



ANNUAL MAINTENANCE CONTRACT

This agreement is made on

Between:-

A2R Solutions (being the first party)
P. O. Box: 116068,
Dubai, U.A.E

And

XYZ (being the second party and herein after called the Client)
P. O. Box:
Dubai, U.A.E

Preamble:

This contract is valid for a period of One year. The Agreement shall come into force and effect from _____ to _____ between **A2R Solutions** and **XYZ** whereby **A2R Solutions** agrees to provide support on the following terms and conditions. **A2R Solutions** agrees to carry out Annual Maintenance of the Software as per attached schedule.

A2R solutions provide software services to ensure your information technology system remains at optimal system availability. With **A2R solutions** as your partner, you gain the support and resources of an unparalleled skilled people and technology. In addition, empowering us to focus on the availability of your software, allows you to concentrate your people and financial resources on your critical business issues.

We know every minute counts when you have a software-related problem and down time must be kept to a minimum. **A2R Solutions** will be the key to help maximize the value, your software was intended to provide. When you are supported by **A2R Solutions**, you receive critical hardware maintenance, software warranty, and other supplemental services that focus on the specific needs of your IT environment.

1. SAGE SHIELD

A2R Solutions warrants to you that during the term of the contract you will be provided with Sage Line 50 Shield in relation to **Gold** Support plan and in accordance with the following Clauses.

The nature of support under Gold Support plan is as mentioned below...

- a) Telephonic (Unlimited)
- b) Email (Unlimited)
- c) Onsite (Max 30 Visits or 30 Hrs in a calendar year)

- (i) Upon request, technical support will be given based on the type of support contract taken, so as to maximize the usage of the Software and to diagnose and rectify the faults in the Software, but not in respect of malfunction in computer hardware, operating systems or printers. This service shall be provided between the hours of 9:00 am and 5:00 pm Sunday to Thursday (excluding public holidays) through **A2R Solution's** HELPDESK. **A2R Solutions** shall use reasonable endeavors to respond within 48 hours of your request.
- (ii) **SAGE SHIELD** does not warrant or guarantee you completely uninterrupted or error free service or the technical support:
 - a) If fault arises out of the improper use, operation or neglect of the Software or any equipment, modification or merger.
 - b) If the client fails to implement the recommendations and solutions to the faults notified to you by **A2R Solutions**.
 - c) If repair, adjustment or alteration is made by any person without previous consent of **A2R Solutions**.
 - d) If the client fails to install promptly and use any new release of the Software.
 - e) If the client fails to do any of the obligations list in Section 2.
- (iii) Services provided under each type of contract are mentioned in the appendix (Attached).

2. CUSTOMER OBLIGATIONS

You shall:-

- (i) Ensure the Software is used only on the computer hardware for which the Software has been licensed and approved.
- (ii) Maintain and operate the Software in a proper and prudent manner in accordance with such advice and instruction as and when **A2R Solutions** suggest it, and allow its use only by competent and authorized personnel.
- (iii) Keep a minimum of 3 (three) separate back-ups of your current data (for use in rotation) in a standard frequency to allow you to recover information without undue loss of staff time.
- (iv) Strictly avoid any alterations in the Software, the operating instructions or the manual save by written consent from **A2R Solutions**.
- (v) Make available to **A2R Solutions**, all information or facilities to enable **A2R Solutions** discharge its obligations under this Agreement including, but not limited to, computer print-outs, photocopies of documents, backup provided that **A2R solutions** shall hold as confidential any such information provided.
- (vi) Notify **A2R Solutions** of any defect or alleged defect within a period not exceeding 5 (five) days from the date the said defect becomes apparent.



- (vii) Be responsible for ensuring that the Software is suitable for the purpose intended.

3. TERMINATION

Termination of this agreement howsoever caused shall be without prejudice to the rights and liabilities of each of the parties as of the date that this agreement terminates and will terminate the entire annual maintenance contract. **A2R Solutions** may terminate this Agreement forthwith upon written notice without liability in any of the following circumstances:-

- (i) At its sole and absolute option, terminate this Agreement at any time by giving seven days' notice in writing to you. In the event of such termination by **A2R Solutions** you shall be repaid such sum as is appropriate to the un-expired period of the Term calculated pro rata to such un-expired period.
- (ii) Where you commit a breach of any of the terms and conditions of this Agreement and in circumstances where such a breach is capable of rectification, have failed to rectify such a breach within fourteen days of receiving written notice requiring you to do so, or:
- (iii) Where you fail to make payment after 7 days' notice of any sums due to **A2R Solutions** under this or any other contract with **A2R Solutions**.
- (iv) This agreement will come to an end or **A2R Solutions** will cease to support the Customer in case of
 - Any allegations communicated publicly by the Customer orally or in writing against the **A2R Solutions** or staff of the **A2R Solutions**.
 - Any civil case filed against the **A2R Solutions**.
 - Any misbehavior on the part of the Customers.

Any notice to be given by either party to the other under the terms of this Agreement shall be given by mail, telex or facsimile transmissions at the address for such a party as may be notified by one party to the other from time to time. If you cease to subscribe to the **SAGE SHIELD** and subsequently wish to subscribe again, **A2R Solutions** reserves the right to charge an additional re-subscription fee.

4. LIMITATION OF LIABILITY

- Except as provided above, or as expressed by statute to be Incapable of exclusion or limitation. No other Representations, warranties, conditions and guarantees, express or implied, including but not limited to the implied Warranties for fitness of purpose and satisfactory quality are made with respect to this agreement or the software by **A2R Solutions**.
- **A2R Solutions** shall not be liable for any direct, indirect or consequential loss, damage or expense (including but not limited to loss of data, use, savings or profits) suffered or arising in any manner whatsoever out of or in connection

with this agreement or the use of software or **A2R Solutions** termination of this license for any reason whatsoever.

- In no event shall the total liability of **A2R Solutions** howsoever arising under this agreement or by reason of its supply of the program exceed the amount paid for this program.
- This agreement covers only Sage software support and does not cover any kind of support and service for computers LAN, WAN and related accessories.
- **A2R Solutions** will not take any responsibility for malfunctioning of other equipments related to the Customers computer hardware's and software.
- The **A2R Solutions** will not be responsible for protections from Viruses, software worms, Hackers, Spam's and malfunctioning of any software.
- In case of some serious technical fault, the support engineer is authorized to take the machine and rectify the errors at the service center of the **A2R Solutions**.
- The **A2R Solutions** will not be responsible for unauthorized usage of hardware components, Pirated software's, Internet services and all kinds of third party equipments and services by the Customers Company.
- The **A2R Solutions** will not be responsible for providing and installing any operating systems or any other software other than Sage Software.
- This agreement is only between **A2R Solutions** and the Company mentioned in the agreement and **A2R Solutions** does not undertake to support any company termed as sister concern or parent company of the Customers Company.
- In case of change in the location of the company **A2R Solutions** is authorized to review and revise the charges for the new location.
- **A2R Solutions** is not responsible to provide support to the person who is not trained on the product.
- The guarantee of the software is given by Sage upon purchase of the software and **A2R Solutions** is not responsible for any bugs in the software.
- **A2R Solutions** will take the responsibility of installing the software based on the No. of licenses purchased and will not take any responsibility of reinstalling the software once it is successfully installed.
- This contract will come into force only after the complete payment of the annual support charges by the customer.
- **A2R Solutions** shall have the right to charge the customer by mutual consent for any extra service done, which is not coming under the preview of the support contract.



5. ANNUAL CHARGE

Total Charge for the year is AED (0000.00) which includes normal working hours excluding public holidays.

6. Payment Terms

Annual payment will be due 100% in advance at the beginning of the year. Any late payment or non payment will stop or terminate the contract. The charge is for normal working hours and is based upon costs ruling at the date of the agreement. Any further increase or decrease in these costs subsequent to the date of the agreement will be the basis for an increase or decrease in the contract charges. **A2R Solutions** shall inform date of visit to the Client prior to visit to ensure that Client's representative is present whenever the **A2R Solutions** representative visits for any maintenance work.

7. GENERAL

- (i) You are not permitted to assign the benefits and obligations of this Agreement to a third party unless prior written consent of **A2R Solutions** shall have been obtained.
- (ii) Failure by **A2R Solutions** to enforce any of the terms and conditions of this Agreement shall not be construed as a waiver of its rights. **A2R Solutions** neither shall nor be under liability to you in respect of any circumstances beyond its reasonable control.
- (iii) This Agreement constitutes the entire agreement between the parties relating to SAGE SHIELD shall be governed and construed in accordance with the laws of UAE and any dispute under this Agreement or the Program shall be submitted to the exclusive jurisdiction of the UAE Courts, save where **A2R Solutions** otherwise agree. No variation, amendment of or addition to this Agreement shall be effective unless **A2R Solutions** prior agreement in writing shall have been obtained. In the event that any provision of these conditions are held to be void or unenforceable, that shall not affect the remaining provisions which shall remain in full force and effect.

Accepted on Behalf of:
A2R Solutions

Accepted on Behalf of:
xyz

Division in Charge
Sign & Stamp

Authorized Signatory
Sign & Stamp