DASS

DA SOFTWARE SOLUTIONS (Pvt) Ltd

APPLICATION SOFTWARE MAINTENANCE CONTRACT

CONTRACT NUMBER   **: PW/CDB/08/11/0001**   DATE: 24th October 2010

APPLICATION SOFTWARE   **: DASS "PAWN" Brokering System**

NAME OF CUSTOMER   **: CITIZENS DEVELOPMENT BUSINESS FINACE PLC.**
ADDRESS OF CUSTOMER   **:**

DATE OF INSTALLATION   **: 24th October 2008**
PERIOD OF CONTRACT   **: 24/10/2010 – 24/07/2011**

1. FINANCIAL CONSIDERATION

Initial Cost   Rs.   600,000.00
Enhancements

E-Mail Option	64,000.00
Ticket Format and Receipt Detail Change	28,000.00
Client Wise Exposure	24,000.00
Daily Pawning and Daily Payment should have All Branch	16,000.00
Facility Should Automatically be closed once total is 0	16,000.00
Reminder Process change (Extract the Data to Text File)	16,000.00
Ticket Re-New	248,000.00
Enhancement Total	**412,000.00**

Sub Total   Rs.   1,012,000.00
Software maintenance Charge (15%)   Rs.   151,800.00   + VAT

2. PAYMENT TERMS

2.1. 100% on Signing

2.2. Rates for the chargeable jobs please refer the annex II.

DA Software solution (Pvt) Ltd., (Hereinafter referred to as DASS) agrees to provide software maintenance and related services for the Application software mentioned herein to the CITIZENS DEVELOPMENT BUSINESS FINANCE PLC and CITIZENS DEVELOPMENT BUSINESS FINANCE PLC agrees to accept same on the terms and conditions mentioned hereinafter.

DASS undertakes to attend to all software errors within 24 hours of such intimation by CITIZENS DEVELOPMENT BUSINESS FINANCE PLC . However all services and rectifications of any errors in the software occurred due to hardware failures, power failures/fluctuations and mishandling of the software by employees of CITIZENS DEVELOPMENT BUSINESS FINANCE PLC will be done on a separate basis and will be charged separately.

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3. TERMS AND CONDITION:

3.1. By signing this software maintenance agreement CITIZENS DEVELOPMENT BUSINESS FINANCE PLC   shall have the right to ask for any maintenance service inclusive of error corrections.

3.2. DASS shall guarantee that the software covered under this agreement shall be error free. If any malfunctioning or failure occurs due to program or design errors, DASS will attend to such problem and correct them free of charge. However this guarantee does not cover any errors malfunctions occurred due to hardware failures, power failures/fluctuations and mishandling of the software by employees of CITIZENS DEVELOPMENT BUSINESS FINANCE PLC

3.3. DASS shall provide modification to the existing report and screen changes free of charge provided that there are no changes to process logics or alteration to the schemas of the system which is defined as collection of list of files, Input Data Fields and calculated Fields in the database, List of source documents, screens and output reports.

3.4. If the service request demands include changes to process logics or new additions as defined above, DASS shall attend to same on a fee to be mutually agreed upon.

3.5. Any addition to the schema of the system which is will be treated as modifications for which the charges should be mutually agreed upon by DASS and CITIZENS DEVELOPMENT BUSINESS FINANCE PLC   based on the programming hours.

3.6. CITIZENS DEVELOPMENT BUSINESS FINANCE PLC   shall request DASS to attend the services in a formal manner via E-mails, on receipt of the request the DASS officer shall submit a estimate of cost only for chargeable jobs before attending the job.

3.7. The content of Annex I of this contract document specifically describes the services covered..

3.8. The items 3.3, 3.4, 3.5 and 3.6 DASS shall be done at the request of CITIZENS DEVELOPMENT BUSINESS FINANCE PLC   and shall be done only once the terms are agreed upon.

3.9. DASS will provide consulting services by telephone communications and at the site where the problem arises.

3.10.   This agreement is effective for a period of one year from the date hereof and shall be renewed for a further period on mutually agreed terms and conditions.

