

Fresa Technologies

Neutral IT Solution Provider

Disclaimer

The following is intended to outline our general product direction. It is intended for information purposes only, and may not be incorporated into any contract. It is not a commitment to deliver any material, code, or functionality, and should not be relied upon in making purchasing decision. The development, release, and timing of any features or functionality described for Fresa Technologies products remains at the sole discretion of Fresa Technologies.

This Annual Maintenance Contract Agreement (hereinafter referred to as "Agreement") is made and effective for the calendar year in which this agreement is signed for (hereinafter referred to as "Period", by and between **Client** (hereinafter referred to as "User"), located at **<Client Address here>** and **Fresa Technologies FZE** (hereinafter referred to as "**Vendor**"), registered at **Office A1-315, Ajman Free Zone, United Arab Emirates**.

WHEREAS, Fresa ERP Software Products (hereinafter referred to as "Software")

NOW, THEREFORE, in consideration of the mutual promises, the parties agree as following terms and conditions:

1. Conditions

The maintenance service is available only to the extent that:
The ERP Product is used in the form in which it is available with the User at the commencement period of this Agreement and/or subsequently upgraded by Vendor from time to time. The ERP product has been used at all times in a proper manner. The ERP product has not been altered, modified or tampered with by either party without consent of the other party.

2. Maintenance

Provided the Maintenance Fee has been paid to Vendor to date, the Vendor undertakes with the User to provide support/queries/bug fixing during the period.

Vendor reserves the right to make Software enhancements available solely as new chargeable product wherein the Vendor's reasonable opinion the existing ERP product would require a substantial re-write and the Vendor will offer the new chargeable product to the User, at announced standard price which will be mutually agreed upon by both parties.

Provide advice and guidance on the use of the ERP product or for solving problem through helpdesk ticketing system during the working hours of User as stated below. The working hours given below are according to local time of the respective countries.

UAE working hours 09:00 – 18:00 Sun - Thu

In case of any change in above stated working hours, User will inform the Vendor well in advance in writing or by email.

In case of any exceptional eventuality requiring support by Vendor to User out of above stated office hours, the Vendor will be available for communication by phone and provide the necessary support.

3. Problem Management

The Vendor will respond to User's queries/support requests through support ticketing system or written mail (where the problem has been caused by an error or defect in the ERP product) where the User has performed his own problem determination procedures which is provided to the Vendor a description of the detailed circumstances in which the problem occurs, providing sample data, system and program messages, and screen, file or history print-outs where appropriate.

The Vendor will make reasonable efforts to provide such response within 1 working hours of receipt of a problem report, and to provide a solution or work-around within 4 working hours of response and in case of complicated issues Vendor will notify the work-around time after studying the case.

It is the User's responsibility to make prudent and reasonable provision for regular server house-keeping /Hardware maintenance and file back-up and set up reasonable contingency procedures to mitigate the effects of any error or defect. On-site support, if requested by the User will be provided by the Vendor, and will be charged at the Vendor's then standard rates.

During period, the Vendor shall maintain and provide to User a written monthly maintenance log containing record of relevant incidents relating to the ERP product, the date, time and explanation. The Vendor shall maintain a similar record throughout period.

4. Chargeable Fees

As per the agreed AMC Charges between User and Vendor

The User undertakes with the Vendor that it will pay:

The Maintenance Fee annually in advance of the date of commencement of Period.

The Maintenance Fee is for support and bug fixing of the ERP product. It does not includes / cover changes or customization request by user.

Man hours for customization shall be calculated by Vendor and agreed with User before commencing the job of customization.

The Maintenance fresa greed between User and Vendor are net of taxes, duties, bank charges payable by User.

The AMC amount will increase 15% by every year. (based on the agreement made between Vendor and User)

The Vendor shall be entitled to suspend performance of its obligations hereunder at any time when the Maintenance Fee or charges are due but unpaid.

5. Terms and Termination

This agreement will be for the calendar year following, and will remain in force for subsequent periods from year to year thereafter, subject to a written agreement between Vendor and User.

Either party may terminate this Agreement by giving three months written notice to the other party.

If the User breach any of the terms of this agreement and does not remedy them within 30 days' notice in writing given by the vendor, or if the User enters into liquidation or has a receiver appointed, the Vendor will be entitled to terminate the rights granted by this agreement by serving notice in writing.

If the Vendor breach any of the terms of this agreement and does not remedy them within 30 days' notice in writing given by the User, or if the Vendor enters into liquidation or has a receiver appointed, the User will be entitled to terminate the rights granted by this agreement by serving notice in writing.

6. Assignment

This agreement is between Vendor and User and may not be assigned by either party to any other party.

7. Governing Law

This agreement shall be governed in all respects by Indian law and jurisdiction of Court of Law in Chennai, India. The venue of arbitration shall be at Ajman, UAE

8. Escalation Matrix

Support ticketing system – <https://helpdesk.fresa.io/> the ticket queue is our first priority in our support team where users can report their queries, bugs, questions, any ERP related issues

Fresa Escalation matrix - <https://fresatechnologies.com/escalation/>

In case of change of person in charge of Vendor's support team, the Vendor will duly inform the User in advance

On behalf of
<COMPANY NAME>
terms of this Agreement were accepted by

<Name>,
<Designation>
(emailid)

On behalf of
FRESA TECHNOLOGIES FZE
terms of this Agreement were accepted by

Amudhan,
Chief Operating Officer
(amudhan@fresatechnologies.com).

Date:

Place:

in presence of

<Name>
(emailid)

Date:

Place:

Date:

Place:

in presence of

<Name>
(emailid)

Date:

Place: