

**SOFTWARE ANNUAL MAINTENANCE CONTRACT  
WITH  
JAYWIN REMEDIES PVT. LTD., CHHATRAL, GUJARAT.  
(PharmaSuite)**

Soham ERP Solutions Pvt. Ltd., Ahmedabad, hereby agrees to provide the service specified herein to ("JAYWIN REMEDIES PVT. LTD.") who hereby subscribes to such services, pursuant to the charges, terms and conditions as set forth herein.

**TERMS**

This agreement shall be in effect for one (1) year. This contract will be automatically renewed for successive periods of one year each at the prevailing rate, subject, however, to the right of either party to terminate the contract at the end of the original or any renewal term by mailing notice to that effect to the last known principal office of the other party at least thirty days prior to the designated termination date. Soham ERP Solutions Pvt Ltd may terminate this agreement upon fifteen (15) days' notice for JAYWIN REMEDIES PVT. LTD.'s failure to remit timely payments as set forth below.

**SERVICES PROVIDED**

If JAYWIN REMEDIES PVT. LTD. experiences performance problems with the PharmaSuite, JAYWIN REMEDIES PVT. LTD. must notify our support team by fax or email or written post. Our support team depending on the level of issue will either telecall, or email, or ask for remote online (e.g. Logmein, Team Viewer, Ammy, Google Remote

Desktop etc.) for verification and solution of the problem(s) and to arrange the visit if necessary. in case of need, Soham will be responsible to restore the software in the affected system(s) and that Soham will assist Client in restoring the backup data. Standard terms for visit is charges of To & Fro, 3 tier AC and accommodation shall be provided by the JAYWIN REMEDIES PVT. LTD. (Other than Ahmedabad Local subscribers)

**SOFTWARE UPDATES**

PharmaSuite is Plug and Play software. Soham ERP Solutions Pvt. Ltd. will at its discretion periodically provide software updates at no additional cost to the JAYWIN REMEDIES PVT. LTD. The software updates may include modifications, program enhancements, bug fixes, and new features. This section will not be interpreted to require Soham ERP Solutions Pvt. Ltd. to either develop and release updates or customize the updates to satisfy JAYWIN REMEDIES PVT. LTD.'s particular requirements. The updates will not include any new products which Soham ERP Solutions Pvt. Ltd. decides to make generally available as a separately priced option.

**PHONE SUPPORT**

Phone assistance and support to evaluate and diagnose software issues will be available from 11:00 a.m. to 6:00 p.m. Monday through Saturday excluding holidays. We will provide the first level of assistance for routine questions about system operating and implementation related issues on phone.

**CHARGES**

JAYWIN REMEDIES PVT. LTD. shall pay a one time annual fee for services pursuant to this agreement. Payment is due in advance. Prices are subject to revision by Soham ERP Solutions Pvt. Ltd. upon any and all renewals of this agreement in accordance with the Soham ERP Solutions Pvt. Ltd. maintenance price schedule in effect at the time of such renewals. All applicable taxes, if any, shall be borne by the JAYWIN REMEDIES PVT. LTD. in addition to the annual maintenance charge.

**VALUE OF CHARGE**

- a. Rs. 24,000/- + 18% GST for 15 users
- b. In case of your specialized case where you need us to make changes in back end due to data entry error by the users OR some exclusive report then the cost of the work is calculated and invoiced as 5,000/- per man day (8 hours) or 3,000/- for half day or lesser (4 hours).
- c. All govt. taxes & levies at the time of generating the invoice will be added on the above rates.



## LIABILITY

Soham ERP Solutions Pvt Ltd shall not be liable for failure to perform its obligations hereunder, and such failure to perform shall not constitute a breach of this agreement, when problem in the PharmaSuite is occurred as a result of accident, misuse, abuse, electric current fluctuations, use of supplies or accessories that do not meet our standards, fire, flood, or other adverse conditions damaging the software / database at JAYWIN REMEDIES PVT. LTD.'s premises. It is JAYWIN REMEDIES PVT. LTD.'s responsibility to procure all the necessary licenses for operating system, database, Antivirus, firewall and all other license which is required to run PharmaSuite. Additionally, Soham ERP Solutions Pvt. Ltd. shall not be liable for delays or failure to perform under this agreement for causes beyond its reasonable control for the period of time that such causes are enduring. Soham ERP Solutions Pvt. Ltd provides set up and training to your staff to take Cloud, Auto and Manual backup, but it is customer's responsibility to check backup system on regular basis to avoid any discomfort during data disaster. Soham ERP Solutions Pvt. Ltd. will not be responsible if backup data is not available or partly available.

## INDEMNIFICATION

JAYWIN REMEDIES PVT. LTD. agrees to indemnify and hold Soham ERP Solutions Pvt Ltd, its directors, officers, employees and agents from and against any and all liability, claims, expenses, damages, causes of action, suits or judgments arising out of any actions of JAYWIN REMEDIES PVT. LTD.'s employees or agents.

## UNAUTHORIZED USAGE

JAYWIN REMEDIES PVT. LTD. hereby agrees that no unauthorized tempering or attempted misuse of the software / database shall be made by JAYWIN REMEDIES PVT. LTD.'s employees, agents, or by third parties. In the event that such unauthorized attempts to temper result in service being performed by Soham ERP Solutions Pvt Ltd representatives which would not have been required in the absence of such unauthorized tempering or attempted tempering, Soham ERP Solutions Pvt. Ltd. shall charge JAYWIN REMEDIES PVT. LTD. for such additional required service, and JAYWIN REMEDIES PVT. LTD. hereby agrees to pay such additional service charges.

## ENTIRE AGREEMENT, APPLICABLE LAW

This agreement constitutes the entire agreement between Soham ERP Solutions Pvt. Ltd. and JAYWIN REMEDIES PVT. LTD., there are not promises or representations other than as above set forth. This agreement may only be modified or amended upon written agreement by the parties, executed by duly authorized officers or agents thereof. The terms and conditions of the agreement are controlling and supersede any inconsistent or different terms contained in any JAYWIN REMEDIES PVT. LTD. purchase order.

**Agreement Period: 01-04-2023 to 31-03-2024**

Signed on behalf of  
JAYWIN REMEDIES PVT. LTD.

Signed on behalf of  
SOHAM ERP SOLUTIONS PVT. LTD.

Name:

Name: Bino Shah


Designation:

Designation: Director (Operations)

Date:

Date:

Signature

Signature: 

The detailed terms and conditions described above are part of this agreement. The JAYWIN REMEDIES PVT. LTD. acknowledges that he/she has read this agreement, understands it and agrees to be bound by its terms and conditions.

