

महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
प.म.वि.क. १.०००००६
- 4 JAN 2019
सक्षम अधिकारी

श्रीमती. पी. एस. तळकर

Asset Management and Maintenance System

This Asset Management and Maintenance System Agreement (hereinafter referred as Agreement) is made at Mumbai on 16th January, 2019.

PcsInfinity(PCS) is a proprietary firm having its office at B 4, Sector 6, Noida -201301, UP, India hereinafter referred to as "**PCS/SERVICE PROVIDER**" (which expression shall unless repugnant to the meaning and context shall deem to mean and include its successors and permitted assigns) of the ONE PART.

And

M/s. Travel Food Services Private Limited a Company incorporated under the Companies Act. 1956, having its registered Office at 1 Rashid Mansion, Worli Point, Mumbai - 400 018, India, hereinafter referred to as "**TFS/Client**" (Which expression shall unless repugnant to the meaning and context shall deem to mean and include its successors and assigns) of the OTHER PART.


PCSINFINITY
B-4, Sector-6,
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Each party is individually referred to as a "Party" and collectively as "Parties".

WHEREAS:

- A. Service Provider has represented to TFS that it has necessary expertise and infrastructure to undertake asset management and maintenance system services for TFS at its outlets operated by TFS or by its Group/Affiliate Companies (hereinafter referred to as the "Said Premises/ Location").
- B. TFS is desirous of availing specialized asset management and maintenance system (hereinafter referred as "Services") from the Service Provider and Service Provider is willing to provide such Asset Maintenance and Management System ("Services") to TFS, as detailed hereunder.
- C. Basis the representations of Service Provider, TFS has agreed to avail the Services of the Service Provider and agreed on a non-exclusive, Principal to Principal, independent service provider basis to provide the Services upon and subject to the terms and conditions hereinafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Scope and methodology of work:

To achieve overall objective of better asset management, the following scope of work will be carried out:

- Create an instance of a software (Asset Infinity) on cloud for TFS.
- Help the TFS team in configuration of the system for store Asset Management.
- Training of the core team to use the system for following activities
- Asset Tracking, movement of assets
- Barcode Tags for store assets
- Preventive maintenance, AMC renewals reminder and alerts
- Inventory management of spares and consumables
- Audit and Physical verification of assets using mobile app
- The system will be configured for unlimited users and up to unlimited store assets.

2. Project implementation time line:

Service Provider agrees to implement the system within 30 days from the date of Purchase Order or a later date as decides by TFS. Service Provider will support TFS team in configuration of the system and importing data using pre-defined templates in the system.

3. Protection of Customer Data

The Service Provider will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Client's Data shall always be responsible for maintaining the confidentiality of such data. For the avoidance of doubt, the Client's Data shall always belong exclusively and solely to the Client, and the Service Provider

shall not use it for any other purpose or share it with any third party. PCS has executed a NDA with TFS and PCS shall always abide by the terms of the same.

4. **Support after Implementation:**

PCS will provide online support to TFS to use the system seamlessly. Service Provider agrees and confirms that they shall provide two way integration between Asset Infinity and any other software/application required by TFS in next one year without any additional cost. Any efforts required for integration after one year will be paid at Rs. 3000 per manday. The support tickets can be raised using in-built ticketing system or mail to the support team at support@assetinfinity.com

5. **Confidentiality:**

Service Provider acknowledges that the information to be provided by the Client will contain confidential and private information and data. Service Provider agrees not to use or disclose such information and data other than for the sole purposes of providing the services herein and will not use the information directly or indirectly in a manner so as to procure any commercial or financial advantage over the Client.

6. **License:**

Client shall have no rights to the Source Code of the Product or to create any Derivative Works or make translations of the Products and shall not disassemble, decompile, reverse assemble, reverse compile, recompile or make extracts from such Products or attempt to determine the Source Code or permit others to do so. All intellectual properties, ideas, plans or any other materials and rights submitted, created or developed by Service Provider for TFS during the term of this Agreement shall be TFS's sole and exclusive property and shall be dealt with by Service Provider as such. Service Provider irrevocably concedes to TFS the spatially, temporally and contextually unrestricted and free right to use, publish and exploit these intellectual properties and any other materials and results developed during the Services. Service Provider shall, however, remain the sole owner of his methodologies, processes, techniques and procedures.

7. **Tenure & Termination:**

- a) The Agreement is concluded for a term of 36 months. 11
- b) The Parties shall have the option to renew this Agreement on the terms and conditions mutually agreed between them.
- c) This Agreement can be terminated by providing 30 (thirty) days prior written notice by either Parties without assigning any reasons to the other party.

8. **Consideration:**

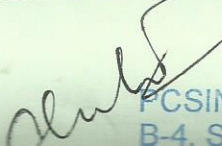
- (a) In lieu of satisfactory service rendered by Service Provider to TFS, TFS shall pay a consolidated amount of Rs.35000/- (Rupees Thirty Five thousand only) as monthly

subscription charges to the Service Provider Plus GST or government applicable taxes (Hereinafter referred as Subscription Charges) for providing services upto 25 locations. TFS also agrees to pay a one-time payment of Rs. 80,000/- (Rupees eighty thousand only) as one-time software setup fee to the service provider at the time of execution of the agreement which are applicable for all the current and future locations. Currently there are 13 locations (Airports – 8, Railways – 5, Highways – 1)

- (b) It is further clarified that TFS will pay the monthly subscription charges on the basis of number of active locations on quarterly basis. In the event of closure /termination of the location, the subscription charges will cease to be applicable in subsequent months.
- (c) The subscription charges will be payable on a quarterly basis and in advance at the beginning of the quarter starting from the commencement of this Agreement. Any addition /deletion of the locations during an advance paid quarter will be adjusted in subsequent quarter billing by the service provider. The service provider will get the active locations list approved from TFS before raising invoice.
- (d) TFS shall make payment on the invoice raised by service provider within 15 days of the receipt of the invoice. It is clarified that TFS shall have the right to deduct the subscription charges proportionately in case the Services are not availed /provided by the Service Provider as envisaged in this Agreement.

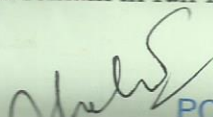
9. **Miscellaneous:**

- a) Service Provider will render its Services with the diligence of a prudent businessman, experienced and knowledgeable in the area of expertise required for rendering the Services set out in more detail in Annexure 1 of the Agreement. Service Provider will in particular, make TFS aware of risks and problems arising during execution of the Agreement and report any observations useful and/or important for TFS in the project without undue delay.
- b) Service Provider shall indemnify and hold TFS harmless from and against any and all losses, damages, liabilities, claims, demands, suits, expenses TFS may incur or be liable for as a result of any claim brought against TFS based upon or arising out of Service Provider failure to obtain the necessary licenses, rights and releases from all parties whose intellectual properties, copyrights, names or the like are used in materials produced by Service Provider for TFS.
- c) Service Provider will promptly respond to any request or instruction of TFS related to the Services and will cooperate and align with TFS as necessary or desirable in order to ensure the best performance of the Services.
- d) Service Provider is not entitled to employ third parties or to subcontract all or parts of the Services to any third party and/or to obtain advice or consultancy from other third party in relation to the Services, unless TFS grants a prior written consent.


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B-4, Sector-6



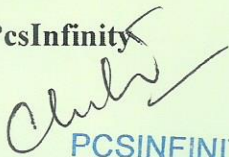
- e) **Notices:** Any notices and other communication including any statement to be sent under this Agreement / amendments shall be in writing and shall be addressed by Registered Post Acknowledgement Due only, to the addressee at the following address or such other address as may be notified in writing by the Parties. The said notices and other communication shall be marked to the address referred above.
- f) **Arbitration:** In case of any difference and disputes between the Parties herein or successors or assignees thereof, in regard to this Agreement. Its interpretations and renewals thereof then the dispute or differences, if any, shall be referred to one arbitrator appointed by the parties mutually, and every such reference shall be governed in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 or any modification or re-enactment thereof for the time being in force in India and the awards arising out of such arbitration proceedings shall be binding on the Parties. The arbitration proceedings shall be conducted in Mumbai.
- g) **Jurisdiction:** The Parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the Competent Courts in Mumbai only.
- h) In the event that any clause or sub-clause of this Agreement is voided as being contrary to law, this Agreement shall continue and have effect as if such clause or sub-clause had been omitted from this Agreement, provided that any ambiguities in the construction of this Agreement caused by the voided or omitted clause shall be resolved insofar as shall be lawfully possible by reference to the intent of such voided or omitted clause or sub-clause.
- i) This Agreement is specific to the Service Provider, and the Service Provider cannot assign the Agreement, or the rights and obligations under this Agreement, in whole or in part to any other person or entity under any circumstances whatsoever.
- j) Service Provider will promptly respond to any request or instruction of TFS related to the Services and will cooperate and align with TFS as necessary or desirable in order to ensure the best performance of the Services.
- k) No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties by a director or other duly authorized officer of each of the Parties.
- l) The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- m) Any alterations or modifications or waiver in connection with this Agreement will not be effective unless made in writing and signed by both the parties.
- n) Invalidity or unenforceability of any term of this Agreement shall not render the other provisions and the remainder of the Agreement invalid or unenforceable and the Agreement shall remain in full force and effect.





- o) This Agreement and the Schedules and Annexure 1 hereto represent the entire Agreement as to the subject, matter hereof, and supersede any and all prior understandings between the Parties on the subject-matter, hereof.
- p) Parties agree that the arrangement set forth under this Agreement are non-exclusive and that, each party shall be free at any time during the Term and thereafter to engage and enter into same arrangements with any third party. However Service Provider confirms that it shall not undertake any similar work of any of the competitors during the term of this Agreement.
- q) Service Provider shall, without the prior written consent of the other Party, not directly or indirectly at any time during the term of the Agreement and a period of twelve months after its termination or expiry for any reason, solicit away from TFS or any of its affiliates, endeavour to solicit away from TFS or any of its affiliates, employ or engage or endeavour to employ or engage, any employee of TFS.
- r) Service Provider confirms that they are aware that TFS demands quality products and service at all times, and also expects the business partners to ensure that those products/services are provided ethically and sustainably. TFS also understand that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity. The Code of Conduct therefore outlines the minimum requirements placed on suppliers of goods and services of TFS, concerning their responsibilities towards their stakeholders and the environment. The code of conduct can be accessed <http://www.foodtravelexperts.com/international/wp-content/uploads/2016/06/SSP-Ethical-trade-Code-of-Conduct.pdf>

For PcsInfinity


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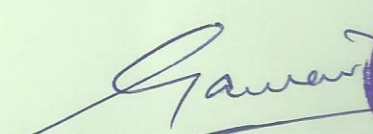

Authorized Signatory

Name: Chetan Chopra

Designation: Business Head

Mobile Number: 9871037091

For Travel Food Services Private Limited

Authorized Signatory

Name: Gaurav Dewan

Designation: COO