# ADOC Solutions
# Service Agreement

This SERVICE AGREEMENT, hereinafter referred to as "the Agreement", is entered into on __/__/____ by and between ADOC Solution, a subsidiary of ADOC International Trading WLL adocsolutions.com, hereinafter referred to as "the company", a Kingdom of Bahrain limited liability company with an electronic address of clients@adocsolutions.com and _____ , hereinafter referred to as "the client", whose address is _____.

Collectively the company and the client would be hereinafter referred to as "the parties". The parties agree to the following recitals:

Whereas, the company is in full legal capacity, as the company specializes in the field of Excel Automation & automation development.

Whereas, the company affirms that it has the required expertise and competence to provide the customer with the services.

Whereas, the company agrees to be engaged and to provide clients the services, all subject to terms and conditions contained herein.

Whereas, the parties desire to express in writing their mutual understanding and agreements with respect to this engagement.

Therefore, in consideration of the mutual promises, covenants contained herein, the parties, intending to be legally bound, do hereby agree to the following:

## 1. GENERAL ACQUIESCENCE

In addition to the Terms of Service (TOS) and Privacy Policy found on the company's website adocsolutions.com, the customer hereby concures, agrees and acquiesces to the provisions of this Service Agreement. In case the company undertakes a revisioned version of the TOS, the customer

furthermore agrees to visit the company's website from time to time and undertake due diligence review in order to be apprised of these revisions. By availing to the company's payment plan, both parties agree to the terms of service.

## 2. SCOPE OF WORK

Services that ADOC Solutions agrees to provide are divided into two parts: the original development of the solutions and the ongoing maintenance and support of the developed solutions. As part of our original solution's development, ADOC Solutions agree to complete the following:
1. Sample requirement
2. Sample requirement
3. Sample requirement
4. Sample requirement

As part of the company's monthly maintenance process, ADOC Solutions agree to complete __ months of the following:
1. Sample requirement
2. Sample requirement
3. Sample requirement
4. Sample requirement

## 3. COMPENSATION AND PAYMENT

All figures quoted in USD. The detailed above services would be billed as a multistep payment, 50% of the development costs before the creation of the solutions, and another 50% + 3 month maintenance fee after the development. Each month of maintenance after the first 3 would be billed separately.
For undertaking the engagement and for the other goods and valuable considerations, including but not limited to, a substantial benefit the client will

derive from the company's services, the client agrees to compensate the company's professional fee, of that will include:

One-time development cost of this project: $ _____. For the design and development of an appropriate solution.

Ongoing monthly maintenance fee of this project: $ _____ per month. For the maintenance of the created solution.

Any other services outside the scope of this original agreement will be billed separately at $200 per hour. As detailed above, you initially would be invoiced 50% of the one-time development cost, after which, upon the completion of the development and implementation of your corrections, you would be invoiced the other 50% in addition to the first 3 months of maintenance fees.

## 4. PAYMENT SCHEME

The customer agrees to settle the company's invoices in US Dollar through the company's merchant account by credit card or a direct bank transfer no later than 24 hours after the billed period ends. The billed period ends at the end of the previous billing period or 28 calendar days after the signing of this contract.

Late payments or failure of payment will result in immediate cessation of all work carried out by the company. The work remains a sole right of ADOC Solutions until the payment is made. Payment of the monthly maintenance fees constitutes the client's right to use the software solution ADOC Solutions has developed, thus a failure of such payment revokes that right and the company reserves its ability to abort the client's access.

In case the client misses a payment and would like to regain their access to the solution, the company reserves a right to raise the monthly maintenance fee by up to 50% of the original monthly maintenance fee agreed upon, as a penalty.

The client has the right to cancel their ongoing payments. In order to do that, the client has to provide a written notice to the company at least 30 calendar days in advance through our client portal at clients@adocsolutions.com. NOTE

- The company informs the client that in case they cancel their monthly maintenance, the client will completely lose access to their solution.


## 5. PRODUCTION DEADLINE

The company's delivery will be divided into 2 parts: the first delivery and final delivery. The first delivery will showcase to the client what the company has done and would request modifications and adjustments to the work completed thus far. The corrections are only to be requested regarding features originally requested in section 2 "SCOPE OF WORK". Any additional features outside the original scope of work could also be done, but should be signed as a separate contract and would be billed separately at $200 per hour. The company also reserves a right to decline such requests, due to incompetence or lack of confidence in the ability to deliver a satisfactory result.