3.11.   CITIZENS DEVELOPMENT BUSINESS FINANCE PLC   shall pay the stipulated charges provided in this agreement as consideration for the services to be provided by DASS at the time of signing this agreement inclusive of VAT

3.12.   Travelling expenses and cost of software personal on hourly basis will be added to service charges, for systems installed outside Colombo municipal limits.

3.13.   CITIZENS DEVELOPMENT BUSINESS FINANCE PLC agrees that DASS will not be held liable for loss or profits or for claims against CITIZENS DEVELOPMENT BUSINESS FINANCE PLC   by third party, unless the loss or profit or claim is directly due to any fault negligent or inferior maintenance of the system.

3.14.   DASS shall be entitled to refrain from performing any of its obligations under this contract, if any amount due to DASS by CITIZENS DEVELOPMENT BUSINESS FINANCE PLC   according to

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terms of this contract shall remain due. CITIZENS DEVELOPMENT BUSINESS FINANCE PLC bound to pay the due amount with in thirty (30) days of period.

3.15.   This agreement will be governed by the laws of Sri Lanka constitute the complete and exclusive statement superseding all oral or written communication and any prior agreements between the parties relating to its subject matter.

3.16.   The terms of this agreement will prevail notwithstanding any variance with the terms of any present or future order from the CITIZENS DEVELOPMENT BUSINESS FINANCE PLC   for software support services.

3.17.   CITIZENS DEVELOPMENT BUSINESS FINANCE PLC   agrees that the services to be provided by DASS to rectify errors that may arise as a consequence of hardware failure or misuse, inadequate hardware capacity or mishandling of the system are considered to be outside the scope of this contract. Such work shall be subject to separate fee based on the nature of the job.

3.18.   DASS, shall not be responsible for failure to render services due to Strikes, Flood, Fire and other causes beyond its control, but would use its best endeavours to remedy the failures and ensure that full effect be given to the terms of this Agreement in the sprit in which it was agreed.

3.19.   DASS will appoint a technically competent person at all times to overlook the operations at client site and to present at site within 24 hours, whenever a need arises.

3.20.   The CITIZENS DEVELOPMENT BUSINESS FINANCE PLC   shall be entitled to terminate this agreement upon giving to DASS due notice of one (1) calendar month.

4. AUTHORISED SIGNATORIES:

Citizens Development Business Finance PLC

……………………………………................   ....…………………………………………

Name : ………………………………..   Name:…..……………………………..

Designation : ………………………………   Designation :………………………..…

Date : ………………….…   Date : ……………………

Witness (1) : …………………………………

Name : …………………………………………..

Date : …………………….…

DA Software Solutions (Private) Limited

…………………………………………………   …………………………………………………

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Name :..

Name:……………....…………….……….

Designation : …………………………..

Designation : …………………………….…

Date : …………………….

Date : ………………….…

Witness (1) : …………………………………

Name : ……………………………………...

Date : …………………..

ANNEXTURE I

General

Maintenance agreement is a guarantee to give continuous support service and to attend any day to day problems or to provide any minor modifications that the client might ask for.

1. **Services Covered Under Maintenance**

   1.1. Attending any problem arising from the way the system has been design and developed and to make sure that the system will provide accurate processing and information.

   1.2. Any changes to text descriptions of the existing screen formats and reports.

   1.3. Attending user training which are not extra ordinary

   1.4. Assistance in reconciliation of data.

   1.5. Simple reports and listing of data in the existing files, which do not require complex, file handling.

   1.6. Disaster recovery provided that the disaster is due to some failure in the software.

   1.7. To attend requests for any service not covered under maintenance, which are chargeable at hourly rates indicated in the header section of this agreement.

2. **Services Not Covered Under Maintenance**

   2.1. File / Data corruption due to Power Failures, Hardware Failures, Mishandling of the System, and not adhering to operational instructions given by DASS.

   2.2. Data corruption problems due to improper backups.

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    2.3. New reports, Screens, Features required by client from the time to time which involve complex file handling.

    2.4. Additional training for new recruits as an when they are recruited.

    2.5. Extraordinary training to be conducted repeatedly for the existing user.

    2.6. Problems due to poor or insufficient Hardware such as Disc Space, Memory, Processing Power etc.

    2.7. Software modifications or system outputs necessary to be attended due to new requirements, methods of calculations or changes stipulated by the government or any regulating body in time to time.