**Technology Maintenance Agreement**

This Technology 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 technology company engaged in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a registered address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and CIN no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**WHEREAS,** The Consultant is a technology expert(s), specializing in Technology Development and Maintenance.

**WHEREAS,** The Company is in need of assistance in maintaining \_\_\_\_\_\_\_ (number) of existing technology systems:

**1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**NOW, THEREFORE, the parties hereby agree as follows:**

**1. CONSIDERATION**

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

**2. AUTHORIZATION**

The Company is engaged for the specific project of developing and/or improving an existing technology system. The Company will maintain a separate contract with an ISP or Technology Hosting provider, which is currently \_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Company hereby authorizes the Consultant to access this account, and authorizes the Internet Service Provider to provide the Company with "write permission" for the Customer's technology system directories, and any other components or programs which need to be accessed for this project.

**3. SERVICES**

**3.1. Maintenance and Changes**

The Company will provide updates to the technology project for a period of \_\_\_\_\_year(s). If the Company or an agent other than the consultant attempts to update the technology project, the time to repair the project will be assessed at the hourly rate of \_\_\_\_ per hour, and it is not 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 in the technology project based on Company requests and specifications.

3.2.1.2 Add new content and/or features to the technology project as provided by Company within the project's scope.

3.2.1.3 Update the database associated with the technology project if any.

3.2.1.4 Will backup and maintain a current file library of all assets, code, and documentation for Company's technology project.

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 design work 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 elements, code, scripts, or additional technology components as part of this service.

3.2.2.3 Liaise with billing and/or accounting of your technology services.

3.2.2.4 Monitor the technology project's status.

3.2.2.5 Be responsible for errors and omissions contained in the technology project's content or functionality.

3.2.2.6 Install patches, fixes, updates to the technology infrastructure or software; install additional software packages to the technology environment; 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 or significant alterations to the technology project 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 technology project 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 the 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 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 Indian Arbitration and Conciliation Act, 1996. The proceedings shall be conducted in 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 technology project, its suppliers, and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content, and other materials associated with the project. Access to this technology project does not confer and shall not be considered as conferring upon anyone any license under any of Company’s or any third party's intellectual property rights.

7.2. All materials, including but not limited to text, code, designs, software, hardware, documentation, and other materials that are part of this technology project are intended solely for Company's use. No right, title, or interest in any materials is transferred to you as a result of any such use.

**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 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 technology project, 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**

9.1. 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:**

10.1. 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 technology services, 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 a technical fault, the consultant will endeavor to solve the problem as soon as possible.

**15. CONFIDENTIALITY**

15.1. The Parties to this Agreement agree that each shall treat private information such as strategies, plans, and content related to the technology project 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 which is in 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 which contains amongst 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 which are 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 obligation relating to acts of public authorities, including changes in law, regulations, or policies of the government instrumentalities, or other regulatory authority acts which 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 in the Services in pursuance of this Agreement.

**15. MISCELLANEOUS.**

**15.1. 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.

**15.2. Binding Effect, Assignment.**

This Agreement shall be binding upon and shall inure to the benefit of 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: