-----------------------------|--------------------|-----------|--------|
| PHASE I | | | | | |

| | | | | | |
|--------------------------------|---|---------------------------------------|------------|----------------------------|-----------------|
| Planning | Project plan, detailed mockups, environment setup | Project Plan Document, UI/UX Mockups | 04-07-2025 | Initial Meeting | Completed |
| Backend Development (Phase 1) | Authentication, DB models, Paystack integration, Ticket API | Working Backend APIs, DB Schema | 17-07-2025 | Progress Call | In Progress |
| Frontend Development (Phase 1) | Login, Registration, Dashboard, Admin UI pages | Core UI/UX Pages | 17-07-2025 | UI Review | In Progress |
| Testing and QA (Phase I) | Full Paystack sandbox testing, bug fixes | QA, Registration system, Test Report | 17-07-2025 | Registration system review | In Progress |
| Deployment (Phase 1) | Domain, hosting, SSL, DNS configuration, Go-Live | Deployment Report, Live System Access | 17-07-2025 | Deployment Report | In Progress |
| Notifications (Phase 1) | Email/SMS templates + trigger logic | Functional Notification System | 31-12-2025 | Test Run | Ongoing Process |
| Maintenance | Ongoing support updates & (6 months post-Acceptance Date) | Monthly Performance Reports | Monthly | Monthly Report | Ongoing Process |
| PHASE II | | | | | |

| | | | | | |
|---|---|--|------------|-------------------|-----------------|
| Real-time Check-in & Events App (Phase 2) | QR gen/scan, live dashboards, core event app features | Live Demo of Check-in & App | 15-08-2025 | Live Demo | Pending |
| Notifications (Phase 2) | Email/SMS templates + trigger logic | Functional Notification System | 31-12-2025 | Test Run | Pending |
| Testing & QA (Phase 2) | Events App | Speaker Information, Program and Sessions, Networking, Venue map, News segment | 15-08-2025 | Test Report | Pending |
| Deployment (Phase 2) | Events App, Dashboard Analytics & Application Check-in Management | Events App, Dashboard Analytics & Application Check-in Management | 15-08-2025 | Deployment Report | Pending |
| Maintenance | Ongoing support & updates (6 months post-Acceptance Date) | Monthly Performance Reports | Monthly | Monthly Report | Ongoing Process |

SCHEDULE 2: PAYMENT SCHEDULE AND BREAKDOWN

| CATEGORY | COST (KES) | PAYMENT DUE UPON COMPLETION OF MILESTONE |
|--|--------------------|--|
| Deposit (Hosting and Configuration) give us access to server | 100,000 | Upon signing of the contract |
| Development and engineering (Phase I) | 125,000 | 18-07-2025 |
| Development and engineering (Phase II) | 125,000 | 15-08-2025 |
| Support & Maintenance (6 months) | 150,000 | 31-12-2025 |
| Modular & Configurable Architecture | 30,000 | 15-08-2025 |
| Total | KES 530,000 | |

SCHEDULE 3: MAINTENANCE AND SUPPORT

1. Maintenance Period: Six (6) months from the Acceptance Date.

2. Scope of Services:

Bug Fixes: Correction of any reproducible errors or defects in the Software that prevent it from functioning according to the Specifications.

Patches: Provision and application of security patches and critical bug fixes.

Technical Support:

Response Time for Critical Issues (system down, major functionality failure): Within 12 hours during business hours (Monday - Friday, 8:00 AM - 5:00 PM EAT).

Response Time for Non-Critical Issues (minor bugs, general inquiries): Within 24 hours during business hours.

Support Channel: Primarily via email

Minor Updates: Provision of minor enhancements, performance optimizations, or compatibility updates for integrated third-party services within the existing scope.

3. Exclusions from Maintenance and Support:

Issues arising from alterations or modifications to the Software code by parties other than the Developer.

Problems caused by Client's network, hardware, operating system, or other infrastructure not provided or managed by the Developer.

Development of new features, functionalities, or significant changes to the existing architecture (these will be subject to a new Change Request and separate agreement).

Data entry, content management, or user-specific operational tasks. Resolution of issues caused by Force Majeure events.

4. Client Responsibilities:

Provide timely access to the system and necessary information for troubleshooting.

Report issues clearly with steps to reproduce.

Cooperate with the Developer in implementing fixes or updates.

5. Post-Maintenance Period:

Upon the expiration of the Maintenance Period, the Parties may negotiate and enter into a separate Software Maintenance and Support Agreement for continued services, detailing terms, scope, and fees.

Bank Details

Bank Name: Middle East Bank Kenya Ltd

Account Name: LT LABS TECH SERVICES LTD

Account Number: 1003028002005

SWIFT Code: MIEKKENA

Bank Code: 18