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Registered in Nigeria No. RC983458. TIN No. 14553912 - 0001

TERMS OF SERVICE AGREEMENT

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TERMS OF SERVICE AGREEMENT

This Service Agreement for Application Hosting, Asset Survey & Support (Agreement) is between Codub Services Limited (a company registered in Nigeria under number RC983458 whose registered office is at 2nd Floor, Plot 5 Chief Yesuf Abiodun Street, Victoria Island, Lagos, Nigeria (the “Company”), and the party specified in the application/Purchase Order form (the “Customer”).

WHEREAS

(A) The parties have agreed that the Company should provide Services to the Customer on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

“Company” means Codub Services Limited.

“Confidential Information” includes the existence and contents of this Agreement and any other agreement or arrangement contemplated by this Agreement; information of whatever nature concerning the business, finances, assets, liabilities, dealings, transactions, know-how, customers, suppliers, processes or affairs of the other party; and

“Contract” means the contract between the company and the customer to perform the services to which these terms and conditions apply.

“Customer” means the person or company named as such on the Quotation / Order Confirmation or contract.

“Estimate” means the written evaluation of potential cost that is given to the customer in respect of the supply of the services to which these terms and conditions apply.

“Force Majeure” means any event outside the reasonable control of the person affected by it.

“Intellectual Property Rights” means all current and future legal and equitable interests in trade marks, service marks, inventions, patents, registered designs, utility marks, domain names, trade and business names, applications for any of the foregoing, copyrights, unregistered designs, inventions, confidential information, know-how and database rights (whether registered or not) including all extensions and renewals and the goodwill attaching to any of them and applications for any of them and any right or form of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.

“Law” means all and any relevant directive, statute, statutory provision, regulation, code of practice, decision of a competent tribunal, licence, consent or permit or any other public instrument which is binding on a party.



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“Liability” means any liability, whether under statute or in tort (including, but not limited to, negligence), contract or otherwise and “Liable” shall be construed accordingly.

“Quotation” means the written statement of cost and time scales that is given to the customer in respect of the supply of the services to which these terms and conditions apply.

“Services” means the services set out in the Quotation / Order Confirmation or Contract.

“VAT” means value added tax.

“Working Day” means any day (excluding Saturday, Sunday and any public holiday in Nigeria.)

“Work Scope” means the document defining the complete scope of work / services to be carried out by the company during the entirety of the project as specified by the customer, to include either a quotation or estimate of cost, that is given to the customer in respect of the supply of the services upon which are endorsed these terms and conditions of trading, Quotations, Creation of and Terms of Contract.





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2 TERMS AND CONDITIONS

The initial term of all Application Hosting Service Agreements will be a minimum of twelve (12) months. The initial term of this Agreement begins upon commencement of service or go-live date.

This Agreement shall continue in force for twelve (12) months, as applicable, from and after the commencement of service or go-live date, and shall automatically renew for successive twelve (12) month terms, as applicable, unless terminated as provided in section 10 of this agreement.

All work scopes including quotations or estimates made by the company to the customer will be deemed to be subject to these terms and conditions of trading.

The company reserves the right to refuse any orders or contracts without prior notice.

All quotations and estimates made by the company to the customer shall be valid for thirty days from date of issue.

All quotations and estimates are subject to VAT at the prevailing rate on the date of invoicing. All quotations and estimates are subject to job related expenses incurred during the entire scope of the project.

While every effort will be taken to inform the customer in advance, the company reserves the right to increase the price quoted for a service if the costs increase between the date of issue of the quotation and date of issue of the invoice. Payment terms require settlement of invoices within 30 days from the invoice submission date. For hosting services, invoices will be submitted a month in advance. All reasonable costs of collection of overdue fees are at the expense of the Customer including, but not limited to, attorney fees and collection agency charges.

A contract on these terms may be created between the company and the customer upon receipt of the signed work scope / order confirmation by the company from the customer by a means acceptable to the company or a request from the customer to the company, by any acceptable means, to begin processing. It shall be taken that by sending their data to the company the customer is accepting in full the company's terms and conditions of trading. The contract represents the entire agreement between the parties in relation to the services provided and supersedes all previous written or oral communications.

