SCHEDULE 1

SCOPE OF THE SERVICES

The scope of this Agreement shall within the term agreed by the parties therein include the following below:

- 1. VFD Tech shall establish and maintain an organization process to provide support for the platform to customers. The support services anticipated in this Agreement shall include.
 - a. Diagnosis of problems or performance deficiencies of the platform and
 - b. A resolution of the problem or performance deficiencies of the platform.
- 2. VFD Tech shall provide telephone software support on a business day basis. For the purpose of this Agreement, Business Day is defined as 9:00 AM through 5:00 PM WAT, excluding holidays and weekends. In addition, VFD Tech will provide an email-based support system.
- 3. VFD Tech shall use its best efforts to cure, as described below, reported, and reproducible errors on the platform. VFD Tech shall utilizes the following service types and severity levels to categorize, and handle reported problems:

Support Tiers

S/N	SERVICE TYPES	DESCRIPTION AND COVERAGE
1.	Clause A	Services will be provided at a fixed monthly rate. Customer will have 10 hours per month of support services, as part of the package. Not used hours can not be rolled out to any upcoming period or contract. Service will be provided during commercial hours, and assignments will be managed by VFD Tech.
1.	Clause B	Services will be provided at a fixed monthly rate. Customer will have 40 hours per month of support services, as part of the package. Not used hours can not be rolled out to any upcoming period or contract. Service will be provided during commercial hours.
2.	Clause C	Customer will have direct access to the lead PM. Services will be provided at a fixed monthly rate. Customer will have 100 hours per month of support services, as part of the package. Not used hours can not be rolled out to any upcoming period or contract. Service will be provided during commercial hours.

4. For the purpose of this Agreement and to ensure the performance of its Obligations in this Agreement, the following shall be the supported services to be provided by VFD Tech:

On-demand tasks:

- a. Respond to any incident related to the THE CLIENT
- b. Keep the client informed of any progress and ETA
- c. Participate in the troubleshooting efforts to restore the service
- d. Provide a report and when possible, a root cause analysis for any major incident
- e. Analyze and provide an estimate to any change request and possible impact
- f. User support on knowledge gaps

Reporting incidents

This can be through the following methods

- a. E-mail to the dedicated support
- b. Service desk
- c. Phone calls depending on the severity and client tier package
- 5. In accordance with the scope of this Agreement, VFD Tech shall provide the services anticipated in this Agreement in accordance with the priority grouping table below:

Incident Priority Level	Description	Support	Timeframe
Priority 1- Critical Impact	The impact of the reported deficiency is such that the customer is unable to either use the platform or reasonably continue work using the platform. Examples: Authentication issues (Inability to login)	Response within an hour of notification Resolution during business hours in line with client's clause profile until an acceptable resolution is achieved	Mondays to Fridays office hours (9 am to 5 pm)
Priority 2 – Significant Impact	Important features of the platform are not working properly and there are no acceptable, alternative solutions. While other areas of the Software are not impacted, the reported deficiency has created a significant, negative impact on the customer's productivity or service level. Examples:	Response within 2 business days of notification Resolution during business hours in line with client's clause profile until an acceptable resolution is achieved	Mondays to Fridays office hours (9 am to 5 pm)

	Impact on core business activities (inability to subscribe to/ purchase a product)		
Priority 3- Some Business Impact	Important features of the platform are unavailable, but an alternative solution is available or non-essential features of the platform are unavailable with no alternative solution. The customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. Examples Platform UI anomalies, text corrections e.t.c	Response within 3 business days of notification Resolution during business hours in line with client's clause profile until an acceptable resolution is achieved	Monday to Friday office hours (9 am to 5 pm)
Priority 4 – Minimal Business Impact	Customer submits a platform information request, platform enhancement or documentation clarification which has no operational impact. The implementation or use of the platform by the Customer is continuing and there is no negative impact on productivity. Examples New features and feature enhancements Please note that cost implementation for enhancements and new features are not part of the service cost. Implementation to be done for these types of requests would be scoped upon receipt of the request and a bill would be issued separately for approval, before commencement.	Response within 1 business week of notification	Monday to Friday office hours (9 am to 5 pm)

SCHEDULE 2

PRICING AND TERMS OF PAYMENT

Service Type	Hours Included	Cover	Dedicated Team	Fixed Monthly Fee (N)	Outside package hour (N)
Clause A	10	Commercial hours (8am to 5pm)	No	110,000	13,000
Clause B	40	Commercial hours (8am to 5pm)	No	260,000	8,500
Clause C	100	Commercial hours (8am to 5pm)	No	470,000	6,700

1. Terms of payments

- a. Clause band monthly fee- 100% at the start of each period
- b. Surplus hour- 100% due invoiced at the end of the month
- c. The quote does **not include** logistics such as air tickets, full accommodation, meals and local transit costs in case of On-Site work needed/ required
- d. We are available to discuss this agreement with you at any time. Once the terms of the project set out in this agreement have been ratified, they will remain effective for a twelve (12) month period or until the agreement is replaced. Please confirm your agreement to the terms of this project by signing and returning to us

2. Other considerations

- a. Amount quoted herein is excluding any withholding tax.
- b. All payments to be made under this proposal shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees, and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law.
- c. This proposal has validity for 30 days.