

HT-05019

No. AM-Goldrare-2015

Annual Maintenance Contract
年度维护合同

This Agreement is made by and between **Shanghai ESUN Information Technology Co., Ltd.** (hereafter known as 'Service Provider'), and **Beijing Goldrare** (hereafter known as 'Client') for the provision of services as set forth below or in the attached exhibits. The effective date of this System Maintenance Agreement is April 1st, 2015.

经上海奕盛信息技术有限公司（以下简称“服务供应商”，中国上海市闵行区联航路1588号现代服务软件产业基地SOHO研发楼第8栋，电话：(86) 21 53015840，传真：(86) 21 53015846）和北京光华荣昌汽车零部件有限公司（以下简称“客户”，中国北京市昌平区流村镇工业园区，电话：(86) 10-89774853，传真：(86) 10-89774858）双方协商一致，签订以下维护服务协议条款及其附件。本协议的生效日期为2015年07月01日。

1. Service 服务

1.1 General Conditions 一般条款

This maintenance service agreement is valid from the effective date to June 30th, 2016. The maintenance service include telephone line support, and requested on-site service to the Client based on standard MFG/PRO software, the Client's existing MFG/PRO implementation and standard Barcode system. Neither the installation of upgrading software, nor the implementation of new functions is included either.

The client have the right to use standard MFG/PRO software and barcode software, and can request the upgrade version or service packs of above software with no additional license fees in effective maintenance period agreed in this agreement, in which the modules contained are in accordance with the ones contained in original version except Software company announces an new policy which will lead to make proper changes on this content.

本维护协议从生效之日起至2016年6月30日有效，维护服务内容包括电话技术支持，客户要求的现场服务。所有的维护服务将基于标准的MFG/PRO软件和已完成的软件实施应用，及服务供应商的标准的条形码系统。升级软件的安装服务和实施新的软件功能模块不包含在本协议的范围内。

在本协议约定的年度维护期间内，客户有权使用标准的MFG/PRO及条形码软件且可以免费申请获得该软件的升级版本或软件补丁程序，该软件的升级版本或软件补丁程序所包含的模块同原版本的模块保持一致，除非软件公司宣布了新的模块捆绑政策。

1.2 *Telephone Line Support* 电话技术支持

The Service Provider shall provide the telephone support to assist the Client's MFG/PRO and Barcode application with no additional charge.

服务供应商将免费提供电话技术支持服务，以协助客户的MFG/PRO与条形码软件应用。

1.3 *Requested On-site Service* 客户要求的现场服务

The Service Provider will deliver on-site service on Client's request. Service Provider will charge on-site service by actual man-days. The visit schedule shall be determined by both the Service Provider and the Client. The Client shall review and sign the Daily Work Report that the Service Provider shall present at the end of each visit.

服务供应商将根据客户的要求给予现场服务。现场服务将按实际的服务天数收取费用。现场服务的日程将由双方讨论决定。客户将在每次现场服务后，检查和签署服务供应商提交的顾问工作日报。

1.4 *Service charges for on-site visit and service* 客户要求的现场维护与服务费用

Client will be charged by RMB 3200 (exclusive tax) per man-day for on-site services according to the daily work report approved by both sides, If the service hours less than 4 hours every request, the Service Provider will charge the Client RMB 600.00 (exclusive tax) per hour for travel-time.

在基本年度维护费之外，服务供应商将根据客户确认的顾问工作日报按每人·天 3200 元不含税人民币单价向客户收取额外的服务费用。如果客户每次要求的现场服务或维护时间少于 4 小时，则服务供应商将计算咨询顾问现场服务的在途时间，并按每人 600 元人民币/小时的不含税价格向客户收取在途费用。

2. Tele-support Request Form 电话技术支持申请表

The Service Provider shall require the Client to fill is its Tele-support Request Form prior to any response. The Client shall provide in this Form with information such as software version, module and menu items where problems are found, the nature of problem, error message prompt on the screen, and etc.

服务供应商将要求客户预先填写电话技术支持申请表。客户将根据表格提供相关的信息，例如软件版本，出现问题的具体模块和菜单，问题的种类，屏幕显示的出错信息提示等等。

3. Service Provider Response Time 服务供应商的响应时间

Service Provider shall respond within 1 working day after receiving the written Tele-support Request Form or respond in next working day after receiving the E-mail Request. Such response can be either solving the problem or a plan to solving the problem.

服务供应商在收到客户填写的电话技术支持申请表后一个工作日内响应，如果是通过电子邮件方式收到客户的技术支持申请表，那么将在收到电子邮件后的下一个工作日内响应。服务供应商的响应可以是解决客户的问题，或是解决问题的计划。

4. Business Hours 工作时间

All service and maintenance is provided within normal business hours from 9:00AM to 5:30PM, Monday through Friday except public holidays when request can be taken by telephone or by fax or by E-mail.

所有服务和系统维护的工作时间将在星期一至星期五之上午 9:00 至下午 5:30 (公众假日除外)，客户可以通过电话或传真或电子邮件提出技术支持申请。

5. Price and Payment Term 维护价格和付款方式

The annual maintenance fee (including tax) of this contract is RMB 126119.00 (for details, please refer to Appendix I). Annual maintenance fee shall be paid off by Client within 15 business days from effective date of this contract, and will be charged by actual workload and related unit price; Service Provider shall issue formal invoice within 15 business days from the date of receipt of payment.