3 CHANGE MANAGEMENT

Any additions or deletions to the Services may be made only upon advance written agreement of the Parties. Any work in addition to the Services set forth, shall be paid for at the price agreed upon by the Parties in writing. Neither Party shall assign this Service Agreement, or its rights hereunder, to any other party without the other Party's prior written consent, and Contractor shall not delegate any of its duties hereunder, except to subcontractors approved by Owner in advance. Contractor shall be liable and responsible for the work of all of its subcontractors to the extent that such work constitutes Services.

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4 APPLICATION HOSTING SERVICE LEVELS

The company sees these Service Level Agreements (SLA's) as indispensable to providing great service and a sound relationship between us and our Customers.

Normal Service Hours

1. Normal business hours are [9:00 am] to [5:00 pm] [Monday through Friday] Nigerian time
2. After-hours and emergency service is available at an hourly rate premium for Customers. (Contact The company for specific details)

Responsibilities

The company Service Responsibilities to Customers with Support Agreements for Managed Hosting Services and Application Support Services:

1. **Managed Hosting Service.** The company will provide assistance with supported applications described in the Service Order Form(s). This assistance includes the following services unless otherwise stated in the Service Order Form.
 - o Hardware monitoring reporting and administration
 - o Bandwidth reporting
 - o Security event reporting
 - o Server hardware monitoring reporting and administration
 - o Network device uptime monitoring
 - o Port monitoring
 - o Network administration
 - o Microsoft Windows administration
 - o OS Service Pack application
 - o Security Patching
 - o Backups (Optional extra cost)
2. **Application Managed Service.** The company will provide assistance with supported applications described in the Service Order Form(s). This assistance includes the following services unless otherwise stated in the Service Order Form. This service depends entirely upon remote access to the servers and devices identified in the Service Order Form by The company or her business partners' staff:
MAXIMO or Maintenance Connection System Administration Support will cover the following areas:
 - o Web Server monitoring (where the web server is accessible remotely over the Internet)
 - o Application restarts
 - o Application monitoring
 - o User Administration
 - o Patching and Security updates to web server and application server (Note: this does not include application upgrades)
 - o Service Pack application
 - o Report Deployment

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Database Administration Support will cover the following areas:

- Memory usage monitoring and reporting)
- Table Space and Data File sizing and monitoring
- Optimal SGA configuration
- On-line Backup monitoring with recovery to any point in time
- Database Tuning
- Schema configuration assistance
- User Management Assistance
- Connectivity monitoring
- Patching
- Management of Undo and Roll-back Segments
- Management of Indexes
- Fragmentation Monitoring
- Batch Data Loading (Optional Extra Cost)

3. **Ticket System.** The company will provide and maintain an electronic system (Ticket System) enabling the Customer to raise reports. The Ticket System can be accessed through the company's customer portal at support.codubconsulting.com or via email at support@codubconsulting.com . Customer Contacts will be issued with a secure user login id and password. Once a ticket is created an email will be sent to our technical team immediately and you the customer will also receive an acknowledgement email. Also, an email will be sent to you as the ticket is updated till completion. The response time will be agreed with you and defined in your Service Level Agreement (SLA).

Our standard response times are:.

- Severity 1: Business Halted e.g. system crash [Up to 2 hours]
- Severity 2: Business Impacted e.g. system available but missing key functionality [Up to 4 hours]
- Severity 3: Non-Critical/Minimal Business Impact e.g. error message with workaround, missing data [Within 1 business day]
- Severity 4: Service / Enhancement Requested e.g. How To questions, data assistance requests [Within 2 business days]

4. **Dedicated Project Manager.** Customer will be assigned one main contact person at the company.

5. **Normal Response Time.** The company will respond to requests entered through the Ticket System within 8 hours during normal business hours (WAT). After-hours requests will be responded to within 12 hours [Monday through Friday] and 48 hours [Saturday through Sunday].



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- 6. Access to networks belonging to the company or business partners and contractors.** Customer will have access to the company's or her business partners' networks for project work.
- 7. Access to the company's business partners and contractors.** Customer will have access to the company's contractors and vendors or specialty contractors and vendors for project work.
- 8. Annual IT Audit.** The company will provide Customer with an Annual IT Audit assessment and report provided they have signed up to the company's Continuous Support Program.

Scope of Services for Application Hosting

1. The company's Ticket System is the Customers' main point of contact for all systems on the network.
2. If the company is unable to remedy a problem, the company will inform the Customer and then work with the appropriate outside vendor until a resolution is reached. Customer understands that additional expenses may be incurred when an outside vendor is brought in to solve a particular problem and agrees to reimburse the company for any such expenses plus a 15% management fee.