The company agrees to deliver the first delivery, a working solution that matches the requirement as described in section 2 "SCOPE OF WORK" by __/__/____.

The company agrees to deliver the final delivery, a final solution that matches the requirement as described in section 2 "SCOPE OF WORK" as well as client feedback and corrections by __/__/____.

Please note, the client is required to report their feedback and list of desired corrections within 24 hours of us sending them the first delivery. In case that deadline is not met, the company reserves a right to postpone the final delivery by an extra 5 business days from the moment the list of corrections is received.


## 6. MAINTENANCE DEADLINE

The company will handle any problems or errors the solution presents during the exploitation period free of charge outside of the monthly maintenance

fees. Regular maintenance checks and upkeep would be done regularly without any interruption to the clients use. Any irregular bug fixes or errors reported by the user would be performed at the highest level of priority in our company. It is the client's responsibility to inform that company of any error during their solution use, which could be done through our client portal at clients@adocsolutions.com. In the bug report, the company requests detailed information about the tasks that interrupted the regular workflow of the software as well as the attachment of the input files. The company promises to respond to such customer requests within 48 hours of them being received.

## 7. WORK ENRICHMENT

The company has an ability to modify and enrich previously made work by ADOC Solutions. Such requests would be handled as stand-alone projects with their own contract, scope of work and deadline. In such a case, the maintenance fee of all projects would be combined together as a single monthly payment.

## 8. REFUND STIPULATION

In case the company fails to deliver a solution that matches the technical requirement from part 2 "SCOPE OF WORK" within a specified timeframe, the company agrees to fully refund the first invoice to the client. The refund would be processed by the company's payment processor Payoneer and would be refunded to the same bank account from which the original payment has been made. The refund confirmation would be provided to the client via their email address by our manager at clients@adocsolutions.com.

## 9. USE OF CONTENT

The client agrees that all content created by and or implemented by ADOC Solutions is published under the Kingdom of Bahrain's copyright laws. No portion of these materials reproduced in any manner whatsoever without the express of written consent of the ADOC Solutions. Any unauthorized use, sharing, reproduction or distribution of these materials by any means is strictly prohibited. In case a violation of "USE OF CONTENT" occurs, the company reserves a right to raise the monthly maintenance fee by up to 100% of the original monthly maintenance fee agreed upon, as a penalty in cases of minor violations and reserves a right to pursue legal action if the financial or reputational damages exceed $3000.

## 10. MISCELLANEOUS

The rights and obligations under this Service Agreement are personal to the client. The client may not assign or transfer any rights or obligation under this agreement.

The client will, at their own expense, defend, indemnify, and hold the company, its agents and employees harmless from any and all claims, actions, liabilities, injuries, damages, losses, grants, costs and expenses, including but not limited to attorney fees, arising out of or in connection with any use of program(s) of this agreement.

This agreement, along with any other additional terms or policies incorporated herein by reference, represents the entire agreement between the client and the company concerning the program.

Contact: The client is kindly asked to provide their additional information such as personal phone number, personal email address and or WhatApp account. This is done to establish and ensure a fast communication channel between the company and the client. By signing this agreement the client agrees to provide such information as soon as possible and gives permission to be contacted by employees of ADOC Solutions. Please note that our company often uses messengers such as Telegram or WhatsApp for fast communication, since we can respond to clients' messages within seconds.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL AFOREMENTIONED TERMS, INCLUDING THOSE RELATED TO SERVICE FEES, REFUND POLICY, USE OF CONTENT AND OTHERS.
The parties hereto have caused this agreement to be executed as of the date first written in this document above. The client agrees that the company may from time to time, share results of completed work, testimonials and other materials for personal marketing purposes. In that process all branding would be removed and the client would remain fully anonymous, no personal details would be shared.  The client also reserves a right to be omitted from case studies and testimonials, which could be done through our client portal at clients@adocsolutions.com.

Affiliate by:
Full Name*: _____
Company & title: _____
Phone number*: _____
Email address*: _____
Signature*: _____

ADOC International Trading WLL© by:
Full Name: Neklyudov Yan Sergeevich
Company & title: ADOC International Trading WLL©, Managing director
Phone number: +382 (671) 969 23
Email address: clients@adocsolutions.com
Signature: