



SOFTWARE MAINTENANCE & SUPPORT AGREEMENT

Between

AUI Systems
(Herein referred to as "AUI")

And

Union Savings and Loans
(Herein referred to as "USL")

SOFTWARE MAINTENANCE & SUPPORT AGREEMENT

THIS AGREEMENT is made this 1st day of April 2016

BETWEEN

UNION SAVINGS AND LOANS - acting per its CEO - #C9/14 Dzorwulu, Olusegun Obasanjo Way,
Opposite Allied Oil Filling Station.

AND

AUI Systems- acting per its CEO – Zenith University College, BBA block, Second floor.
(Hereinafter referred to as AUI Systems) of the second part;

WHEREAS:

- a. USL is a Non-bank financial institution registered by the bank of Ghana.
- b. AUI is a Software development company in Ghana.
- c. By a Software Agreement dated 10th November 2013 and made between the Parties (hereinafter called “the First Agreement”) USL engaged the services of AUI for the deployment, maintenance, support, and upgrade 18 different software for its operations (hereinafter called “the Software”) for a term of 48months commencing on the 10th November, 2013.
- d. Thirty (30) monthly subscription payments has been made to AUI covering the period from 10th November, 2013 to 10th March, 2016. An outstanding eighteen (18) monthly subscriptions is yet to be completed by USL in September 2017.
- e. AUI has upgraded the Software modules to a new product called “LOBADESK® version 2.1” and has made representation to USL that it has the requisite expertise and experience in the maintenance and support of the software listed in Annexure 1, which includes the aforementioned update;
- f. In reliance on that representation, USL has agreed to engage AUI to provide user support for and maintain the software listed in Annexure 1 and AUI has agreed to accept the engagement on the following terms;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS;

1.0 DURATION

This Agreement shall take effect from **1st April 2016** and shall be valid for a period of thirty six (36) months subject to earlier termination as provided in Section 9.

2.0 SCOPE

2.1 AUI shall provide user support for and maintain the software listed in Annexure 1.

2.2 AUI shall carry out the following as maintenance and Support:

- a. Software version upgrades (LOBADESK[®] version 2.1)
- b. Software patches & fixes
- c. Telephone support
- d. General maintenance delivered via remote desktop, email, phone or TeamViewer[®]
- e. Re-installation

2.3. All maintenance & support services shall be delivered remotely (using TeamViewer[®], telephone, email, etc) unless in AUI's assessment, it is impracticable to deliver services through the aforementioned medium.

3.0 OUT OF SCOPE

3.1 Any request for support services outside of the above listed maintenance services are considered out of scope. Specifically, requests for server migration, re-training of existing Users, Training of new Users, data upload, software/product/report modifications, and assistance to effect any process is considered out of scope and will attract a separate fee.

3.2 USL shall be required to pay call-out fee as shall be determined by AUI for services not expressly set out in Clause 2.2.

3.3 Services requested under this section may be delivered either on-site or remotely based on mutual agreement of the parties.

4.0 MAINTENANCE FEE

- 4.1 USL shall pay AUI **seven thousand five hundred and sixty Ghana Cedis (7,560.00GHS)** to cover the outstanding payments on the existing Software, and a quarterly amount of **four thousand three hundred and twenty Ghana Cedis (4,320.00GHS)** for the new software (LOBADESK® version 2.1) **at the end of every quarter for 12 quarters ending March 2019 as stated** Annexure 2.
- 4.2 All payments shall be made by cheque or bank transfer in favor of AUI Systems Limited.
- 4.3 Invoices presented shall become due and payable within Ten (10) business days from date of receipt.

5.0 MAINTENANCE SERVICE

- 5.1 This maintenance service shall be provided to USL.
- 5.2 Maintenance service notice:
USL shall notify AUI of any breakdown, user challenges or other problems with the software through:
- a. All support requests: to: auisystemltd@gmail.com cc: mails@uisystems.com
 - b. Follow up: 020928 3288
- 5.3 AUI shall promptly respond to maintenance / support requests within 2 hours of receipt and at any rate, no later than 24 hours on business days and up to 36 hours on weekends and public holidays.

6.0 VALIDITY

- 6.1 This agreement shall be deemed to have commenced from **1st April 2016** and shall remain in force for a period of thirty six (36) calendar months after which USL shall own purchase rights to the software (LOBADESK® version 2.1) from that date and thereafter from year to year subject to the provisions as to the determination herein contained.

6.2 If no written notice of annulment or changes to the terms and conditions of this contract is received from either party at least thirty (30) days to the expiry of the current contract period, then the validity period of the contract shall be deemed to have been extended for another twelve (12) months by which USL owns purchase rights to the software, and shall pay the required yearly license fees of 21% of the total quarterly installment amount over the period of thirty six (36) months.

7.0 CONFIDENTIALITY

7.1 The Parties acknowledge that, in the course of execution of this Agreement, each of the Parties shall receive information relating to their respective business affairs including but not limited to certain financial and business information or any other confidential information supplied by either of the Parties or their representatives. The Parties undertake to keep all such information strictly confidential and not to disclose such information to any third party without the prior written consent of the other party.

7.2 The term confidential information as used herein does not include any data or information which;

- a. is already known to the receiving party;
- b. it becomes generally known to the public through no wrongful act of the receiving party;
- c. has been rightfully received by the receiving party from a third party without restrictions on disclosure;
- d. has been approved for public release by law or a public authority;

8.0 OBLIGATIONS OF USL

8.1 Throughout the period of this Agreement USL shall afford AUI such access to information relevant to the performance of the services. Further USL shall make available appropriate personnel to liaise with AUI.

9.0 TERMINATION

9.1 Either party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party.

- 9.2 In the event of breach of the terms of this Agreement by either party the offended party shall serve seven (7) days' notice on the other party to remedy such breach, failing which the offended Party shall be at liberty to terminate the Agreement.
- 9.3 USL may forthwith terminate this Agreement if AUI fails in any way to provide the support and maintenance services as set out in this Agreement.
- 9.4 This Agreement shall terminate automatically if either Party goes into liquidation, winding up whether voluntarily or compulsorily or appoints a receiver and manager over its business or assets.
- 9.5 Upon termination of this, all obligations of the Parties under this Agreement shall cease. Notwithstanding the foregoing, nothing in this Clause shall be deemed to release either Party from liability for any failure to perform any of its obligations under the Agreement.
- 9.6 Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and, in particular but without limitation, the right to recover damages against the other and all provisions which are expressed to survive this Agreement shall remain in force and effect.

10.0 ASSIGNMENT

- 10.1 This Agreement is not assignable and AUI shall not assign or transfer or in any other manner make over to any third party the benefit and/or burden of this Agreement.

11.0 FORCE MAJEURE

- 11.1 If an event of Force Majeure occurs and during the continuation of such event of Force Majeure, the obligations of the parties herein shall be suspended until such time as the event of Force Majeure no longer exists and for so long as failure to perform any obligation hereunder is due to an event of Force Majeure, neither party shall be entitled to any damages arising thereof. Provided, however, that an event of Force Majeure shall not excuse either Party herein from the obligation to make any payment for any obligation arising prior to the occurrence of such event of Force Majeure. Either party may at its option terminate this Agreement in so far as a Force Majeure event continues for a period longer than three (3) months or at such time as the parties may agree. The

parties herein shall each use their best efforts to mitigate the effects of such event of Force Majeure.

11.2 If either party desires to invoke an event of Force Majeure as a cause for delay in its performance of, or failure to perform, any obligation hereunder (other than the payment of money accrued before the event of force majeure), it shall, as soon as is practicable but in any event within five (5) business days after the occurrence of the inability to perform due to an event of Force Majeure, advise the other party in writing of such event and the nature and expected duration and effect of such event.

