**HardSoft Computer Systems**

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**Software**

**License**

**Agreement**

**EasyTrack PoS Software Solution**

**SOFTWARE LICENSE AGREEMENT**

This Agreement is entered into on the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_\_\_\_** between  
   
HardSoft Computer Systems, a business entity located in Accra and engaged in the development of Computer Software Applications, hereinafter referred to as "The **Developer**," and  
  
**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a business entity located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and hereinafter referred to as "the **CLIENT**,"

That the CLIENT, has procured a custom Software Application codenamed “EasyTrack PoS” from the Developer

That the said Application has been installed for use on the Client’s Computer Systems

That by this agreement, the Developer grants the Client the License and Authorization required to use the said Software Application for business purposes

NOW THEREFORE, in consideration of the mutual promises and agreements set forth in this agreement, the Developer and the Client agree as follows:

1. That The said Application as named in this agreement is, and remains property of the Developer
2. Thar the Software Application as specified in this agreement has been tested for operational suitability, accurate and generally accepted by the Client for use in his business
3. That the Software Application shall be used solely for the intended purposes as provided by the features of the application
4. The Client shall be responsible for the data entered into the System and subsequent backup of the said data
5. That the Developer shall not be held liable for the appropriateness of the input data including transaction dates and time
6. The Developer shall not be held liable for the negative effect of any third-party software run on the computer, or any processes used to alter the settings or the data entered or to be entered into the system if that process was not made available on the software interface
7. That Developer reserves the right to optionally, periodically amend the Client’s copy of the Software to meets design objectives
8. The Client may submit a written Request for Software Update whenever it becomes necessary for certain features of the existing software to be updated to meet operational requirements or efficiency
9. The Client may submit a written Request for Software Upgrade when additional features of the software is required for operational requirements
10. That the Client shall not make copies or install the Software any other Computer System without the prior consent of the Developer
11. That the Client shall not engage the services of any Technician person the affect any form of amendments in the Software or its operational setup
12. The Client shall pay License Renewal for the Software License as specified in appendix “A”
13. The Client shall sign a Software Maintenance Agreement as per appendix “B”
14. That either party may terminate this agreement after three (3) Months in written notice, and after all the necessary consultations, negotiations, have been exhausted without remedy
15. That upon termination of this agreement the Client shall immediately cease the use of the Software Application and that the Developer shall take steps to remove the Software from the Client’s Computers
16. That neither party shall be held under any liability for any loss or for any failure to perform any obligations hereunder due to causes beyond its control including without limitation, industrial disputes, power loss, telecommunication failure, acts of God. Or any other causes beyond its reasonable control
17. That this agreement shall be subject to the Laws of the Republic of Ghana

*Signed:*

**THE CLIENT**

NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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DATE: \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

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**THE DEVELOPER**

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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