

Managed Services Agreement

Effective Date: 1st January 2020

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AGREEMENT OVERVIEW

This Agreement represents a Services Agreement (“MSA” or “Agreement”) between CloudFronts Technologies Pvt. Ltd (“CloudFronts”) with offices at 503, T-Square, Saki Vihar Road, Andheri East, Mumbai 400072, India and <Client Name> with offices at “<Client Address>” (“Customer”) for their Microsoft Dynamics 365 Implementation Support and Maintenance. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters of IT services covered as they are mutually understood by the primary stakeholders.

PURPOSE

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide ongoing Maintenance and Support to the Customer.

SERVICE SCOPE AND AVAILABILITY

1. Scope –
 - a. CloudFronts will provide ___ hours/month of support to Customer under this Annual Contract
2. Hours –
 - a. Support Cases are prioritized as Critical and Non-Critical.
 - b. Critical Support: Our team members will be available for any critical support issues from Monday through Friday during the client’s business hours. A critical issue is a show stopper issue that has a direct impact on the client’s organization and their ability to use the platform, and this issue has no workaround either.
 - c. Non-Critical: Our team will address non-critical support issues during India business hours.
 - d. Our team will be available for weekly status calls between _____, Monday-Friday.

SUPPORT PORTAL

We will provide 1 login to our Support Portal to the client Project Manager. This will allow the customer to Open/update/close any service tickets. The portal will be accessible from www.cloudfronts.com

COSTS

1. 12 Month Agreement with ____ /month

MSA RENEWAL PROTOCOL

This agreement begins on January 1st 2020 and runs for a period of 12 months and expires on 31st December 2020

CANCELLATION

In case of an event where the contract needs to be cancelled, either party can do so with a 60 day notice and providing an agreeable justification.

WARRANTY

CLOUDFRONTS warrants for a period of thirty (30) days following delivery (the “Warranty Period”) that all services will be performed in a professional manner in accordance with generally applicable industry standards. CLOUDFRONTS’s sole liability (and Client’s exclusive remedy) for any breach of this warranty shall be for CLOUDFRONTS to re-perform any deficient services, or, if CLOUDFRONTS is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. CLOUDFRONTS shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software, the actions of Client or some other party or is otherwise caused by factors outside the reasonable control of CLOUDFRONTS.

PAYMENT TERMS

1. All costs in _____.
2. Invoice will be raised on the 25th of every month (or previous working day) and due in advance by the 1st of the following month.
3. Any unused hours from any month expire at the end of that month and do not roll over.
4. Our bank details for payments –
- 5.

Correspondent Bank	Swift Code	Account Number	Additional Details	
Bank of New York, No 1, Wall Street, New York, N.Y.10015	IRVTUS3NXXX	8900517794	FED ABA 021000018 CHIPS UID 402260	
Ultimate Beneficiary	Swift Code	Account Number	Company Name	IFSC/NEFT Code
Kotak Mahindra Bank Saki Vihar branch, Mumbai	KKBKINBBXXX	8413373452	CloudFronts Technologies Private Limited	KKBK0000631

SIGN OFF

By: <u>CloudFronts Technologies Pvt. Ltd</u> SIGNATURE:	By: <u><Company Name></u> SIGNATURE:
Name: Anil Shah	Name:
Title: CEO	Title:
Date: 01/01/2020	Date: 01/01/2020