
SOFTWARE LICENSE AND SUPPORT AGREEMENT

between

CATALYST IT Solutions (Pvt.) Limited

And

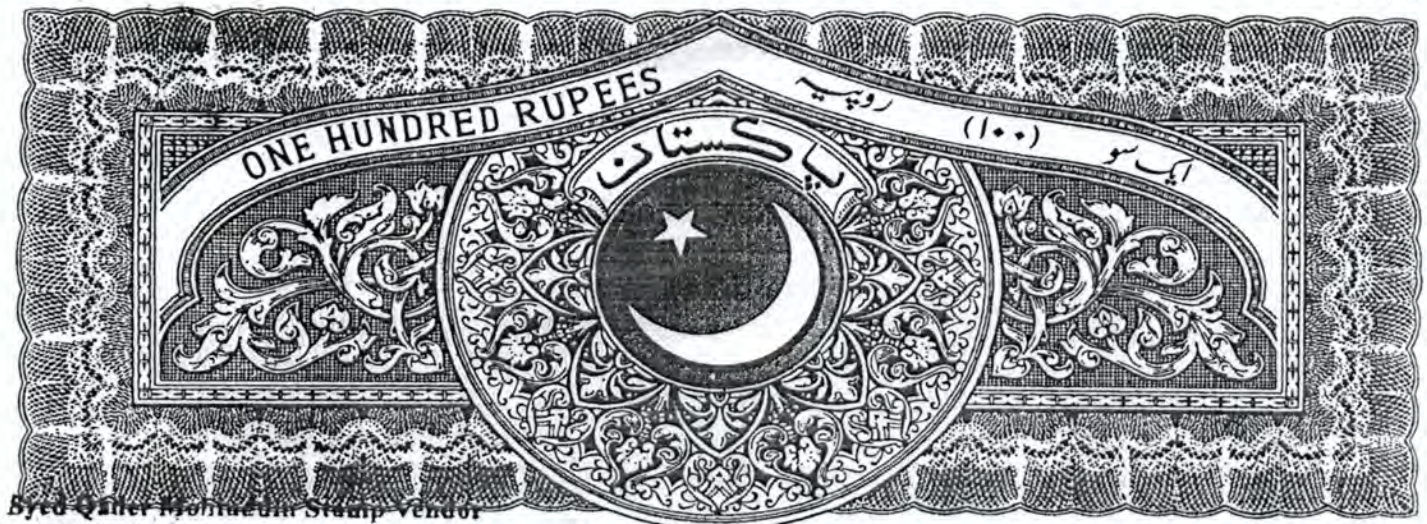
AKD Securities Limited

Dated [-02-01-2012-]

Karachi

Contents

1. RECITALS	3
2. DEFINITIONS:.....	4
3. SOFTWARE LICENSING AND ITS DEPLOYMENT.....	5
3.5 Training.....	6
3.6 Licesencing & Software Implementation Fee and Payment.....	6
4. SUPPORT SERVICES.....	6
5. OWNERSHIP / INTELLECTUAL PROPERTY (IPR) / COPY RIGHT	7
5.1 Ownership	7
5.2 Intellectual Property	7
5.3 Copyrights.....	8
5.4 Source Code	8
6. UPDATES / UPGRADES.....	8
7. LIMIT ON LIABILITY	9
8. FORCE MAJEURE.....	9
9. CONFIDENTIALITY	9
10. TERMINATION	9
11. ARBITRATION	10
12. MISCELLANEOUS.....	10
13. GOVERNING LAW AND JURISDICTION	11
14. TAXES, LEVIES AND DUTIES	11
15. SIGNATURE PAGE.....	12
ANNEXURE A.....	13
ANNEXURE B.....	14
ANNEXURE C.....	15
ANNEXURE D.....	16



Syed Qaiser Mahmood Stamp Vendor

Licence # 34, Seat # 45, Shed-B

City Council, Karachi

S. No. 81/01

ISSUED TO WITH ADDRESS Syed Aq. Memon

THROUGH WITH ADDRESS

PURPOSE

VALUE Rs.