本合同的基本维护费用(含税)为 126119.00 元人民币 (明细见附件一)。在本协议生效后，客户应在 15 个工作日内支付上述费用，客户要求现场服务将根据实际发生的服务时间和服务在途时间 (如果每次现场服务的时间少于 4 小时) 计算费用经客户确认后发出付款通知，客户将在收到通知后 15 个工作日内付清；服务供应商在收到款项后 15 个工作日内出具对应的正式财务发票。

6. Travel Expense 差旅费用

Client shall pay the actual cost of travel for providing on-site visit or services provided that Service Provider shall provide relevant evidences.

客户需要支付服务供应商咨询顾问到现场提供服务所发生的全部实际差旅食宿费用，但服务供应商应提供相应的凭证。

7. Confidential Terms 保密条款

7.1 Service provider promises no divulgence or misuses of all the documents, data, process and other business information related to the client.

服务供应商保证不外泄或误用所有与客户有关的文件、数据、程序和其他业务相关的信息。

7.2 Service provider promises to always obey the **Client** IT process and policy, include change management, system security policy, control policy of access to program and data, computer operations policy and any other IT related regulations required by the client.

服务供应商保证其员工在为客户服务的过程中始终坚持和遵循客户的IT政策,包括变更管理规定、系统安全政策、数据访问控制、计算机系统运行控制以及其他业已公布实行的IT相关规定。

7.3 Without written permission from Service provider, Client is forbidden to divulge any documents including contracts, technical materials and other deliverables provided by Service provider during service delivery except for the documents or information owned by or obtained from other legal channel by Client.

客户在未经服务供应商允许之前,不得外泄服务供应商提交给客户的任何资料,包括销售合同以及在服务过程中提交给客户的技术资料及相关文档(客户自身拥有的或从其他合法渠道获得的资料或信息除外)。

7.4 Both parties just allow the members of project to use the related files or information. Before the 3rd party use the related files or information, the sender must get the written authority from owner of files or information, and have the 3rd party abide by all terms of this item.

双方同意对互相提供的所有信息和文件,只允许其参与项目的职工接触上述信息和文件。双方的所有职工不论是否直接参与项目,均有保密义务。当合同一方取得相关的书面许可向第三方透露时,合同另一方应在透露之前使该第三方承担遵守本条款各条中规定的义务。

7.5 The ownership of all related files and information belongs to the provider of files or information, and the use must conform to the scope or purpose agreed by both parties.

信息和文件以及/或者样品的所有权仍然属于提供方。文件和信息的使用权限仅限于双方商定或者互相允许的目的。

7.6 The blamable party should take full responsibility for divulgence or misuse.

如发生泄密事件,互相保留向对方追究相关法律责任的权利。

8. Responsibility Terms 责任条款

8.1 Service provider guarantees that it has been authorized to provide the maintenance services specified in this agreement. Otherwise, it shall indemnify and hold Client harmless from any loss or damage arising out of Client' use of its services or MFG/PRO system.

服务供应商保证其有权提供本协议项下的服务。否则,其应赔偿客户以使客户免于因使用服务供应商的服务或 MFG/PRO 系统而遭受任何损失或损害。

9. Arbitration 仲裁

All disputes in connection with the agreement or the execution thereof shall be settled through friendly negotiation. In case no settlement can be

reached through negotiation, the case should be submitted for arbitration to the related Beijing Arbitration Commission in Beijing according to the laws of China.

有关本协议或执行本协议的一切争执，双方应通过友好协商解决，经协商不能解决的，可由北京相关仲裁委员会根据中国的法律在北京进行仲裁。

10. Terms of Extending Agreement Effective Date 协议有效期延期条款

The effective period of this agreement will be extended for one year if both sides do not have any demurral on this agreement. If this agreement renews, client will continue to pay annual maintenance fee as set forth in this agreement.

双方同意，在协议到期前一个月任何一方都没有提出书面异议的情况下，协议的有效期将从最近一个到期日的第二天起自动顺延一个年度；后续年度按此原则依次类推。如合同顺延，客户将继续支付本协议所列明的年度维护费。

11. Agreement Effective Date 协议有效期

This agreement is effective before June 30th, 2016. This agreement body has both English and Chinese version, In case of any discrepancies between two version, Chinese version is the governing one.

本协议在 2016 年 6 月 30 日前有效。本协议中，英文版同时有效，如有任何歧义以中文版为准。

The Client:

北京光华荣昌汽车部件有限公司

Signature: _____

Title: _____

Date: _____



The Service Provider:

上海奕盛信息技术有限公司

Signature: _____

Title: _____

Date: _____



Appendix I 附件一：年度维护费清单

序号	内容	单位	单价	价格
1	软件年度维护费	NU		
	基本软件（包含以下部件）： 标准捆绑配置 汽车行业下达管理 固定资产模块 中国财务增强模块 数据库	20	4949.00	98980.00
	附加软件： 条形码管理模块	10	2000.00	20000.00
	小计			118980.00
			维护费小计	118980.00
			税金:服务增值税 6%	7138.80
			维护费总计	126119.00
			合计	126119.00