

Software Supply, Support & Maintenance Agreement

THIS AGREEMENT ("Agreement") is made on 13th June 2025 by and between:

(1)Speed Auto Systems LLC Office 2707, P.O. Box: 114739, Churchill Executive Tower Business Bay Dubai UAE ("**Speed**"); and

VESLA RENT A CAR LLC, [Opal Tower Business Bay], Dubai UAE ("**VESLA RENT A CAR LLC**"),

each a "Party" and together the "Parties".

BACKGROUND

- (1) Speed is a provider of software and software services relating to the Speed Car Rental System, Finance, & E-Tars.
- (2) VESLA RENT A CAR LLC to engage Speed to provide certain software and software services.

IT IS AGREED AS FOLLOWS:

1. VESLA RENT A CAR LLC engages Speed to:

- a) license VESLA RENT A CAR LLC to use the Computer Software called '*SPEED*' – Car Rental System Software ("Application Software") pursuant to an agreed from software license ("Software License");
- b) provide implementation support services to set-up, train and assist VESLA RENT A CAR LLC to use the Application Software ("Implementation Support Services"); and
- c) provide maintenance support services on an on-going basis for the modules licensed under the Software License ("Maintenance Support Services");

and Speed agrees to

- a) enter into the Software License;
- b) provide the Implementation Support Services;
- c) provide the Maintenance Support Services,

in each case on the terms and conditions of this Agreement. In this Agreement the Maintenance Support Services and the Implementation Support Services are together referred to as the "Services".

2. For the provision of the Software License and the Services, VESLA RENT A CAR LLC to pay Speed the license fees and other charges as specified in Annexure 1.
3. The initial term of this Agreement and the Software License shall be 12 months ("Initial Term"). After the expiry of the Initial Term this Agreement and the Application Software License shall only renew if the Parties agree in writing that this is the case. Once renewed after the initial Term this Agreement may be terminated by VESLA RENT A CAR LLC on 30 days written notice.
4. VESLA RENT A CAR LLC and Speed agree that the provision of the software license and the services and the payments of fees and charges are governed by the terms and conditions stated in Annexure 1, 2, and 3.
5. This agreement is deemed to be effective from the date of signing of this agreement by both Speed and VESLA RENT A CAR LLC.

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ANNEXURE 1

1 INTRODUCTION

Vesla Motors wants to automate its car rental business with Speed System. Speed Auto Systems is a leading company in automating the transport & automotive industry. The system is Web-based, Cloud-based & Mobile-based.

2 SCOPE OF WORK

- a. Speed - Car Rental System (CRS)*
- b. Speed – Financial System (FS)*
- c. Vehicle Mobile Checkout & Check-in System*
- d. E-Fines Automatic Fines Download System*
- e. E-Salik Automatic Salik Toll Download System*
- f. E-Tars System*

3 SPEED – CAR RENTAL SYSTEM FEATURES

SETUP MODULE:

- *Company Details*
- *Control Panel*
- *Branches*
- *Departments*
- *User Groups with System Access Rights*
- *Application Users*
- *Change Password*

ACCOUNTS RECEIVABLE MODULE (CUSTOMERS):

- *Customer Accounts Management:*
 - *Walk-in Customers (Cash Customers)*
 - *Corporate Customers (Credit Customers)*
- *Customer Search using:*
 - *Customer Code*
 - *Any part of the Name*
 - *Contact Number (Tel/Mob)*
 - *Driving License*
 - *Passport Number*
 - *Any ID maintained in system*
- *Statement of Account (Customer)*

- *Customers Balances Summary (Outstanding/Credit)*
- *Customers Balances as of Date*
- *Receivable Age Analysis Report*

ACCOUNTS PAYABLE MODULE (SUPPLIERS):

- *Suppliers Accounts Management*
- *Supplier Search (using different parameters)*
- *Statement of Account (Supplier)*
- *Suppliers Balances Summary*
- *Payable Age Analysis Report*

EMPLOYEES MODULE:

- *Employee Accounts Management*
- *Employee Search (using different parameters)*
- *Statement of Account (Employee)*

VEHICLES MODULE:

- *Vehicle Masters*
 - *Make*
 - *Model*
 - *Engine Capacity*
 - *Vehicle Service Types (Preventive Maintenance)*
 - *Vehicles Defect Types (Incidental Maintenance)*
- *SIPP Codes (ACRIS Codes)*
 - *Category*
 - *Type*
 - *Transmission Drive*
 - *Fuel Type/AC*
- *Manage Vehicles*
- *De-Fleet Vehicles*

TARIFF MODULE:

- *Tariff Groups*
- *Tariff Cards*
- *Tariff Cards Allocation*

RENTAL MODULE:

- *Rental Agreement Opening*
- *Rental Agreement Extension*
- *Rental Agreement Cut Short*
- *Rental Agreement Closing*
- *Rental Agreement Edit*
- *Rental Agreement Cancellation*
- *Agreements Reporting Engine*
- *Agreement Editing Log*
- *Cancelled Agreements Report*

MOVEMENTS MODULE

- *NRM (Staff Movement) Opening*
- *NRM (Staff Movement) Closing*
- *NRM (Staff Movement) Editing*
- *NRM Reporting Engine*
- *Garage Movement Opening*
- *Garage Movement Closing*
- *Garage Movement Editing*
- *Garage Movement Reporting Engine*
- *Vehicle Replacement*
- *Vehicle Replacement Editing*
- *Vehicle Custody Movement Opening*
- *Vehicle Custody Movement Closing*
- *Vehicle Custody Movement Reporting Engine*
- *Driver Replacement*

VOUCHERS MODULE:

- *Invoices*
- *Debit Note*
- *Credit Note*
- *LPO*
- *Bill*
- *Receipt Voucher*
- *Payment Voucher*
- *Settlement Voucher*
- *JV*

OPERATIONS REPORTS:

