**App Maintenance Agreement**

This App Maintenance Agreement (the "Agreement") is entered into\_\_\_\_\_\_\_\_\_, 2023 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein referred as “Consultant” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein referred as “The Company".

**RECITALS**

**WHEREAS,** The Company is a company deals in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with registered address\_\_\_\_\_\_\_\_\_\_\_\_\_, and CIN no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**WHEREAS,** The Consultant is an application developer (s), working in the sector of Development and Maintenance of the Application.

**WHEREAS**, The Company is in need of assistance in maintaining \_\_\_\_\_\_\_ (number) of existing Applications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

**WHEREAS**, Consultant has agreed to perform work for The Company in providing Application maintenance services as described below;

NOW, THEREFORE, the parties hereby agree as follows:

**1. CONSIDERATION**

For Application maintenance services under this Agreement, Customer shall compensate Developers, in cash, \_\_\_\_\_\_\_\_\_\_\_\_\_ in advance upon signing of this agreement.

**2. AUTHORIZATION**

In accordance with the specifics of the engagement, the Company has been contracted for the development and/or enhancement of a particular application. The Company shall uphold a distinct agreement with an Internet Service Provider (ISP) or Application Hosting provider, presently designated as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Company hereby grants Consultant the authority to access this account and permits the Internet Service Provider to grant Company "write permission" for the designated application directory, application resources directory, and any other directories or programs that necessitate access for the purpose of this project.

**3. SERVICES**

**3.1. Maintenance and Changes**

The Company shall provide updates to the application for a period of \_\_\_\_\_year(s). If the Company or an agent other than the Consultant attempts to update the application, the time required to repair the application will be assessed at the hourly rate of \_\_\_\_ per hour, and it shall not be included as part of the updating time.

**3.2. Scope of Service**

3.2.1. Under this Agreement, the Consultant will:

3.2.1.1 Revise or update content within the application based on Company requests and specifications.

3.2.1.2 Add new content and/or pages of content as provided by the Company within the limits of their current hosting plan.

3.2.1.3 Update the database associated with the Application, if any.

3.2.1.4 Backup and maintain a current file library of all assets, graphics, and source code for the Company's Application.

3.2.1.5 Liaise with hardware engineers, hosting customer support, and other affiliate service entities when necessary.

3.2.2. Under this Agreement, the Consultant will not:

3.2.2.1 Create new or edit existing content. The Consultant can provide content editing or writing and graphic design at an additional hourly rate of \_\_\_\_per hour or at a discounted rate of \_\_\_\_ per hour with a 3-month retainer.

3.2.2.2 Create new graphics, content, code, scripts, media, or other additional elements as part of this service.

3.2.2.3 Liaise with billing and/or accounting of your hosting and domain service.

3.2.2.4 Monitor the operating system or server status.

3.2.2.5 Be responsible for errors and omissions contained in Application content.

3.2.2.6 Install patches, fixes, updates to the operating system or server; install additional software packages to the operating system or server; install patches, fixes or updates to additional software packages.

3.2.2.7 Perform SEO (search engine optimization) activities unless specifically requested as part of the revision process.

**4. Additional Services**

Any redesign of the Application shall be considered "additional" and will require a separate Agreement and payment. The Consultant shall advise the Company on any requested work that falls within these bounds.

**5. Cancellation**

The Company may cancel its Application maintenance Agreement at any time by providing one month's written notice, provided that payment is up-to-date. A pro-rata refund will be given for any unused period of the advance payment.

**6. APPLICABLE LAWS AND DISPUTE RESOLUTION:**

6.1. This agreement shall be governed by and interpreted in all respects in accordance with the laws of India.

6.2. All disputes arising out of or in relation to this agreement shall be settled amicably by the parties. In the event no amicable settlement is arrived at within a period of 15 days from the date of the first initiation of the dispute by one party to the other, the parties shall resolve the dispute by means of arbitration pursuant to the rules of arbitration and conciliation under the Indian Arbitration and Conciliation Act, 1996. The proceedings shall be conducted in the English language only, and the venue for arbitration shall be \_\_\_\_\_\_\_\_, India."

**7. INTELLECTUAL PROPERTY RIGHTS:**

7.1. The Company shall continue to own the Intellectual property rights, titles, and interests of the content without any limitations in the results of services provided like production, development, etc. Our Application, its suppliers, and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content, and other materials appearing in this Application. Access to this Application does not confer and shall not be considered as conferring upon anyone any license under any of the Company’s or any third party's intellectual property rights.

7.2. All materials, including the podcasts, videos, images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips, and written and other materials that are part of this Application (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed in the Application for your personal use only. No right, title, or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying.

**8. OBLIGATIONS OF THE PARTIES**

8.1. Parties agree that there is no transfer of any Information.

8.2. Both Parties shall not disclose or communicate Confidential Information to any third party, except as herein provided. One party shall protect such information from another party by reasonable means, including but not limited to at least the same minimal level of security that the Receiving Party uses for its most crucial proprietary and trade secret information.

