



ORCONS TRUSTEE
PENSION TRUST MANAGEMENT SYSTEM
Software Purchase, License and Maintenance
Agreement

CLIENT:

DAAKYE PENSION TRUST LIMITED

License Agreement Number	DPTL/OS03/2013
Installation Completion Date	11th November, 2021
License Agreement Start Date	11th November, 2016
Maintenance Support and Upgrade Initial Fixed Term	Five (5) years from License Agreement Start Date
Maintenance Support and Upgrade End Date	15th November, 2021

License Agreement Number: DPTL/OS03/2013

This SLA is entered by the following parties:

Client:		Seller:	
Name of Company:	DAAKYE PENSION TRUST LIMITED	Name of Company:	Orcons Systems Limited
Address:	P.O. Box 14596 ACCRA	Address:	P.O. Box 15571, Accra North
Telephone:	Office: 0302408444 0302435370 Cell: 0505257466	Telephone:	Office: 0209633215 Cell: 0244798224
E-mail:	wisdom@daakyetrust.com	E-mail:	info@orconssystems.com
Contact person:	Wisdom Mensah Dali	Contact person:	Mr. Jonathan Boye
Position:	General Manager	Position:	Director

Products and Services to be delivered under this Agreement (TOR):

Product/Service:	Description
Products (One time): Orcons Trustee, Pension Trust Management System	<ul style="list-style-type: none">• Installation & configuration of Software on Client's Server, \Administrator training, User training.• Client User Manual.
Services- Yearly Upgrade (Continues for entire fixed term agreement period, see page 1).	<ul style="list-style-type: none">• One yearly upgrade of software
Administrator Support Services- Support and maintenance (continues for entire fixed term period, see page 1)	<ul style="list-style-type: none">• Administrator Support Services for clients Admin person.• Telephone support and on-site support where needed.• System maintenance and test-run two times every year.
Size of installation (Number of users):	Unlimited

Cost of Product and Services to be provided:

Product/Service	Duration (Years)	Unit Price	Total
One Time payment: <ul style="list-style-type: none"> Software Purchase fees fixed down payment for Installation, Configuration, Deployment and User training of Orcons Trustee Pension Trust Management Software on client's Server. 		GH¢345,000.00	GH¢345,000
Continuous Annual payment: <ul style="list-style-type: none"> System maintenance, Admin Support and Upgrade fees 	5	GH¢34,500.00	GH¢172,500.00
Agent Collection Portal: <ul style="list-style-type: none"> Installation and training, SSL, Cloud Server, Hosting, Backup, Maintenance/Admin Support and Upgrade Fees 	5	GH¢598,146.00	GH¢598,146.00
Mobile Collection Portal: <ul style="list-style-type: none"> Collection of devices for informal Pension, Thermal Paper Roll, Physical Backup Storage Service and Maintenance of Hardware Facility. 	5	GH¢1,176,423.00	GH¢1,176,423.00
USSD Collection Portal: <ul style="list-style-type: none"> USSD Activation, USSD Server, Hosting, Renewal and Maintenance. 	5	GH¢ 8,000.00	GH¢40,000.00
Short Messaging Service (SMS): 6 million SMS	5 (1.2M SMS PER YEAR)	GH¢33,600	GH¢168,000.00

Software Purchase & License Agreement – Signature Page

The “software purchase and License Agreement – Conditions” below and these first pages above jointly constitutes the agreement

(This agreement is signed in two originals, one for each party.)

FOR: DAAKYE PENSION TRUST LIMITED

Signature:  Place ACCRA Date: 10/11/2016

Name: WISDOM MENSAN DALI Position: GENERAL MANAGER

Address: P.O. BOX 141 MAKOLA - ACCRA

Telephone: 0244573434 Fax: — E-mail: wisdan@daakye.trust.com

WITNESS:

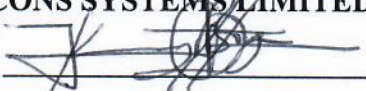
Signature:  Place ACCRA Date: 10/11/2016

Name: SANDRA N. ADDO Position: FINANCE & ADMIN MGR

Address: P.O. BOX 141 MAKOLA - ACCRA

Telephone: 0247928663 Fax: — E-mail: sandra@daakye.trust.com

FOR: ORCONS SYSTEMS LIMITED

Signature:  Place ACCRA Date: —

Name: JONATHAN BOYE Position: DIRECTOR

Address: P.O. BOX 15571, ACCRA NORTH

Telephone: 024798224 Fax: — E-mail: info@orconsystems.com

WITNESS:

Signature:  Place ACCRA Date: 11/11/2016

Name: AKE SYLVAIN Position: I.T Manager

Address: P.O. BOX 15571, ACCRA NORTH

Telephone: 0262022933 Fax: — E-mail: ake.sylvain@gmail.com

Software Purchase & License Agreement – Terms & Conditions

1. Parties and Contents

1.1 The Parties to this Agreement are the client and seller, named in page 2 of the Agreement.

1.2 The Agreement includes the products and services to be provided to be provided by Orcons, as indicated on page 2, and all additional products or services that may be ordered by the client.