- *Operations Dashboard*
 - *All Vehicles*
 - *Available Vehicles*
 - *Vehicles on Agreement*
 - *Vehicles on NRM (Staff Use)*
 - *Vehicles in Garage*
 - *Vehicles Due for Insurance Renewal*
 - *Vehicles Due for Registration Renewal*
 - *Vehicles Due for Service*
 - *Over Due Vehicles with Customers*
- *Day Summary*
- *DBR (Daily Business Report)*
- *Fleet Utilization Report*
- *Vehicle Movement Log*
- *Monthly Report for Daily Vehicle Status*
- *Missing Mileage Report*
- *Vehicle-Wise Estimated Revenue (Sales)*
- *Agreement-Wise Estimated Revenue (Sales)*
- *Alerts*
- *Audit Trail*

4 SPEED — FINANCIAL SYSTEM FEATURES

Accounting Setup Module:

- *Chart of Accounts*
- *Payment Methods*
- *Link Accounts*
- *Opening Balances Setup*
- *Fiscal Year Setup*
- *Cost Centers*

Banking Module:

- *Manage Bank Accounts*
- *Cash Deposits Management*
- *Credit Card Transactions Bank Transfers Management*
- *Cheques Receivable Management*

- *Cheques Payable Management*
- *Bank Reconciliation*

Prepaid Expense Module:

- *Prepaid Expenses Setup*
- *Prepaid Amortization*
- *Prepaid Expense Reporting Engine*
- *Prepaid Amortization Report*
- *Prepaid Reversal*

Fixed Assets Module:

- *Fixed Assets Types Setup*
- *Asset Induction*
- *Depreciation Management*
- *Asset Disposal*
- *Assets Reporting Engine*
- *Depreciation Report*
- *Asset Disposal Report*

Financial Reporting Module:

- *Transaction Journal*
- *Ledger*
- *Trial Balance*
- *Balance Sheet*
- *P&L Statement*
- *P&L Comparison Report*
- *Vehicle Revenue - Expense Log*
- *Vehicles Income Summary*
- *Vehicles Profitability Analysis Engine*

5 E-FINES AUTOMATIC FINES DOWNLOAD SYSTEM

- *Automatic downloading of Traffic Fines*
 - *Automatic identification of customers & agreements*
 - *Automatic Fines charging on agreement closing*
 - *Automatic traffic fines invoices generation on daily basis.*

6 E-SALIK AUTOMATIC SALIK TOLL DOWNLOAD SYSTEM

- *Automatic downloading of Salik Tolls*
- *Automatic identification of customers & agreements*
- *Automatic Salik Tolls charging on agreement closing*
- *Automatic Salik Tolls invoices generation on daily basis.*

7 SPEED - VEHICLE MOBILE CHECK-OUT & CHECK-IN SYSTEM FEATURES

- *Vehicle Check-Out through Mobile*
- *Vehicle Check-In through Mobile*
- *Vehicle Delivery through Mobile*
- *Vehicle Collection through Mobile*
- *Customer & Staff Signature on Mobile*
- *Automatic Vehicle Identification through QR Code*
- *Automatic Customer Information Fetching from Passport*
- *Vehicle Check-List Maintenance*
- *Record Exterior Damage*
- *Record Interior Damage*
- *Easy Identification of New Damages using different colors*
- *Attach multiple pictures of a single damage*
- *Record Internal Staff Movements*
- *Removing Vehicle Damages through Workshop/Garage Movement*
- *Automatic Vehicle Check-Card Email to Customer (PDF Format)*
- *Automatic Vehicle Check-Card Email to Internal Department (PDF Format)*
- *Reprint/Re-email of Vehicle Check-Card Facility*
- *Vehicles QR Codes Printing*
- *Reporting Engine*
- *Complete log of Vehicle Movements*
- *Complete log of Vehicle Damages along with pictures*

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ANNEXURE 2

FURTHER TERMS AND CONDITIONS

1. DUTIES OF SPEED

At all times during the term of the Agreement Speed shall:

- (a) conduct business in an honest, fair, transparent and professional manner;
- (b) provide the Services with due skill, care and diligence;
- (c) in all dealings with VESLA RENT A CAR LLC, ensure that all communications (both financial and non-financial subject matters) are fair, clear, timely and transparent;
- (d) use its best endeavours to achieve the best possible outcome for VESLA RENT A CAR LLC;
- (e) not delegate the performance of any obligation under this Agreement to any person or appoint a sub-contractor without the express permission of VESLA RENT A CAR LLC; and
- (f) ensure that all staff are appropriately trained and supervised for the tasks assigned to them.

2. CONFIDENTIAL INFORMATION

Each Party shall keep confidential (and shall ensure that its employees and agents shall keep confidential and shall not use or disclose (without the prior written consent of the other Party) any Confidential Information, except where the Confidential Information is:

- (a) publicly available, other than as a result of a breach by a Party of this Agreement;
- (b) obtained by a Party before that information was disclosed to it by or on behalf of another Party and which was not subject to any confidentiality restriction at the time it was obtained;
- (c) lawfully available to a Party from a third Party who was not subject to any confidentiality restriction prior to the disclosure of such Confidential Information; or
- (d) required to be disclosed by law, regulation or by order or ruling of a court or administrative body of a competent jurisdiction provided that the disclosing Party shall use its best endeavours to first consult fully with the other parties to establish whether and, if so, how far it is possible to prevent or restrict such enforced disclosure and take all steps as it may require to achieve prevention or restriction.

This clause shall survive termination of this Agreement and shall continue for a period of five years from the date of termination of this Agreement.

3. INDEMNITY

Speed will indemnify and keep indemnified on demand and hold harmless VESLA RENT A

CAR LLC and its officers, directors, members, partners, and employees from and against all damages, liabilities, demands, costs and expenses, claims, actions and proceedings suffered or incurred by them arising out of or in connection with any act or omission by Speed that is in breach of this Agreement.

4. TERM & TERMINATION

- 4.1 This Agreement shall take effect on the Effective Date and subject to earlier termination in accordance with its terms, shall continue for the period set out in Clause 3 of this Agreement as renewed in accordance with that Clause ("Term").
- 4.2 This Agreement may be terminated at any time by either Party serving notice in writing on the other Party if:
- (a) the other Party commits a material breach of this Agreement and such breach is not remediable or, if capable of remedy, is not remedied within 10 Business Days of receiving written notice to do so; or
 - (b) the other Party commits a series of breaches which together may reasonably be considered to constitute a material breach of this Agreement; or
 - (c) the other Party suspends payment of its debts, or is unable to pay its debts as they fall due; or the other Party passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the other Party, or a winding-up order is made in relation to the other Party; or a receiver or administrative receiver is appointed in relation to the other Party or any of its assets; or
 - (d) the other Party is subject to an event of Force Majeure under clause 6.
- 4.3 VESLA RENT A CAR LLC may terminate this Agreement at any time by serving notice in writing on Speed if Speed brings the reputation of VESLA RENT A CAR LLC into disrepute or does anything likely to cause harm to its reputation; or it or any one of its directors or shareholders is convicted of an offence involving dishonesty.
- 4.4 VESLA RENT A CAR LLC may terminate this Agreement pursuant to Section 7 of this Annexure 2.
- 4.5 Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of the parties.

5. COMPLIANCE

- 5.1 Each Party shall comply with all laws, enactments, regulations and decisions of any person having governmental, regulatory, supervisory or other competent authority over any part of the Services and/or the Application Software Licence and shall maintain such authorisations and all other approvals, permits and authorities as are required of it from time to time to perform its obligations under or in connection with this Agreement.
- 5.2 Without prejudice to the generality of Section 5.1 above, each Party shall comply with all applicable anti-money laundering and/or counter-terrorism financing laws, rules and regulations whatsoever (including applicable laws, rules and regulations

imposing know your customer or other identification checks or procedures) in respect of this Agreement ("**AML/CTF Laws**"). Each Party shall provide to the other all information and documents reasonably requested by the other under AML/CTF Laws.

- 5.3 Without prejudice to the generality of Section 5.1 above, each Party shall comply with all applicable anti-bribery and anti-corruption laws including ensuring that all of that Party's personnel, all others associated with that Party, and all of that Party's sub-contractors involved in performing services for or on behalf of that Party so comply. Without limitation to the previous sentence, neither Party nor any of that Party's personnel or sub-contractors shall make or receive any bribe or other improper payment, or allow any bribe or improper payment to be made or received in connection with this Agreement. Nothing in this Agreement shall oblige either Party to take any action or refrain from taking any action that would not be fully in compliance with the laws, rules and regulations of any free zone within the UAE or any Emirate of the UAE or any federal laws, rules and regulations of the UAE and neither Party shall incur any liability to the other whatsoever in respect of refraining from taking any action or having to take any action to ensure compliance with such laws, rules and regulations nor shall its liability to the other Party be increased in connection with the same.

6. FORCE MAJEURE EVENT

- 6.1 A Party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to a Force Majeure Event, provided that it:
- (a) promptly notifies the other of the Force Majeure Event and its expected duration; and
 - (b) uses reasonable endeavours to minimise the effects of that event.
- 6.2 If, due to a Force Majeure Event, a Party:
- (a) is unable to perform a material obligation under this Agreement; or
 - (b) is delayed in or prevented from performing its obligations for a total in any twelve months of operation of this Agreement of more than 5 Business Days,
- the other Party may terminate this Agreement on not less than 10 Business Days written notice.

7. SET-OFF

Any amount that a Party owes to another Party under this Agreement, whether now or at any time in the future may be set off from any amount due to that Party from the other Party under this Agreement or otherwise.

8. DISPUTE RESOLUTION

- 8.1 Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this Section 9.
- 8.2 The dispute resolution process may be initiated at any time by either Party serving a notice in writing on the other Party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

- 8.3 The parties shall use all reasonable endeavors to reach a negotiated resolution through the following procedures:
- (i) within fourteen days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it; and
 - (ii) if the dispute has not been resolved within seven days of the first meeting of the contract managers, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within 14 days of the date of such referral to discuss the dispute and attempt to resolve it.
- 8.4 The specific format for the resolution of the dispute under clause and, if necessary, Section 9.3(ii) shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 8.5 Until the parties have completed the steps referred to in Section 9.4, and have failed to resolve the dispute, neither Party shall commence formal legal proceedings except that either Party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

9. INTERPRETATION

- 9.1 In this Agreement:

Business Day	means a day, other than a Friday, Saturday or public holiday, on which banks are open for business in Dubai, UAE;
Confidential Information	the existence and terms of this Agreement and all data or information (whether technical, commercial, financial or of any other type) in any form acquired under, pursuant to or in connection with, this Agreement and any information used in or relating to a Party or member of the same group of companies as a Party or any individual who is a shareholder in any such company (including information relating to products (bought, manufactured, produced, distributed or sold), services (bought or supplied), operations, processes, formulae, methods, plans, strategy, product information, know-how, design rights, trade secrets, market opportunities, customer lists, commercial relationships, marketing, sales materials and general business affairs);
Effective Date	means the date stated at the top of the first page of this Agreement

Force Majeure Event	means any act, event, omission or accident beyond the reasonable control of a Party, which prevents it from, or delays it in, performing its obligations under this Agreement but not including, an inability to pay, a shortage of raw materials, an increase in the price of raw materials, over-commitment, market circumstances or other circumstances that may make the terms of this Agreement unattractive to a Party;
Term	shall have the definition given in Section 4 of Annexure 2; and
UAE	means the United Arab Emirates.

9.2 In this Agreement, unless the context otherwise requires:

- (a) references to this Agreement include its Annexures and references to Clauses, Sections and Annexures are to Clauses, Sections and Annexures of this Agreement;
- (b) an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- (c) where any obligation in this Agreement is expressed to be undertaken or assumed by any Party, that obligation is to be construed as including a requirement that the Party concerned exercises all rights and powers of control over the affairs of any other person which that Party is able to exercise (whether directly or indirectly) in order to secure performance of the obligation;
- (d) references to 'writing' or 'written' include email; and
- (e) references to time shall mean UAE time.

10. GENERAL

- 10.1 *Time of Essence* - Each time, date or period referred to in this Agreement and the Application Software License (including any time, date or period varied by the parties) is of the essence of this Agreement and the Application Software License.
- 10.2 *No Partnership* - Nothing in this Agreement or the Application Software License, or will be deemed to constitute, a partnership between the parties nor make either Party the agent of the other Party.
- 10.3 *Conflict With Other Agreements* - If there is a conflict between the terms of this Agreement and the terms of the Application Software License, the terms of this Agreement shall prevail.

