

WO No: TFSPL/Mumbai/16-17/869

Date: 5th March, 2017

THIS LOUNGE AND REVENUE MANAGEMENT APPLICATION AGREEMENT (the "Agreement") is entered into on 20th February 2017 and is effective as of the effective date set forth below.

BETWEEN

MAXWORTH ELECTRONIC SYSTEMS (P) LTD (the "Maxworth"), a Private Limited Company formed and registered under the provisions of the Companies Act, 1956 and having its office at 909, Shahpuri's Tirath Singh Tower, C-58 Community Centre, Pankha Road, Janakpuri, New Delhi - 110058.

AND

TRAVEL FOOD SERVICES Private Limited ("TFS"), Private Limited Company formed and registered under the provisions of the Companies Act, 1956 and having its office at 1B, Rashid Mansion, Worli, Mumbai – 400018.

WHEREAS, "TFS" wishes to appoint "Maxworth" for developing Lounge and Revenue Management Application (hereinafter referred to as the said "Application") to be installed at the food and beverage outlets owned/managed/operated by TFS or its affiliate companies, namely Travel Food Services Kolkata Private Limited, Travel Food Services Chennai Private Limited, Travel Food Services Delhi Private Limited and Mumbai Airport Lounge Services Private Limited as the case may be at travel destinations including but not limited to the Airport, Railway and Highway on the terms set out herein;

NOW THEREFORE, both the Parties have agreed as follows:

1. APPOINTMENT AND EFFECTIVE DATE:

TRAVEL FOOD SERVICES PVT LTD hereby confirms the appointment of Maxworth to provide & develop the Application specified in this Agreement to be utilized by TFS or any of its group companies at the food and beverage serving outlets owned/managed/operated by its or its group companies, subject to the terms and conditions set forth in this agreement, and the Maxworth accepts such appointment.

The effective date of this Agreement shall be 15/03/2017. (hereinafter referred to as "Effective Date")

2. SCOPE OF WORK AND SERVICES:

Maxworth Electronic Systems shall provide following detail scope, approach and timeline for development of Lounge and Revenue Management Application for Airport, Railway and Highway ports (any other form of similar format AC lounge) for Travel Food Services Pvt Ltd or for any of its group and affiliate companies in accordance with the instruction of TFS provided from time to time and as mentioned herein;

2.1. APPLICATION – LOUNGE & REVENUE MANAGEMENT

Scope of Work shall be as per the annexure as attached and mutually agreed.

Integration	Module	PRO	Administrator	Finance & Station Manager
FIDS	Customer Mgmt.	Airlines	User Management	Finance Table Management
MIAL / Path Finder or any third party service provider (Third party web services will be provided by TFS)	POS / Ancillary sale	Railways	Lounge location policy	Outward Billing File (for all revenue source & accounting cost centre reports)
WiFi Ozone or any third party service provider	Roaster	Bus Depot	Airline & Class Policy	
Passport	Mobile APP(1.Lounge Application App 2.Enquiry lounge management app)	Seat Availability	Alliance Policy	
SMS (SMS alert to all registered employee in case of VVIP (e.g. Ratan Tata) visit at lounge (SMS web service / API to be provided by TFS)	Customer Relationship Management (CRM) Once Boarding pass is scanned, following information will be displayed	Walk in Guest	Code Share Policy	
Feedback (Twitter or another social media /third party website, App,like IRCTC, Cleartrip,OLA,UBER, etc. interface)	- Last 1-2 travel history - Feedback, if any - Special instructions (wheel chair, VIP) Also provision of displaying Photograph in case of advance booking.	Payment (Card / Cash / Wallet) Web service / API need to be provided by TFS	E-mail system Policy	
		Frequent Flyer / Priority pass		

- a. There should be auto & Manual boarding pass scanning provision for each Airlines.
- b. There should be un-scanning & manual delete of guest option with log post authorization
- c. There should be billing provision for customers for any type of paid services
- d. Application should be capable to scan passport & FPP with individual guest comment also provide history option with reference guest acceptance option.
- e. POS with boarding pass scan feature
- f. Based on airlines rules, application will allow guest to access lounge facility & PAX eligibility Also application will be enough capable to allow additional number of guest
- g. Application should be enough capable to generate automated / manual invoices, all desired reports required by OPS & Finance team, provide / authenticate user hierarchies (lives dashboard with small BI tools)
- h. Third party interface / integration tool with – pathfinder, Ozone, FIDS etc.
- i. Lounge Application and POS old/existing data / master data migration with data backup provision in application
- j. Application should be configurable / editable and auditable: Tax, Rates, user, email / SMS etc.

Application should be enough capable to provide –

- for all revenue source and accounting cost center reports
- repeat customer reports
- customer frequency reports
- gender wise reports
- Nationality reports
- Passport issue place reports
- Frequent flyer reports
- CRM reports
- Customer feedback reports
- Daily Pax reports details

Note: SOW is not restricted as mentioned; there could be minor changes during user requirement gathering

3. DELIVERY TIMELINES:

Go Live of all applications will be as per mutually agreed between parties in writing.

There shall be 2 weeks of UAT and 5 days of user & admin training.

Maxworth Electronic Systems will deliver all the applications for Airport, Railway and Highway as per agreed dates of this work order. However sequence of delivery of applications shall be mutually agreed by both parties.

4. CONTRACT PRICE:

S.No.	Description	Unit Rate (INR)
1	Application Licence	
	For Airport – Per Terminal*	95,000.00
	For Railway / Highways	52,000.00
	This Includes:	
	# Upgradation of existing application	
	# SPA	
	# POS + Mobile POS with KOT option	
	# Mobile Apps	
	# Server application Installation (One Session)	
	# Railway & Bus Depot, Highway /Ports/ any other third type lounge /outlet app type lounge /outlet app	
2	Support per Terminal (International or Domestic)*	18,000.00
	Training and general as well as special consulting for questions and problems in respect with application & hardware. Support required 24x7.	
3	Software Annual Maintenance Charges	3,00,000.00
	(yearly applicable on complete application)	
4	Installation Charges per Terminal (International or domestic)*	25,000.00
5	Training per Terminal - Training session will be for 2-3 days	25,000.00
<p>Note: * Per Terminal indicates either International Terminal or Domestic Terminal comprising of one or more than one lounges.</p>		

The above contract includes:

- Maxworth shall ensure that lounge application / mobile application shall support OS & version viz; android, IOS, Windows etc.
- Maxworth shall provide required support for any changes in version upgrade of Windows OS or SQL. This being covered under part of AMC.

- The commercials quoted hereinabove are all inclusive with the exception of applicable Taxes which includes the development of the Application as well as its maintenance from time to time.
- Existing lounge license need to be purchase at one go.

5. VALIDITY:

This agreement and the prices shall be valid for a period of 5 years from the date of this agreement.

6. ORDERS AND INVOICING:

Individual companies (i.e. TFS or any of its group company) shall be raising their requirement against the purchase order and Maxworth shall raise the invoices based on the purchase order on the individual companies

7. WARRANTY & SUPPORT:

SOFTWARE

- Maxworth will provide a warranty of 180 days for all code, provided third party does not alter any part of it by editing its functionality & design.
- Warranty / AMC Includes resolution and removal of bugs if any @ free of cost., optimization, fine tuning, any minor changes, third party API / Web service change support,
- Application / mobile apps will support all available browsers, Windows, Android, iOS system and all upcoming technology e.g. 3D bar coding technology.
- Warranty Include task like resolving a bug which corps up while solution is live.
- The actual resolution of bug may vary depending upon the nature & complexity of bug.
- Warranty Excludes but not limited to any task related to change or addition leading to modification of graphic, functional or usability flow, troubleshooting server or installation related issue
- Application training mode will available for user.
- Lounge application support service level / training agreement
- Post warranty, any changes, additions or bug shall be addressed as per man-hour price applicable at that point of time.

HARDWARE

- Warranty against manufacturing defects only. Warranty is 12 months.
- Warranty does not include consumables like batteries, cables etc.
- Warranty also does not include breakage, damage due to improper use or unauthorized service.

8. PAYMENT TERMS:

All invoices to be raised in accordance with this Clause only upon the issue of a valid and duly filled Purchase Order by TFS/group Company)

- 30 % in advance for services.
- 20 % after development completion.
- 30 % after UAT sign off.
- 20 % after post warranty within 60 days after go live of all the application.