Standards of Professional Conduct

The company agrees to treat Customer and Customer's employees with respect at all times, especially during times of business crises. In return, the company expects the same treatment from Customer and Customer's employees for The company's employees, contractors and vendors.

Peak Demand Periods

1. Customer recognizes that The company's employees and contractors are not full-time employees of the Customer and at no time should be treated as such.
2. The company will make its best efforts to respond to the Customer's needs within the time frame stated above.
3. Customer understands that there may be occasional times of peak demand when The company is forced to have to make extremely difficult decisions and triage Customer's needs according to the severity of business impact.

Loss of Service

The Customer recognizes that the company makes every attempt to select the most reliable systems and understands that unless Customer has an unlimited IT budget, it is impossible for the company to guarantee zero downtime. This SLA is based on the company's best efforts, within the Customer's IT budget, to keep Customer's system up and running efficiently and cost-effectively.

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5 OBLIGATIONS OF CODUB SERVICES LTD

In consideration of the customer paying sums due to company under the contract the company will:

- Perform the service(s) specified in the work scope on the input provided.
- Send the output and carry out the customer's instructions regarding input provided.
- Archive the output for a period of 30 days, commencing from the date of dispatch of the output to the customer, or any other period that has been agreed in writing between the parties.
Customer data will be backed up during normal backup procedures.

6 THE SCOPE AND LIMITATIONS OF ASSET SURVEY

The end goal of all asset surveys is to provide an asset register for all our clients. All asset condition surveys carried out by the company is usually for a professional visual non-intrusive survey of the Mechanical and Electrical (M&E) assets and excludes catering or any other type of assets. The survey also does not include any underground assets or below ground drainage.

We will report on the general condition and state of repair of the asset based on a visual inspection only. Our visual inspection will include all M&E assets, which are reasonably accessible and exposed at the time of the survey. Heavy equipment/asset/furniture will not be moved and where this is necessary, we will ask the client to make provision for access to the item in question.

No part of the structure will be opened up unless specifically instructed, in writing, by the Client. This survey does not include any operational or functional testing of any asset. The survey also does not address any asset performance or overall design. The survey is an overview and reflects only the condition of the asset at the time of the survey.

The information contained within any report is compiled in response to instructions using the normal good standards in the building services industry. Also, the report is for the purposes of the addressee only and consequently, the company cannot accept any third party liability for the whole or any part hereof.

7 THE CUSTOMER'S OBLIGATIONS

The customer shall provide the company with input data in a format and by a means acceptable to the company. If the customer fails to do this the company may, at its own discretion correct the data at its own expense or (subject to prior notification to the customer) at the customer's expense.

The customer shall clearly define any instruction with regard to the processing of the input.

8 COPYRIGHT, DATA PROTECTION AND CONFIDENTIALITY

The use of data supplied by the company and its suppliers are subject to various restrictions including but not restricted to:

- The Customer must not use the data for any unlawful purpose or any purpose likely to bring the company or its suppliers into disrepute.
- Storage of the data by the customer must comply with the Data Protection Act.

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- The customer must not disclose copy or distribute to any third party any portion of the data supplied by the company and will only use the data for their own internal purposes.
- Each party will keep confidential all information or lists belonging to the other party and will not disclose it to any third party unless instructed to do so in writing by the other party.
- Codub is obliged to alert the client as soon as possible once it is discovered that any confidential data may have been obtained or accessed by a third party without the agreed authorisation process.

9 LIABILITY

The Company will carry out the services with reasonable skill and care.

The company's liability to the customer for any breach of this contract, negligence, misrepresentation or otherwise shall be limited to the price payable by the customer under this contract. In no circumstances shall the company be responsible for any consequential loss, however incurred, including without limitation loss of profit, business or anticipated saving.

For any changes, agreed by the customer, outside of the signed specification, the company reserves the right to change any agreed schedules and charges agreed under the contract.

Whilst every effort is made to ensure the accuracy of the data, the company cannot, in any circumstance, accept liability for any loss, inconvenience or damage (including loss of profits) occasioned by any error in the data.

The company cannot accept liability for any loss, inconvenience or damage (including loss of profits) occasioned by any error in the data resulting from inaccurate data provided by our business partners.

