



To make sure that you always work with latest version of our program, we recommend that you take advantage of our Software Maintenance Agreement. If you would like us to provide this service please complete and sign two copies of the Agreement and send them to us. We will check your order immediately. The software Maintenance Agreement is finalized as soon as we return one of the two signed copies to you.

SOFTWARE MAINTENANCE AGREEMENT

Between **Faspi Enterprises Private Limited**
114-B, New Mandi, Muzaffarnagar-251001

-In the following referred to as the Provider-

And

Company _____
Address _____
Country _____
Contact Person _____
Customer No _____

-In the following referred to as the Maintenance Customer-

This agreement shall remain in force for the period from to for inventory below.

OBJECT OF AGREEMENT

The Provider will provide software maintenance for the maintenance Customer for the following software program/s:

(Note: please enter the exact name of each software program (e.g. Faspi Gen. Trading), the program level (e.g. Classic), and the program version (e.g. 15.2), as well as the type and quantity of licenses (two single licenses). The contract can only be finalized for current versions.)

The subject of the software maintenance is the most recent program version of the software program/s released by the provider and supplied to the Maintenance Customer.

SCOPE OF MAINTENANCE

1. The software maintenance shall update the software version to the latest version.
2. The Software Maintenance Covers:
 - The electronic delivery of update, i.e. program changes within a program level of the software program to a higher version of the program.
 - General as well as special consulting for questions and problems in respect to the use of the software program/s and updates.
 - If there are changes to the legal rules and standards that are of importance to the software program/s, provide such updates.
 - One On-site Quarterly Visit (Maximum 2 Hour) on Request.
3. The Software Maintenance does not covers:
 - Upgrade i.e. fee-charged Program changes to a higher program level (e.g. from Basic To Classic)
 - Additional modules or Customization, i.e. fee-charged program enhancement that can be purchased in addition to the assisting program.
 - Any Data loss or damage not covered in Maintenance, Maintenance Customer need to take regular data backup by their own. Data loss or damage could be any time due to Viruses and Malware, Hardware Malfunction, Human Error, Power Failure or Natural Disasters etc.

GENERAL TERMS AND CONDITIONS

1. Maintenance charges are payable in advance. In addition to the annual charges, local taxes extra as applicable.
2. No work shall be undertaken on Sunday, Faspi Enterprises Private Limited holiday and beyond office hours of company except by prior arrangement and at additional charge to the customer on a "Per Call Basis" at the standard rates currently in effect then.
3. During the period of maintenance agreement the software will not be relocated (or) transported without permission from Faspi Enterprises Private Limited, And on such condition company reserve its right to terminate this agreement forthwith. On such termination, Company shall have no obligation or liabilities arising out of this agreement and the customer shall have no right to claim any refund or compensation.
4. The customer shall provide full and free access to software to provide service thereon.
5. The maintenance Customer must always have full maintenance for all of the named program levels of the software, or terminate the maintenance completely; partial terminations are inadmissible.
6. The Maintenance Customer will assist the Provider in fulfilling the services contained in the agreement at their own expense; for example, the provider should be informed immediately by telephone, or by any other suitable means, of any defects in the software program/s or updates.
7. The exclusive place of jurisdiction and performance is Muzaffarnagar (U.P.)
8. The Maintenance Customer shall provide a Healthy Environment to Software program/s i.e. good working hardware, printer, window operating system, Uninterrupted Power Supply (U.P.S.), Internet Connectivity, licensed and updated antivirus; Provider is helpless in case not provided.

Date:

Place, Date:

Faspi Enterprises Private Limited

Maintenance Customer