

The logo for iOsoft Solutions is a red circle containing the text "iOsoft Solutions". The "i" is in red, "O" is in black, and "soft" is in red. "Solutions" is in black.

iOsoft
Solutions

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A dark red background featuring a faint, semi-transparent image of a city skyline with several tall buildings.

SOFTWARE
PURCHASE AGREEMENT

1. PARTIES

This Agreement is made and entered on, Month of **AUGUST** Year **2025** between iOSoft Solutions Limited and herein referred to as the and collectively referred to as the "Parties". This Agreement once signed, acts as continuity of operations between the two parties until termination.

2. CONFIDENTIALITY

During the term of this Agreement, all terms and conditions contained herein, as well as any confidential information exchanged between the Parties, must be held in strict confidence. Any disclosure of such information is only permissible if required by legal processes. The Parties are prohibited from using or disclosing this information for purposes beyond the scope of this Agreement, except as specified above, without prior consent from both Parties.

3. SERVICES PROVIDED AND SCOPE

The Client hereby engages iOSoft Solutions to provide **JiPOS HOTEL ERP SYSTEM (..... PACKAGE)**. iOSoft Solutions, possessing the necessary professional skills, expertise, and technical resources, agrees to deliver this solution in accordance with the terms of this Contract. The purpose of this solution is to address the operational gaps within the Client's business and enhance efficiency.

iOSoft Solutions commits to the following services:

- 1. Deployment of the software on its servers.
- 2. Provision of access and support to the Client.
- 3. Delivery of a minimum of 2 days of training and continuous support.
- 4. Supply of software manuals to the Client.
- 5. One-time bulk data upload.
- 6. Ongoing software maintenance.

4. TIMELINES

The deployment of the system and bulk data upload will be completed within 1 day. Following this, the Client will review the data and communicate any discrepancies to iOSoft Solutions or adjust/edit accordingly. Both Parties acknowledge the importance of timely collaboration during the system roll-out and Training of Trainers (ToT). The ToT activity will take place within the same 1-day timeframe or be extended to the second day following system deployment. The Client is responsible for furnishing a list of trainees who will be trained to educate other members of their staff on the software usage.

5. FINANCIAL TERMS

In consideration of the services provided, the Client shall remit a total payment of **Kes** (**for ... branches**) to iOSoft Solutions for the software purchase, deployment and training. Payments are to be made through M-Pesa Paybill No: 4096539, Account No: [Your Business Name] or KCB Bank Account No: 1298007968, Account Name: IOSOFT SOLUTIONS LIMITED, Branch: Hurlingham, Bank Code: 01, Branch Code: 306, Swift Code: KCBLKENX. **This quoted rates are not inclusive of VAT.** The provided offer assures the Client that the system and its modules/features will function optimally, enhancing the Client's business operations.

6. SOFTWARE LICENSE

The software license will have a standard expiration period of 12 months and will automatically renew at a fee of **Kes (for Establishments/branches)** The license fee may be subject to changes based on factors such as Government regulations, discounts, natural events, inflation, and other unforeseen circumstances. iOSoft Solutions will communicate any changes to the Client at least 3 months prior to implementation.

7. SMS NOTIFICATION

Should the Client require to utilise bulk SMS notification integration embedded in the system, the Client agrees to facilitate iOSoft Solutions with KYC documents i.e Business Registration Certificate and Company Letter Head required for **registration** of Sender ID (SID) by iOSoft Solutions. The Client understands that registration of SID is a regulation by Communications Authority of Kenya under the data protection laws and is done at a one-off fee of KES 10,500.00 per network provider (Safaricom, Telkom, Airtel). The SMS costs are KES 0.5 per SMS.

8. AUTOMATED PAYMENT INTEGRATION

In the event that the Client seeks to establish automated payment integrations within the software, it is required that a formal written notification be submitted to iOSoft Solutions. Upon receipt of such notice, iOSoft Solutions will initiate collaboration with the Client to effectively execute the requested payment integrations. The Client hereby acknowledges and consents to the terms governing compensation for these services, which are outlined below:

1. M-Pesa Payment Integrations:

Should the client need the integration of M-Pesa payment services into the software, the Client will be billed by iOSoft Solutions an amount of Kes 0.00 (for 1 Till/Paybill) for the service. iOSoft Solutions will undertake this integration exercise to facilitating a seamless connection between the software and M-Pesa payment solution. However, KopoKopo Till Integration is billed at Kes 10,000.00 if needed.