STAMP VENDOR SIGNATURE

28 DEC 2011

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement ("Agreement") is made and entered into at Karachi on this [-02-] day of [-January-], 2012 by and between:

CATALYST IT Solutions (Pvt.) Limited, a company incorporated under the laws of the Islamic Republic of Pakistan, having its registered office at 403, Al-Rehman Center, Shahra-e-Faisal, Karachi (hereinafter referred to as "CATALYST" or the "Licensor" which expression shall mean and include where the context so requires or admits, its successors-in-interest and permitted assigns) acting through its CEO / Director – Business Development, Mr. Humayun Jawaid Syed, pursuant to a [resolution of its Board of Directors / Power of Attorney] dated 02/01/2012; of the First Part;

And

AKD Securities Limited, a company incorporated under the laws of the Islamic Republic of Pakistan, having its registered office at [022, CTC, Block 8, Clifton] (hereinafter referred to as the "Client" or the "Licensee" which expression shall mean and include where the context so requires or admits, its successors-in-interest and permitted assigns), acting through its [HEAD-IT Division designation-], Mr. [Humayun Jawaid Syed], pursuant to a [resolution of its Board of Directors / Power of Attorney] dated 02/01/2012 of the Second Part;

1. RECITALS

WHEREAS:

1.1 CATALYST is involved in the development of e-trading software solutions and specialises in providing IT solutions and services to its clients.

1.2 CATALYST has also developed and owns the Brokerage Prelude Software ("Software") details and purpose of which is given in Annexure D



1.3 The Client wishes to acquire a license to use the Software. The license to use the Software relates only to the basic, standard product and not to any Major Customisations.

1.4 CATALYST has agreed, inter alia, to provide installation & implementation, training, Documentation, Customisations, and support services to the Client in connection with the Software;

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual benefits to be derived and the representations and warranties, covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged and intending to be legally bound, CATALYST and the Client hereby agrees as follows:

2. DEFINITIONS:

In this Agreement (including the recitals), all capitalised terms shall have the following meanings assigned to them:

2.1 "**Business Day**" means a day on which both the Licensor and the Licensee are open for business.

2.2 "**Certificate of User Acceptance**" means a certificate from the Licensee to the Licensor that the Software has been installed and implemented with the agreed Customisations to the satisfaction of the Licensee.

2.3 "**Completion Certificate**" means a certificate from the Licensor to the Licensee stating that the Software has been installed and implemented at the Licensee's premises.

2.4 "**Customisation**" means Minor Customisation and Major Customisation.

2.5 "**Documentation**" means user manuals and installation guides. Documentation shall also include documentation relating to any Software changes created and added by CATALYST from time to time at any future date to the Documentation.

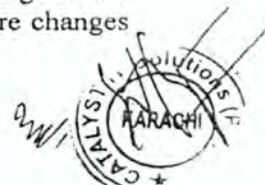
2.6 "**IPR**" means the Intellectual Property Rights of the Licensor in the Software.

2.7 "**Major Customisation**" means any and all changes and additions made to the Software by CATALYST at the request and cost of the Client and involving structural and/or algorithmic changes to the Software and related Documentation that improve or materially change the functionality by changes in system design.

2.8 "**Minor Customisations**" means small modifications, amendments, non-structural and non-algorithmic changes made by CATALYST on its own or at the request and cost of the Client, not being Major Customisations, in relation to the Software, for compliance with any legal/regulatory requirements or to bring it in line with the Client's requirements. This will include only simple developmental work and/or any minor GUI related amendments.

2.9 "**Source Code**" means the compilation of statements, functions, loops, commands, declarations, stored procedures, views or any other data schemes of data bases written in a human-readable, computer programming language.

2.10 "**Updates**" mean periodic update given to client by CATALYST to ensure compliance of the Software to the requirements of the pertinent stock exchange, or changes due to a change in laws, rules and regulations, or for any amendments or for resolving any bugs. These do not include any Upgrades and/or Major Customisations that may be required due to change in the operative framework by the pertinent stock exchange, or any other change that require changes to the structural/algorithmic design of the Software.



2.11“**Upgrades**” means new and advanced versions of the Software that may include new features, functions or designs that significantly improve performance, utility, efficiency and operative capabilities of the Software.

3. SOFTWARE LICENSING AND ITS DEPLOYMENT

3.1 In consideration of the Licensee’s payments, as described in Section 3.6, for acquisition of the Software License, the Licensors hereby grants to the Licensee, a Non-Exclusive perpetual and non-assignable License to use the Software.

3.1.1The Licensors hereby agrees to:

- Install and implement the Software at the Client’s premises;
- Undertake the Customisations which are agreed between Licensors & Licensee required to make the Software perform in accordance with the Client’s requirements;
- Provide sufficient training and Documentation to enable the Client to operate the Software and undertake routine troubleshooting;
- Provide the Updates and Upgrades as per the requirements of the Licensee provided for in this Agreement.

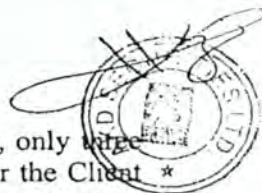
3.1.2 The Licensee hereby agrees:

- To use the Software for its intended purpose only;
- To provide adequate hardware, all supporting infrastructure and obtain any third party licenses / products, web domain and hosting services that may be required for the Software to function properly at his own cost;
- To use only original and licensed versions of the Software as well as licensed versions of all third party products as well;
- Not to sell, re-sell, rent, sub-license, commercialise or permit the use of the Software whether for any consideration or free of charge to any third party, including the Licensee’s affiliates, subsidiaries, branches or franchises;
- That under any circumstances will not attempt to modify the Software or configuration on his own. However, if any change in network connected to use of the Software, is required then it will be done after mutual consent of Licensors and Licensee.
- To use and maintain the Software only as permitted by CATALYST.

3.2 Customisation

3.2.1 The Software is offered as a standardised product to all customers, and hence, only three (3) customisations by way of Basic Customisations will be done by CATALYST for the Client free of cost. Any and all additional changes to the Software made at the request of the Client by way of Basic Customisations will be made at an extra charge to the Client. Details of such charges are given in Section 3.6.

3.2.2 It is hereby agreed and understood that all Major Customisations will be made at the specific written request of the Client. Moreover, all Major Customisations will be chargeable as an extra cost to the Client. Details of such charges are given in Section 3.6.



3.3 Deployment

3.3.1 Once the Project Plan is agreed, the Licensor shall commence work on the Software Customisation and deployment and shall ensure that all activities are completed within the timeframe agreed in the Project Plan.

3.3.2 The Licensee hereby agrees to provide full support to the Licensor to enable him to meet his pre-agreed targets. The Licensor shall also provide relevant Documentation to the Licensee to enable them to use the Software and avail its features and functions.

3.3.3 The Licensee also agrees to nominate at least one or at most two IT related persons from his organisation who will liaise and coordinate with the Licensor to enable smooth deployment of the Software.

3.3.4 In case the Licensor fails to deploy the Software within the agreed timeframe, he shall write to the Licensee, giving reasons for the delay and setting out the new timeline. This change in the timeline will have no effect on the financial aspects of the Agreement, except where delay is attributable to the fault on part of the Licensee.

3.4 Testing

3.4.1 The Licensor shall issue a Completion Certificate to the Licensee once deployment activities are completed. The Client shall then review and validate the Software and its operations and functionality and, once satisfied, will issue a Certificate of User Acceptance to the Licensor.

3.4.2 If satisfied, the Client will have to issue Certificate of User Acceptance within 30 Business Days of the issuance of the Completion Certificate by the Licensor.

3.5 Training

3.5.1 Once deployment of the Software is complete, Licensor shall provide complete training to the Client for the Software. Client will assign its operational staff that will be trained for Software configuration, usage and its features. CATALYST will also train nominated person(s) to manage day-to-day technical operations, routine procedures and troubleshooting. Such trainings will be conducted at Client's premises.

3.5.2 Trainings related to upgrades and updates will be conducted time to time as and when updates and upgrades are released.

3.6 Licesencing & Software Implementation Fee and Payment

3.6.1 For License to use the Software, the Licensee shall pay the Licensor license fees as given in Annexure A.

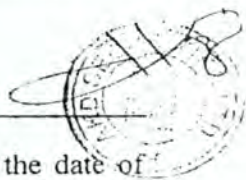
3.6.2 For customizations, major and minor, the rates will be agreed upon with mutual consent of the parties.

3.6.3 In addition to all other fees mentioned in this Agreement, the Client shall also reimburse the Licensor with all out of pocket expenses incurred in customisation and deployment of the Software. Such expense will include but will not be limited to travelling & accommodation, communication, printing, photocopying and sundry expenses. These pre-intimated expenses will be billed to the Client on case to case basis, and the Client hereby agrees to re-imbrues such expenses.

4. SUPPORT SERVICES

4.1 The Licensor shall provide to the Licensee free support for [120] days from the date of issuance of the Completion Certificate, during which the Licensor shall rectify any faults, bugs or defects in the Software.

4.2 However, the Licensor shall not provide any support for hardware, supporting infrastructure and other third party products. Such responsibility will rest sole with the Licensee.



4.3 After the expiry of the warranty period given above, the Client may elect to receive support services upon payment of applicable fees as specified in Annexure C.

4.4 Under the support arrangement, the Client will be entitled to receive support services from CATALYST by telephone, email, online or personal visits, as per the need of the matter. Details of such support services are given in Annexure B.

4.5 CATALYST undertakes that such complaints of the Client will be addressed with utmost efficiency and shall disclose all known defects and their detours or workarounds to the Client. These services will be in addition to the Updates that will be provided to the Client free of cost during the currency of this Agreement.

4.6 The Client shall ensure that remote access is made available to CATALYST at all times to enable it to carry out its support service activities at all times with ease. CATALYST shall only visit the Clients premises on an ad hoc basis.

4.7 CATALYST may also make improvements in the Software based on the users experience under the maintenance arrangement which would improve the performance of the Software, along with removing any faults, defects or shortcomings that may have been experienced.

4.8 However, CATALYST will not provide any developments, Minor or Major Customizations or any Upgrades to the Software under such support arrangements, and such work would be chargeable, except for those which are agreed to be provided free of cost, as extra to the Client at mutually the agreed rates as stated for Minor Customizations and Major Customizations in Section 3.6.2.

4.9 Support services for the Software shall be available till six months after an Upgrade to the Software is released. After the expiry of six months from the date of release of an Upgrade, support service for the old version shall cease unless the Licensee opts to purchase the Upgrade, upon which the support services shall continue as normal, subject to the additional cost of support for the Upgrade.

5. OWNERSHIP / INTELLECTUAL PROPERTY (IPR) / COPY RIGHT

5.1 Ownership

5.1.1 The Software is licensed to the Licensee, limited and restricted to a non-exclusive, perpetual, non-assignable and personal use of the Licensee.

5.1.2 At no point in time during or after the currency of this Agreement will the Licensee assume any ownership or proprietary rights of the Software. The Licensee acknowledges and accepts unconditionally that all ownership and proprietary rights, benefits and advantages rests, and will continue to rest, with the Licensor at all times.

5.1.3 The data provided by the Client, in order to accomplish the project, will remain the property of Client and will not be used by CATALYST for any other purpose.

5.2 Intellectual Property

5.2.1 The Licensee expressly agrees that full and unlimited IPR of the Software resides exclusively with the Licensor. The Licensee has no express or implied rights to the Software other than the use of the Software as per the conditions in this Agreement.

5.2.2 Furthermore, Licensee shall maintain the intellectual property rights of the Licensor in the Software by adhering not to copy, imitate, alter, decompile, disassemble, modify any component, connect any other systems to it, tamper with the Software or attempt to reverse engineer it directly or indirectly and shall protect the Software against copying or imitation by any third party. The Licensee shall take such degree of care, precaution and safeguard to protect the IPR of the Licensor, to the extent and manner that the Licensee would have done had it been its own.

5.2.3 In the event the Licensee suspects or has direct or indirect knowledge of any misuse, tempering, illegal operation or breach of software license regardless of whether such tampering, illegal operation or breach of software license has cause due to any act or omission of the Licensee or not, the Licensee shall at his own cost, forthwith take such steps and efforts as may

be necessary to immediately stop the aforesaid illegal activity and notify the Licensor accordingly along with the details of steps taken to curtail the same, including without limitation seeking such preventive orders or injunctive reliefs, in the competent jurisdiction, so as to protect and safeguard the IPR of the Licensor. The Licensor reserves its right to initiate legal action to protect the IPR including but not limited to prosecuting any person, third party or the Licensee responsible for the violation of IPR of the Licensor.

5.3 Copyrights

5.3.1 The Software, its name, design, logo, patents, trademarks, and other components and applications provided by the Licensor(excluding 3rd party software and hardware paid for by the Licensee) is the exclusive property of the Licensor only, and their use by the Licensee is restricted to the provisions of this Agreement.

5.3.2 Similarly, the Licensor's name, logo (including its layout and design) patents and trademarks are the exclusive property of the Licensor, and the Licensee has no right or authority under this Agreement to use any of these except the license to use the Software granted under this Agreement.

5.3.3 The Licensee shall not make or use unauthorized copies of Software under any circumstances and will comply with the license regulating the use of the Software. Furthermore, the Licensee shall not engage directly or indirectly in the manufacture, distribution, supply or use of counterfeit, pirated or unlicensed Software copies.

5.3.4 The Licensee shall report to the Licensor, when it comes to the Licensee's knowledge (or it suspects) any counterfeit, piracy, infringement of IPR, copyrights pertaining to the Software, and unconditionally provide oral or documentary evidence, proof, and/or testimony in its possession about the piracy or infringement of the IPR and copyrights.

5.4 Source Code

5.4.1 The Licensee shall not reverse compile, decompile, reverse engineer or reverse assemble the Source Code of the Software in whole or in part and shall not do any other thing to produce the Software Source Code or any other code that can be read by a programmer.

5.4.2 The protected Source Code will be the property of the Licensor at all times, and the Licensor shall not be under any obligation to disclose or provide the Source Code of the Software to the Licensee. However it is agreed by the Parties that this Source Code, requested by the client, will be kept at Meezan Bank Limited, Al-Karam Center, Clifton Branch (MB) under the seal of the Parties. This Source Code can only be obtained from MB upon joint signing instructions of both Parties or, in the unlikely event of close of business and liquidation of CATALYST, to the Licensee upon the Licensee's sole instructions provided that such instructions will be verified by the Licensor. The cost of this arrangement shall be borne exclusively by the Licensee.

6. UPDATES / UPGRADES

6.1 CATALYST agrees to provide the Client all Updates during the tenor of the Agreement free of cost to ensure smooth operation and usage of the Software.

6.2 However, CATALYST will not provide any Customisations to the Software to the Clients. Such Customisations are not a part of the annual maintenance arrangements as well and will be chargeable to the Clients at the rate given in Section 3.6.

6.3 If there is an Upgrade to the Software during the currency of this Agreement, such Upgrades will have to be purchased by the Client at a cost determined by CATALYST. Upgrades will also be excluded from the support service arrangements given in Section 4.

6.4 If any Upgrade is purchased by the client, then it will become the part of the Software, governed according to the provisions of this Agreement. The upgraded version of the Software will benefit from the same warranty as the original Software. However, 15% of this purchased Upgrade cost will be added to the original support cost of the Software.

6.5 If the Client does not wish to purchase the Upgrade, then it may continue to use the old version of the Software as per his desire. However, as given in Section 4 above, support services as well as Updates shall be available for only six months after an Upgrade to the Software is released.

7. LIMIT ON LIABILITY

7.1 CATALYST hereby expressly disclaims all liability for losses or damages of any kind whether direct or indirect, consequential, compensatory, actual, punitive, special or incidental, arising out of use, reference or reliance on the Software, or on account of any loss of opportunity or business loss which the Client may suffer or incur related to transactions in connection with this Agreement or otherwise.

7.2 CATALYST expressly agrees that if, minimum 4 times during a quarter, support services are not provided on timely basis then the Licensee has a right to pay the quarterly fee after deduction of 10% of total fee payable.

7.3 The Client expressly agrees that such programs are exposed to interruptions and failures for various reasons, and the Software is no different. Accordingly, CATALYST will not be held responsible for any losses or damages incurred by the Client for unlikely interruptions or faults in the Software during the period of the contract.

7.4 However, in case of a breach of any terms of this Agreement, the maximum amount of damages that can be claimed by the Licensee will be restricted to the total license fee, with no cap on the amount recoverable by CATALYST for a breach of any terms of this Agreement by the Licensee

8. FORCE MAJEURE

8.1 In addition to any excuse provided by applicable law, both parties hereto shall be excused from liability for non-performance of this Agreement arising from force majeure, defined as any event beyond any party's control, whether or not foreseeable by either party, including but not limited to, labour disturbance, war, civil commotion, terrorists act, fire, accident, communication failure, adverse weather or any other Act of God, governmental act or regulation or other causes or events beyond either party's control, whether or not similar to those enumerated above.

9. CONFIDENTIALITY

9.1 Both parties shall keep confidential and not disclose, publish, sell, trade or disseminate in any manner to any third party any technical information, data, business or trade secrets, other proprietary information or other similar information provided by either party to the other during the course of this Agreement without written consent from the other party. The Licensor hereby agrees that Client's data will not be carried or accessed outside the Client's network.

9.2 Either party for their mutual benefit shall use the confidential information during the course of this Agreement. This clause shall survive the expiry/termination of this Agreement and shall continue in force for five year after the termination/expiry of this Agreement.

10. TERMINATION

10.1 Either party may terminate this Agreement by giving a three (03) months prior notice to other party, after the date of signing of this Agreement and before the issuance of the Completion Certificate by serving written notice to the other in writing voluntarily without cause, thereby informing about its intention to do so.

10.2 If the Licensor terminates this Agreement voluntarily by serving 03 months' notice, the Licensor will refund the advance fee received earlier for the balance period after the notice has

been served. Same condition will be applicable in case where the Licensee terminates the Agreement voluntarily.

10.3 Notwithstanding anything contained in the Agreement, the both parties shall continue to be bound by provisions of Section 5 and Section 9 even after the termination date.

11. ARBITRATION

11.1 In the event any dispute arises between the parties out of or in relation to this Agreement, both the parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not resolved through consultations, then the disputes shall be settled by arbitration.

11.2 The dispute shall be referred for arbitration in Karachi to a sole arbitrator if one can be agreed upon by both parties or to two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before entering upon the reference) in accordance with the Arbitration Act, 1940 or any amendment thereto or re-enactment thereof for the time being in force. The arbitration award shall be final and binding on the parties. The arbitration fee shall be paid by the party against whom the decision has been given in the arbitration. The arbitrators shall not have the power to award or assess punitive damages against either party. Both parties agree that the award passed by the arbitrator(s) shall be kept confidential from public, competitors, customers, agents and representatives, except to the extent of disclosure required to be made in order to enforce the arbitration award. The arbitration shall be a condition precedent to any other action under the law.

12. MISCELLANEOUS

- CATALYST is agreed to provide reasonable co-operation to Licensee in the situations where the Licensee is called upon for any statutory audit and would assist the Licensee in addressing specific queries relating to the Software as asked by the auditors.
- CATALYST shall limit their services to those services expressly set forth herein and related thereto.
- This Agreement may be modified only by a writing signed by both parties to this Agreement. Such modification shall not be deemed as a cancellation of this Agreement.
- Neither this agreement nor any operation hereunder is intended to be, shall not be deemed to be, and shall not be treated as a general or limited partnership, association or joint venture or agency relationship between the Licensee and Licensor.
- The headings preceding the text, articles and sections hereof have been inserted for convenience and reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.
- If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein unless the gravity of the condition is such that it makes it impossible for the Agreement to continue.



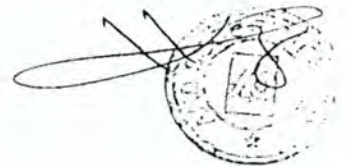
13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement shall be governed by the laws of the Islamic Republic of Pakistan. Subject to the Arbitration Clause 12 above, any court or tribunal of competent jurisdiction in Karachi, Pakistan shall have non-exclusive jurisdiction to entertain all suits/cases and other matters arising out of or under this Agreement.

14. TAXES, LEVIES AND DUTIES

14.1 All taxes, levies, duties and charges (except for withholding tax on income) that may be required to be paid in connection with this Agreement shall be the Licensee's sole responsibility and shall be paid by the Licensee to the Licensor within 5 Business Days of the receipt of a demand from the Licensor requiring payment thereof, or directly to the competent authority, in which case the Licensee shall provide requisite evidence of payment to the Licensor.

