

Contract # 0

Provision of paid services

Almaty city

00.00.0000

Service provider name

и

Customer name, hereinafter referred to as "Client"

jointly named as "Parties", separately named as "Party", enter into a present contract on provision of paid services (hereafter called as "Contract") stated below.

1. CONTRACT SUBJECT

1.1. The Client wishes to be provided, and the Service Provider agrees to provide the following services:

#	Service name	Unit	Price, USD	Quantity	Sum, USD
1	Software development for	Service	0	1	0
Total:				1	0

1.2. The scientific, technical, economical and other requirements to the Services are contained in the Appendix #1 "Calendar plan" and they are an integral part of the Contract.

1.3. The names and execution periods for Services' implementation stages are defined in the Appendix #1 "Calendar plan".

1.4. The Service Provider shall commence the provision of the Services specified in the Contract the following day after the Client completes two following conditions:

- Transference of prepayment by the Client. The exact amount of the prepayment is specified in clause 3.2 of the Contract.
- Reception by the Service Provider of the original or scanned copy of the Contract signed by the Client.

1.5. The Services are considered fulfilled after the Client is being presented with an "Acceptance certificate" by the Service Provider.

1.6. This Contract signed and sealed by both Parties including the scanned versions of documents of "Acceptance certificate" and "Invoice" that have been sent by one of the Parties by e-mail to the other Party, have full legal force and effect.

1.7. Original versions of documents signed by Client (Contract and Acceptance certificate) must be sent to the Service provider within 7 (seven) calendar days from the date they are received by Client, in case Client is located in Almaty. For other cities, documents are sent to Service provider via mail within 30 (thirty) calendar days.

1.8. The Services are performed at the Service Provider's location. Program installation, full instruction of the Client's employee and other types of work are provided via the Internet.

2. RIGHTS AND OBLIGATIONS

2.1. The Service Provider is obliged:

- 2.1.1. to deliver the work in accordance with the "Calendar plan";

2.2. The Service Provider has the right:

- 2.2.1. to transfer the developed product or any related data to the third parties without the Client's approval, under condition of keeping the Contract 's confidentiality.

2.3. The Client is obliged:

- 2.3.1. to pay the amount of money specified under the conditions covered by the Contract to the Service Provider;
- 2.3.2. to provide assistance to the Service Provider during the process of work execution in the volumes and upon the conditions covered by the Contract;
- 2.3.3. to coordinate the results of delivered work (work stages) with the Service Provider;
- 2.3.4. not to transfer the developed product to the third parties without the Service Provider's written approval.
- 2.3.5. to get acquainted and sign the Appendix #2 "Service instruction" that is an integral part of the Contract.

2.4. The Client has the right:

- 2.4.1. to use the developed software for unlimited time period;

3. PRICE AND PAYMENT PROCEDURES

3.1. The price for the provision of the Services on the Contract is	0
3.2. The Client assures to pay the Service Provider	
As a prepayment	Not less than 50% of total payment. 100% of price of service hours.
that is in total	0

3.3. The price is defined based on the Contract.

3.4. The payment for the provided services is transferred to bank account of the Service Provider.

3.5. The Client within 7 (seven) calendar days from the date of the Contract signing transfers to the Service Provider the prepayment, specified in the clause 3.2 of the Contract.

3.6. After receiving "Acceptance certificate" and "Invoice" (including their scanned versions sent by email) the Client is obliged to pay the rest of the sum under the conditions of the Contract within 7 (seven) calendar days.

3.7. Additional expenses not covered by the Contract, including bank transfer fee, are covered by the Client.

4. DELIVERING AND ACCEPTING THE PROVIDED SERVICES

4.1. Acceptance and evaluation of the work delivery are defined in accordance with "Calendar plan".

Client

(signature and stamp)

Service provider

(signature and stamp)

- 4.2. The documentation required to be delivered by the Service Provider to the Client on the definite work stages and upon completion of the Contract is defined by “**Calendar plan**”.
- 4.3. On work completion, the Service Provider provides the Client with “**Acceptance certificate**” with appendix documentation covered by “**Calendar plan**”.
- 4.4. The Client is obliged to accept the work within 7 (seven) calendar days from the day of receiving “**Acceptance certificate**” (including its scanned version sent by e-mail) and the documents mentioned in the clause 4.2 of the Contract, and to submit the signed “**Acceptance certificate**” or the motivated non-admittance of work delivery to the Service Provider. The complaints on the work executed by the Service Provider within the frames of bought service hours and on the basic functionality of program will not be accepted.
- 4.5. In case of the motivated non-admittance of work delivery by the Client both Parties make a bilateral act that contains a list of necessary modifications and their execution periods.
- 4.6. The Client receives only the program (executable EXE-file) without source codes.

5. PARTIES RESPONSIBILITIES

- 5.1. In the event of non-fulfillment or improper fulfillment of obligations arising from the Contract and in connection with it, the Parties shall be liable in accordance with the legislation of the Republic of Kazakhstan.
- 5.2. In case of the breach of clause 3.5 the Service provider is entitled not to provide services covered by the Contract and the Contract is assumed to be canceled.
- 5.3. In case of finding the mistakes in the individual modifications within **1 (one)** month after signing “**Acceptance certificate**” The Service Provider is obliged to correct them without additional charge within **10 (ten)** calendar days upon the Client’s demand. The work is provided remotely (by telephone or internet).
- 5.4. In case of the breach of clauses 1.7, or 3.6, or 2.3.4 of this Contract the program will automatically stop working. If the Client does not sign “**Acceptance certificate**” or does not send the signed “**Acceptance certificate**” the analogous measures will be undertaken.
- 5.5. In case of unforeseen events (force majeure) that cannot be liable for both parties the Parties in their actions rely upon the legislation of the Republic of Kazakhstan.
- 5.6. In case of procedural or property disputes, the Parties take possible measures to resolve the disputes arising through negotiations. If it is impossible to resolve disputed issues in the negotiation process, disputes shall be considered in the judicial authorities of the Republic of Kazakhstan in the city of Almaty.

6. ADDITIONAL CLAUSES

- 6.1. Intellectual property rights on the developed software, its algorithms and data belong to the Service provider. The Service provider is entitled to collect any statistics.
- 6.2. While addressing the Service provider the Client must have the paid service hours. Otherwise, it is possible that the Client’s request may be refused.
- 6.3. If the Parties agree on the departure of the Service Provider’s employee to the Client within the city of Almaty, 1 (one) hour of service hours acquired by the Client are additionally charged to the trip itself.
- 6.4. The service hours obtained by the Client are written off by the Service provider. The quantity of the time written off is not applicable for discussions with the Client or any third party. The customer can view the statement of the spent and remaining hours on the Service provider’s website. By the “**Acceptance certificate**”, the service hours are closed immediately.
- 6.5. After the Contract is signed by both Parties all the preliminary negotiations and mailing on the matters regulated by the Contract lose the legal force and effect.
- 6.6. The Client is aware and agrees that the work of certain parts of the program may require additional configuration, equipment, additional costs.
- 6.7. The Contract can be canceled before the expiry dates upon the written approval of both Parties or in unilateral manner if one of the Parties refuses to comply with this Contract upon the written notification of the other Party not later than 15 (fifteen) calendar days before the dates of work delivery defined by this Contract. The Parties shall conduct mutual settlements within 1 (one) month from the date of termination of the Contract.
- 6.8. In case of work cancellation initiated by the Client or in case of any other circumstances the amount of money paid by the Client will not be returned in full volume and the services are considered provided by the Service provider for the full amount of money defined by this Contract.
- 6.9. The Contract was prepared in English in two copies that obtain equal legal power for each of the Parties.
- 6.10. The developed software can be installed on a limited number of computers. The number of computers should not exceed the number of paid users of the program. An individual license will be issued for each computer. If the work is organized using Windows Remote Desktop, a license is issued for only 1 (one).
- 6.11. In the presence of individual modifications, they are implemented in accordance with the understanding of the Service provider.
- 6.12. By signing this Contract, the Client agrees to receive various mailings and notifications from the Service provider, including by e-mail and via SMS to any e-mail addresses and phone numbers that will become known to the Service provider.
- 6.13. In applicable case of developing and specifying the Contract, both Parties include additional clauses to this Contract.
- 6.14. The Parties agreed that when entering into and executing this Contract they are guided by the current legislation of the Republic of Kazakhstan.

Client

(signature and stamp)

Service provider

(signature and stamp)

Appendices of the Contract:

1. "Calendar plan";
2. "Service instruction".

Legal addresses of the Parties and bank requisites:

Client
Name and details of the Client

Service provider
Name and details of the Service provider

Client _____
(signature and stamp)

Service provider _____
(signature and stamp)

CALENDAR PLAN
of work delivery

#	Type of work and stages of delivery	Working days	Price, USD	Quantity	Unit	Sum, USD
	Software development for	30				
	including					
1	Basic functionality	30				
	including					
	Program for 1 (one) user	30				
	Additional users	0				
	Service hours (instruction, consultation, program implementation, modifications)	0				
2	Individual modifications are absent	0				

Client

(signature and stamp)

Service provider

(signature and stamp)

SERVICE INSTRUCTION
management system

#	Name	The function. The operations of program administrator from the Client's side.
	<u>Folder «USU»</u>	Root catalogue of program. It is located on the disc “C” or “D”. It is necessary to make a copy of it on the external information carrier (flash card, external hard drive or other computer) for program administrator only once at the first stage of working with this program.
	File « USU.FDB »	This file is located on the server and it stores all the information. It is necessary to make a copy of it , archive or record on the external carrier (flash card, external hard drive or other computer) every day . It is advisable to add a date of making a copy in the name of each archive. It is also a good idea to have a copy of this file for the last 20 days on the external carrier in order to restore the necessary data for the needed time period in case of program failure (e.g. failure in voltage pattern of electric network or server breakage). <u>The Client is responsible for saving the data storage, possibility to restore them in case of various failures or any consequences!</u>
	<u>Folder «client»</u>	Collection of files for an automated workplace (AW) of an employee. The following data can be found in this catalogue:
	File « Firebird.exe »	Installation package that provides access of the Client's application to database. Firstly , It is necessary to install it on server as well as on each workplace of the Client in accordance with the bit count of operation system.
	File « params.ini »	A file with the application settings. Secondly , a program administrator should make changes in this file in the section [db] by opening it in a standard program “Notepad”. Only the below-mentioned parameters should be changed: - ServerName – server's name with data file “USU.FDB”; - FileName – full path to data file on the selected server;
	File « USU.exe »	The Client's mode of program. Here each user works in the window mode. Thirdly , it is necessary to create an icon exactly from this file and drag it on the desktop.
	File « lang.txt »	This file contains captions of some program elements.
	<u>The first launch</u>	Fourthly . It should be always kept in mind that after “Firebird” installation on server there will not be any users that could enter the program in the process of launching the program. In order to create the users make a first entry under the user of ... If the connection is proceeded via network, it is necessary to switch off “Windows Firewall” in the “Panel of instruments” on computer that plays a role of the server. The files “USU.exe” and “fbserver.exe” should be added into list of exceptions of antivirus program in case of inability to connect to database.

Client

(signature and stamp)

Service provider

(signature and stamp)