2. Bank or Card Payment Integrations (Not Compulsory):

For the incorporation of bank payment gateways or any third party payment solutions i.e PesaPal, PayPal, Chaptr, iPay, Virtual Pay or any other into the software, when required by the Client, the Client will be responsible for compensating iOSoft Solutions a sum of Kes 35,000.00 for the service. This fee may rise based on the scope of integration.

3. KRA eTIMS or Incotex Type C Integrations (Not Compulsory):

For seamless stamping of sales, invoices, and room sales, should the Client require integration with eTims (via Digitax) or the KRA Incotex Type C device, they agree to pay iOSoft Solutions a one-time integration fee of KES 18,000.00 and KES 25,000.00, respectively. Additionally, an annual maintenance fee of KES 15,000.00 applies, which is a cost passed down to the Client.

The Client acknowledges the value of these integrations and agrees to adhere to the above stipulated compensation terms.

9. SOFTWARE ACCESS AND DOMAIN REGISTRATION/SYSTEM HOSTING

If the Client lacks a registered domain name and hosting environment, iOSoft Solutions will grant system access via a designated URL. In situations where the Client hosts the software in own servers, iOSoft Solutions recommends to the Client to have ICT Contact Persons (Systems & Networks Administrator) who'll be the liaison officers to facilitate sharing of information between the two parties and assist with minor system troubleshooting from the client's side. The Systems Admin will also be responsible for Setting up and maintaining Client's servers and network infrastructure, planning for and responding to service outages or any other challenges/im-

10. TRAINING SERVICES:

After the deployment of the software and upon the Client's request, iOSoft Solutions commits to providing comprehensive system manuals to aid in the Client's effective utilization of the software. Additionally, the Client is entitled to receive two days of on-site training and unlimited online training sessions for the next 3 months. If the Client requires additional on-site training days, iOSoft Solutions will invoice the Client at a rate commensurate to the services to be offered.

11. SUPPORT SERVICES:

iOSoft Solutions shall offer support services to the Client in accordance with the below terms:

Support Hours:

Support services shall be exclusively available from 7:00 AM to 6:00 PM, Monday through to Friday, EXCLUDING **weekends** and **Holidays** observed by both parties. Support requests received outside of these hours or on holidays will be addressed during the next available support period.

Support Channels:

Support requests may be submitted through the following channels:

Email: support@iosoftsolutions.co.ke, info@iosoftsolutions.co.ke

Phone: 254 748 238 288

Response Time:

iOSoft Solutions commits to responding to support requests within 3 hours during the designated support hours. Response time may vary based on the nature and urgency of the issue.

Issue Resolution:

iOSoft Solutions will make reasonable efforts to diagnose and resolve reported issues promptly and effectively. The resolution time for each issue will depend on its complexity and severity.

12. TYPES OF SUPPORT:

Support services we do:

- Providing guidance on software usage, configuration, and best practices.
- Assisting with minor software adjustments or configurations to ensure optimal performance.

Exclusions:

The support services provided DO NOT cover:

- Customization or modification of the software beyond standard configurations.
- Issues arising from modifications made by the Client or third parties.
- Support for hardware machines or software not specified in this agreement.

Updates and Patches:

iOSoft Solutions may release software updates, patches, or bug fixes to enhance functionality and security. iOSoft Solutions is responsible for implementing these updates to the Client's software clone.

Remote Assistance:

For support issues, iOSoft Solutions may remotely access to the Client's system in order to diagnose and resolve issues more effectively. iOSoft Solutions shall ensure the security and confidentiality of any information accessed during remote sessions.

13. EXTENDED SUPPORT POLICY (NIGHTS AND WEEKEND SUPPORT)

1. Definition of Extended Support:

Extended support refers to assistance provided by iOSoft Solutions to clients outside of the normal system support period. The Extended system support period is defined as times from 6PM to 7:00AM, Monday to Friday. It's also support provided during public holidays and weekends.

2. Conditions for Extended Support:

Extended support will be offered under the following conditions:

Emergencies: In the event of critical issues or emergencies that require immediate attention to prevent system downtime or data loss.

3. Rates for Extended Support:

iOSoft Solutions extended support rates are incident based. If the Client prefers extended support, there will be charges according to the following rates:

Per Incident Charges:

Level 1 Incident: Kes 3,500.00 per incident

Level 2 Incident: Kes 5,500.00 per incident

Level 3 Incident: Kes 7,500.00 per incident

Description of Incident Levels:

Level 1 Incident: Minor issues or questions that can be resolved quickly and easily over the phone or thru' a short support ticket.

Level 2 Incident: Moderate issues that might require deeper analysis and involve multiple interactions with the client, potentially spanning a few hours.

Level 3 Incident: Severe issues that require immediate action, advanced technical skills, and sustained troubleshooting efforts, possibly spanning multiple hours or even days.

Notes:

Extended support charges apply when clients require assistance outside the regular support period.

Support time will be tracked and invoiced to the Client after the incident is looked into by iOSoft Solutions.

The Client should always refer to the applicable charges before support is initiated to avoid invoice cost-suprises.

4. Documentation and Transparency:

All extended support requests will be meticulously documented, including the issue addressed, time spent, and charges incurred. This documentation ensures transparency and provides a reference for future inquiries.

5. Review and Adjustments:

iOSoft Solutions will periodically review the effectiveness of the extended support policy, rates, and client feedback. Necessary adjustments will be made to maintain alignment with client needs and market trends.

6. Exception Handling:

In cases where clients request extended support but may be unwilling to pay, iOSoft Solutions will adhere to a predefined protocol to handle such situations professionally and ethically. Should the Client require the extended support services, the Client acknowledges and accept the terms outlined in this support policy.

Client's Name: _____

Date: _____

Authorized Signature: _____(STAMP)

14. FEATURE ENHANCEMENTS:

Recognizing the dynamic nature of software requirements, iOsoft Solutions is committed to ongoing enhancements that empower the software with new features and capabilities. These enhancements may stem from technological advancements, industry trends, or feedback from Clients. While iOsoft Solutions strives to minimize disruptions during the incorporation of feature enhancements, the Client acknowledges that these improvements might necessitate corresponding updates to training materials and documentation that might take some time to develop/complete.

15. DEFECT RESOLUTION:

In situations where defects or discrepancies within the software are identified, the Client should promptly notify iOsoft Solutions in writing, providing clear details and any relevant documentation. iOsoft Solutions will initially conduct remote assessments for resolution. If deemed necessary, a dedicated support team will be dispatched to address the issue. It is understood that the Client's familiarity with the software's scope upon deployment allows for post-deployment enhancements to be treated as change requests.

16. CHANGE REQUESTS:

Both parties comprehend that the Client's business models and operational needs may evolve over time, prompting the need for further software customizations, often referred to as "Change Requests." While iOsoft Solutions extends free support for minor updates and software defect resolution, it is agreed that change requests and third-party integrations with external software applications might involve diverse resource allocations, encompassing various skill levels.

Consequently, these endeavors may attract variable costs, reflective of the resources employed and the complexity of the requested changes. This shared understanding underscores the mutual commitment to implementing a software solution that adapts to the Client's evolving business landscape while upholding the software's performance. As such, associated costs to these change requests will be transparently communicated to the Client.

17. PERSONALLY IDENTIFIABLE INFORMATION

The Parties acknowledge and agree that in discharging its obligations under this Agreement, iOsoft Solutions may have access to extensive client's data. The client shall provide iOsoft Solutions with the data and information iOsoft Solutions requires to deliver the services. iOsoft Solutions shall employ appropriate technical and organizational measures in line with best industry practices to keep the client's data safe from unauthorized or unlawful access or processing and from accidental loss of destruction of, or damage to the data. iOsoft Solutions shall restrict the disclosure of and access to the data to those of its employees who may be required to assist in meeting its obligations under this Agreement and shall ensure that such employees have undergone reasonable levels of training in the law of data protection and in the care and handling of sensitive client's data.

18. MEETINGS & SITE VISITS

Apart from knowledge transfer or any related support, iOsoft Solutions shall organize periodic client visitations in liason with the client representatives. This will help tighten customer feedback and improve on areas not fully understood by the Client's team. If in any case holding a meeting will not be possible, iOsoft Solutions shall inform the client in prior before the time of the meeting and vice versa.