- 10.4 *Announcement* - No announcement shall be made by or on behalf of any Party relating to the existence or the terms of this Agreement or the Application Software License.
- 10.5 *Assignment* - Neither Party may assign, transfer, charge, declare a trust of or otherwise dispose of all or any part of its rights and benefits under this Agreement or the Application Software License (including any cause of action arising in connection with any of them) or of any right or interest in any of them.
- 10.6 *Further Assurance* - Each Party shall from time to time and at their own cost do, execute and deliver or procure to be done, executed and delivered all such further acts, documents and things required to give full effect to this Agreement and the Application Software License and the rights, powers and remedies under this Agreement and each of the Transaction Documents.
- 10.7 *Entire Agreement* - This Agreement and the Application Software License constitute the whole agreement between the parties and supersede any previous arrangements or agreements between them relating to their subject matter.
- 10.8 *Severance and Validity* - If any provision of this Agreement or the Application Software License is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it shall be deemed to be severed from this Agreement or the Application Software License as the case may be and the parties shall replace such provision with one having an effect as close as possible to the deficient provision. The remaining provisions will remain in full force in that jurisdiction and all provisions will continue in full force in any other jurisdiction.
- 10.9 *Variations* - No variation of this Agreement or the Application Software License shall be effective unless in writing and signed by or on behalf of the parties.
- 10.10 *Remedies and Waivers* - (a) No waiver of any right under this Agreement or the Application Software License shall be effective unless in writing; (b) no delay or omission by any Party in exercising any right or remedy provided by law or under this Agreement or the Application Software License any other Transaction Document shall constitute a waiver of such right or remedy; (c) the single or partial exercise of a right or remedy under this Agreement or any other Transaction Document shall not preclude any other nor restrict any further exercise of any such right or remedy; and (d) the rights and remedies provided in this Agreement and any other Transaction Document are cumulative and do not exclude any rights or remedies provided by law.
- 10.11 *Third Party Rights* - This Agreement and the Application Software License are made for the benefit of the parties and their successors and is not intended to benefit any other person, and no other person shall have any right under Article 254 of the UAE Civil Code to enforce any of their its terms, except that and each shall be enforceable by the Affiliates of VESLA RENT A CAR LLC to the fullest extent permitted by law, subject to the other terms and conditions of this Agreement.

10.12 *Counterparts* - This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement shall not be binding unless and until all parties have signed at least one counterpart. A signed copy of this Agreement or a counterpart delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement or a counterpart as the case may be.

10.13 *Notices* - Any notice or other communication to be given under or in connection with this Agreement shall be in the English language in writing and signed by or on behalf of the Party giving it. A Notice may be delivered personally or by courier to the address specified for the relevant Party at the beginning of this Agreement or by email to the following email addresses

For VESLA RENT A CAR LLC

- (i) Person 1 – [\[email address\]](#); and (not or)
- (ii) Person 2 – [email address] (not or)
- (iii) Person 3 - [email address]

For Speed

- (i) Hakim – hakim@speedautosystems.com; and (not or)
- (ii) Syed Mubashir Ali – ali@speedautosystems.com; and (not or)
- (iii) Muhammad Shakeel – shakeel@speedautosystems.com.

10.14 *Governing Law and Jurisdiction* - This Agreement (and any non-contractual obligations arising out of or in connection with this Agreement) shall be governed by and construed in accordance with the laws of the United Arab Emirates as applied in Dubai. The Courts of Dubai shall have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement (including any dispute relating to any non- contractual obligations arising out of or in connection with this Agreement), unless otherwise agreed by the parties.

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ANNXURE 3

SERVICE CONDITIONS

Speed shall (i) provide the Implementation Support Services in accordance with Part A of this Annexure 3; and (ii) provide the Maintenance Support Services in accordance with Part B of this Annexure 3.

PART A – IMPLEMENTATION SUPPORT SERVICES

1. Speed will provide VESLA RENT A CAR LLC with all necessary advice, assistance, and other services in order to ensure that the Application Software is fully installed and implemented and is working in accordance with its specification.
2. The Implementation Services will be provided to VESLA RENT A CAR LLC both in person and remotely, depending on the requirements of VESLA RENT A CAR LLC.
3. The Implementation Services will include, without limitation:
 - (i) overseeing and implementing the Application Software;
 - (ii) installing the Application Software and performing all necessary set up and configuration operations, including recommending best practices;
 - (iii) the provision of all necessary training to employees of VESLA RENT A CAR LLC
4. The training referred to in Section 3 shall include onsite training.
5. Speed will provide the following additional Implementation Services:
 - i. Importing master data provided in the form of Excel

PART B - MAINTENANCE SUPPORT SERVICES

1. Speed shall provide VESLA RENT A CAR LLC all necessary Maintenance Support Services in respect of the Application Software.
2. Speed shall make available to VESLA RENT A CAR LLC a helpdesk for requesting and receiving the Support Services as follows:
 - (a) Speed shall ensure that the helpdesk is accessible by telephone on 0097142654203 Ext 9200 and email on support@Speed.com and via the Speed support module;
 - (b) Speed ensure that the helpdesk is operational and adequately staffed during business hours (Monday – Friday from 8:00 am – 5:00 pm) during the Term. In addition, VESLA RENT A CAR LLC may call +971529249512 to report critical issues outside of such business hours; and

(c) VESLA RENT A CAR LLC shall not be limited in the number of support requests it makes.

3. The following shall apply in respect of Response and resolution

(a) Issues raised through the Support Services shall be categorized as follows:

- (i) **Critical:** the Software is inoperable or a core function of the Software is unavailable;
- (ii) **High:** Critical service is impacted by a problem, no realistic workaround available. Financial and customer related functions are impacted;
- (iii) **Medium:** Non-critical service is unavailable or impacted by a problem. No direct impact on business. Work can continue with minor disruptions.; and
- (iv) **Low:** any impairment of the Software not falling into the above categories; and any cosmetic issue affecting the Software.

(b) Speed shall respond to requests for Support Services promptly, and in every case, in accordance with the following time periods:

- (i) **Critical:** 60 minutes;
- (ii) **High:** 60 minutes;
- (iii) **Medium:** 90 minutes; and
- (iv) **Low:** 120 minutes.

