

SERVICE AGREEMENT

THIS AGREEMENT is made on the **1st day of March 2018** between:

Orange Interactive Technology, based at Office 810, Golden Business Center, Airport Road,
Deira, Dubai
and
Al Ghandi Electronics ("hereinafter referred to as CLIENT") having its head office at Ras Al Khor
Complex, Dubai-9098

(Collectively called the "PARTIES")

To carry out this purpose, the Parties hereby agree to the following:

I. CLIENT'S OBLIGATIONS:

A. Support to be performed by CLIENT: CLIENT agrees to provide support as requested by **Orange Interactive Technology**.

II. CONSIDERATION:

A. The Parties hereby agree that the total consideration under this Agreement to be paid by the CLIENT to **Orange Interactive Technology** is fixed and earned as of the date of execution of this Agreement.

Service	Cost	Time Frame	Payment Term
Website Annual Maintenance Services 10 Hr Block	AED 1500/Month + 5% VAT	1st March 2018 – 31 st Aug 2018	100% Advance (paid monthly)
Website Annual Maintenance Services 20 Hr Block	AED 2000/Month + 5% VAT	1st March 2018 – 31 st Aug 2018	100% Advance (paid monthly)

Commitment of Website Maintenance activities:

- I. Number of hours for add/edit website - 5 hours per month maximum
- II. Updating the text
- III. Updating photos/pictures
- IV. Creating small icons/graphics for presenting the text better
- V. Creating additional pages for existing website, which fits within the CMS and no coding is required.
- VI. Changing/updating background image
- VII. Website security is not covered under this contract, however will do the best efforts to restore the website from the backups in case any hacking incident happens

III. CONFIDENTIALITY:

A. **Confidential Information Defined:** Each PARTY acknowledges that they will have access to certain confidential information of the other PARTY concerning the other PARTY business, plans, customers, technology and products, including the terms and conditions of this Agreement (“Confidential Information”). Confidential Information includes, but is not limited to: descriptions, business plans, software, internet designs, test data, other data, reports, recommendations, marketing plans, advertising material, customer lists, business records, projections, products, product information, financial information, other plans or proposals, proprietary information and any other information disseminated by one PARTY to the other to further the purpose of this Agreement and the performance thereof.

B. **Non-confidential Information.** Information is not confidential if it is generally known or available to the public, it is known to one PARTY before the other PARTY discloses it, it was independently received by a PARTY from third PARTY or it was developed independently of the other PARTY.

C. **Obligation of Nondisclosure.** The Parties promise and hereby agree:

1. To hold Confidential Information in strict confidence;
2. To use Confidential Information only for purposes of carrying out this Agreement;
3. To only disclose the Confidential Information to those PARTY’s officers, employees and agents as are necessary to carry out the purpose of this Agreement; and
4. Not to disclose Confidential Information to third parties without the other PARTY’s prior written approval.

The Parties hereby agree that these obligations shall remain in full force and effect during the term of the Agreement and for three years following termination of this Agreement.

IV. LIMITATION OF **Orange Interactive Technology**’s LIABILITY:

In no event shall **Orange Interactive Technology** be liable for any lost revenue, lost profits, loss of technology, rights or services, loss of data, or interruption of the CLIENT’S’s business, special, incidental, punitive, indirect or consequential damages, suffered by the CLIENT, whether or not the CLIENT has been advised of the possibility of such loss, injury and/or damages.

Orange Interactive Technology’s maximum aggregate liability to the CLIENT related to or in Connection with this agreement will be limited to the total amount paid by CLIENT to **Orange Interactive Technology** hereunder.

VI. PARTIES' INDEMNITY OBLIGATIONS:

A. The CLIENT shall indemnify **Orange Interactive Technology** against all claims, liabilities and costs, including reasonable attorneys' fees, and defend any third-PARTY claim or suit against **Orange Interactive Technology** arising out of the CLIENT’S acts.

Orange Interactive Technology shall promptly notify the CLIENT in writing of such claim or suit and the CLIENT shall have the right to fully control the defense and any settlement of the claim or suit.

VII. EXCUSED DELAYS IN PERFORMANCE:

Neither PARTY shall be liable for, any delay of performance, due to causes beyond its reasonable control. This includes but is not limited to: acts of God, delays associated with adjustments needed to comply with search engine algorithm or inclusion guidelines, the arrival of new competitor sites, or the significant modification of web pages by the CLIENT thus excluding these failures to perform from being considered a significant material breach of this contract. The time for completing the performance that has been delayed shall be extended by a period equal to the delay so caused.

VIII. MODIFICATIONS:

This Agreement may be amended at any time but any amendment must be in writing and signed by both Parties.

IX. SEVERABILITY:

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

X. GENERAL PROVISIONS:

A. **Sole agreement:** This is the entire Agreement between **Orange Interactive Technology** and the CLIENT.

B. Either PARTY may change its address appearing in this Agreement by giving written notice of the change to the other PARTY.

C. **Independent Contractors:** The Parties to this Agreement are independent contractors. Neither PARTY is an agent, representative, or PARTY of the other PARTY. Neither PARTY shall have any right, power or authority to enter into any agreement for, or on behalf of the other PARTY. This Agreement does not create any agency, association, Partnership, joint venture, sales representation or employment relationship of any kind.

XIV. TERM AND TERMINATION:

A. **Term.** The term of this Agreement shall commence on the 1st of January and shall expire in twelve (12) months. The CLIENT has an option of leaving services post the initial 180 day period by providing a 30 day advance notice. Post the year, the CLIENT can choose to renew the contract is happy with the services provided by **Orange Interactive Technology**.

B. **Termination.** Either PARTY will have the right to terminate this Agreement if the other PARTY breaches any material term or condition of this Agreement and fails to cure such breach within 30 days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five days of the due date.

For **Al Ghandi Electronics**

Name _____

Designation _____

Signature _____

Date _____

For **Orange Interactive Technology**

Name Vikas Mohandas

Designation Director of Technology

Signature _____

Date 01.03.2018