19 LAWS AFFECTING ELECTRONIC COMMERCE

In storage and use of any data and client's customers information in the system, the client agrees that he/she is solely responsible for complying with laws, taxes, and tariffs that governments enact and fix from time to time in connection with Internet electronic commerce, and shall indemnify, hold harmless, protect, and defend iOSoft Solutions from any cost, claim, suit, penalty, or tariff, including legal fees, costs, and expenses, arising from the Client's exercise of Internet electronic commerce through use of the system and storage of other persons data. The Client further agrees that all the information appearing on the trading documents generated from the system, at the beginning and during the entire use of the system, reflects the accurate and approved Client's company details.

20. INTELLECTUAL PROPERTY

iOSoft Solutions agrees that any intellectual property provided by the Client will remain the sole property of the Client, including (but not limited to) copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, Confidential Information, or trade secrets. Also, it's upon the Client to verify own data as captured in the system before starting to use it.

21. RESPECTFUL COMMUNICATION AND CONSIDERATION:

Both parties acknowledge and agree that effective communication and collaboration are essential for the successful implementation of this agreement. Throughout the duration of this agreement, both parties shall engage in respectful and open communication, taking into consideration each other's ways of work, beliefs, and respect to individuals involved.

Furthermore, both parties shall refrain from engaging in any form of communication or behavior that is disrespectful, discriminatory, or offensive with regard to the other party's culture, beliefs, practices, or individuals' personalities. Both parties shall ensure that their representatives involved in the execution of this agreement adhere to these principles of respectful communication and consideration.

This clause is intended to promote a professional and collaborative working relationship between the parties, fostering an environment of mutual respect and understanding.

22. NOTICES AND AMENDMENTS

All notices shall be made in writing and delivered to the address indicated on this agreement unless the party giving any such notice has been notified, in writing of a change of such address. The Parties agree that any amendments made to this Agreement must be made in writing and signed by both Parties to this Agreement.

23. SYSTEM ACCESS

iOSoft Solutions shall, at the end of the second month upon system deployment delete any access account used by iOSoft Solutions team to train and support the Client's team. Any further access into the Client's Software must, therefore, be first granted by the Client.

24. FORCE MAJEURE

iOSoft Solutions shall not be held responsible for any delays in, or failure or suspension of service cause by mechanical or power failure, strikes, labour difficulties, fire, new government laws, earthquakes, inability to operate or obtain products and services, unusual delay in transportation, act of God, or other causes reasonably beyond the control of iOSoft Solutions.

25. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and both the parties agree that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement. The terms and conditions of the Agreement supersede those of all previous agreements, if any, between the parties with respect to the subject matter of this Agreement.

26. TERMINATION

It is the intention of both parties to form a long and mutually profitable business relationship, however, this Agreement may be terminated if the following occurs:

1. This Agreement will be terminated if one of the Parties breaches this Agreement. More specifically, it will also be terminated if one of the Parties breaches a condition set forth in this Agreement without amending it by providing written notice to the other party 60 days prior to terminating the Agreement.

2. This Agreement can be terminated at any given time by providing written notice to the other party 60 days prior to terminating the Agreement. On termination with notice, the Client shall be subjected to pay to iOsoft Solutions expenses accrued and iOsoft Solutions shall facilitate the Client with all information databases & related information in possession of the iOsoft Solutions.

27. DISPUTE RESOLUTION

Any disputes arising from or related to the deployment of the software shall be resolved through amicable negotiation between the parties herein. If such negotiations fail, the dispute shall be submitted to mediation under the rules of the Chartered Institute of Arbitrators, Kenya Branch. If mediation is unsuccessful, the dispute shall be referred to and finally resolved by arbitration in Nairobi, Kenya, in accordance with the Arbitration Act of Kenya. The language of the arbitration shall be English, and the decision of the arbitrator shall be final and binding.

28. REFUND POLICY

A full refund may be given if the software implementation has not been started or if change requests/customizations as requested by the client has not been started. No refund is given if the change requests/customizations as requested by the client has been started or software has been deployed either on client’s server or iOsoft Solutions’ servers.

29. SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions set forth in this Agreement. This agreement is demonstrated by their signatures below:

IOSOFT SOLUTIONS:

Company seal or stamp:



CLIENT REPRESENTATIVE:

Name:_____

Title:_____

Signature:_____

STAMP

In witness of (iOsoft Solutions’ Legal Agent)

Name.....Date.....Signature(Stamp).....