

## ***Support Services Agreement (the “Service”)***

This AGREEMENT is entered into on 1<sup>st</sup> Jan 2020 by and between:

**National bank of Fujairah** p.s.c having its registered office at PO box 2979, National bank of Fujairah building, Khalid bin Al Waleed Street, Dubai, United Arab Emirates, hereinafter referred to as the “**Bank**”

**AND**

**Evolvus Solutions Private Limited**, a company incorporated under the Indian Companies Act, 1956, having its office at No 9/36, 2nd Floor, Vaishnavi Sapphire Centre, Tumkur Road, Yeshwanthpur, Bangalore, Karnataka, Bangalore, 560 022. (hereinafter referred to as “Evolvus Solutions”, which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns) of the ONE PART

The Parties Evolvus Solutions and Bank have executed a Master Agreement dated 04.12.2013 (“Original/Principal Agreement”) (hereinafter referred to as the Amendment Agreement) in terms of which Evolvus Solutions has upon the terms and the conditions as contained therein, agreed to provide maintenance of the items as specified in terms of the Original Agreement.

**Whereas** Evolvus has offered to support and maintain the “Flux PayDirect” and “Flux CRIA”, hereinafter referred to as “Software” from 01<sup>st</sup> Jan 2020 to 30<sup>th</sup> June 2020.

The parties hereto thought fit and expedient to record the terms and conditions mutually agreed upon as contained hereunder:

### **A) Timings**

1. The support will be available between 08.00 AM to 5.00 PM UAE time on all Bank working days. Problems will be reported into [fluxsupport@evolvussolutions.com](mailto:fluxsupport@evolvussolutions.com), the web based support tool used by Evolvus and if required, to the Contact persons as detailed under F hereunder, by phone / email and the names of the persons will be circulated mutually.
2. On Saturday’s, the same number will be operational and telephonic support will be provided between “08.00 AM to 5.00 PM UAE time”,

### **B) Scope & Process of Support**

The Scope of Support and Process for Escalation along with the Service Level Standards have been detailed in the Annexure

### **C) Support Charges**

The support to the solution as per original agreement is 20% and this support charges has been revised to 17% of the project value for the year 2020-21. If an enhancement is developed to the system by way of CCR, the AMC cost will additionally increase by 17% of the CCR value for the period 2020-21.

The AMC will cover support of the product and standard upgrades to the product to keep the current functionality up to date. Any customisations to product, as may be required will be charged to Bank at

extra. Any specification change as part of Central bank guidelines to upkeep the current functionality shall be part of the product upgrade covered under AMC.

**D) Payment Terms**

The AMC amount USD – \$ **15,064.00** (USD Fifteen Thousand Sixty Four only) shall be paid 100% in advance

**E) Support outside Evolvus office network**

On a written request from Bank, Evolvus will depute on need basis to handle support calls on site at bank premises. The charges for the same shall be provided based on the requirement from the bank.

**F) Termination**

- (i) Bank may at its own discretion terminate this Agreement at any time and for any reason by giving a 30 days written notice to the Company. The latter party hereby waives any claims for compensation in respect of such termination irrespective of the reason thereof
- (ii) Termination of this Agreement shall be without prejudice to any rights of either party which may have accrued up to the date of such termination and the rights to terminate this Agreement are not intended to be exclusive but shall be in addition to every other remedy or right now or hereafter existing including the right to recover damages and to a decree requiring any appropriate performance required by this Agreement.

**G) Force Majeure**

- (i) The total aggregate liability of the Evolvus towards the Bank under this Agreement shall be subject to the maximum of AMC amount.

First Party <b>National bank of Fujairah p.s.c</b>	Second Party <b>For Evolvus Solutions Private Limited</b>
Signature: .....	Signature: .....
Name:	Name:
Designation:	Designation: Director

**ANNEXURE****Responsibilities of the Support team**

## 1. Maintenance Service

1.1. The Maintenance Service will be activated by the Helpdesk Service if a matter reported in respect of the Application cannot be immediately resolved because the Licensor:

- a. determines that there is an apparent Fault in the Software
- b. requires more investigation to resolve a situation for which a workaround has been provided

In this context, Faults are understood to mean: all reproducible situations where the Software does not substantially operate and perform in conformity with the functions specified in the Documentation as defined in the Master Contract Agreement.

1.2. To make available and to document adjustments to the Application that are required as a result of logical adjustments to the configuration supported by the Licensor;

1.3. Maintenance will only be performed on the latest release of a version and will be made available as a new release of that version.

1.4. This service provides the Licensee with a rectification service for Faults identified in the Application. A Fault is any error, defect, malfunction or non-conformity which shall cause the Application to deviate materially from such specifications or descriptions of the operation of the Application as are set forth in the Documents.

