



SERVICE AGREEMENT

BETWEEN

SPOTON WEB UG. LIMITED

AND

FEDERATION OF FISHERIES ORGANISATIONS IN UGANDA

THIS SERVICE AGREEMENT (herein after referred to as the "SA" "Agreement") is made on this 1ST Day of MARCH 2020 (the "Effective Date") to 31ST of DECEMBER 2020

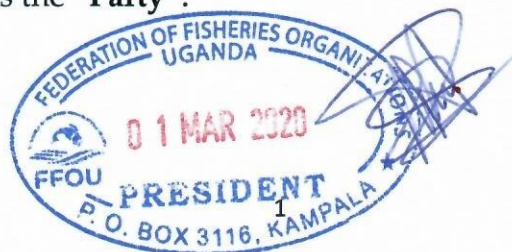
Between

SPOTON WEB UG. LIMITED of Plot 10 UCB Rise, Munyonyo, Wavamuno Road Kampala Uganda, (herein after referred to as "**The Software Developer**" and which expression shall where the context admits, include its successors in title and assignees) on one part,

And

Federation of Fisheries Organizations in Uganda of Namboole Wakiso (hereinafter referred to as the "**Customer**", which expression shall where the context so requires bind and include its successors in business and/or permitted assignees) of the second part;

The Software developer and the Customer shall herein after jointly be referred to as the "**Parties**" and singularly, as the "**Party**".





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RECITALS

The recitals constitute an integral and enforceable part of this Agreement.

WHERE AS:

A. The Customer is desirous of a developed Abavubi Mobile App with 6 modules described as;

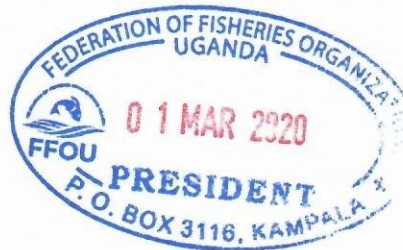
1. User Registration and Management Module
2. Marketplace Module
3. Accounting Module & Mobile Money Payment
4. Safety & Navigation Module
5. Fish breeding and landing sites
6. Support Module & USSD integration

B. The Software developer is willing to provide the requisite service to the Customer by providing the development solutions and personnel to install, operate, maintain and support the same and the ancillary services thereto;

C. The Parties wish to enter into an agreement to stipulate the terms and conditions, which will govern the rights and obligations of the Parties in relation to the service provision.

NOW THEREFORE, in consideration of the mutual premises, representations, covenants and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties intending to be bound by the terms and conditions herein, hereby agree as follows:

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Lamba Paul



TERMS AND CONDITIONS

1. The Engagement for Service

The Customer hereby engages The Software developer to develop the Abavubi Fisher Mobile App with the mentioned modules and The Software developer hereby accepts the engagement to deliver the desired services upon such terms and conditions as are stipulated in the order for as well as herein, and as the Parties may mutually agree from time to time.

2. Commencement and Tenure

This SA shall come into force on the AFMA project development start date and continue in full force and effect, for a period of **10 month** unless otherwise terminated, in accordance with the provisions of this Agreement.

The Parties **may** develop subcontracts, extend or renew the Agreement and any subsequent tenure of this Agreement, upon such terms and conditions, as they shall agree upon at the time of renewal or extension.

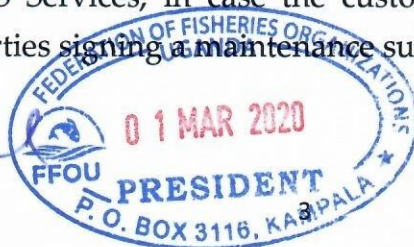
In the event that Parties do not extend or renew the tenure of this Agreement, it shall terminate but such termination will not prejudice the rights and/or obligations of the parties with respect to the performance of the service order existing as at such termination date or the applicability of the terms and conditions set forth in this SA to such services Orders.

3. Consideration

3.1 In consideration of The Software developer providing the Customer with the AFMA solution with the modules developed. The Customer shall pay The Software developer an amount of **UGX. 19,822,000** (Nineteen Million Eight Hundred Twenty-Two Thousand Shillings Only). The fees include any other statutory fees payable to the government.

