**Annual Maintenance Agreement**

1. This Service Agreement (hereinafter referred to as the ‘Agreement’) is entered into between the following parties:

**MAW Earthmovers Pvt. Ltd**

**Address: Dhobighat,**

**Lalitpur, Nepal**

**Phone: 01- 5184288 / 5184088**

**Hereinafter referred to as “Client”**

**Hereinafter referred to as “CLIENT”**

**AccessWorld Tech Pvt. Ltd.**

**5th Floor, BBSM, Pulchowk**

**Lalitpur, Nepal**

**Phone: +977 9801000575**

**Hereinafter referred to as “AWT”**

1. AWT agrees to provide Annual Maintenance to the CLIENT for its Web Application and the CLIENT agrees to procure the same from AWT.
2. **Commencement of Service:**

The Service is to commence (“the Service Commencement Date”) shall be from 20th April, 2020 .

1. **Responsibilities of AWT:**

The scope of services will cover primarily with providing of the followings:

1. Instant website updates (within 1 working day, depending on the maintenance task)
2. Periodical Website Performance checkup
3. Virus, Bugs and browser incompatibility removal
4. Add, Edit and Update contents. The required contents should be provided by the client
5. Update Content Management System Core & Plug-in
6. Check for any broken link on the website
7. 404 error identify and resolve or redirect to working URL
8. Support via Email / Phone

1. **Responsibilities of the CLIENT**
2. Clients shall provide all the required contents which is to be updated or changed.
3. Client shall inform AWT before a week for any major module changes.
4. AWT will not be responsible for any problem occurred due to the changes made by Client without consulting AWT.
5. Any information regarding the agreement reached between the CLIENT and AWT shall be confidential. Otherwise, it shall be considered as the breach of contract.
6. **Prices and Payment**
   1. The yearly charge for Annual Maintenance shall be NRs 17,500/- (In words Rupees Seventeen thousand, five hundred only), exclusive of value added tax (VAT) and any other levies imposed by the authorities, except when explicitly stated otherwise.
   2. Maintenance on major changes in module or additional development will be charged as the new requirement. The additional amount for new requirement will be added to the initial maintenance charge as above.
   3. All the payment should be made in advance.
   4. In the event of a dispute regarding part of an invoice, the undisputed part of the fees shall be paid immediately and an explanation shall be given in writing or electronically of the reason for the dispute. Both Parties shall be willing to collaborate to resolve any disputes immediately.
   5. All invoices shall be paid by the CLIENT in compliance with the payment conditions stated on the invoice. Unless specified differently, the CLIENT shall pay the invoice within fifteen days after the invoice date.
   6. If the CLIENT fails to pay any amount due and, after a Written or Electronic reminder, has still not paid the amount within the payment period stipulated in the reminder, the Agreement can be terminated by AWT or the services regarding the Product can be suspended, and the claim can be passed on to a collection agency, in which case the CLIENT shall owe any judicial and extrajudicial costs in addition to the total payable amount.
7. **Termination of Contract**

AWT can terminate or suspend the services in case of non-payment of the dues by the CLIENT with one month of prior notice. Similarly, the CLIENT may terminate the contract with one month prior notice in case of non-availability of services.

1. **Duration of Contract**

The agreement shall continue for successive one year period starting from 20th April, 2020, which shall automatically be renewed under the same terms and condition set forth herein without further documentation being required unless and until either party terminates the agreement in accordance with section 8 above.

1. **Miscellaneous**
2. Neither party shall be liable for any breach caused by:

* Force of nature,
* Civil disorder,
* Military operations,
* Acts or omission of the government,
* Industrial disputes of any kind (trade union),
* Non-compliance of obligation under the Law by the Party’s or its related or affiliated companies
* Acts or omissions of the entity for which the party is not responsible including in particular telecommunication or satellite or
* Any other cause outside the party’s reasonable control.

1. Any disputes between AWT and the CLIENT shall be resolved internally through mutual discussion.
2. This agreement is subject to the Laws of Nepal, and AWT and the CLIENT hereby submits to the non-exclusive jurisdiction of Nepalese courts.
3. AWT will indemnify the CLIENT for consequent or indirect damages (including loss or compromise of data or damage to goodwill) caused by any negligent act or omission on the part of the AWT. However, AWT will not be held liable for any claims for consequent or indirect damages suffered by the CLIENT, due to improper data security controls on CLIENT’s part and which are not within the control of AWT.
4. AWT guarantees the CLIENT that AWT will not temper with CLIENT’s data
5. AWT will not be held liable to any kind of virus exposure and any loss of data due to virus attack.
6. This agreement can be amended as per mutual consent of both the parties.
7. **CLIENT’s Billing Address**

Name: MAW Earthmovers Pvt. Ltd

Address: Dhobighat, Lalitpur, Nepal

Contact Name &Number: Mr. Umesh Shrestha, 9801905325

1. **Points of Contacts**
2. **AccessWorld Tech Pvt. Ltd.**

**For Technical Support**

Customer Service Desk; Email: support@accessworld.net

Telephone: 9801000575, 9801247369

**For Marketing & Administrative Support**

Customer Relation Desk; Email: sales@accessworld.net

Online: info@accessworld.net, www.acessworld.net

Telephone: 9801000575

1. **CLIENT.**

Name: MAW Earthmovers Pvt. Ltd

Email: [umesh.shrestha@mawnepal.com](mailto:umesh.shrestha@mawnepal.com)

Telephone: Mr. Umesh Shrestha, 9801905325

**IN WITNESS WHEREOF,** the undersigned authorized personnel do hereby execute this agreement as of the date set forth below.

On behalf of **AccessWorld Tech Pvt. Ltd**. On behalf of MAW Earthmovers Pvt. Ltd

Name: **Mr. Bikal Ghimire** Name:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: **AGM** Designation:

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness: Witness:

Name: **Utshav Silwal**  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: **Manager** Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_