



महाराष्ट्र MAHARASHTRA

© 2019 ©

VP 938198

4 JAN 2020

संस्कृतपत्रिका विभाग  
संस्कृतसामाजिक  
वि. वा. वा. वा.

संस्कृतसामाजिक विभाग  
संस्कृत - संस्कृत



### WEBSITE MAINTENANCE AGREEMENT

This Website Maintenance Service Level Agreement (SLA) is a service agreement between MGM Institute of Health Sciences, Navi Mumbai (Deemed to be University under section 3 of the UGC Act, 1956), having its office at MGM Educational Campus, Plot No. 1 & 2, Sector- 01, Kamothe, Navi Mumbai- 410209 (hereinafter referred to as the "Customer") and SkyQ Infotech, a Proprietary Firm company incorporated in INDIA under the companies Act 1956, and having its office at A-5 Yashodharshan Apt., Near Virupaksha Mandir, Panvel – 410206 (hereinafter referred to as the "Service Provider" ).

#### 1. Definitions

- 1.1. "Maintenance Service Fee" shall mean a fixed monthly rate paid by the customer for website development and maintenance related support. This fee is being paid monthly.
- 1.2. "Website Maintenance" shall mean basic website changes, additions and does not including Server Side Scripting or Database modifications. The basic website changes will comprise of the work related to the following technologies:
  - a) HTML5
  - b) CSS3
  - c) Basic Javascript
  - d) JQuery, AJAX

Website Maintenance Agreement  
www.skyq.in

Page 1

Dr. Rajesh B. Gooli  
Registrar  
MGM Institute of Health Sciences  
(Deemed University) UGC Act, 1956  
Navi Mumbai- 410 209



FOR SKYQ INFOTECH

S. Sharma  
PROPRIETOR

जोड़ पत्र-2/Annexure-II  
अ. क्र. 2/392 मु. यु. रकम 100 दि. 15/01/2020

दस्ता नोंदणी करणार आहेत का : होय / नाही

मुद्रांक दिवस पंजाबस्थी नाव MGM Institute of Health sciences

हस्ताक्षर: vijay

मुद्रांक (विशेष आवश्यक) यदि \_\_\_\_\_

अधिकारों के अभाव में, जहाँ तक संभव हो सके, निम्नलिखित बातें ध्यान में रखी गई हैं।  
 1. निम्नलिखित बातें ध्यान में रखी गई हैं।  
 2. निम्नलिखित बातें ध्यान में रखी गई हैं।  
 3. निम्नलिखित बातें ध्यान में रखी गई हैं।  
 4. निम्नलिखित बातें ध्यान में रखी गई हैं।  
 5. निम्नलिखित बातें ध्यान में रखी गई हैं।  
 6. निम्नलिखित बातें ध्यान में रखी गई हैं।  
 7. निम्नलिखित बातें ध्यान में रखी गई हैं।  
 8. निम्नलिखित बातें ध्यान में रखी गई हैं।  
 9. निम्नलिखित बातें ध्यान में रखी गई हैं।  
 10. निम्नलिखित बातें ध्यान में रखी गई हैं।

**आम्र**

पुनः प्रविष्टः स्यात् ।

e) Basic PHP Applications for form submissions

- 1.3. "Server-Side Script" shall mean a program that is processed on the server, before the information ever reaches the user's computer. These programming languages include but are not limited to ASP and ASP.NET.
- 1.4. "Term" shall mean the initial (12) twelve-month term (from 1.1.2020 to 31.12.2020) of Website Maintenance after an election by customer.
- 1.5. "Renewal Term" shall mean any (12) twelve-month term of Website Maintenance services elected by the customer subsequent to the Term.
- 1.6. "Software" shall mean any artwork, programs, procedures, rules, and any associated documentation pertaining to the operation of a website. For example a website, Content Management System, 3<sup>rd</sup> party applications like Forums, Blogs, etc.

## 2. Website Maintenance Agreement Term

The term of this agreement is a (12) twelve-month term (from 1.1.2020 to 31.12.2020), after which the agreement may be renewed for a further period of (12) Twelve months on terms & conditions as mutually agreed by the parties.

## 3. Website Maintenance Agreement Termination

- 3.1. The term or renewal term can be terminated as per a 30 day cooling-off period after the commencement or renewal date of the agreement. Notice of this termination must be made in writing.
- 3.2. If the customer wishes to terminate the agreement prematurely, the same can be done with a notice of termination of 60 days. In case there is any default or breach on the part of the Service Provider no Maintenance Service Fees will be paid to the Service Provider in this notice period. Undisputed maintenance fees may be paid.

## 4. Amendments to Contract

The amendments in the Website Maintenance Agreement in terms of the number of Institutions, number of Human resources and working hours can be made with discussion with Service Provider with a 30 days prior request.

### Customer Responsibilities

#### 4.1. Obligations

The customer agrees to provide SkyQ Infotech with reasonable access to all necessary personnel to answer any questions about any problems reported by the customer regarding the Software.

When requested in writing and thought necessary, the customer shall provide SkyQ Infotech in writing a reasonable description of the maintenance required along with any additional information or software required to complete the Website Maintenance.

#### 4.2. Primary Contacts

The customer shall appoint one (1) individual within the customer's organization to serve as a primary contact between the customer and SkyQ Infotech and to receive support through SkyQ Infotech's dedicated personnel/telephone contact number. All of the customer's support inquiries shall be initiated through these contacts and logged internally.