8.3. The Consultant shall reasonably protect Confidential Information and provide services with not less than the same degree of care exercised by its personnel to protect its own, or publication of its own.

8.4. Reasonably require access to the Information related to the Application, which is approved by this Agreement.

8.5. Have been apprised of this Agreement and both Parties' obligations to maintain the payment status of Confidential Information and to restrict its use as provided by this Agreement.

**9. LIABILITY FOR BREACH**

If any of the Parties are unable to maintain the clauses of the agreement and in case of any breach of clauses from any of the Parties, then the aggrieved party shall receive damages compensation from the other party, and the amount of damages to be paid shall be determined by the aggrieved party at the time of occurrence of the event of a breach of confidentiality clause by the Receiving Party.

**10. BANK DETAILS:**

The amount payable to the Company by anyone for the services under this agreement shall be received by The Consultant in the following bank account:

Name of Bank:

Account No.:

IFSC Code:

**11. WAIVER:**

No waiver of default of any of this agreement by any party shall be implied from any omission of such party to take action against the defaulting party. One or more waivers of any covenant, terms, or condition of this agreement by any party shall not be considered to be a waiver to render unnecessary consent or approval of said party of any subsequent or similar acts or omission.

**12. INDEMNIFICATION:**

Without affecting the generality of the foregoing, both Parties agree at all times fully and effectually to indemnify and keep indemnified the aggrieved party (if any) and its agents, the Members and all persons claiming through or under the aggrieved party or them against all losses, damages, costs, claims, demands, loss of profit, legal fees, penalties, or expenses whatsoever that the aggrieved party (if any), its agents, and the Members may suffer because of any of the Party's breach of the terms contained herein.

**13. ENTIRE AGREEMENT:**

If any portion of this agreement is deemed to be invalid or unenforceable, this Agreement shall be considered as if such provision had not been part of it. This Agreement sets forth the entire understanding of the Parties regarding its subject matter.

**14. TROUBLESHOOTING**

In the event of a fault with your application hosting service or server, we will initiate an inquiry into the service disruption within 24 working hours of the fault or support issue being reported or observed. In the event of a hardware or software fault being found, the software or hardware maintainer will be contacted, and the consultant will negotiate with them on the Company's behalf. In the event of an operating system fault, the consultant will endeavor to solve the problem as soon as it is possible.

**15. CONFIDENTIALITY**

15.1. The Parties to this Agreement agree that each shall treat private information, such as strategies, PR, and campaign and content plans that may be provided by either Party during the term of this Agreement, strictly confidential. All such confidential information exchanged between the Parties shall be used solely to render services under this Agreement and shall not be disclosed to any third party without the prior written consent of either party. Upon the termination of this agreement or the request of the Company, the Consultant will return to the Company all the confidential information that is in the possession or control of the Consultant.

15.2. "Confidential Information" shall mean all information, know-how, ideas, designs, documents, concepts, technology, marketing, commercial knowledge, and other materials of a confidential nature and includes but is not limited to information of a commercial, technical, or financial nature that contains, among other matters, trade secrets, know-how, patent and ancillary information, and other proprietary or confidential information, regardless of form, format, media, including without limitation any other information that the Disclosing Party reasonably believes is “Proprietary” or “Confidential” and if furnished in writing is marked “Proprietary” or “Confidential,” showing the date on which it is furnished; or if furnished orally or by means other than in writing is identified at the time it is furnished as Confidential Information and also includes those communicated or obtained through meetings, documents, correspondence, or inspection of tangible items, facilities, or inspection at any site or place.

**16. TERM.**

This Agreement shall commence on \_\_\_\_\_\_ (date) and shall terminate on \_\_\_\_\_\_\_ (date), unless earlier terminated by either party hereto. Either party may terminate this Agreement upon Thirty (30) days prior written notice.

**17. FORCE MAJEURE:**

17.1. If either Party is unable to perform any of its obligations by reason arising out of any circumstances beyond the control of any of the Parties such as:

fire, earthquake, flood, epidemic, pandemic, strike, lockout, labor controversy, riot, civil disturbance, war, civil commotion, terrorism, acts of God, omissions, or acts of public authorities preventing or delaying performance of obligations relating to acts of public authorities, including changes in law, regulations, or policies of government instrumentalities, or other regulatory authority acts that are beyond the control of any Party causing prejudice to the Parties under this Agreement,

17.2. Then such Party shall be excused from such performance during the pendency of such cause. However, the Parties shall remain liable to make the payments that are due and arose out of the Services in pursuance of this Agreement.

**18. MISCELLANEOUS.**

**18.1. Entire Agreement and Amendments.**

This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both Parties.

**18.2. Binding Effect, Assignment.**

This Agreement shall be binding upon and shall inure to the benefit of the Consultant and The Company and to The Company's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of The Company.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

The Company

Name:

Signature-………………………………………

Date:

The Consultant

Name:

Signature- ……………………………………

Date: