

CONTRACT FOR PROVIDING MODULARFOUR SOFTWARE SOLUTIONS MANAGEMENT SOLUTION FOR THE BUSINES OF PAWN BROKING

Today's date

CONTRACT NUMBER: PW/SMB/05/17/0001

DATE: 19th May 2017

Today's date.

its

THIS CONTRACT made and entered into at Colombo on this 19th day of May, Two Thousand and Seventeen by and between **SMB LEASING PLC** a Company duly incorporated under the laws of Sri Lanka under the registration Number PQ91 and having its registered office at No. 282/1,CBS Building, Galle Road, Colombo 03. (hereinafter referred to as "**CUSTOMER**" which term shall where the context so requires mean and include the said **SMB LEASING PLC**, successors and assigns) of the One Part, and **MADULAR4 SOLUTIONS (PRIVATE) LIMITED** a Company duly incorporated under the laws of Sri Lanka under the registration Number PV 69955 and having its registered office at No. 472, Kohalvila Road, Gonawala, Kelaniya, Sri Lanka (hereinafter referred to as **SERVICE PROVIDER**.) which term shall where the context so requires mean and include the said **MADULAR4 SOLUTIONS (PRIVATE) LIMITED**, its successors and permitted assigns) of the Other Part

supplying

WHEREAS **SERVICE PROVIDER** is carrying on the business of developing and maintaining of computer based software

AND WHEREAS at the request of **CUSTOMER**, **SERVICE PROVIDER** has agreed to implement "SERVICE PROVIDER Pawn-Brokering Management Product" (hereinafter referred to as the "PAWN-BROKERING SOLUTION").

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. SCOPE OF AGREEMENT

- 1.1. The scope of this Agreement shall be for **SERVICE PROVIDER** to successfully implement "SERVICE PROVIDER Pawn – Brokering Software Solution" with Unlimited user license & Unlimited Branch connectivity for **CUSTOMER**. More fully described herein, as per the terms and conditions herein stipulated.
- 1.2. The modules to be implemented hereunder shall be as per Annex 1 hereto which, a part and parcel of this agreement is.

2. PRICES

- 2.1. The prices of Software Solution (including implementation charges) to be implemented shall be the follows

Pricing Summary

Cost of the Module	Rs. 1,650,000.00
("Pawn-Brokering System with Unlimited user license & Unlimited Branch connectivity will be accommodate ")	

Special Discount for "CUSTOMER"	Rs. 82,500.00
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Total cost of software solution	Rs. 1,567,500.00
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- 2.2. The prices shall be held firm without variation throughout the duration of this Agreement subject however to Clause 2.4 herein.
- 2.3. Applicable Government taxes shall be payable by CUSTOMER.
- 2.4. Any major enhancement to the system shall be done at a fee mutually agreed upon. A major enhancement shall be an enhancement that would require the addition of further modules or functions or structural change to the existing that requires more than five man days per month.
- 2.5. All minor enhancements shall be done free of charge minor enhancement shall be an format changes to any existing output file, add new column report etc and should be less than 5 man hours .

3. PAYMENT TERMS

Payment terms

Application System Charges

1st 50% - on Signing Of the Agreement	Rs. 783,750.00
2nd 50% - on The Live Run	Rs. 783,750.00

- 3.1. Any additional task to be carried out as stipulated in Clause 2.4 above too shall be subject to the above payment terms.

4. DELIVERY

4.1. **SERVICE PROVIDER** shall complete the **SERVICE PROVIDER** project implementation track within 30 days after signing this agreement and upon receipt of the 1st payment of Rupees Seven Hundred And Eighty Three Thousand Seven Hundred and Fifty (Rs.783,750.00).

4.2. **SERVICE PROVIDER** shall complete the implementation and the installation of the **PAWN-BROKERING SOLUTION** as per the specifications agreed to by **CUSTOMER**. And **SERVICE PROVIDER** and to the entire satisfaction of **CUSTOMER**. so as to be totally fit for the purpose same is intended.

4.3. Any major enhancement shall be done within a time period to be mutually agreed upon.

5. IMPLEMENTATION / ACCEPTANCE

- 5.1. Signing off deliverables shall be done by both Parties after each acceptance milestone. There will be a Conference Room UAT and UAT prior to Live Cut Over.

