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**Software Support**

**& Maintenance**

**Agreement**

**EasyTrack PoS**

**HardSoft Computer Systems**

Software Developers and General Computer System Consultants:

P.O. Box CT.2185, Cantonments, Accra Tel: 0244-366722 / 024-2838080

email:dankissi4life@gmail.com

**SOFTWARE LICENSE, SUPPORT & MAINTENANCE AGREEMENT**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | This Software License, Support and Maintenance Agreement is entered into on the **\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_**  between   HardSoft Computer Systems, hereinafter referred to as "The **Developer**," and  That this agreement shall govern the grant of a **Software License** by The Developer to the Client the application of the Software by the Client for business purposes and the provision of **Software Support and Maintenance Services to the Client by the Developer** | | | | | |
| ***Client:*** | | LORD GARDENS RESTAURANT |  | HO, VOLTA REGION, GHANA | |  |
|  | Name: | M.K. OSEI |  | Tel# |  | |
| Position: | CEO | e-mail >> |  | |
| Address |  | | | | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Support Services:** | * *Maintenance* | * *Error Fixing* | * *License Renewals* |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Payments** | | **Month** | **Amount GHC** |  | **Mobile Money: #:** **0244-366 722**  **Cheques** payable to: HardSoft Computer Systems  **Direct Deposit**: Bankers: Guaranty Trust Bank  A/C#: 202104767110  A/C Name: HardSoft Computer Systems  **Cash**: (Please obtain Official Receipt for payments) |
|  | 1st Qtr | March |  |
| 2nd Qtr | June |  |
| 3rd Qtr | July |  |
| 4th Qtr | Dec |  |

**Signed By Client \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed By HardSoft \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Software Support**

**and**

**Maintenance Agreement**

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**SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT (SSMA)**

1. This Software Support and Maintenance Agreement is entered into on the **23rd December, 2020** between  
      
   HardSoft Computer Systems, hereinafter referred to as "The **Developer**," and  
     
   **LORD GARDENS RESTAURANT** a business entity located in Ho in the Volta Region of Ghana and hereinafter referred to as "the **CLIENT**,"
2. That the Client has acquired from the Developer, a Software Application codenamed “ËasyTrack PoS”, a Sales and Inventory Management Solution
3. That the Client intends to use the Software Solution for the processing of the firm’s business transactions
4. That the Client shall require the Developer to provide periodic Technical Support and Maintenance Services on the Software Application
5. That in accordance with the Developer’s operational procedures, a Support and Maintenance Agreement shall be executed to facilitate the provision of such Technical Support Services
6. That the following Terms and Conditions shall apply relative to the provision of such Technical Services:   
   1. The CLIENT shall report all Operational Problems to the Developer for possible rectification
   2. The Developer shall use the most appropriate mean to offer support services to the Client, including but not limited to Client Site visit, Telephone, E-mail, Remote Network Technologies
   3. For On-Site-Support, and where necessary, the Client shall provide for the Developer:
      1. Transportation Cost to and from the Client site
      2. Hotel Accommodation and Meals where necessary
   4. Services provided under this agreement excludes:
      1. Development of Non-Existing additional Software features
      2. Installation of any additional Software installed
      3. Repair and Servicing of Computer Hardware
      4. Maintenance of Computer Network Systems
   5. The Client shall not use the services of any other Software Developer or Technical person to provide Support and Maintenance on the Software provided by the Developer, or on the Computers and associated Network Systems
   6. The Client shall inform the Developer of all Technical problems, including but not limited to:
      1. Computer Hardware malfunction or failure
      2. Computer Network problems
      3. New hardware or Network installations
      4. Existing Hardware or Network Upgrades
      5. Other Third-Party Software issues, including problems of suspected Computer Viruses
   7. The Developer shall NOT be responsible for Loss of Data, Software Application(s), Software mal-functioning where the Client uses the Services of another Technical person the work on the Computers and Networks on which the Software is installed
   8. The Developer reserves the right to decline Support and Maintenance Services to the Client where the Client breaches the Terms and Conditions in this agreement and after persistent rectification efforts failed and shall inform the Client in writing reasons for the decline
   9. The Client may terminate this agreement after three (3) months written notice to the Developer and where all efforts to rectify the anomaly has failed
7. Neither party shall be 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
8. That that the Software License shall be subject to Annual Renewal
9. That this agreement shall be subject to the laws of the Republic of Ghana

WHEREFORE, the parties have caused this Maintenance Agreement to be executed by their duly authorized representatives:

*Signed By:*

**THE CLIENT THE DEVELOPER**

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