



Compel Consultancy Pvt. Ltd.

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Opp. Vashi Railway Station, Vashi,
Navi Mumbai 400705 | Tel No.: 022-66736995-9
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Cocktail World Maintenance Agreement

This Agreement entered into on enter on 1st October, 2024, between **Compel Consultancy Pvt. Ltd.** hereinafter called '**the service provider**', (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part

AND

Travel Food Services Pvt.Ltd., hereinafter referred to as '**TFS**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Other Part:

The Owner and the Client are hereinafter referred to individually as "Party" and collectively referred to as the "Parties"

WHEREAS the Service Provider is engaged in the business of developing various kinds of Software Systems, Electronic Solutions, software maintenance, information technology solutions and other related activities hereinafter referred to as "**Maintenance service**" and has established necessary infrastructure and expertise to provide software development, maintenance and support services. The Service Provider has agreed to grant a non-exclusive, nontransferable access to the Client to use the Software Systems against payment of the said amounts as stipulated in this AMC Contract and Invoice.

And Whereas the Rate of maintenance contract is **Rs. 10,800/-** for Cocktail World FL-III / 6 License(s) [**@ Rs. 64,800/- CAMC-24-25-113/ + GST @ 18% P.A.**] for 1 year. A.M.C. will cover a period from 1st October 2024 to 30th September 2025.

Find below the terms and conditions for the AMC Contract:

1 Support & Annual Maintenance Contract (AMC)

- 1.1 Service Provider will undertake the Annual Maintenance Contract as provided hereunder.
- 1.2 The maintenance contract is subject to periodic renewals
- 1.3 All Professional Services rendered in connection with updates and upgrades will be charged as per prevailing rates of Professional Services. Such services include Installation / Training / Retraining / Reinstallation / Review Meetings and any advisory services or recommendations provided by the Service Provider.
- 1.4 Service Provider agrees to provide support to Client, such support consisting exclusively of the following services ("Support").

- a. Telephone Consultation: Service Provider shall be available for consultation concerning the use of the Software Systems by telephone, mobile, e-mail and fax during the hours defined as per "Annexure A"
- b. Remote Service: Service Provider agrees to be available at a mutually convenient time, for review of the Software Systems and related files including data files, provided that such Programs and data files are supplied on-line to Service Provider by Client via a suitable connection using modem through direct wire connectivity, e-mail web access, fax or sent through post.
- c. Maintenance: Service Provider shall make available to Client in machine readable form, all improvements to the Software Systems and all adaptations of the Software Systems to new or changed statutory regulations or other external circumstances of the Software Systems developed by Service Provider during the term of this Agreement. Service Provider intends to develop such improvements at reasonable intervals.
- d. Service Provider is obliged to support provided the client is working on Software Systems that have been installed with their requisite updates and versions.
- e. The following further services will be undertaken by Service Provider:
 - i. Undertake to correct any software errors that might emerge out of usage of the software systems and offer a speedy solution to the user for the same.
 - ii. Report to the Clients any untoward incident, mischief, wrong doing, system abuse, stubbornness and/or refusal to perform important system related tasks on the part of any user and any other matter concerning administration and manual discipline.
 - iii. May from time to time suggest to Clients suitable changes in operating the Software Systems.
- f. Denial of Support & re-activation for Usage:

Service Provider may deny the Client any support in any form while the software systems are in warranty period or when the AMC is in force, incase Client has any amounts remaining unpaid beyond 30 days after the amounts payable in terms hereof become due for payment to the Service Provider. In such cases the services stated hereunder to the Client become deactivated and the permission granted for using the systems hereunder shall expire. The permission to access shall get reactivated upon payment of the said overdues alongwith applicable reactivation charges.

In case where the accumulated dues, including AMC and other services, remain unpaid for a period beyond 180 days, the Service Provider is not obligated to reactivate such "expired" licenses for any consideration. Further, the contract with all its terms automatically expires and stands cancelled.

2 Anti-Piracy

- 2.1 While the Owner will use any Software or Hardware technology to protect its software solution from duplication and piracy, the Client agrees that it will at no time make any attempt to duplicate, copy or reverse engineer the software systems for use of this product at any other location other than the approved location or for the purpose of sale or profit or for demonstration or education.

3 Support:

- 3.1 Third Party Problems: Client will not hold Service Provider responsible for any problem originating from items such as Computer Hardware and Computer Peripherals, Electrical Equipment, Cabling, Operating System, Database administration, Client Network including bandwidth, Email Services, Support Software and Consumable because of manufacturing defects or improper installation and poor maintenance of same.
- 3.2 Virus / Worm Attacks: Client will not hold Service Provider responsible for any problems originating out of virus attacks, worms and denial of service attacks on the central and unit level application, database, mail servers
- 3.3 Hardware Upgrades: Client will follow Service Provider's recommendations and procure all necessary hardware, peripherals and other equipment as per the specifications laid down and accept any upgrade proposal if the equipment in use is old and outdated so as to ensure a smooth functioning of the Software Systems.
- 3.4 Data backup: It is Client's responsibility to take adequate care of the Software Systems and database through regular backup and Service Provider will not be responsible for consequences arising out of loss of software programs and data.

4 Term:

This Agreement for grant of License and its Support as provided hereunder shall remain in force for a minimum period of one year from the date of this Agreement (1st October 2024 to 30th September 2025).

5 Confidential Information:

- (a) Nondisclosure of Confidential Information: both Service Provider and Client acknowledges that they will have access to certain confidential information concerning each other's businesses, plans, technology and products, and other information held in confidence by both parties ("Confidential Information"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure should be considered confidential. Both parties agree that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of this Agreement, nor disclose to any third party (except as required by law) any of each parties

Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information.

It is clarified that in case of Client, such confidential information is always restricted to the data captured, stored and processed within the database and in case of Service Provider, it will be restricted to the system design, features & functionality, process flows and other related software elements.

- (b) Intellectual Property: **Service Providership:** This Agreement does not transfer from Service Provider to Client any Service Providership of the Software Systems or its underlying technology, or any right, title and interest in and to the Software Systems including intellectual property rights and such rights shall remain solely with Service Provider. Client agrees that it will not directly or indirectly, reverse engineer, recompile, disassemble or otherwise attempt to derive source code or other trade secrets from Service Provider to create any derivative works nor will it try to make extra copies of the software to use at any other business unit within the Group or outside other than the units defined under the contract, or attempt to sell or use for any other purpose including advertisement, education, whether for a commercial or non-commercial purpose.

Client agrees that if, in the course of performing the Service(s) envisaged under this Agreement, it is necessary for Service Provider to access Client Equipment/Hardware and use Client Technology Service Provider shall in such cases be permitted and shall have a non-exclusive, royalty-free license, during the term of this Agreement, to use the Client Technology solely for the purposes of delivering the Service(s) to Client. Service Provider shall have no right to use the Client Equipment/Hardware and Client Technology for any purpose other than providing the Service(s) under this agreement.

Service Provider does not assign to Client any right, title and interest, including any and all intellectual property rights, in the Software Systems which will only and always remain with Service Provider exclusively at all times.

- (c) Termination:
Either party to this Agreement shall have the right to terminate this Agreement by giving three months written notice to the defaulting party provided however that notwithstanding anything contained anywhere, the Service Provider shall not be entitled to terminate this Agreement unless the Client has violated any of the provisions contained herein and has failed to remedy the same within 30 days from the date of bringing the said violation to the notice of the Client by the Service Provider.

6 Notice:

Any Notice required or permitted to be given hereunder shall be in writing and may be given by personal service, registered mail or by facsimile, if confirmed on the same day in writing, to the following address:

To

Compel Consultancy Pvt Ltd.

906, 9th Floor, I – Tower, Arihant City Phase 2

Sonale, Thane – 421302.

7 Arbitration:

In case of a dispute arising in relation to the Agreement, the dispute shall be settled by mutual negotiations between the Parties. If there is no such settlement within thirty (30) days of the recognition of the dispute by any Party, either Party may refer the dispute for mandatory arbitration to the exclusion of any courts of law under the Indian Arbitration and Conciliation Act, 1996. Each Party shall nominate and appoint one arbitrator each. The two arbitrators so appointed shall appoint a third arbitrator who shall be the Presiding Arbitrator. The Parties shall on a best efforts' basis ensure that arbitration proceedings shall be completed within 180 days of the first hearing held by the arbitral tribunal, or such other reasonable time frame as may be mutually agreed to. The venue of the arbitration shall be at Mumbai and the language of the proceedings shall be in English. The costs of the arbitration, including arbitrator's fees, shall be borne by the Parties equally. Any award rendered shall be binding on the Parties and judgment thereon can be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, the Parties may seek injunctive relief at any time from a court of competent jurisdiction.

8 Miscellaneous:

8.1 Amendments to the Agreement

No amendments, changes, alterations or modifications to the Agreement shall be effective unless in writing and signed by authorized representatives of both the Parties hereto.

8.2 Entire Agreement

The Agreement supersedes all previous representations, understandings or agreements, oral or written, between the Parties with respect to the subject matter hereof.

The terms included herein may not be contradicted by evidence of any prior oral or written agreement or of a contemporaneous oral or written agreement.

8.3 Implementation and Observation of the Agreement

Each Party undertakes to carry out the Agreement in good faith and to respect the spirit as well as the letter of its provisions.

The Parties undertake that they shall, at all times, act and cause their representatives to act and to exercise their rights to support each other and to implement the underlying spirit, intent and obligations set forth in the Agreement.

8.4 Non-Waiver/Other Remedies

Failure of any Party hereto to insist upon the strict and punctual performance of any provision hereof shall not constitute waiver of, or estoppels against, asserting the right to require such performance, nor should a waiver or estoppels in one case constitute a waiver or estoppels with respect to a later breach whether of similar nature or otherwise.

Nothing in the Agreement shall prevent a Party from enforcing its rights by such remedies as may be available to that Party in lieu of termination.

8.5 Disclaimer of Agency

The Agreement shall not be deemed to constitute any Party hereto the agent of the other Party.

8.6 Assignability

The Agreement and each and every covenant, term and condition hereof shall be binding upon and inure to the benefit of the Parties hereto, but neither the Agreement nor any rights or obligations hereunder shall be assignable directly or indirectly by any Party hereto without the prior written consent of the other Parties, provided that before the Agreement is so assigned, the assignee shall execute an agreement to be bound by the Agreement in the same manner as the assignor.

8.7 Force Majeure

All services rendered by the Service Provider, as part of this agreement, is subject to Force Majeure conditions. This means acts of God, fires or other casualties or accidents, severe weather conditions, strikes or labour disputes, war or other violence, any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency, or other factor beyond the reasonable control of a party including without limitation acts or omissions of the other party.

8.8 Severability

In the event that any of the provisions or portions of the Agreement are held to be unenforceable or invalid by any duly constituted arbitrary panel or Court of competent jurisdiction, the Parties shall negotiate an equitable adjustment in the provisions of the Agreement with a view towards effecting the purpose of the Agreement, and the validity and enforceability of the remaining provisions or portions shall not be affected thereby.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 1st day, October month and 2024, year hereinabove written.

Signed and delivered for and on behalf of

Compel Consultancy Pvt Ltd

By Director, **Narsingh Devasani**

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Signed and delivered for and on behalf of

Travel Food Services Pvt.Ltd.

By its Authorized Signatory

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