

**FRAMEWORK CONTRACT FOR SOFTWARE
SUPPORT SERVICES BETWEEN IPRAY SOLUTION
(LIBERIA) LTD. AUTHORIZED ORACLE DISTRIBUTOR
OF SOFTWARE
AND
LIBERIA REVENUE AUTHORITY**



REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

**FRAMEWORK CONTRACT FOR SOFTWARE SUPPORT SERVICES OF THE ORACLE AND
ITS LOCAL GOLD PARTNER, IPRAY SOLUTION (LIBERIA) LTD.**

THIS CONTRACT, is made and entered into this 1st day of November, A. D. 2020, by and between the Liberia Revenue Authority (SUBSCRIBER), a government of Liberia institution operating and established by laws of the Republic of Liberia, represented by its authorized officers, Mr. Aaron B. Kollie (known and referred to as the “SUBSCRIBER”), and the Oracle, represented by its certified local Gold Partner, **IPRAY SOLUTION (LIBERIA) LTD**, a company created by law and operating in Liberia, represented by its Managing Director, Francis Nwosu, (“SOLUTION PROVIDER”).

RECITAL

WHEREAS, the SUBSCRIBER has solution that are built and runs on an Oracle Database using Oracle software;

WHEREAS, Subscriber entered into a contract to provide software support services to the LRA to enhance the software performances.

WHEREAS, the enhancement and additional features includes transitioning from the regular 300 user base licensing arrangement to a 6-core Enterprise edition licensing per physical processor which will allow the subscriber (LRA) unlimited user access instead of the initial 300 users. Also included is the Oracle Real Time Application Clusters, this allows for high availability, fault tolerance and redundancy. Additionally, the Oracle Diagnostic Pack simplifies diagnosing performance issues for administrators and ensures quicker resolution of performance bottlenecks and provides comprehensive system monitoring and event notification to reduce management cost and deliver better quality of service. Oracle Tuning Pack ensures Real-Time SQL Monitoring Tuning Advisor, In-Memory Advisor, Active Data Guard Remote Tuning and Object Reorganization. Full license details attached hereto as appendix “A”

WHEREAS, SERVICE PROVIDER has proprietary right over these software, including the provision of Yearly Active that are sold through their certified agent/partner;

WHEREAS, SUBSCRIBER has acquire (6) Oracle Database Enterprise Edition Processor Perpetual Software Upgrade and 1 Year Active Support as specified as follows:

- (a) Oracle Database Enterprise Edition- (6) Processor Perpetual Software Update License & Support
- (b) Oracle Real Application Clusters – (8) Perpetual + 1 Year Active.



- (c) Oracle Diagnostics – (12) Perpetual + 1 Year Active.
- (d) Oracle Tuning Pack – (12) Perpetual + 1 Year Active.

WHEREAS, a letter of “No Objection” has been obtained from PPCC for awarding the contract to IPRAY SOLUTION (LIBERIA) LTD which is attached hereto as appendix “B”.

ARTICLE 1 TERM

This Contract is for the period commencing the 1st day of November A.D. 2020 up to and including the 30th day of June A.D. 2021 inclusive of any other period which may be subsequently agreed by the PARTIES.

SOLUTION PROVIDER will provide the following services:

1. Oracle Data Enterprise Edition Processor Perpetual;
2. Oracle Real Application Cluster Processor Perpetual;
3. Oracle Diagnostic Processor Perpetual;
4. Oracle Tuning Pack Processor Perpetual;
5. Oracle Support Essentials Webcasts;
6. Download patches and updates;
7. Access proactive support tools;
8. Collaborate in the My Oracle Support Community;
9. Create a Service Request

ARTICLE 2 PAYMENT

The Parties hereto have mutually agreed that the SUBSCRIBER shall pay to SERVICE PROVIDER AS FOLLOW:

- A. Support on the Solution at **USD\$52,338.17**.

Payment Conditions

Payment shall be made in United States Dollars or its Liberian Dollar equivalent at the prevailing exchange rate at which the Ministry of Finance & Development Planning makes the quarterly budgetary disbursement to the LRA during the quarter in which payment is to be made. Payment shall be made not later than the 10th day of the month following submission of invoice and supporting documents approved by the designated oversight authority. Payment shall be made by check or direct deposit to the SERVICE PROVIDER for services rendered.

A handwritten signature in black ink, appearing to be 'J. J. J.', is located in the bottom right corner of the page.

ARTICLE 3 TERMS OF THE AGREEMENT

In addition to the provision contains herein this contract shall also be governed by the ORACLE TOMA Agreement General terms and the ORACLE Software Technical Online Active policies herein attached. Whenever there is a conflict in the clear meaning and /or interpretation of the provisions of the Agreement herein and the ORACLE TOMA Agreement, this Agreement shall prevail.