6. OBLIGATIONS OF SERVICE PROVIDER

- 6.1. **SERVICE PROVIDER** shall assign a dedicated group of skilled personnel for carrying out the tasks hereunder. The team shall be headed by a Senior Project Leader who shall be the Project Coordinator/Manager. There will be required technical and functional implementers in the team.
- 6.2. In the event the services performed by **SERVICE PROVIDER** personnel are not in keeping with this Agreement or are found to be unsatisfactory as per the decision of **CUSTOMER**, **SERVICE PROVIDER** shall on the request of **CUSTOMER**. Immediately replace such personnel with those who are competent in performing their tasks hereunder.
- 6.3. **SERVICE PROVIDER** shall perform the system installation and implementation in accordance with Agreement with the least disruption to other systems in operation at **CUSTOMER**. If such disruption is necessitated, same shall be so notified with details in writing to **CUSTOMER**, well in advance.
- 6.4. Details of identity of personnel visiting **CUSTOMER**. Hereunder shall be provided in advance to **CUSTOMER**.
- 6.5. **SERVICE PROVIDER** shall train relevant personnel of **CUSTOMER** as to the satisfaction to enable them to carry out successful operations of the delivered system. Madular4 Solutions shall provide necessary training facilities on:
 - 1) Systems administration training
 - 2) End User Training
 - 3) Troubleshooting Training and other incidental and connected training .

User training will be done at site during implementation and warranty period free of charge.
- 6.6. **SERVICE PROVIDER** shall train relevant personnel of **CUSTOMER**, as to the satisfaction to enable them to carry out successful operations of the delivered system. **SERVICE PROVIDER** shall provide necessary training facilities on:
 - i) Systems administration training
 - ii) End User Training
 - iii) Troubleshooting Training

User training will be done at site during implementation.

Madular4 Solutions (Pvt) Ltd.

4

~~New 6.6 as per my attachment.~~

7. OBLIGATIONS OF SMB LEASING PLC.

- 7.1. **CUSTOMER.** Shall allow personnel of **SERVICE PROVIDER** necessary access to **CUSTOMER**, with prior permission from **CUSTOMER**. to carry out their tasks hereunder.
- 7.2. **CUSTOMER.** Shall provide the necessary hardware to install and implement the **PAWN-BROKERING SOLUTION**.
- 7.3. **CUSTOMER.** shall administer and maintain all hardware supplied by **CUSTOMER**. Including the server, OS installations, OS patches, upgrades, installation of SQL and related service packs and IIS and related components utilized to run the **PAWN-BROKERING SOLUTION**, and install virus scanners.
- 7.4. **CUSTOMER.** shall provide necessary backup hardware and accessories in the event of hardware failure and same shall be done within a mutually agreed time period which shall not adversely affect the implementation time frame.
- 7.5. **CUSTOMER.** Shall assign competent, project leader and required functional/technical teams for the **PAWN-BROKERING SOLUTION** implementation.
- 7.6. **CUSTOMER.** Shall assign competent, computer literate personnel to operate/administer the **PAWN-BROKERING SOLUTION**.
- 7.7. **CUSTOMER.** Shall not infringe any intellectual property rights pertaining to the **PAWN-BROKERING SOLUTION**.
- 7.8. **CUSTOMER.** To provide transport, food and lodging for the **SERVICE PROVIDER** personnel visiting sites outside Colombo city limits. **SERVICE PROVIDER** will charge **CUSTOMER**. Transport costs, food and lodging if **CUSTOMER**. is unable to provide the same.

8. WARRANTY

- 8.1. **SERVICE PROVIDER** warrants that the system delivered shall be in conformity with the functions described in the specifications (attached sign doc). To this **SERVICE PROVIDER** shall undertake to rectify or replace, without any charge to **CUSTOMER**, any part of the system/software found to cause a deviation from the functionality described in the specifications immediately. This warranty shall be valid for a period of six (06) months from the date of the Acceptance Certificate.

9. MAINTENANCE

- 9.1. On expiration of the warranty period **CUSTOMER** may enter into a service agreement with **SERVICE PROVIDER** for the maintenance of the software. Such annual software maintenance charges shall be as per the **SERVICE PROVIDER** support plans which are basic, standard and premium. However Standard Support Plan is 12% from Software Cost excluding Implementation per Annam.
- 9.2. During such annual maintenance **SERVICE PROVIDER** shall maintain the software applicable to the **PAWN-BROKERING SOLUTION** and provide free of charge consultancy, and other support services deemed necessary such as training for the smooth functioning of the system installed, as and when required by **CUSTOMER**.
- 9.3. During such annual maintenance **SERVICE PROVIDER** shall rectify all software related faults, defects and malfunctions free of charge.
- 9.4. On receiving a complaint from **CUSTOMER**. **SERVICE PROVIDER** shall, if unable to resolve over the phone, e-mail or remote dial-up, attend to the problem on site within twenty four (24) hours of such complaint if within the City of Colombo.