10 CARRIAGE, DELIVERY AND INSURANCE

The customer is responsible for the delivery of the input to and for the collection of the output from the company's premises. Transport arranged by the company on the customer's behalf shall be at the customer's risk.

Proof of sending does not constitute proof of receipt.

Unless otherwise agreed, while in the possession of the company, all input and output materials shall be deemed to be held at the customer's own risk. The customer should arrange insurance cover accordingly.

In the absence of a written agreement to the contrary, any delivery date quoted is an estimate only. All time scales quoted shall commence on completion of receipt of data and complete once output data commences transmission. The company shall not be liable for any loss resulting from delay in delivery however caused.

Without prejudice to these terms and conditions of trading, the company will accept no liability for failing to meet delivery dates quoted, where the input has not been delivered to company in sufficient time or does not conform to the requirements of the contract or if the company is prevented from processing the



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input by circumstances beyond its reasonable control including but not restricted to restrictions on the supply of energy, national emergencies, strikes, lockouts, trade disputes, fires, machinery or equipment breakdowns or staff shortages.

11 GENERAL CONTRACT TERMS AND TERMINATION

Application Hosting Renewal Term

In the event neither Party gives written notice to the other Party at least sixty (60) days prior to the end of the Initial Term or to any anniversary thereafter of the end of the Initial Term, this Service Agreement shall be renewed for an additional one year period (the “Renewal Term(s)”), subject to either Party’s right to terminate as set forth herein (the Initial Term and Renewal Term(s), if any, collectively, the “Term”).

Application Hosting Termination by Notice

Upon the expiry of 12 calendar months from the commencement of service or go-live date, either party may terminate this Agreement upon ninety (90) days advance written notice, to the other Party. Agreements interrupted by the customer during the second year will result in a charge of three times the monthly fee. Failure or forbearance by a Party to terminate this Service Agreement upon any breach by the other Party hereunder shall not constitute a waiver of such breach on that occasion or upon the occurrence of a similar breach on a future occasion.

Application Hosting Termination for Cause

Both Parties shall have the right to terminate this Service Agreement for cause upon thirty (30) days advance written notice to the other on the occurrence of any of the following:

- i) a failure by the other to remedy a material breach of this Agreement within 30 days of notice from the non-defaulting party specifying the breach and requesting it to be remedied;
- ii) in the event of either party being wound up, or have a receiver or administrator appointed over any of its assets who remains in possession of those assets for more than 14 days, the other party may (without prejudice to any other remedy or right of action it may have) forthwith terminate the contract by written notice to the other party.

Consequences of Termination

Termination or expiration of this Agreement shall be without prejudice to either party's rights or remedies accrued prior to the date thereof.

On the termination or expiry of this Agreement, any service provided by the company to the customer in excess of that specified in the work scope shall be subject to additional charge and will be performed as soon as reasonably practical.

The Company will deliver to the Customer or to any person designated by the Customer at the cost and expense of the Customer copies of all archived data so long as the company has received final payment for all services provided.

For all application hosting, all software licenses are non-transferable and are owned by Codub Services Ltd. or her business partners.



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Force Majeure

Neither Party shall be held responsible nor be deemed to be in default under this Service Agreement by reason of any delay in performance or failure in performance of any of their respective obligations to be performed hereunder (other than an obligation to make payments) if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of God, strikes, lockouts, riots, insurrections, civil disturbances, sabotage, embargoes, blockades, acts of war or terrorism, acts or failures to act of any governmental or regulatory body (whether civil or military, domestic or foreign), governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes or other natural or man-made disasters, and all occurrences similar to the foregoing (collectively, "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent that such obligations relate to the performance so prevented, restricted, or interfered with); provided that the Party so affected shall use its best efforts to avoid or remove such cause of non-performance and to minimize the consequences thereof and such affected Party and the other Parties hereunder shall resume performance hereunder forthwith upon removal of such cause.

All aspects of this contract shall be governed by Nigerian law.

THIS AGREEMENT is made between:

1. _____ (Company No. _____), (**Purchaser**)
- AND
2. **Codub Services Limited** (RC No. RC983458) (**Contractor**)

THIS CONTRACT is executed on the _____ day of _____ 201_.

SIGNED for and on behalf of

Name of **Purchaser** (print)

SIGNED for and on behalf of Codub Services Ltd.

Name of **Contractor** (print)