## 5. Level of Support

SkyQ Infotech will start working on your Website Maintenance Tasks within the same working day of

Website Maintenance Agreement  
www.skyq.in

Dr. Rajesh B. Goni  
Registrar  
MGM Institute of Health Sciences  
(Deemed University) s/s 3 of U.C.C. Act, 1956  
Navi Mumbai-410 209



FOR SKYQ INFOTECH

  
PROPRIETOR

Page 2

of receiving the request.

SkyQ Infotech commits to provide its services on a regular basis with a dedicated human resource; which will be stationed at the Customer's Location and will be looking after the development and maintenance of the websites belonging to following institutes:

- a) MGM Institute of Health Sciences, Navi Mumbai.
- b) MGM Medical College, Navi Mumbai
- c) MGM School of Biomedical Sciences, Navi Mumbai
- d) MGM University Department of Prosthetics & Orthotics, Navi Mumbai
- e) MGM New Bombay College of Nursing, Navi Mumbai
- f) MGM School of Physiotherapy, Navi Mumbai
- g) MGM Sleep Lab, Navi Mumbai.

#### 6. Error Correction

Upon identification of any Website Maintenance error, the customer shall notify SkyQ Infotech of such error and shall provide SkyQ Infotech with a problem report and enough information to reproduce the error. SkyQ Infotech shall immediately take all steps to rectify the error and use its reasonable efforts to respond to problem reports. In any event the Service provider undertakes to rectify the error within 48 hours.

SkyQ Infotech shall correct all errors except errors related to related to emails, domain name server configurations and SSL certificates.

#### 7. Go Live Policy

No website, correction or modification will go live on Fridays unless otherwise agreed upon or extremely urgent and the same is notified to the Service Provider in advance so as to make required arrangements. Support is limited over the weekend and this policy is designed to reduce the risk of critical errors over this period.

#### 8. Payment Terms

- a) Customer is required to pay the monthly Maintenance Service Fees within the 10 working days of approval of the bill by the authority.

#### 9. SkyQ Infotech Contact Information

Website Maintenance service is available Monday through Saturday 10:00 AM-06:00PM

Phone: +91 8097578727, +91 8898683883

Email: [info@skyq.in](mailto:info@skyq.in)

Web: [www.skyq.in](http://www.skyq.in)

#### 10. NOTICES

Any notices given under this Agreement will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

**MGM Institute of Health Sciences:- The Registrar, MGMIHS**

Address: MGM Educational Campus, Plot No. 1 & 2, Sector- 01, Kamothe, Navi Mumbai- 410209

**SkyQ Infotech,:- Mr Saurabh Karve.**

Address: A-5 Yashodarshan Apt., Near Virupaksha Mandir, Panvel – 410206

Website Maintenance Agreement  
[www.skyq.in](http://www.skyq.in)

**Dr. Rajesh B. Goel**  
Registrar  
MGM Institute of Health Sciences  
(Formerly MGM Medical College)  
Navi Mumbai- 410 209



Page 3  
FOR SKYQ INFOTECH

PROPRIETOR



## 11. MISCELLANEOUS

### a. Assignment.

Neither party may assign this Agreement or the rights thereunder without the prior written consent of the other party.

### b. Survival.

Any of the sections that include any other rights and obligations under this Agreement which by their nature should survive, shall survive the expiration or termination of this Agreement.

### c. Severability

If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this Agreement and will be deemed to be deleted from this Agreement. If such deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent/object of the parties under this MOU.

### d. Independent Entities.

MGM Institute of Health Sciences, Navi Mumbai and SkyQ Infotech are independent parties and neither is an agent, joint venture partners, or partner of the other.

### e. Order of Precedence.

In the event of any inconsistency between the terms of this Agreement and the documents referenced or incorporated herein or any other document, correspondence or agreement concerning this Programme between the Parties and/or their employees, the terms of this Agreement will prevail.

### f. Entirety.

This Agreement represents the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

### g. Amendments.

The Amendments or changes to this Agreement must be in writing and signed by duly authorized representatives of both parties.

### h. Counterparts.

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same Agreement, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed counterparts.

### i. Dispute Resolution.

In event of dispute or claim between the parties concerning the interpretation of any provision of this agreement or the performance of any of the terms/obligations of/under this Agreement, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee of surgeons. The parties after due discussion shall try their level best to resolve the disputes arising out of this agreement, failing which through the Arbitration process. Both the

Website Maintenance Agreement

www.skyq.in

**Dr. Rajesh K. Gadi**  
Registrar

MGM Institute of Health Sciences

Plot No. 23, Sector 15, Navi Mumbai - 401 208  
T: 022-25420000-4442000



Page 4

**FOR SKYQ INFOTECH**

**PROPRIETOR**

parties after due discussion shall appoint an Arbitrator for resolving the dispute arising out of this Agreement.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned hereinabove.

On behalf of the MGMIHS (Authorized Signature)

**Dr. Rajesh B. Goel**  
Registrar

MGM Institute of Health Sciences  
(Deemed University) Act, 1996

On behalf of SkyQ Infotech (Authorized Signature)

Date: 15/01/2020

Date: 18/01/2020

FOR SKYQ INFOTECH



(Saurabh S. Kame)

PROPRIETOR

FOR SKYQ INFOTECH

  
PROPRIETOR