3.2 Notwithstanding the content in Clause 3.1, The Software developer may invoice the Customer based on Maintenance and update activities/Services herein referred as the Software developer SMS Services, in case the customer has requested for maintenance services prior to both parties signing a maintenance sub-contract.

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Lamba Paul



3.3 All payments shall be made without any offset or deduction, except as required by law.

3.4 All payments shall be made by electronic transfer to such bank account, in the Uganda Shillings currency to The Software developer accounts stated in the Invoice, unless otherwise agreed to in writing between the Parties.

3.5 Deliverables

During the hand over, the following are the required deliverables for the completion of the Application software; -

- A narrative description of the App
- Flow chart of the modules within the App
- Source codes of the App
- Access codes and credentials of all services linked to the App plus the server
- A list of the third party service providers related to the App

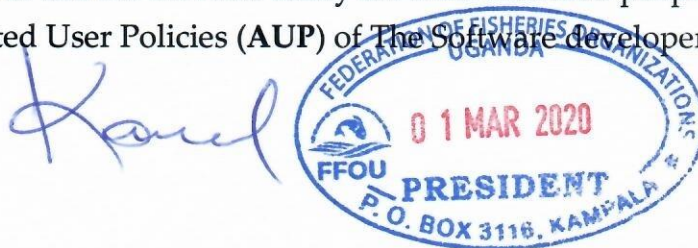
The customer requires the Developer to share, and submit the deliverables to the contracting party two weeks after the payment date of the service fees.

4. Compliance with Laws

The Software developer hereby agrees to use the Application only for lawful purposes and in accordance with the Client, and undertakes to notify the Client of any illegal or improper use of the solution in the event that it arises. The Service provider understands that the service delivered is regulated by various laws and therefore undertakes to comply at all times with all the laws and regulations applicable to the service rendered.

5. Permitted Use

Notwithstanding the generality of Clause 4 above, by executing this SA, the Service Provider agrees to use the services solely for their intended purposes. Such purposes are classified as Accepted User Policies (AUP) of The Software developer and may be amended from time to time.





damba Paul



6. Taxes and other charges

The Customer is responsible for all taxes chargeable on the delivery of the services. In the event that the Customer is entitled to an exemption from any taxes in respect of the service, the Customer shall furnish The Software developer with a valid exemption certificate to facilitate their tax compliance.

7. Availability

7.1 The Software developer shall, for the duration of the Agreement make every effort to comply with customer requirements of 99% in accordance with the agreed technical

Specifications without any disruptions. We urge our customer to use our support email service for quick support.

7.2 The AFMA Solution module development shall be deemed incomplete if:

- a) All modules specified above are dysfunctional;
- b) Bugs have been registered and not acted on in accordance with clause 10.1;
- c) A deviation in the technical specifications occurs which impedes the normal use of the App;

8. Maintenance

8.1 The Contracting Party needs to know that software requires uptime maintenance; debugging, upgrades and innovations to avoid obsolesce. Unless otherwise specified, when required, the customer may need to agree to the maintenance terms and conditions of service i.e. by agreeing to remit the maintenance fees to The Software developer. Maintenance fees may change from time to time due to prevailing circumstances or as The Software developer may deem.

- a) Withstanding clause 8.1 above, for any onsite maintenance, the customer will meet all logistics needed to dispatch our technical personnel.
- b) Updates in the App resulting from new features shall be added following clause 8.1.
- c) New modules and any multi-platform development will result into discussing of new payment formulation and will be invoiced separately from time to time.

9. Dealing with Bugs

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9.1 The Contracting Party shall immediately inform The Software developer by telephone or email of any bugs, failures and inconsistencies which it has discovered. Any notice shall be deemed to have been received the next business day when sent by email and the sending Party's receipt of a transmission confirmation; or upon delivery into the recipient's email account when sent by email (followed by a copy sent to mail).

In this regard, any communication between the Parties shall be made exclusively by the persons referred to in clause 10. Should this requirement not be fulfilled, no bugs shall be deemed to have been registered. When reporting a bug or any Failure, the Contracting Party shall provide The Software developer with the necessary information to identify the problem in question as well as any other information, which The Software developer has specified at any time in advance. The Contracting Party shall confirm any notification made by telephone either by email. The Software developer shall register any Failure reported by the Contracting Party and accordingly issue a reference number to the Contracting Party.

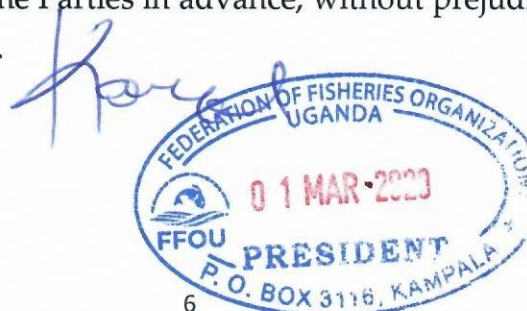
9.2 The Software developer shall, within one (1) hour of registering the bugs or Failure on the Failure Form, inform the Contracting Party of the nature of the Failure and the expected troubleshooting Time.

9.3 The Contracting Party shall, in respect of troubleshooting the problem be obliged to provide The Software developer with any cooperation, which can reasonably be expected in as far as it shall be deemed necessary to expedite the successful fixing of the bugs.

10. Information and Contact in the event of Failures

10.1 The Contracting Party shall contact the Services Department about the Service and other services, which The Software developer may at any time offer within the framework of its business operations; this department can be reached during office hours using the information provided in clause 11 of this Service Agreement.

10.2 Any communication between the Parties with regard to Failures shall be made exclusively by those persons nominated by the Parties in advance, without prejudice to the provisions of Clause 11 (Escalation procedure).





damba Paul



11. Escalation Procedure

The Software developer will use an escalation to;

- a) Ensure that any bug fixes are given sufficient attention and priority,
- b) Be able, where necessary, to make alternative solutions with the Contracting Party in order to find a solution to the situation.

The following outlines the different escalation levels:

For purposes of Escalation, the Contracting Party shall, referencing the Ticket Number issued by the Customer Support Representative record an Escalation Call (EC) by calling or by email to the following:

ESCALATION METHOD					
FIRST LEVEL ESCALATION CONTACT DETAILS					
NO.	NAMES	POSITION	CONTACT	EMAIL	
		Client Engagement			
1	Nanteza Sandra	UI/UX	0783937795	service@spoton.studio / sandra@spoton.studio	

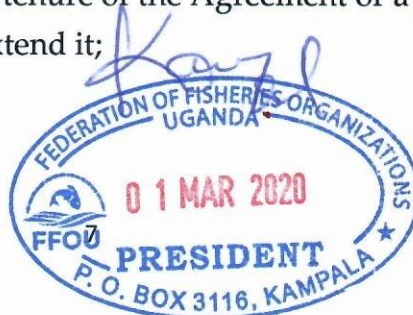
12. Limitation of Liability

The Software developer shall not be liable for any indirect, incidental, or consequential damages, including loss of profits, revenue, data, or use incurred by the Contracting Party because of failure or interruption of the services to be provided under this Agreement.

13. Termination/suspension

13.1 This Agreement may be terminated by either Party in whole or part in any of the following circumstances:

- a) Automatically when there is no service order forms signed by the Parties as agreed to herein;
- b) Automatically upon the expiry of the tenure of the Agreement or a particular service order and the Parties do not renew or extend it;





Amber Paul



c) In the event of material breach by the other Party, which breach is capable of remedy or which the defaulting Party fails to cure within (30) thirty days of receipt of a notice to do so from the aggrieved Party;

d) In the event of winding up or insolvency of the other party or the other party becomes subject to an administration order or a receiver/manager is appointed over them and the receivership or administration is likely to negatively impact the Party's ability to execute its obligations herein; and

e) The Software developer has a right to suspend or terminate this Agreement or a particular Service Order Form, in the event customer fails to pay any amount when due or a breach is committed by the Customer, until such failure to pay or breach is cured.

f) Subject to Clause 10, the Customer has a right to terminate or suspend this contract in an event that The Software developer Services become inconsistent, irregular and unable to meet the Customer's expectation as agreed upon in this Contract.

13.2 Any termination shall be without prejudice to any antecedent rights or liabilities of either Party.

13.4 This Agreement shall, subject to its provisions hereof remain in full force and effect until the date of termination of the last service order.

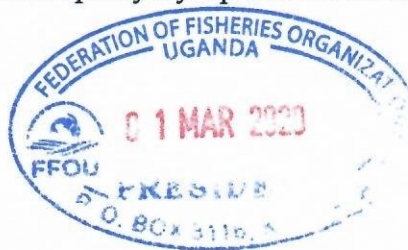
14. Cessation of rights and obligations

Upon termination of this Agreement, all rights and obligations accruing to the Parties herein shall cease, except:

a) Such rights and obligations which may have accrued to either or both parties prior to the date of expiry or termination of the contract; and

b) Any right accruing to either party by operation of law herein prescribed.

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James Paul



15. Indemnification

With exception of any indirect, incidental, special or consequential damages, including loss of profits, revenue, data, or use, the Parties undertake to keep each other fully and effectively indemnified against all losses, damages, expenses, legal actions, demands, costs and claims, including but not limited to, legal fees and expenses, incurred by the other party for any legal fees or claims, that include, but are not limited to legal fees and expenses, suffered by the other party or any third party, where such loss, damage, is the result of a wrongful action, negligence, or breach of contract by the other party or its personnel. Each party's liability shall run for the entire duration of the contract term.

16. Relationship between the Parties

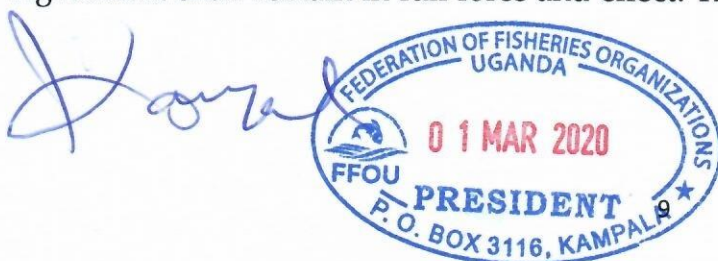
Nothing contained in this Agreement shall be construed as creating a relationship of agency, partnership or joint venture between the Parties, and The Software developer shall deliver the services as an independent contractor.

17. Waiver

A waiver by either Party of any breach of duty by the other Party under this Agreement shall not be construed as a waiver of any prior or succeeding breach of the same or any other obligation. The rights and remedies provided herein are not exclusive of any rights or remedies provided by law. No indulgence, leniency or extension of time, which a party grants to another party, shall in any way prejudice or preclude such party from exercising any of its rights in the future.

18. Severability

If any provision of this Agreement is declared or held by any judicial or other competent authority to be void or otherwise unenforceable or becomes illegal, invalid or unenforceable by law, for contravening any statute, regulation, by-law or ordinance or otherwise contravenes or offends any provision of law or equity, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only and the remaining provisions of this Agreement shall remain in full force and effect. The Parties shall then attempt to find a new





David Paul



provision to replace the invalid or develop an addendum to the existing unenforceable one(s). The new provision(s) shall be as close as possible to the Parties' original intentions.

19. Force Majeure

If either Party's performance of this Agreement, or any obligations hereunder, is prevented, restricted or interfered with by causes beyond its reasonable control, including, but not limited to, acts of God, server crashes, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action by state or local government, corporation or other relevant authority or any civil or military authority, or by national emergency, insurrection, riot, war, strike, lockout, lockdown or work stoppage or other labor difficulties, or act or omission of any governmental or highway authority, supplier failure, shortage, breach or delay, then such Party shall be excused from such performance on a day-to-day basis to the extent of such restrictions or interference.