- AMC charges shall be paid quarterly in advance against submission of approve invoice.
- Maxworth shall submit the AMC invoice 15 days in advance with IT in order to process timely payment.
- Invoices to be raised upon TFS or any of its Group Company depending upon the Purchase Order.
- All invoices shall be subject to reconciliation by TFS or its Group Company as the case may be.
- Any applicable withholding tax (i.e. TDS) shall be deducted.
- Payment Terms shall be subject to satisfactory performance of the Application for the intended purpose, the same to be decided by TFS/group company as the case may be. Any adjustments to be made within the future invoices shall be first discussed, negotiated and then applied within future invoices.

9. ANNUAL MAINTENANCE:

Maxworth shall provide TRAVEL FOOD SERVICES PVT LTD & it's subsidiaries with timely and periodical preventive maintenance, which shall be carried out time to time (or as mutually agreed). Following activity shall be covered under AMC.

- It includes minor changes, bugs corrections. In case of any major changes, separate quote will be send accordingly.
- If there are any changes and development required by TFS over and above the existing scope of application as mentioned in this agreed than same shall be charged additionally by Maxworth.
- Max worth shall charge Rs.6000/- per man day cost for any such additional changes / development.
- Include third party API/Web service change support
- The electronic delivery of updates, i.e program changes within a program level of the software program to the higher version of the program.
- The ability to access new component data, i.e. update data record for the software program
- Remote log -in by our team for initial up gradation.
- Software Maintenance Doesn't Cover
 - The purchase of upgrade or additional modules
 - Any additional feature of process change.

10. ASSUMPTIONS:

- Server with specified specification will be provided by Travel Food Services Pvt Ltd in case server is provided by Travel Food Services Pvt Ltd.
- Database with specified specification will be provided by Travel Food Services Pvt Ltd in case server is provided by Travel Food Services Pvt Ltd.
- Web-service required for Interfacing with FIDS system will provided by Travel Food Services Pvt Ltd.
- Web-service required for Interfacing with MAIL/Pathfinder will be provided Travel Food Services Pvt Ltd.
- Required LAN / Wi-Fi infrastructure to run solution will be provided by Travel Food Services Pvt Ltd.

A. COPYRIGHT & CONFIDENTIALITY:

All information, materials (printed or otherwise), source codes, data and flowcharts furnished / disclosed by the Travel Food Services Pvt Ltd to the Maxworth or howsoever obtained by the Maxworth, shall belong to and

shall always remain the property of the Travel Food Services Pvt Ltd and shall be treated by those who receive or obtain the same including without limitation the Maxworth, its agents, sub-consultants and servants, as confidential and the said information, materials (printed or otherwise), source codes, data and flowcharts, shall not be used, distributed or disclosed by them without obtaining the prior written consent of the Travel Food Services Pvt Ltd except where such disclosure is made for the purpose utilizing the same in connection with the execution, operation and maintenance of the application or where such disclosure is mandated by law or by an order of a court possessing competent jurisdiction. Further, the copyright within the Application as and when developed by Maxworth for TFS or its Group Company shall at all times be with TFS/group company as the case may be. No claims pertaining to its ownership shall be the subject to any dispute between the two parties.

B. INDEMNITY:

Maxworth agrees and undertakes to indemnify and hold harmless the client (Travel Food Services Pvt Ltd /group company), or its respective directors, officers, employees and agents, from and against any actions, claims, demands, proceedings, fines, penalties, liabilities, loss, cost, damages or expenses sustained either by the client (Travel Food Services Pvt Ltd), or any third party as a result of any breach by the Maxworth, its employees, labour, workers, sub-contractors, officers, advisors, consultants, of any law, representation, obligations, warranties or covenants contained in this Work Order or as a result of default or negligence or deficiency in performance of its obligation under this Work Order.

C. COMPLIANCE WITH LAWS:

Maxworth represents, warrants, and covenants that it shall comply with all applicable laws, regulations, ordinances or other rules in relation to said deliverables and obligation under this Work Order. Maxworth further warrants that compliance with applicable law and regulations there under will be and has been maintained at all times. Maxworth will ensure its agents, directors, officers, personnel and others acting through or on behalf of Maxworth comply with all applicable laws relating to performance of its obligation under this Work Order, and it shall obtain all necessary, permissions, consents, licenses, and approvals required to perform its obligations under this Work Order and Maxworth shall give all notices and pay all fees and charges that are and that can be demanded by law there under.

Maxworth agrees to indemnify and hold client (Travel Food Services Pvt Ltd /group Company) fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including legal fees arising from the failure of the Maxworth its employees, labour, workmen, sub contractors, vendors, consultants, advisors, to comply with this clause. The provision of this Clause shall survive completion or termination of the Work Order.

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai. Time is the essence of this contract. Maxworth shall ensure the completion of the works within the stipulated time frame.

D. INTELLECTUAL PROPERTY INDEMNITY:

Maxworth agrees to indemnify and hold Travel Food Services Pvt Ltd /group company fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including attorneys' fees arising from any infringement or claimed infringement of any intellectual property including know how, business methods, images, design rights or analogous rights thereto (or misappropriation of any trade secret) in connection with the use or sale by Travel Food Services Pvt Ltd /group company or its clients and customers of the Products. Maxworth agrees that it will, upon request of Travel Food Services Pvt Ltd /group company and at its own expense, defend or assist in the defense of any action that may be brought against Travel Food Services Pvt Ltd /group company or its clients for such infringement or claimed infringement. The provision of this Clause shall survive completion or termination of the Work Order/ Agreement.

E. TERMINATION:

Travel Food Services Pvt Ltd may terminate this contract at any time by giving 7 (seven) days advance notice to the Maxworth in the event that the Travel Food Services Pvt Ltd //group company finds the Maxworth work dissatisfactory (whether with regard to quality, adherence to time-schedule, adherence to the terms, conditions, and stipulations of the contract or otherwise).

In the event of such termination, Travel Food Services Pvt Ltd /group company shall not be liable to pay any amount to the Maxworth over and above the amounts already approved, paid towards works already executed up to the date of termination based on invoices raised and no claim for any money or any other amounts shall lie against the Travel Food Services Pvt Ltd /group company. In case Maxworth is wound up or shut down, Maxworth will hand over the source code to Travel Food Services Pvt Ltd with relevant technical documents / specification free of cost.

F. LIENS

Maxworth represents that deliverables under this Work Order shall be performed, finished, and delivered to the client (Travel Food Services Pvt Ltd /group company) free from all claims, liens and charges of any kind whatsoever within the spirit and intendment of this Work Order.

G. IDENTIFICATION

Maxworth shall not use the name or any trademark, logo or trade name of the client (Travel Food Services Pvt Ltd /group company) or its affiliated companies in its advertising or promotional material unless it obtains prior written permission from the client (Travel Food Services Pvt Ltd /group company).

H. SETTLEMENT OF DISPUTES

The parties shall attempt to amicably settle all disputes arising out of and relating to this Agreement and the obligations there under (the "Dispute") through negotiations and consultations with each other. In the event, the Dispute is not settled amicably, either party may give written notice of dispute to the other party within ten (10) days of such non-settlement of the dispute.

If such Dispute arising between the parties is not amicably settled as stated above, such Dispute shall be referred to and finally settled by Arbitration. The said Arbitration shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 or any amendment thereof. The Parties agree:

- That the arbitration proceedings will be conducted in Mumbai and proceedings shall be in English language; and
- The arbitration shall be referred to a sole Arbitrator and in case the parties fail to agree to the name of the sole Arbitrator, each party shall appoint 1(one) arbitrator. The Arbitrator so appointed shall mutually appoint a third arbitrator who shall be the presiding arbitrator.
- The decision of the arbitrators on the dispute shall be final and binding on the parties.
- Notwithstanding the commencement of any dispute resolution, the parties must without delay continue to perform their respective obligations under this Agreement in accordance with its provisions except, where a party has acted reasonably and bona fide in relation to the dispute or difference, to the extent that the matter, which is the subject of the dispute or difference and matters necessarily dependent on it cannot be proceeded with until the dispute or difference has been determined.
- All costs and expenses (including the counsels' fees) in relation to such arbitration proceedings shall be borne by the respective Parties.

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai.

IN WITNESS WHEREOF both parties has subscribed this agreement in duplicate on _____ of the month of _____, 2017 to be executed and delivered by their duly authorized representative. Each party retains one copy thereof.

Thanking You,
Yours faithfully,

For
TRAVEL FOOD SERVICES PVT LTD



Authorized Signatory

Agreed & Accepted By
MAXWORTH ELECTRONIC SYSTEMS (P) LTD

Authorized Signatory