

## SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of June, 2022 by and between **Smart Systems** (hereinafter referred to as the "Developer"), represented by its CEO, Dorbor Bedell, and the **National Fisheries and Aquaculture Authority**, an autonomous agency of the Government of Liberia (hereinafter referred to as the "Licensee"), represented by its Director General, Hon. Emma Metieh Glassco, hereby;

### RECITALS:

**WHEREAS**, the Developer has developed and licenses to users its software programs marketed under the name Smart Accounts Online version IFRS (the "Software"); and,

**WHEREAS**, the Licensee desires to utilize a copy of the Software.

**WHEREAS**, the Licensee desires that the developer convert existing accounting data to IFRS format.

**WHEREAS**, the Licensee desires that the developer provides an IFRS consultant to train the staff members of the Licensee in IFRS reporting.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

#### 1. License.

The Developer hereby grants to the Licensee a perpetual, non-exclusive, limited license to use the Software in Liberia as set forth in this Agreement.

#### 2. Restrictions.

The Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of the Developer; provided that the Licensee may make one copy of the Software for backup or archival purposes. The Licensee may not allow anyone who is not associated with the Licensee to use the software, without the prior written consent of the Developer

#### 3. Functionalities of the Software and services.

- i. IFRS Trial Balance
- ii. IFRS Balance Sheet, including automatic calculation of depreciation using straight line method
- iii. IFRS Statement of Cash Flows
- iv. IFRS Statement of Income
- v. IFRS Statement of Equity
- vi. Conversion of existing data to IFRS format
- vii. Training of staff in IFRS Reporting

#### 4. Fee.

In consideration for the grant of the license and the use of the Software, the Licensee agrees to pay the Developer the sum of Twenty Three Thousand United States Dollars (US\$23,000.00) as follows

- i. US\$3,500.00 (Three Thousand Five Hundred United States Dollars) upon signing of this contract.
- ii. US\$6,370.00 (Six Thousand Three Hundred Seventy United States Dollars) upon 30% installation of software;

- iii. , US\$3,090.00 (Three Thousand Five Hundred United States Dollars) upon 50% installation of software;
- iv. US\$6,540.00 (Six Thousand Five Hundred Forty United States Dollars) upon 90% installation of software;
- v. US\$3,500.00 (Three Thousand Five Hundred United States Dollars) upon completion of the installation of software and training of users

#### **5. Warranty of Title.**

A. The Developer hereby represents and warrants to the Licensee that the Developer is the owner of the Software and its content or otherwise has the right to grant to the Licensee the rights set forth in this Agreement.

B. The Developer shall indemnify and hold the Licensee harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by the Licensee therein, arising out of or in conjunction with the Developer's performance under or breach of this Agreement. The Developer will indemnify and hold the Licensee harmless against any claims for infringement of intellectual property, including but not limited to infringement of any copyright, trademark, patent or trade secret made against the Licensee by any third party.

C. In the event of any breach or threatened breach of the foregoing representation and warranty, the Licensee's remedy shall include, at its election, to require the Developer to: i) procure, at the Developer's expense, the right to use the Software; or ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach; or iii) refund to the Licensee the full amount of the license fee upon the return of the Software and all copies thereof to the Developer. The Licensee shall also have the right to institute the appropriate legal action to remedy the breach and claim damages.

#### **6. Warranty of Functionality.**

A. For a period of twelve (12) months following delivery of the Software to the Licensee (the "Warranty Period"), the Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, the Licensee shall promptly notify the Developer and return the Software to the Developer at the Developer's expense. The Licensee's remedy shall include that the Developer shall correct the Software so that it operates according to the warranty or termination of this Agreement. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by the Developer. The Licensee shall also have the right to institute the appropriate legal action to remedy the breach and claim damages. The specifications and functionalities of the systems as expressed in the proposal forms an integral part of this Agreement.

B. In the event of any defect in the media upon which the Software is provided arising within one hundred twenty (120) days of the date of delivery of the Software, upon return to the Developer of the Software upon the original media, the Developer shall provide Licensee a new copy of the Software.

#### **7. Software Maintenance.**

A. Standard Maintenance. During the Warranty Period, the Developer shall provide to the Licensee any new, corrected or enhanced version of the Software as created by the Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software.

#### **8. Developer's Default.**

If the Developer defaults or fails to deliver the software or implement the software within

full responsibility for any consequential damages sustain by the Licensee. If failure to deliver is caused by the Licensee's fault, or by both the Developer and the Licensee, the two shall share the cost of incidental and consequential damages.

#### **9. Warranty Disclaimer.**

THE DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE INCLUSIVE AND COMPRISES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THIS AGREEMENT.

#### **10. Notice.**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery.

##### **If to the Developer:**

Smart Systems  
5<sup>th</sup> Street, Sinkor  
Monrovia, Liberia

ATTENTION: Dorbor Bedell  
CEO

##### **If to the Licensee:**

National Fisheries and Aquaculture Authority  
Bushrod Island  
Monrovia, Liberia

ATTENTION: Hon. Emma Metieh Glassco  
Director General

#### **11. Governing Law.**

This Agreement shall be construed and enforced in accordance with the laws of the Republic of Liberia.

#### **12. Relation of Parties.**

The performance by the Developer of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between the Developer and the Licensee, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

#### **13. No Assignment.**

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party.

#### **14. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

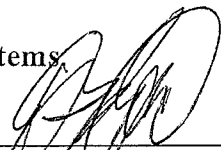
#### **15. Severability.**

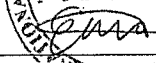
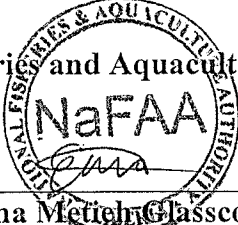
If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then both the Developer and the Licensee shall convene a meeting to determine whether to rewrite the entire Agreement or any portion(s) directly or indirectly related to the invalid or unenforceable portion of this Agreement.

16. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Developer and the Licensee have executed this Software License Agreement on the day and year first above written.

Smart Systems  
By:       Witness By: Tammy L. Fw19  
Derbor/Bedell  
CEO

National Fisheries and Aquaculture Authority  
By:       Witness By: \_\_\_\_\_  
  
Emma Mettel-Glassco  
Director General