ARTICLE 4 TAXATION

The SUBSCRIBER shall withhold from payment made to the SERVICE PROVIDER for license renewal under this contract pursuant to Section 905(f) of the Liberia Revenue Code of 2000 as amended.

ARTICLE 5 CONTRACT ADMINISTRATION

The SUBSCRIBER designates the Assistant Commissioner for Management Information System (MIS) Division as Contractor's Oversight Authority. The Oversight Authority shall be responsible for the coordination of activities under the Contract and providing guidance for receiving and approving the deliverables by the Contractor.

ARTICLE 6 CONFIDENTIALITY

The SERVICE PROVIDER shall keep all information obtained during the course of this Contract confidential in keeping with Section 54 of Liberia Revenue Code of 2000 as Amended.

ARTICLE 7 OWNERSHIP OF MATERIALS

Any materials and/or assigned assets given to the SERVICE PROVIDER under this Contract shall belong to and remain the property of the SUBSCRIBER. The SUBSCRIBER may retain a copy of such documents/receipts. At the expiration or termination of the contract, all assigned assets and materials shall be returned in a good/fair position.

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ARTICLE 8
SERVICE PROVIDER NOT TO BE ENGAGED IN CERTAIN ACTIVITIES

The SERVICE PROVIDER agrees that, during the term of this Contract and after its termination, the Contractor, and any person or entity affiliated with the Contractor, shall be disqualified from providing works or services (other than Contracting services that would not give rise to a conflict of interest) resulting from or closely related to this Contract.

ARTICLE 9
INSURANCE

The SERVICE PROVIDER shall be responsible for obtaining appropriate insurance coverage.

ARTICLE 10
ASSIGNMENT

The SERVICE PROVIDER shall not assign this Contract or Subcontract any portion of it without the SUBSCRIBER's prior written consent.

ARTICLE 11
LAW GOVERNING CONTRACT

The Contract shall be governed by the laws of Liberia.

ARTICLE 12
DISPUTE RESOLUTION

Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred first to arbitration, then to adjudication in accordance with the laws of the Republic of Liberia.

ARTICLE 13
SAVINGS CLAUSE

If any part of this Agreement is, or shall become, or shall be declared illegal, invalid, unenforceable or void by court of competent jurisdiction for any reason (including the provisions of any legislation or decision of any competent authority) such part shall be severed from this Agreement and such contravention, illegality, invalidity or

unenforceability shall not in any way whatsoever prejudice or affect the remaining parts of this Agreement which shall continue in full force and effect.

ARTICLE 14 TERMINATION

The Principal may terminate this Contract with at least ten (10) working days prior written notice to the Temporary SERVICE PROVIDER after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- a. If the SERVICE PROVIDER does not remedy a failure in the performance of its obligations under the Contract within five (5) working days after being notified, or within any further period as the Principal may have subsequently approved in writing;
- b. If the SERVICE PROVIDER becomes disable or terminally ill, but not arising from activities out of the contract, (while acting in the capacity of an Contractor);
- c. If the SERVICE PROVIDER, in the judgment of the Principal, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing SUBSCRIBER sanctions procedures or the laws of the Republic of Liberia) in competing for or in performing the Contract.
- d. If the Principal, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

ARTICLE 15 ENTIRETY OF CONTRACT AND AMENDMENT

The terms and conditions set forth herein constitute the entire Contract between the parties and supersede any communications or previous contract with respect to the subject matter of this Contract. There are no written or oral understandings directly or indirectly related to this Contract that are not set forth herein. No change can be made to this Contract other than in writing and signed by both parties.

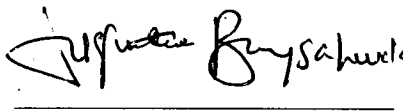
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**ARTICLE
BINDING CLAUSE**

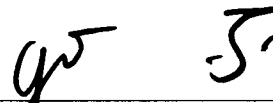
This Contract is binding on the Parties hereto, their successor's assigns, and personal representatives.

IN WITNESS HEREOF, THE PARTIES HERETO,
HAVE AFFIXED THEIR SIGNATURES ON THE DAY
AND DATE FIRST ABOVE WRITTEN.

IN THE PRESENCE OF:

 Baysahwa 

FOR THE SUBSCRIBER



**NAME: AARON B. KOLLIE
TITLE: DEPUTY COMMISSIONER
GENERAL ADMINISTRATIVE
AFFAIRS**

FOR THE SERVICE PROVIDER



**NAME: FRANCIS NWOSU
TITLE: MANAGING DIRECTOR
(IPRAY) SOLUTION**