(c) Speed shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request):

- (i) an acknowledgement of receipt of the request;
- (ii) where practicable an initial diagnosis in relation to any reported error; and
- (iii) (An anticipated timetable for action in relation to the request.

3.5 The Provider shall resolve issues raised through the Support Services promptly, and in any case in accordance with the following time periods:

- (iv) **Critical:** 8 hours;
- (v) **High:** 2 business days;
- (vi) **Medium:** 4 business days; and
- (vii) **Low:** 7 business days.

8 COMMERCIALS

Sr.	Product/Services	Charges (AED)	Payment Terms
1	Speed – Car Rental System Implementation Charges	22,500/- (Discounted)	50% Advance 20% on UAT 20% on Training 10% on Go-Live
2	Speed- Financial System Implementation Charges	22,500/- (Discounted)	
3	Vehicle Mobile Check-out & Check-in System (Complementary)	(Included)	
4	E-Fines Automatic Fines Download System Implementation Charges	(Included)	
5	E-Salik Automatic Salik Toll Download System Implementation Charges	(Included)	
6	E-Tars System Implementation Charges	(Included)	
Total One Time Charges (AED)		45,000/-	
7	Speed – Car Rental System Monthly Subscription Charges	2,250/- Per Month	Each Month Advance Invoice
8	Speed- Financial System Monthly Subscription Charges		
9	Vehicle Mobile Check-out & Check-in System (Complementary)		
10	E-Fines Automatic Fines Download System Monthly Subscription Charges		
11	E-Salik Automatic Salik Toll Download System Monthly Subscription Charges		
12	E-Tars System Monthly Subscription Charges		
Total Monthly Subscription Charges (AED)		2,250/- Per Month	

8.1 COMMERCIAL CONSIDERATIONS

- The payment will be made within 15 days from the date of invoice.
- All quoted prices are Tax exclusive.

8.2 SOFTWARE LICENSES

- 1800 vehicles are covered in the above quoted pricing. Each additional batch of 100 vehicle will increase monthly subscription by AED 365/- per month.

9 TRAINING

- 12-man hours of training is included.
- Additional training will be charged as AED 128/- per man-day.

10 ADDITIONAL CUSTOMIZATION

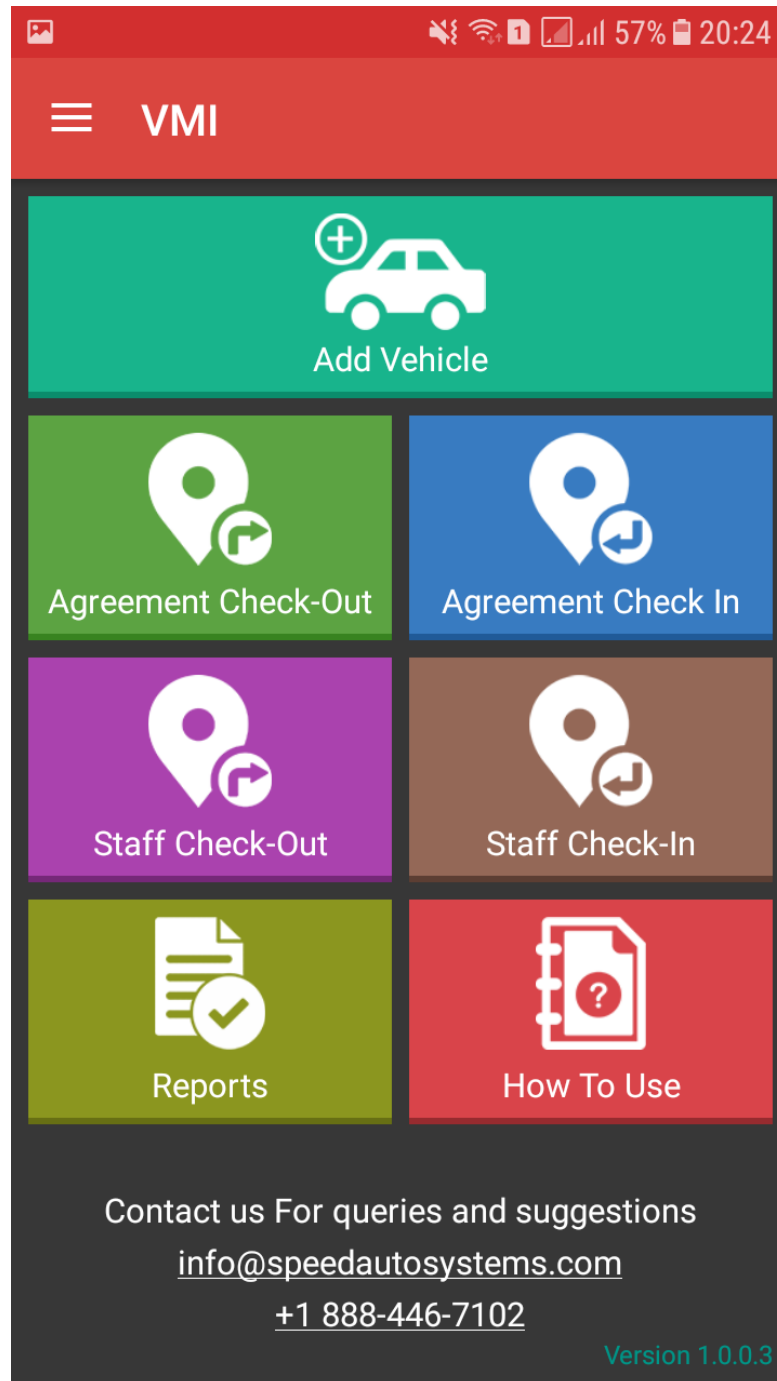
- Customization up to 10% of project value will be free. Additional customization will be charged as AED 128/- per man hour.

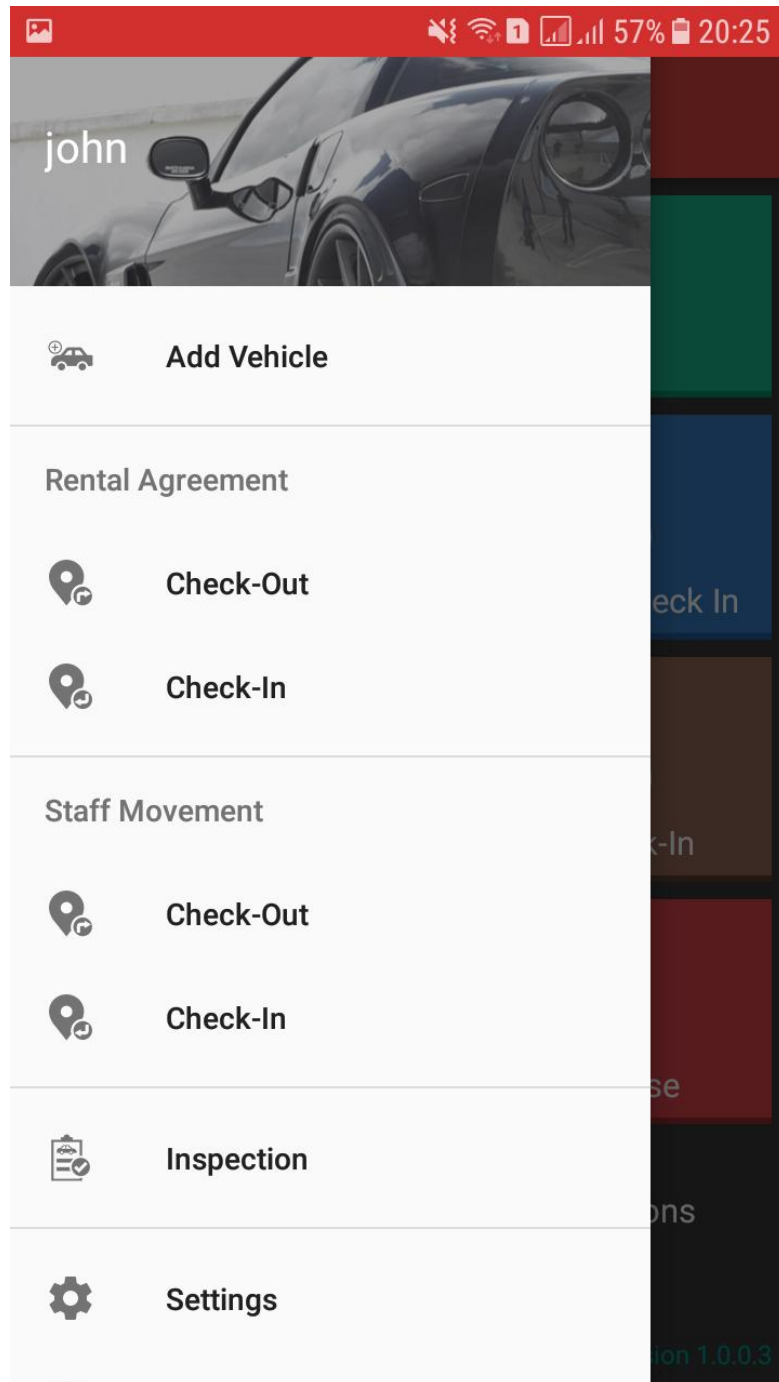
11 SUPPORT



- Support service charges are included in monthly subscription.





