14.2 The Licensor shall utilise funds so received to discharge the demand made by taxing authorities and shall provide the Licensee with evidence of payment so made. If the Licensor suffers any loss or damage as a result of the non-payment or delayed payment of any taxes, duties, levies and charges by the Licensee as contemplated by this Section, the Licensee shall indemnify the Licensor and hold him harmless against all losses and damages so arising.



15. SIGNATURE PAGE

14.1 In Witness Whereof the parties have caused this Agreement to be executed by their duly authorised representatives on the day, month and year first above written.

AS LICENSOR

For and on behalf of CATALYST I.T
SOLUTIONS (PVT.) LIMITED

SIGNATURE

Name: **Humayun Jawaid Syed**
Designation: **CEO/Director – Business**

IN THE PRESENCE OF:

SIGNATURE OF WITNESSES

- 1- Name: *Syed Ali Mehdi*
Address: *403, 4th Floor Al-Rehan Ctr*
NIC No: *42101-6597653-7*
- 2- Name: *Aamir Bin Mahmood*
Address: *403, 4th Floor Al-Rehan Ctr*
NIC No: *42201-5067944-3*

SIGNATURE

AS LICENSEE

For and on behalf of AKD Securities
Limited.

SIGNATURE

Name: **Khurram Kazmi**
Designation: **Head – IT Division**

IN THE PRESENCE OF:

SIGNATURE OF WITNESSES

- 1- Name: *Muhammaad Hais Aslam*
Address: *207, CFC, BLOCK 8, KARACHI*
NIC No: *42201-6016549-1*
- 2- Name: *AMRAN MAJEED*
Address: *602, CTC, BLOCK-8 KARACHI*
NIC No: *42301-0834173-7*

SIGNATURE



ANNEXURE A

License Fee

The License fee for the Software is **PKR 2,200,000/-**, payable in the following manner:

- Advance: 35%.
- On Deployment: 35%.
- On Completion: 30%.



ANNEXURE B

The support services will involve:

- Assistance and resolution to technical or operational issues of the Software;
- Assistance in identifying and determining the causes of suspected errors or malfunctions in the Software.
- Advice on detours or workarounds for identified errors or malfunctions.
- Information on errors previously identified by the Client and reported to CATALYST and detours to those.
- Resolution of any bugs or defects that might arise in the Software.
- Telephonic Support during Normal Working Business Hours & Days. Such support shall include consultation on the operational working and utilization of the Software.
- CATALYST will provide on-Site support to assist in the identification, isolation & eradication of suspected errors or malfunctions of the software. CATALYST may execute remote On-Line Support Diagnostics only in emergency cases for major works for a time period when Licensor called for such support till time when support team reached on Site.

Response Time For Support

Level One Response

Where a major fault occurs such that a business critical function is not operational and major user inconvenience is being caused then, between 24/7. CATALYST shall endeavour to respond within one hour; or

Level Two Response

Where a fault occurs such that an option is not operational but a workaround is available and is causing significant user inconvenience then; between 9:00 a.m.to 6:00 p.m. Monday through Friday, CATALYST shall respond within 03 hours; or

Level Three Response

Where a fault occurs such that a non-critical function is not operational and is causing an inconvenient problem but is not causing significant user inconvenience then; between 9:00 a.m.to 6:00 p.m. Monday through Friday, CATALYST shall respond within three working days.



The block contains a handwritten signature and two circular stamps. The top stamp is from 'CATALYST IT Solutions (Pvt) Ltd.' with 'KARACHI' in the center. The bottom stamp is from 'CATALYST IT Solutions (Pvt) Ltd.' with 'KARACHI' in the center. There are also some handwritten marks below the stamps.

ANNEXURE C

Support Fee

The fee for Support Services for the Software shall be **PKR 330,000/-** per annum, payable in advance in four quarterly instalments of **PKR 82,500/-** each.

This fee will be subject to an increase after every 12 (twelve) calendar months at mutually agreed rate.



ANNEXURE D

Purpose of the Software:

For use by brokerage houses to provide Online Trading Services to its branches and corporate & individual clients.

Components of the Software:

Brokerage Prelude includes the following components:

1. CATS – Branch Trading Solution.
2. Trade Cast – Online Trading System.
3. PerO – Mobile Based Trading System.
4. Flux – SMS Trade & Alert Solution.
5. Prudential Express – Information Web Portal.
6. VOX – Call Center Solution.