10. TERMINATION

- 10.1. Either Party may terminate this Agreement if the other Party breaches any of the terms herein contained and not cured within thirty (30) days of written notice of the said breach by the non-defaulting Party to the defaulting Party, unless such time period allowed for curing of the breach is further extended by mutual agreement.

11. ARBITRATION

In the event of any breach or non observance by any party of the terms and conditions contained in this agreement and in the event of any dispute, difference or question or matter which may from time to time and at any time hereafter arise or occur between the parties in relation to or in respect of this agreement or any provision, matter or thing contained herein or the subject matter hereof, or the operation, interpretation or construction hereof or any clause hereof including all disputes that may arise after the termination, such matters may, notwithstanding the remedies available under this agreement or in law be submitted to Arbitration by a sole arbitrator to be appointed by the parties or if such appointment is not practicable, by two arbitrators one to be appointed by each party and an additional Arbitrator to be appointed by the two Arbitrators and if either party refuses to appoint an arbitrator, by the sole Arbitrator appointed by the other party. The arbitration shall be held in Colombo and the relevant provisions of the Arbitration Act No 11 of 1995 or any amendment thereof shall govern and applicable to such arbitration.

12. NOTICE

Any notice or other information required or authorized by this Agreement to be given by either Party to the other may be given by hand with due acknowledgement or sent (by registered post, telex, facsimile transmission or comparable means of communication) to the other Party to the respective addresses herein mentioned, or to such other address written notice of which has been given.

IN WITNESS WHEREOF SERVICE PROVIDER and CUSTOMER, have affixed their respective Common Seal's hereto and to one other of the same tenure and date as these presents on the date, month and year in the beginning hereof written.

AUTHORISED SIGNATORIES:

SMB LEASING PLC

Name :

Designation :

Date :

Witness (1) :

Name :

Date :

Name :

Designation :

Date :

Madular4 Solutions (Private) Limited

Name :

Designation :

Date :

Name :

Designation :

Date :

Witness (1) :

Name :

Date :

Annex I

Signatures of Parties:

Amendments/Changes pertaining to MADULAR4 SOLUTIONS agreement.

01. MADULAR4 SOLUTIONS (PRIVATE) LIMITED should be referred to as the Service Provider
(need to mention its Registration Number)

02 S M B LEASING PLC should be referred to as the Customer (Registration No. PQ 91) ✓

03. Need to include the word " maintaining " under the business of the company (2nd paragraph of Page 1) ✓

04. Clause No.1.2 should be amended as follows

The modules to be implemented hereunder shall be as per Annex 1 hereto which is a part and parcel of this agreement. ✓

05. Clause No.4.1 should be amended as follows

Madular4 Solutions shall deliver, install, implement and carry out the live run on each module of the PAWN-BROKERING SOLUTION immediately on completion of Madular4 Solutions project implementation track. (It has to be included)

Madular4 Solutions shall complete the Madular4 Solutions project implementation track within ----- days after signing this agreement and upon receipt of the 1st payment of Rupees Seven Hundred And Eighty Three Thousand Seven Hundred and Fifty (Rs.783,750.00).

06.Clause 6.5 should be amended as follows

Madular4 Solutions shall train relevant personnel of SMB LEASING PLC as to the satisfaction to enable them to carry out successful operations of the delivered system . Madular4 Solutions shall provide necessary training facilities on:

- 1) Systems administration training
- 2) End User Training
- 3) Troubleshooting Training and other incidental and connected

User training will be done at site during implementation and warranty period free of charge.

07.Clause 6.6 (New clause) to be added as follows

If the implementation is unsuccessful and software doesn't fit enough to intended purpose of the SMB LEASING PLC and unable carry out the live run, Madular4 Solutions shall refund all payments made by SMB LEASING PLC pertaining to PAWN-BROKERING SOLUTION within 30 days from the date of a written notice of SMB LEASING PLC.

07.Clause 9.2 should be amended as follows

During such annual maintenance Madular4 Solutions shall maintain the software applicable to the PAWN-BROKERING SOLUTION and provide free of charge consultancy, and other support services deemed necessary such as training for the smooth functioning of the system installed, as and when required by SMB LEASING PLC. ✓