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ANNEXURE 4
USER INTERFACE







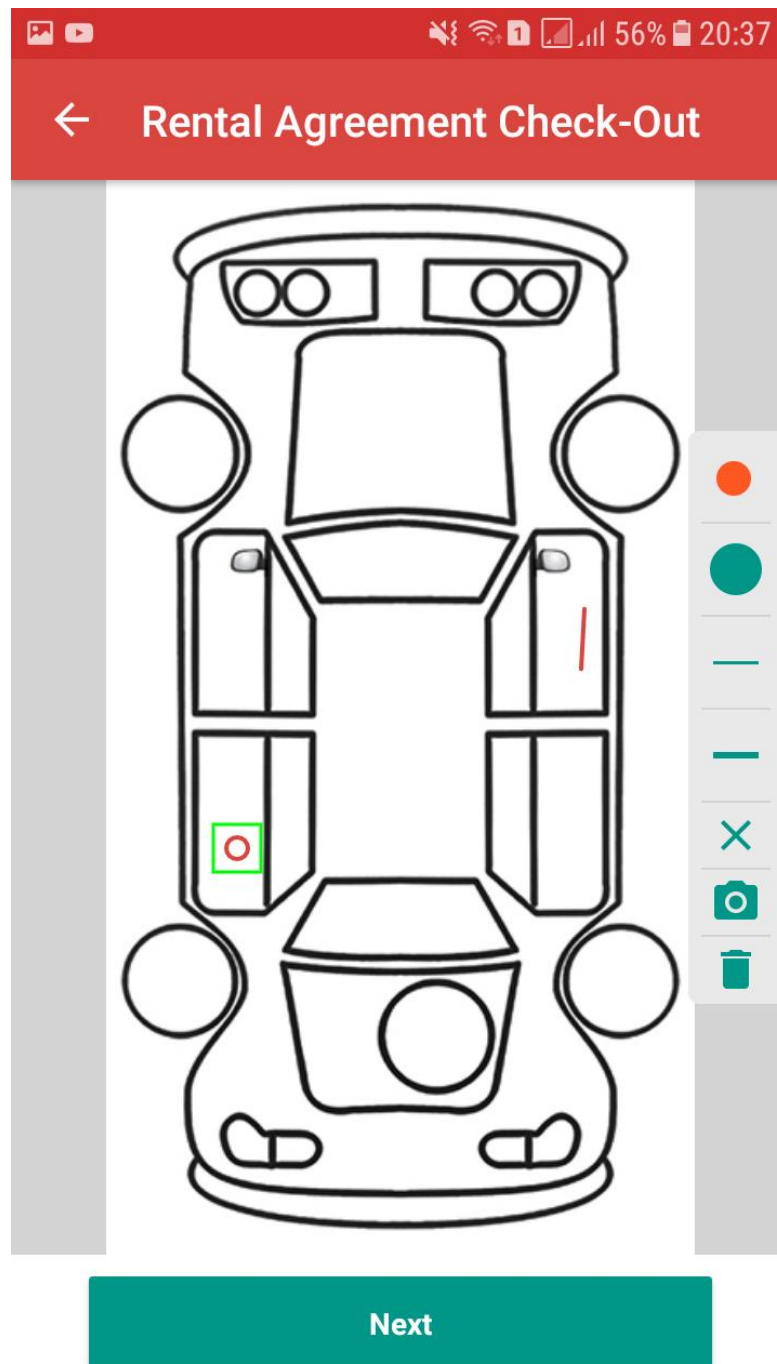


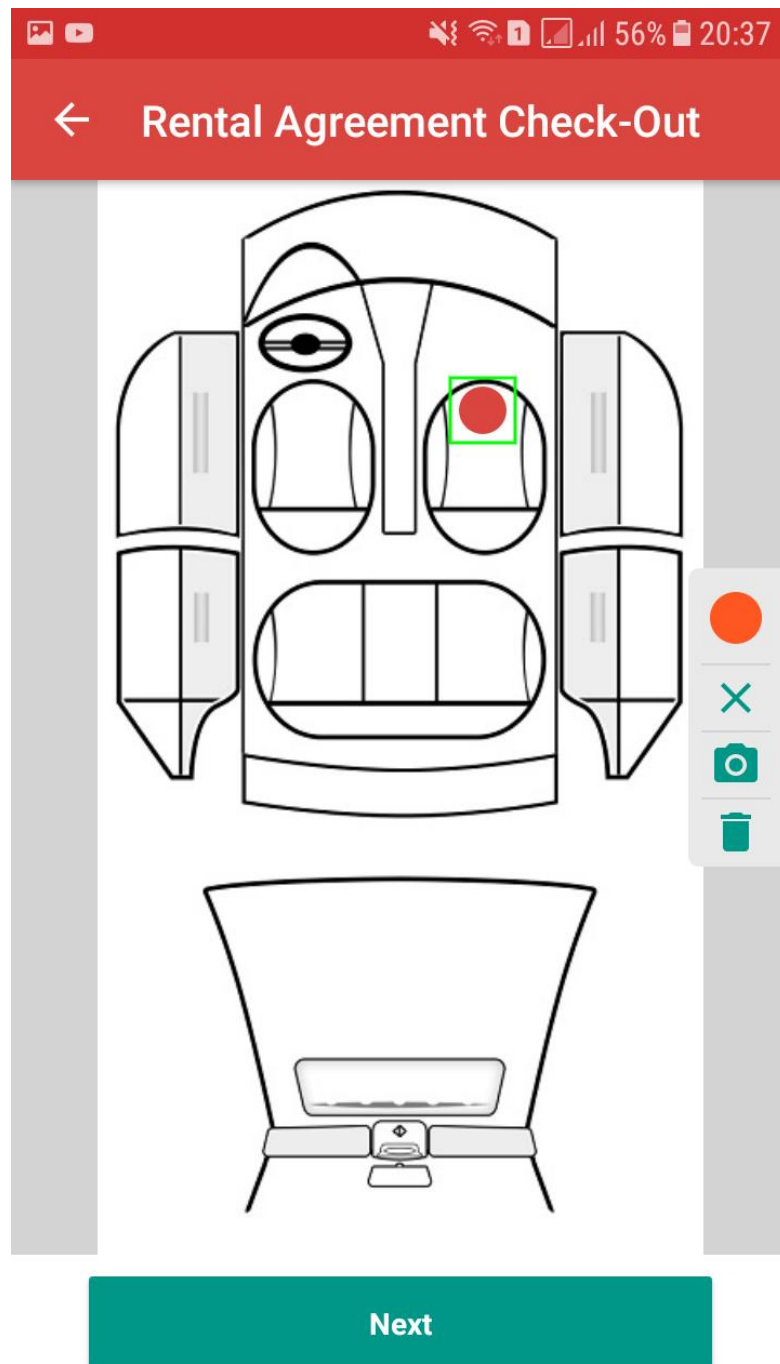



← Rental Agreement Check-Out


Spare Tyre	<input checked="" type="checkbox"/>
ToolKit	<input checked="" type="checkbox"/>
Jack	<input checked="" type="checkbox"/>
First Aid Kit	<input checked="" type="checkbox"/>
GPS	<input type="checkbox"/>
Baby Seat	<input type="checkbox"/>
Hand Book	<input type="checkbox"/>

