

This Product Maintenance and Development Agreement (the "Agreement") is made and entered into on 5th November 2024, by and between Client Company, with its principal office located at Chandaria Innovation Center, Kenyatta university-Main Campus 1st floor. ("PsychX Limited"), and Fiona Wekulo of ID Number: (ID NUMBER) and Phone Number: (PHONE NUMBER).

1. PURPOSE

This Agreement sets forth the terms and conditions under which Service Provider will provide maintenance and development services for Client's product, PsychX. From 5th November to the second Quarter of 2025 (30th June 2025.)

2.SCOPE OF WORK

2.1 Maintenance Services

Service Provider will provide the following maintenance services:

- Bug Fixes: Identification and resolution of product issues within agreed response times.
- Performance Monitoring: Regular performance checks and optimization as needed.
- Security Updates: Patching security vulnerabilities and implementing necessary updates.
- Routine Updates: Version updates to ensure compatibility with current systems.

2.2 Development Services

Upon Client's request, Service Provider will provide development services, including:

- Adding new features, customizations, or major updates.
- Larger updates or enhancements based on mutual agreement and approval from the Client.
- Streamlining the user experience on existing features.

2.3 Exclusions

This Agreement does not cover major Implementations, unrelated third-party integrations, or any out-of-scope work not explicitly agreed upon.

3. DELIVERABLES

Service Provider agrees to provide the following:

- Updated Product Versions: Timely release of updated versions as issues or updates are resolved.
- Release Notes: Documentation of updates, fixes, and improvements.



4. TIMELINES AND AVAILABILITY

- **Maintenance Response Time:**
 - **Critical Issues:** Response within 4 hours, resolution within 24 hours.
 - **Minor Issues:** Response within 24 hours, resolution within 7 business days.
- **Development Timeline:** Upon project approval, the timeline for deliverables will be agreed upon based on the scope of work.
- A list of deliverables will be provided one a month with timelines on this excel sheet to be updated on a weekly basis.
- A Check-In Call once in every 2 weeks. The second and last Friday of the month.

5. PAYMENT TERMS

- **Remuneration:** Both parties agrees to a maintenance fee of KES. 10,000 per month, invoiced on the 28th of each month.
- **Payment Due Date:** Payment is due within 2 days of the invoice date.

6. INTELLECTUAL PROPERTY RIGHTS

- All work, including updates and developments made for PsychX Limited, is the property of the Client.

7. CONFIDENTIALITY AND DATA PROTECTION

- Service Provider agrees to protect all confidential information shared by Client and comply with applicable data protection regulations, including GDPR, where applicable.

8. TERMINATION

- **Termination for Convenience:** Either party may terminate this Agreement with a 30-day written notice.
- **Termination for Cause:** Immediate termination may occur if either party materially breaches this Agreement.
- **Effect of Termination:** Upon termination, Service Provider shall provide all documentation, code, and data to Client within 10 business days.

9. WARRANTY AND LIABILITY

- **Warranty:** Service Provider does not warrant that the product will be uninterrupted or error-free but will make best efforts to maintain and improve its performance.
- **Liability:** Service Provider is not liable for any indirect, incidental, or consequential damages.



10. DISPUTE RESOLUTION

- **Mediation/Arbitration:** Any disputes arising out of this Agreement will first be attempted to be resolved by mediation. If unresolved, the matter shall be submitted to binding arbitration in Kenya.

Governing Law: This Agreement shall be governed by the laws of Kenya.

11. AMENDMENTS

- No amendment or modification to this Agreement will be effective unless in writing and signed by both parties.

12. ENTIRE AGREEMENT

- This Agreement constitutes the entire agreement between the parties and supersedes any prior discussions or agreements.

SIGNATURES

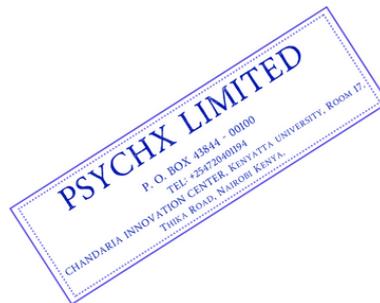
Client Company: PSYCHX LIMITED

Signature: _____

Name of Company Representative: FREDA MUTUNE

Title: CO- FOUNDER AND CTO

Date: 5/11/2024



Name of Service Provider

Signature: _____

Title:

Date:

