

This Software Support Agreement (“Agreement”) is hereby made and entered into by and between GetSet Solutions Private Limited (“GetSet”) and you (“Company”).

GetSet and the Company shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

1. Definitions.

“**Software**” means the software application as defined in the software order annexed to Software License Agreement signed by and between the parties.

“**E-Mail Support**” means electronically generated technical support provided in response to electronically transmitted inquiries by Company.

“**Error**” means an error in the Software, which significantly degrades the software.

“**Critical errors**” are those that stop processing of the full system, or a main part thereof.

“**Non-critical errors**” are those that affect non-essential parts of the System which are not needed for daily operations, and which Company can do without for some reasonable period.

“**Error Correction**” means the use of reasonable commercial efforts to correct Errors.

“**Fix**” means the repair or replacement of object or executable code versions of a Software Program to remedy an Error.

“**Previous Sequential Release**” means the release of software which has been replaced by a subsequent release of the same Software.

“**Support Services**” means GetSet support services as described in Section 2 herein.

“**Telephone Support**” means technical support telephone assistance provided by GetSet to the Technical Support Contact during normal business hours concerning the installation and use of the then current release of Software and the Previous Sequential Release.

“**Workaround**” means a change in the procedures followed or data supplied by Company to avoid an Error without substantially impairing Company’s use of a Program.

“**Working sessions**” means office working hours from 9.00 am to 6.00 pm (India time) during Monday to Saturday except on public holidays:

9:00am to 1:00pm (Working session 1)

2:00pm to 6:00 pm (Working Session 2)

2. Support services.

2.1 Support and maintenance services consist of (i) Electronic Support and Telephone Support provided to designated technical support contact(s) concerning the installation and use of the then current release of a software and the Previous Sequential Release and (ii) Software updates that GetSet in its discretion makes generally available without additional charge.

2.2 GetSet will provide telephonic consultation or support in the use of the Software, and remote support when required to work on the application installed with Company. In the event the same is insufficient, GetSet will depute

its technical personnel on site to provide services.

2.3 Company will provide a remote access connection to the server for GetSet to provide technical support to the Company.

2.4 GetSet will use all reasonable effort, to provide (i) Correction of errors (bugs) in the Software (ii) Data level rectification, if required, which is caused due to any program malfunction.

2.5 GetSet will provide updated versions of the Application(s) and supported documentation encompassing improvements, extensions and other changes, which are deemed by GetSet at its sole discretion, to be logical improvements or extensions of the Software Application(s), if such updated versions of the Software Application(s) are generally made available to the Company at no additional costs.

2.6 GetSet shall respond to critical errors within the next 2 working sessions and non-critical errors within 3 working days from receiving the call for service. If the nature of the error is such that it requires more than the above stipulated time to work on and fix the errors, GetSet shall continue to work on it until the error is fixed, and in the meantime, GetSet shall try to provide the Company with a work around to continue the data processing while GetSet continues to work on fixing the error. In the event of the Company having to stop processing due to critical errors, the Company will report the same to GetSet by one of the access methods indicated in **Annexure-A** and GetSet shall measure the time for response from the time of receiving the notification. In case the critical errors are not attended to within the stipulated time, the Company can escalate the same to GetSet management in accordance with **Annexure-B** attached hereto.

3. Fees.

3.1 The annual maintenance fee payable will be as mentioned in the Order and is exclusive of any reasonable travel and living expenses incurred in connection with the provision of support and maintenance Services under this Agreement ("out-of- pocket expenses"). Further, the Company agrees to pay all value added, sales, withholding and other taxes related to the support fee or any payments made by the Company hereunder. The Company agrees to bear/reimburse all out-of- pocket expenses. The first Annual Support Fee is payable upon execution of this Agreement. Subsequent Annual Support Fees shall be payable thereafter annually in advance on or before the anniversary date of this Agreement.

3.2 Support and maintenance fees, as described in Section 3.1, are due and payable annually in advance of a Support Period.

3.3 All fees shall be non-cancelable and non-refundable and shall be provided so long as the Company maintains an uninterrupted support agreement.

4. Company's obligations.

4.1 The Company shall have the sole responsibility to notify to GetSet about the problems and request for support services are formally raised in accordance with the procedure prescribed in respect thereof and all such requests confirm with the formats prescribed by GetSet from time to time.

4.2 The Company shall carry out all the recommendations of GetSet for determining the nature or cause of a

problem and for the resolution of the same.

4.3 With all severity levels, the Company will work closely with GetSet to provide reproducible results for any defect reported. GetSet cannot guarantee any patch or workaround if the defect cannot be reproduced. GetSet requires that the Company provide remote access to their system, if possible.

4.4 The Company shall perform the user acceptance testing of the corrected software provided by GetSet and inform GetSet about the acceptance of the corrected software. In case the Company does not inform GetSet about the acceptance aforesaid within 5 days of the delivery of the corrected software, the corrected software shall be deemed to have been accepted by the Company.

4.5 The Company shall promptly implement the corrected software and/or maintenance releases provided at the designated location(s) of the Company.

4.6 The Company shall undertake regular maintenance of the designated hardware and Equipment including preventive maintenance.

4.7 Where GetSet provides Services at the Company's site, the Company shall arrange to make available to GetSet's personnel reasonable office, computer, communication and other necessary facilities at no cost to GetSet. The Company shall ensure the safety of GetSet's personnel while working at their site. The Company shall not employ any of GetSet's Personnel on any work, which, in the opinion of GetSet is inappropriate to his/her qualifications and experience or on any work, which is not directly connected with the Services to be rendered.

4.8 The Company shall give GetSet and its personnel full access (physical and/or remote) to the Support Location, to the Software Application(s) and the designated hardware & Equipment to enable GetSet to provide the Services.

4.9 The Company shall further ensure that all such hardware, software, infrastructure, support, information, advise, approval, consent, feedback, etc. that may be necessary or required for rendering Services under this Agreement and requested for by GetSet or its personnel is made available to it promptly and within the time specified by them.

4.10 The Company shall be solely responsible for maintenance and support of all the designated hardware, companion software, servers, networking products, other equipments, and operating systems and/or database software, on or with which the Company operates the Software Applications.

5. Technical support contacts.

Company may contact Technical support as mentioned in Annexure-B hereto.

6. Term and termination.

6.1 The initial term of this Agreement shall be valid for a period of 12 (twelve) months from the effective date first hereinabove mentioned ("Term"). Thereafter, Company may request for continuation of the service for annual maintenance and update at the then current fee. Should Company decide to extend this Agreement, Company shall issue a purchase order in advance. of the renewal date at the price quoted by GetSet.

6.2 This agreement may be terminated by either party by giving the other party 30 (thirty) days written notice of intent to terminate prior to the completion of the Term.

7. Exclusions.

7.1 Unless previously approved by GetSet in writing, GetSet shall have no obligation to support: (i) altered or damaged Software or any portion of a Software incorporated with or into other software; (ii) Software that is not the then current release or immediately Previous Sequential Release; (iii) Software problems caused by Company's negligence, abuse or misapplication, use of Software other than as specified in GetSet's user documentation or other current technical materials or other causes beyond the control of GetSet; or (iv) Software installed on any hardware that is not supported by GetSet. GetSet shall have no liability for any changes in Company's hardware, which may be necessary to use Software due to a Workaround or maintenance release.

7.2 These terms and conditions constitute a service contract and not a program warranty. All software and materials related thereto are subject exclusively to the warranties set forth in the software license agreement. This support services agreement is an additional part of the software license agreement and does not change or supersede any term of the software license agreement.

8. Limited warranty. GetSet warrants that the Support and maintenance services provided under this Agreement will be performed in a workman like manner in accordance with industry standards. GetSet makes no other warranty, express or implied, with respect to the subject matter of this Agreement, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or any other warranty of any kind respecting and maintenance services performed hereunder or any materials furnished hereunder.

9. Limitation of liability. The aggregate cumulative liability of GetSet to Company for all claims arising under or related to this agreement, whether in contract, tort or otherwise, shall not exceed the support fees paid to GetSet during the previous six month term. In no event will GetSet be liable to Company for damages for loss of data, lost profits, or other indirect, punitive, special, incidental or consequential damages arising out of this agreement, even if GetSet has been advised of the possibility of such damages, or for any claim by any third party. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

10. Assignment. Company shall not assign the rights granted hereunder, or any of them, without the prior written consent of GetSet.

11. Governing law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of India without regard to its choice of law rules.

12. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of GetSet. The remedies of GetSet under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party

hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

13. Force majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, GetSet may immediately terminate this Agreement.

14. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

15. Entire agreement. This agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings and arrangements between the parties relating to the subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorised representative of each party.

X - Blank - X

Software Support Agreement



IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS ____ DAY OF _____, 20__:

GETSET SOLUTIONS PRIVATE LIMITED (“GETSET”)	
Name: Mr. Srinivasa Rao Kolla	Signature and Stamp:
Title: Director	

(“COMPANY”)	
Name:	Signature and Stamp:
Title:	
Name:	Signature and Stamp:
Title:	

Annexure - A **First and Second Line Support**

Company is required to establish and maintain the organization and processes to provide “First Line Support” for the Software directly to your Users. First Line Support shall include but not be limited to (i) a direct response to Users with respect to inquiries concerning the performance, functionality or operation of the Software, (ii) a direct response to Users with respect to problems or issues with the Software, (iii) a diagnosis of problems or issues of the Software, and (iv) a resolution of problems or issues with the Software.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the Software, you may contact GetSet for “Second Line Support.”

Second Line Support shall consist of (i) a diagnosis of problems or issues with the Software, and (ii) reasonable commercial efforts to resolve reported and verifiable errors in the Software so that the Software performs in all material respects as described in the associated program documentation.

GetSet may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the practices described in these Software Support Policies.

Our Contacts – Second Line of Support

email: support@getsetsol.com

GetSet will inform the Company from time to time if there are any changes in the contacts information.

Annexure - B **Service Request Escalation**

If you believe in good faith that you have not received quality or timely assistance in response to a Software service request or that you urgently need to communicate important support related business issues to GetSet management, your technical contact may escalate the service request by contacting GetSet and requesting that the service request be escalated.

The escalation process should not be used if you wish to change the reported business impact of the issue and as otherwise indicated in My GetSet Support.

For service requests that are escalated, the GetSet service request escalation manager will work with you to develop an action plan and allocate the appropriate GetSet resources.

If the issue underlying the service request continues to remain unresolved, you may contact the GetSet service request escalation manager to review the service request and request that it be escalated to the next level within GetSet as required.

To facilitate the resolution of an escalated service request, you are required to provide contacts within your organization that are at the same level as that within GetSet to which the service request has been escalated.

Our Contacts – Escalation

email: offshore@getsetsol.com