1.3 Orcons reserves the right to transfer this Agreement to a company that is held directly or indirectly by the same or in case of a merger and/or acquisition. Such assignment shall become effective when Orcons has notified THE CLIENT in writing of the assignment.

1.4 This assignment supersedes all verbal and/or written agreement or promise made during the negotiation period for the sale of this product or service.

2. Maintenance and Support Duration (Fixed Term)

2.1 Both parties agree to a fixed renewable term for system maintenance and support, starting from the license agreement date as indicated on page 1 of this agreement.

2.2 The agreement is set to commence and be completed on the dates as stated on page 1 of this agreement.

2.3 The agreement may not be terminated throughout the fixed term, neither can the maintenance fees be changed within the fixed term as stated on page 2, provided that Orcons has delivered and continues to deliver on the TOR as stated on page 2.

3. Hardware and Software Obligations

3.1 THE CLIENT is responsible to provide the Server Hardware and Software that can successfully run Orcons Trustee.

3.2 THE CLIENT shall, where technically possible, with immediate effect fix any hardware problem that may affect the efficient running of the Orcons Trustee.

3.3 Orcon's responsibility is limited to its own platform and other software provided by it as indicated on page 2 of this agreement.

3.4 Orcons shall, where technically possible, immediately fix any software problems that may affect the efficient running of the platform.

4. Price and Conditions of Payment

4.1 Both parties agree to the price conditions as indicated on page 3 of this agreement.

4.2 Payment under the Agreement is divided into software license fees and annual support and maintenance fee. The software license fee shall be due and payable before installation of the system on the client Server.

4.3 Payments for the support and maintenance fee under the agreement must be made upfront at the beginning of every year starting from the license agreement date.

4.4 All prices are exclusive of VAT, and THE CLIENT shall pay VAT in addition if it is so required by the laws of Ghana.

4.5 All payments made by THE CLIENT shall be made free and clear of any deduction of any kind, counter claim, except as required by the law of the Republic of Ghana.

4.6 Orcons shall be responsible for the payment of all taxes, import duties, fees, charges and other levies imposed by the Government of the Republic of Ghana.

4.7 When each payment is due, Orcons shall provide an invoice to THE CLIENT, who will have 5 days from the invoice date to make payment.

4.8 If payment is not made within 30-days period, Orcons would be entitled to demand 2% interest per month until payment is made.

4.9 In cases of default in payment by THE CLIENT, Orcons may choose to stop the performance under the agreement until THE CLIENT performs its payment obligations.

4.10 Orcons cannot change the conditions regarding the prices, support and maintenance services within the fixed term period.

5.0 Testing

5.1 THE CLIENT shall before use of the platform and services covered by the agreement carry out acceptance testing as it considers necessary to ensure that the Software is activated and correctly configured.

5.2 During the testing process, Orcons would be obliged to correct any failures or problems on the installations that falls under its responsibility.

5.3 When THE CLIENT starts to use the Software or the services, this shall be considered a de facto acceptance.

6.0 THE CLIENT's right to use the System

6.1 When payment has been made in accordance with art. 4, THE CLIENT has a **non-exclusive and non-transferable** right to use the products and services covered by the Agreement.

6.2 During the duration of the agreement, THE CLIENT has free access to all yearly upgrades made available by Orcons.

7.0 Software Warranty & Upgrades

7.1 Orcons warrants that the latest version of the Software shall be made available to clients after an upgrade.

7.2 Orcons has no responsibility under this warranty if THE CLIENT modifies the Software in any way, without receiving a written consent from Orcons to perform such alterations or modifications.

8.0 After Sales Services – Training Support and Maintenance

8.1 **User training:** Training of normal users after the installation shall be done as part of the agreed cost of the product. The client shall provide the venue and other related cost for such user training.