Next




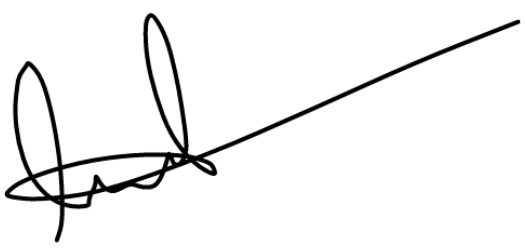



56% 20:38

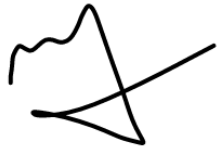
 **Rental Agreement Check-Out**


Notes



Customer Signatures 
























User Signatures 



Finish



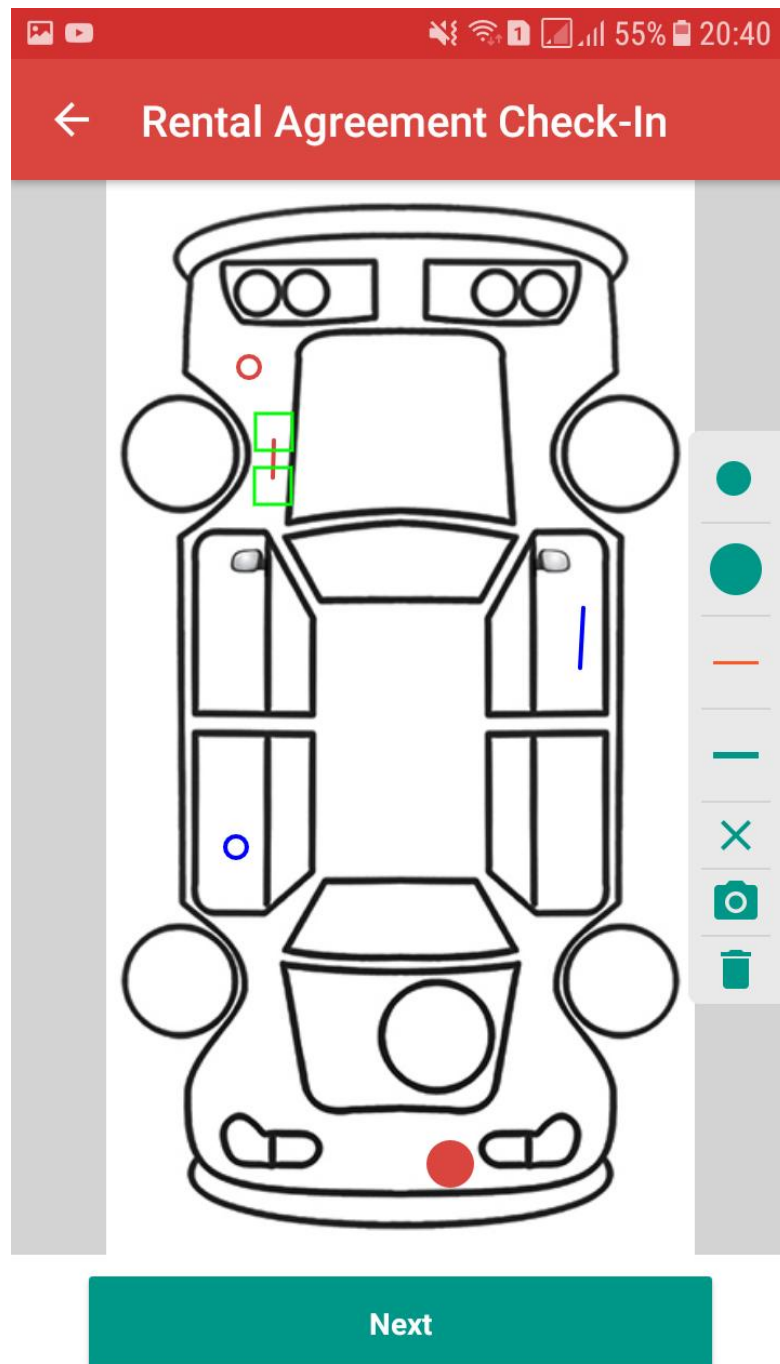


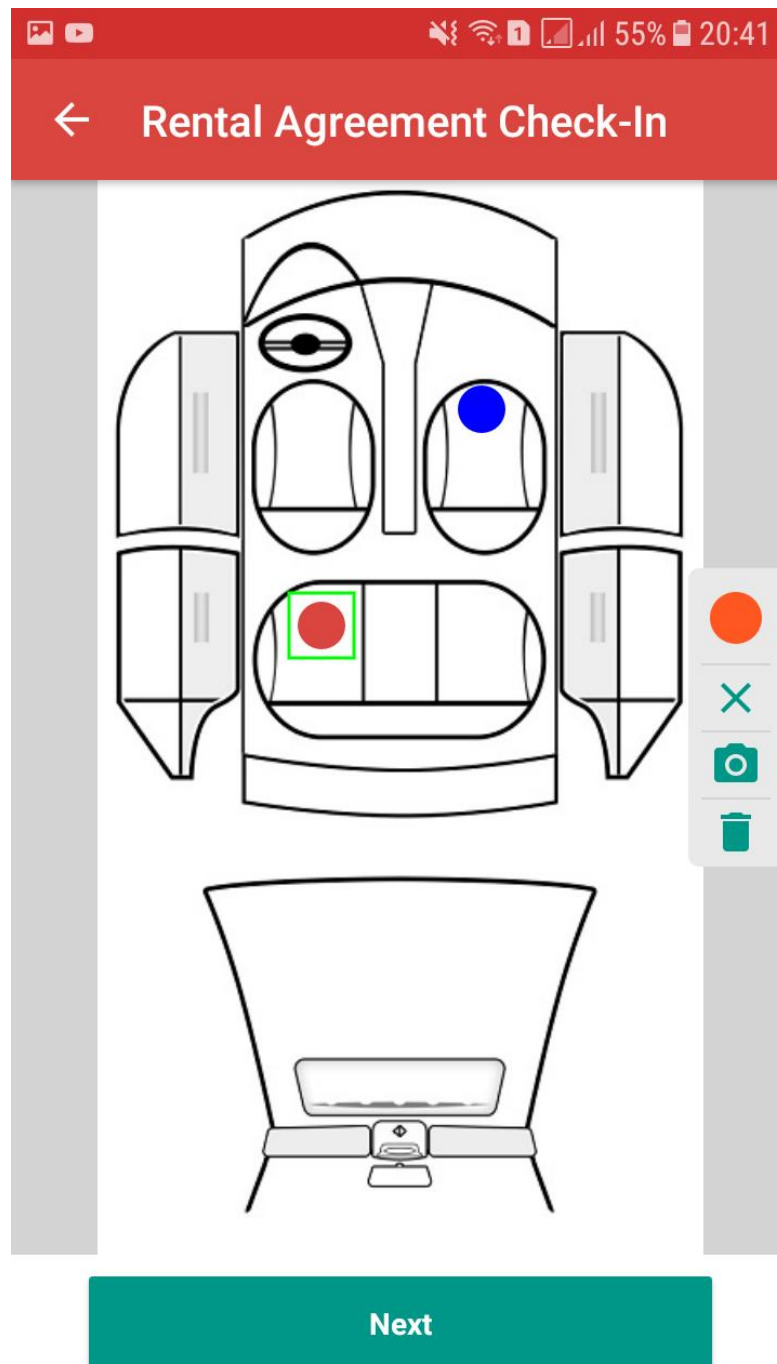


← Rental Agreement Check-In

Spare Tyre	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ToolKit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jack	<input checked="" type="checkbox"/>	<input type="checkbox"/>
First Aid Kit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
GPS		<input type="checkbox"/>
Baby Seat		<input type="checkbox"/>
Hand Book		<input type="checkbox"/>

Next





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Acceptance:

For

Speed Auto Systems LLC

Signature: m. shakeel

Name: Muhammad Shakeel

Title: CEO

Date: 13 Jun 2025

For

VESLA RENT A CAR LLC

Signature: _____

Name: _____

Title: _____

Date: _____