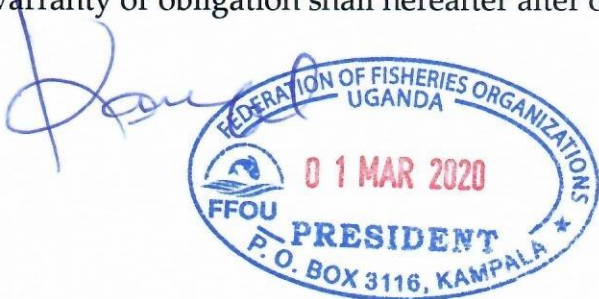
Such Party shall notify the other and use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable doubt whenever such causes are removed or ceased. This provision shall not, however, relieve either Party from making payment when due for any services or products received pursuant to this Agreement. In the event force majeure continues for a consecutive period of 180 days then either Party shall have a right to terminate this Agreement after giving fifteen days' prior notice in writing, without any further obligation to the other Party

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Uganda, and both Parties shall comply with all laws and regulations.

21. Entire Agreement

This Agreement, including any annexure or amendments and Service Order Forms duly executed by the Parties shall constitute the entire agreement between the Parties and shall supersede all previous agreements and correspondences of the Parties. No oral condition, warranty or obligation shall hereafter alter or affect the provisions of this Agreement.





damba Paul



22. Confidentiality

During the continuance of this Agreement, the Parties undertake to keep confidential the terms of this Agreement, and all confidential information disclosed in the course of this Agreement and that either Party shall use such information only to the extent necessary to perform its obligations of this Agreement or as may be required by law.

23. Construction

The headings of the Sections of this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of the Agreement.

24. Variations and Amendments

No change in, modification of, or addition to this Agreement shall be valid unless set forth in a written document signed by both parties.

25. Promotions

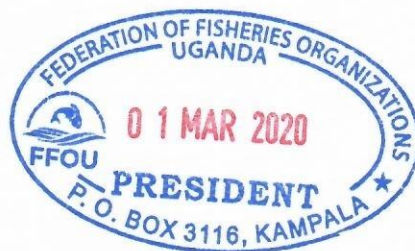
This engagement shall be featured on either party's website and listed under the URL to the web domain of each Party's website clearly. This promotion shall cease to exist upon expiry of the tenure of this Agreement or a particular service order.

26. Independent Legal Advice

Each Party acknowledges that they have read this Agreement and relied upon independent legal advice to assist them review and execute this Agreement; and

(ii) Have of their own free will decided to enter into and be bound by its terms. **IN WITNESS WHEREOF**, the duly authorized representatives of the Parties hereto have set hereunto their respective hand and or seals on the date first herein above mentioned.

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27. The agreement is witnessed by officials from both parties as below

On behalf of

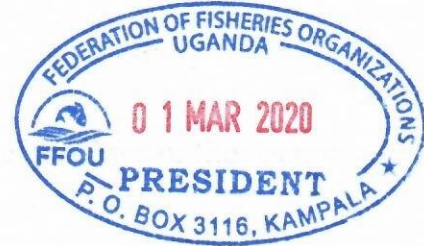
1. FEDERATION OF FISHERIES ORGANIZATIONS UGANDA (FFOU)

Signature: *[Handwritten Signature]*

Name: *KANYALA ERA*

Title: *PRESIDENT*

Date:



2. SPOTON WEB UGANDA LIMITED

Signature: *[Handwritten Signature]*

Name: *DAMBA PAUL*

Title: *DIRECTOR*

Date: *1st / MARCH / 2020*



In presence of;

On behalf of

1. FEDERATION OF FISHERIES ORGANIZATIONS UGANDA (FFOU)

Signature: *[Handwritten Signature]*

Name: *BAIDHUSE MICHEAL*

Title: *PROJECT MANAGER*

Date: *1st - MARCH - 2020*

2. SPOTON WEB UGANDA LIMITED

Signature: *[Handwritten Signature]*

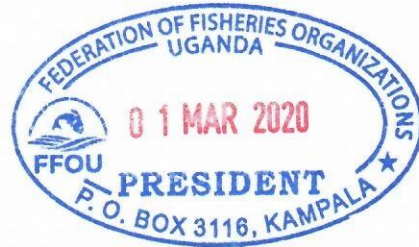
Name: *LINDA SERRICA*

Title: *Cancel*

01st / MARCH / 2020



Date:.....



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