8.2 After the first set of training, if the client requires any further training (e.g. for new staff), then it shall be done at our basic training rates subject to negotiation with THE CLIENT.

8.3 **Administrator Training:** Orcons shall give the client's designated system administrator very extensive training that covers many aspects of support for normal daily operations.

8.4 **First Line Support:** Having received such training, the designated System Administrator shall be responsible for such operations as password re-setting and other in-house tasks that may be required during normal usage of the Software as first line support.

8.5 **Second Line Support:** The System Administrator has an open access to our product support team at all times either by phone or email.

8.6 Any problem above the scope of the System Administrator shall be resolved by our support team either by our physical presence or by consultation through the phone within working days between the hours 0900 and 1700 GMT.

8.7 System Maintenance & Upgrade: Two times in every given year, Orcons shall test-run the system to make sure that all codes and database structures are working properly as they should.

8.8 Orcons shall provide one yearly upgrade free of charge as part of the support and maintenance programme.

8.9 If the client requires any specific upgrade, feature or functionality, then both parties shall meet and discuss the cost implication of such upgrade.

9.0 Parties Responsibility & Liability

9.1 THE CLIENT is responsible for providing the Server hardware and Server management Software for the installation.

9.2 In no event shall Orcons be liable for any damages whatsoever arising out of any hardware failure or other Software on the network **not** provided by Orcons.

9.3 Orcon's responsibility under this Agreement shall be limited to efficient running of its Software.

9.4 Orcons shall not be responsible for consequential and/or incidental losses, such as but not limited to loss of profit, loss of data, loss of production, third party liability and computer down time resulting from any failure of any hardware/software on the network apart from Orcon's Platform.

9.5 Orcons has no responsibility whatsoever for any loss or damage caused by users or other third party relating to the use of Orcons platform caused by the spread of

computer virus on THE CLIENT's workstations.

9.6 In respect to article 9.1,9.3,9.5,9.6, Orcons shall not suffer any economic loss, delay or withholding of any payment due it.

10.0 Intellectual Property

10.1 THE CLIENT acknowledges that any and all intellectual property rights which subsides or arise in connection with Orcons' Software and/or services belong to Orcons Systems Limited.

10.2 THE CLIENT undertakes not to decompile, reverse engineer or modify the Software in any way, or remove any copyright or proprietary notices.

11.0 Confidentiality

11.1 Neither party nor any person, who on a party's behalf gains information about the other party's business, business contacts, or computer material marked as confidential, shall NOT disclose such information to any third parties without the other party's prior written permission.

11.2 Orcons may use THE CLIENT as a reference in the marketing of its products and services.

12.0 Breach of the Agreement

12.1 Any party who wishes to cite a breach of the Agreement must do so in writing within 10 working days after the party first gained information of the alleged breach.

12.2 Any party receiving an alleged breach of this Agreement must endeavor without undue delay to engage the other party within 10 working days for an amicable solution to the problem.

13.0 Law and Disputes

13.1 Any dispute or differences between the parties in connection with this agreement shall be referred and determined by a sole arbitrator to be appointed by the Ghana Arbitration Centre.

13.2 The arbitrator shall conduct the arbitration in Accra in English Language.

13.3 The parties agree to be bound by any arbitration award rendered in accordance with part one of the Alternative Dispute Resolution Act, 2010 (Act 798).

13.4 Ghanaian Laws govern this agreement.

14.0 Force Majeure

14.1 Neither party is liable for any breach of their obligations under this agreement caused by force majeure. Force majeure is defined as extraordinary circumstances beyond the reasonable control of the parties. In a force majeure situation, the obligations to which the force majeure situation applies, are suspended for as long as the situation continues. The corresponding obligations for the other party are suspended for the same period.

15.0 Further Co-operation and Additional Orders

15.1 The order of additional products or services under the agreement must be done in writing from THE CLIENT's contact person or Administrator.

15.2 All orders for additional products or services will be treated as part of this agreement provided it is done in writing.

15.3 All orders for additional products or services are effective from the time Orcons confirms the order, and are thereafter a part of this agreement.

15.4 Additional costs relating to the new order will be calculated and invoiced from

the first day in the month following the month the order was placed.

15.5 Three months to the end of the first fixed term for support and maintenance, both parties agree to meet and negotiate on a new fixed term, support conditions and price.

15.6 THE CLIENT agrees to make some selected staff of Orcons users available, at a convenient time for both parties, for an Orcons reference group meeting with Orcons product development team. These meetings are intended for Orcons to listen to suggestions for product upgrade.