### 1.5. Priority Levels

The priority level is used to identify the urgency or criticality of a Fault and to define the appropriate level of response required from the Licensor.

#### a. Critical

A Critical Fault is a problem or issue with the application which affects the expected functionality of the Application and, without remedy, it is not possible for the Licensee to continue using the Application and for which there is no workaround available.

This priority level may be used in the following example situations:

- 1.5.a.1. Production Application is down
- 1.5.a.2. The problem affects a large volume of transactions.
- 1.5.a.3. The problem causes the Licensee to be non-compliant to regulation
- 1.5.a.4. Continuation of the problem will cause the Licensee to incur significant costs
- 1.5.a.5. Continuation of the problem will significantly impact the level of service to the Licensee's customers or will impact the level of service for an extended duration
- 1.5.a.6. Continuation of the problem will be seen to have a significant negative impact the Licensee's reputation

- 1.5.a.7. The problem is of a serious enough nature that the party who initiated the problem is willing to work "around the clock" to find a resolution.
- 1.5.a.8. The problem will cause a major corruption of data stored in the database or a substantial breach of security.

**b. Urgent**

An Urgent Fault is problem where a major functionality of the Application is inhibited but does not materially disrupt the Licensee's business in the short term. An alternative process is available but the fault is reasonably expected to occur again or will negatively impact the Licensee's operations in the long term.

This priority level may be used in the following example situations:

- 1.5.b.1. The production Application is down and there is a temporary workaround available. The workaround may be in the form of an alternative system or a manual solution which cannot be supported by the Licensee in the long term.
- 1.5.b.2. The problem affects a large volume of transactions
- 1.5.b.3. The problem will not cause a major corruption of the data stored in the database
- 1.5.b.4. Use of a recurring workaround is not feasible

**c. Standard**

A Standard Fault is a problem where a feature of the Application is inhibited but does not materially disrupt the Licensee's operations. A feasible workaround has been identified to bypass the problem. The workaround can be a recurring or one time workaround that is needed only for this problem. If a recurring workaround has been used, there must also be a reasonable expectation that the issue is with the documented functionality and may be encountered again.

This priority level may be used in the following example situations:

- 1.5.c.1. A cosmetic or user interface related problem
- 1.5.c.2. A problem or enhancement reported but production can proceed normally or with limited impact
- 1.5.c.3. The problem affects only a small volume of transactions
- 1.5.c.4. A recurring workaround has been identified for the problem, and production can proceed
- 1.5.c.5. Changes required are minor
- 1.5.c.6. The submitted issue concerns, for example, customizations, usage clarifications, configuration related, or information requests

## 1.6. Service Levels

Priority	Response Time / Action	Resolution / Restoration time
Critical	<p>(a) The Licensor shall acknowledge the logging of the case and respond within four (4) hour of the Licensee notifying the Licensor of the fault.</p> <p>(b) The Licensor shall use all reasonable efforts to restore the Application and continue work until restoration.</p>	The Licensor must rectify the problem or provide an alternative workaround acceptable to the Licensee within 1 day. Where a temporary workaround has been provided, a permanent fix must be provided within 2 days of the call being logged by the Licensee.
Urgent	<p>(a) The Licensor shall acknowledge the logging of the case and respond within eight (8) hours of the Licensee notifying the Licensor of the fault.</p> <p>(b) The Licensor shall use all reasonable efforts to restore the Application and continue work until restoration.</p>	The Licensor must rectify the problem or provide an alternative workaround acceptable to the Licensee within 1 day. Where a temporary workaround has been provided, a permanent fix must be provided within 4 days of the call being logged by the Licensee.
Standard	<p>(a) The Licensor shall acknowledge the logging of the case and respond within 1 day of the Licensee notifying the Licensor of the fault.</p> <p>(b) The Licensor shall use all reasonable efforts to restore the Application and continue work during Service Availability hours until restoration.</p>	The Licensor must rectify the problem or notify the timeline by which the fix will be provided or provide an alternative workaround acceptable to the Licensee within 7 business days of the call being logged by the Licensee or as mutually agreed by the Licensee and the Licensor.

## 1.1. Escalation of Unresolved Problems

The following table provides the escalation path in case the issues are not responded within the time frame specified below:

The Evolvus Escalation Hierarchy

Critical	Level 1	Support Team +91 80 22042700
	Level 2	<b>Project Lead/ Manager</b> Basavaraj C +91 80 220 42700 aparna.h@evolvussolutions.com
	Level 3	<b>AVP</b> Nitin Vijayan +91 9160240022 nitin.v@evolvussolutions.com
	Level 4	<b>VP Services-</b> Shilpa Kishore +91 80 220 42700 shilpa.kishore@evolvussolutions.com
Urgent	Level 1	Support Team +91 80 220 42700
	Level 2	<b>Project Lead/Manage</b> Basavaraj C +91 80 220 42700 aparna.h@evolvussolutions.com
	Level 3	<b>AVP</b> Nitin Vijayan +91 9160240022 nitin.v@evolvussolutions.com
	Level 4	<b>VP Services-</b> Shilpa Kishore +91 80220 42700 shilpa.kishore@evolvussolutions.com

The Bank Escalation Hierarchy

Critical	Level 1	
	Level 2	
	Level 3	
Urgent	Level 1	
	Level 2	
	Level 3	
Standard	Level 1	

	Level 2	
	Level 3	

- 1.2. The Helpdesk shall log the reported incident, provide an acknowledgement and initiate the problem investigation in accordance with the agreed Service Level.
- 1.3. Provided that the Licensee provides such information and assistance as the Licenser may reasonably request to assist in the investigation, the Licenser will endeavour to correct Faults in the Application, either permanently or with a temporary procedure or "workaround", within the target time as per the agreed Service Level. The Licenser will provide a monthly or on-request report with the Licensee on the various reported incidents and resolutions provided
- 1.4. In the event that an underlying or latent fault remains, then the Priority Level shall be changed in accordance with the characteristics of the Fault remaining and the problem shall be progressed in accordance with its revised Priority Level as per the Service Level.
- 1.5. The Licenser reserves the right to reject any reported matter in the event the reported matter is not a Fault in the Application or is falling outside the scope of the Service be provided by the Licenser as defined in this Agreement. In such cases, the Licenser will provide a written explanation of the rejection within five (5) working days of such rejection.
- 1.6. If, after initial investigation, the Licensee's request for maintenance was found to be erroneous, which shall be the case if the problem presented does not relate to an error or malfunction in the Application, the Licenser shall be entitled to invoice such services at mutually agreed terms as defined in this Agreement.
- 1.7. The Licenser will provide the service mentioned in the agreement from the off shore office of the Licenser.
- 1.8. The Licenser will arrange for on-site support at the Licensee's premises if it is deemed necessary to resolve a reported Fault. The Licenser shall be entitled to invoice such services at mutually agreed terms as defined in this Agreement.

## 2. Exclusions from the Support Services

Unless otherwise agreed in writing, the Services shall exclude the following:

- 2.1. the correction of errors or loss of functionality due to or arising from any modifications to any part of the Application made by the Licensee or any third party if such modifications have not been approved by the Licenser;
- 2.2. the correction of errors due to or arising from accident, misuse, fault or negligence of the Licensee, its employees, agents, contractors or visitors, operator error or by causes external to the Application;
- 2.3. the correction of errors or loss of functionality arising due to the introduction (by the Licensee, or any third party) of any alterations into the Application which the Licenser has not expressly agreed will be covered as part of the Application under this Agreement;

- 2.4. any software not part of the Application, but connected to it or making use of its facilities or features, which has not been approved by the Licensor;
- 2.5. on-site support for installation of Updates, provided the Licensor delivers the updates along with the complete update related documentation;
- 2.6. change in system configurations by the Licensee without written consent of the Licensor, or problems related to hardware and networks;
- 2.7. making the Application suitable for a configuration other than the original configuration without the written consent of the Licensor;
- 2.8. repairing of mutilated or lost data. The Licensor will provide all reasonable efforts to assist in the analysis of the problem and aid the Licensee in the repair of mutilated or lost data.
- 2.9. making the Application suitable for another platform or another operating or network system without the written consent of the Licensor;
- 2.10. external third party databases or external storage.
- 2.11. The support services do not include solving problems with respect to any activities relating to the set-up, including defining layouts, user-defined reports, set-up of formulas, accounting issues, import definitions, links with third party software, and all other user specific modifications and configurations which are not part of original configurations
- 2.12. Evolvus Solutions shall in no instance be under an obligation to perform any support if questions, errors and/or inaccuracies have arisen regarding the Application in connection with or as a result of:
  - a. modifications in the Application, of whatever nature, not made by or on behalf of the Licensor;
  - b. use of the Application in a way, whether or not in combination with other software, that is not permitted under this Agreement or the Master Contract Agreement;
  - c. intentional improper use of the Application by the Licensee or a third party;
  - d. deficiencies or errors in software not provided by the Licensor, in hardware, in communication equipment, in peripheral equipment and/or omission on the part of the Licensee to carry out regular maintenance work or instructions to do so with respect to such equipment and/or software;
  - e. import errors or errors that result from the data applied by the Licensee

### **Statement of Warranties**

#### **1. The Licensee is responsible for:**

- 1.1. seeking prior written approval from the Licensor before making any changes to the Application where the change impacts the products supplied/maintained by the Licensor;



- 1.2. carrying out the procedures, provided by the Licensor for the installation of Updates or corrective patches to the Application. This will include carrying out recovery and backup procedures prior to any changes to the Supported System;
- 1.3. providing access to the Application, if required by the Licensor subject to the Licensee's security procedure.
- 1.4. the provision of adequately skilled staff during visits made by the Licensor to the Licensee's premises as part of the AMC;
- 1.5. to enable the Licensor to isolate and reproduce deficiencies, the Licensee must report deficiencies to the Licensor immediately after these have been identified. The Licensee acknowledges the importance of informing the Licensor of the system environment and of diagnostic and any other relevant data relating to the deficiency.
- 1.6. providing the licensor's authorized personnel visiting the Licensee's premises with a reasonable office environment with access to desks and phones;
- 1.7. providing reasonable representation at any support related meetings so that issues can be resolved quickly; and
- 1.8. the day-to-day administration of the Application. This includes housekeeping for all processes and programs on the Application.

**2. The Licensor is responsible for:**

- 2.1. providing the Services promptly in a professional and timely manner as per the terms set out in this Agreement
- 2.2. providing adequately skilled staff or support team to diagnose and resolve the Faults expeditiously within the target times defined in this Agreement.
- 2.3. providing accurate information of steps taken to diagnose and resolve the problem/Faults as part of any escalation, including implementation of any required configuration changes, routine system monitoring or software installation.
- 2.4. providing telephone and remote diagnosis of problems/Faults. If a problem cannot be properly diagnosed remotely, the Licensor shall deploy an engineer to the Licensee's premises to assist in the diagnosis of the problem/Fault.
- 2.5. providing immediate temporary workaround or standby system.

SI No.	Descriptions	PO no	PO value (USD)	AMC (%)	Full AMC Value	Go Live date	AMC/Warranty Expire Date	AMC Period Start Date	AMC Period End Date	AMC Period in Days	Total AMC payable
1	Initial Contract		40,000	17%	6,800	**	**	01-Jan-20	30-Jun-20	181	3,391.00
2	AMC for Jboss		4,000	100%	4,000	**	**	01-Jan-20	30-Jun-20	181	1,995.00
3	NBF - CR/001-CR/002		2,000	17%	340	**	**	01-Jan-20	30-Jun-20	181	170.00
4	Flux PayDirect -CR 003		2,200	17%	374	**	**	01-Jan-20	30-Jun-20	181	186.00
5	NBF - CR/004	5892	1,000	17%	170	**	**	01-Jan-20	30-Jun-20	181	85.00
6	FLUX CR-DDS-NBF005 Dynamic Dashboard	1573	7,642	17%	1,299	**	**	01-Jan-20	30-Jun-20	181	648.00
7	FLUX CR-DDS-NBF006: DDA & DDR Messages Reports	1572	3,218	17%	547	**	**	01-Jan-20	30-Jun-20	181	273.00
8	FLUX CR-DDS-NBF007: Maker-Checker	1813	1,800	17%	306	**	**	01-Jan-20	30-Jun-20	181	153.00
9	FLUX CR-DDS-NBF008: Loan Processing	2629	2,500	17%	425	**	**	01-Jan-20	30-Jun-20	181	212.00
10	Internet Banking CR-UAEDDS	4946	12,600	17%	2,142	15-Dec-15	**	01-Jan-20	30-Jun-20	181	1,068.00
11	TIBCO & NI Response CR	9015	5,000	17%	850	30-Jun-16	**	01-Jan-20	30-Jun-20	181	424.00
12	NBF CMG 2015-16	10496	23,800	17%	4,046	01-Dec-17	01-Mar-18	01-Jan-20	30-Jun-20	181	2,017.00
								PayDirect AMC			11,088.00
SI No.	Descriptions	PO no	PO value (USD)	AMC (%)	Full AMC Value	Go Live date	AMC/Warranty Expire Date	AMC Period Start Date	AMC Period End Date	AMC Period in Days	Total AMC payable
13	Initial Contract-Cria	9890	35,000	17%	5,950	**	**	01-Jan-20	30-Jun-20	181	2,967.00
14	CRIA CR-NBF001	1506	3,500	17%	595	**	**	01-Jan-20	30-Jun-20	181	297.00
15	AECB enhancement for daily uploads	11626	8,400	17%	1,428	30-Oct-17	28-Jan-18	01-Jan-20	30-Jun-20	181	712.00
								CRIA AMC			3,976.00
Total of AMC for the period 01.01.20- 30.06.20											15,064.00