12.0 ARBITRATION

It is the intention of both parties to use their best efforts to settle all disputes by negotiating in good faith with each other. For this purpose, and in the event of any dispute, controversy or claim arising out of or relating to this contract or the breach, termination or invalidity thereof, which cannot be resolved by mutual agreement by the parties shall be settled by arbitration in accordance with the Alternative Dispute Resolution Act, 2010 (Act 798) . The place of arbitration shall be Accra, Ghana and the language to be used in the arbitration proceedings shall be English. The Appointing Authority in all cases of failure to mutually appoint an arbitrator shall be a judge of a High Court located in Accra or his nominee.

The parties hereby agree that each party to the arbitration proceedings shall bear its own costs without recourse to and irrespective of the arbitrator's ruling or award.

13.0 AMENDMENT/ VARIATION

This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorized representatives of the parties.

14.0 WAIVER

No failure to, or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof without nor shall any single or partial exercise of any right or remedy as the case may be. The right and remedies provided in the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

15.0 ENTIRE AGREEMENT

- 15.1 This Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Save paragraph 15.2 below, neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Agreement.
- 15.2 The parties understand and agree that save as amended herein the terms, conditions, covenants and warranties contained in the First Agreement executed by the parties shall continue to govern the relationship between the Parties.

16.0 GOVERNING LAW AND JURISDICTION

This agreement shall be governed and construed in accordance with the Laws of Ghana.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

Signed and Sealed by)
AUI SYSTEMS acting by its)
CEO, Agblevor Daniel Yao)
In the presence of:)

Name:

Signature:

Address:

Position:

Signed and Sealed by)
Union Savings and Loans Co. Limited)
acting by its Managing Director, Philip Mensah)
In the presence of:)

Name:

Signature:

Address:

Position:

ANNEXURE 1

Previous Software (Intranet – Version 1.1)

1. *Web portal for news and events*
2. *Web portal for feedback/suggestion*
3. *Whistleblower to be incorporated web portal*
4. *Whistleblower to be incorporated into online web site*
5. *Web portal listing different departments in the organization with related information*
6. *Photo gallery for internal use*
7. *Software shortcuts / shortcuts to public URLs*
8. *Exchange rate*
9. *Helpdesk software*
10. *Phone directory containing all VOIP numbers in the institution*
11. *Expense Monitor*
12. *Leave Planner*
13. *Call Center*
14. *Document Manager*
15. *Recruitment Manager*
16. *E learning platform*
17. *Corporate internal website*
18. *Corporate external website*

New Software Integration, Deployment, Support, and Upgrade (LOBADESK® version 2.1)

All software found in this section are either an upgraded version of existing software or an entirely new software.

- External/Internal website (There would be only one website that would be accessed locally and externally)
- Leave Planner
- Call Centre Log sheet
- T-Bills
- U-Opinion
- U-Interact
- Gallery Re-arrangement
- Performance Management (KPI Management /Frontline performance assessment)
- CRM/Pipeline Management/Call Report
- Requisitions /Expense Monitor
- Training Calendar
- Access Request Management/IT Form - 1
- Fleet Management (Logistics Request/Trip Planner/Fuel Tracking/Vehicle Maintenance)
- Stock Management
- E-learning
- Notification System(SLA, Payments)
- Helpdesk

ANNEXURE 2

Quarters	Due Dates	Amount(GHS)
Apr – Jun 2016	27 th Jun, 2016	4,320.00
Jul – Sep 2016	27 th Sep, 2016	4,320.00
Oct - Dec 2016	27 th Dec, 2016	4,320.00
Jan – Mar 2017	27 th Mar, 2017	4,320.00
Apr – Jun 2017	27 th Jun, 2017	4,320.00
Jul – Sep 2017	27 th Sep, 2017	4,320.00
Oct - Dec 2017	27 th Dec, 2017	4,320.00
Jan – Mar 2018	27 th Mar, 2018	4,320.00
Apr – Jun 2018	27 th Jun, 2018	4,320.00
Jul – Sep 2018	27 th Sep, 2018	4,320.00
Oct - Dec 2018	27 th Dec, 2018	4,320.00
Jan – Mar 2017	27 th Mar, 2019	4,320.00