

Number:

Date: 2025/.../...


Attachment: No




Good Taste of Technology

Sales and Support Contract
Gity Management dashboards



 051-36206500

 info@gityco.ir

 Iran (Islamic Republic of), Mashhad,
Elahiyeh 15, Taghizadeh 6, Saba 8
Building, Unit 11

This contract, consisting of 10 articles and 5 pages, was signed and exchanged between the parties in two copies with equal validity, and is valid, binding and enforceable for the parties, based on Articles 10 and 219 of the Civil Code.

1. Parties to the contract

This contract is concluded between the "employer" and the "contractor".

1-1. Employer

Company/Mr./Ms. with national code/identification with address

1-2. Contractor

Gity System Shargh Company with national code 10380402571 with address Khorasan Razavi, Mashhad, Elahiyeh 15, Taghizadeh 6, Saba 8 Building, Unit 11

1-3. Employer Representative

Mr./Ms. with national code with address

2. Subject of the contract

The sale of the right to use a copy of Giti management dashboards without the right to assign it to others.

3. Contract term

The term of this contract is from the date of its signing for a period of business days.

4. Amount and method of payment

4-1. All costs of deductions, including insurance, value-added tax and other matters, are the responsibility of the employer.

4-2. All ancillary costs, including the costs of preparing a guarantee, newspaper advertisements, preparing envelopes, documents and promissory notes, are the responsibility of the employer.

4-3. In the event that an expert is sent to the employer's location, the costs of accommodation, travel, transportation and transfer are the responsibility of the employer.

4-4. The adjustment amount is calculated by the contractor in accordance with the rate announced by the Central Bank and added to the initial contract amount, which the employer is obliged to settle within one calendar week after the contractor submits the statement.

Title	Price
License fee for using a copy	
Installation fee	
Training fee	
Support fee	
Development fee	
Deployment fee	
Other fees	
Discounts	
10% VAT	

5. Contractor's Obligations

The Contractor is obligated to install, train, guarantee, support, develop and deploy the subject of the contract as follows:

5-1. Installation

5-1-1. The Contractor is obligated to configure the subject of the contract once on the server.

5-1-2. If the Contractor determines that the desired server must be prepared in advance by the Employer and delivered to the Contractor by the Employer.

5-2. Training

5-2-1. The contractor is committed to training the employer in the form of brochures, catalogs, videos, or meetings.

5-2-2. In the event of the employer's refusal or delay in using the training or the contract period has expired, all contract items will be deemed to have been delivered to the employer by the contractor.

5-2-3. Minimum knowledge and skills of users are required to train and use the contract item.

5-2-4. Appropriate infrastructure for the training process, such as space, cost, and equipment, must be provided by the employer at the contractor's discretion.

5-3. Warranty

5-3-1. The software is guaranteed for six months against programming errors, and the contractor is committed to take action to fix the errors free of charge and within the framework of the contractor's desired process after the employer's notification.

5-3-2. All problems related to the platform, including hardware, network, operating system, applications, and extensions, are not considered programming errors.

5.3.3. Responsibility for information security issues lies with the employer.

5-4. Support

5-4-1. Support for the subject of the contract will be provided at the location desired by the contractor.

5-4-2. Support includes fixing logical errors and fixing programming errors.

5-5. Development

5-5-1. Making requested changes is subject to a fee, which will be calculated by the contractor in the form of an hourly volume estimate.

5-5-2. The tariff for each hour of development will also be based on the basic rate of specialized technical services for informatics of the National Computer Trade Union Organization.

5-5-3. The contractor undertakes to deliver the requested changes to the employer at the appointed time and after financial settlement.

5-6. Deployment

If needed and upon written request from the employer, the contractor will perform the commissioning and implementation operations of the subject of the contract, in which case the cost of the services will be estimated by the contractor and announced to the employer for settlement.

6. Employer's Obligations

6-1. The employer undertakes to provide the necessary facilities for the implementation of the subject matter of the contract in accordance with the needs of the contractor. Obviously, any delay in providing the aforementioned items will be confiscated in favor of the contractor.

6-2. The employer undertakes to introduce its authorized representative to deliver the contract provisions to the contractor in writing at the same time as the contract is signed.

7. Rights

7-1. All rights, including intellectual property rights, rights, copyrights, publishing rights, authorship rights, development and exploitation rights of the subject matter of the contract, are fully and exclusively owned by the contractor for an unlimited period of time.

7-2. The right to use a copy of the subject matter of the contract is assigned to the employer in accordance with the provisions of the contract, its time conditions and the unilateral right of withdrawal by the contractor.

7-3. The employer has no right to transfer its rights of use to anyone else in any way.

7-4. The subject matter of use cannot be changed by the employer.

7-5. All source codes of the subject matter of the contract, the program and its storage location and platform, data and knowledge generated from it are exclusively owned by the contractor.

7-6. The subject matter of the contract is considered an integral asset of the contractor, and the employer, employees, or affiliates do not have the right to reproduce, model, access, review, analyze, redesign, reverse engineer, or otherwise exploit the subject matter of the contract for profit or non-profit under any circumstances.

8. Delays

8-1. If the contractor fails to complete the obligations under the contract in accordance with the schedule specified in the contract, the employer may calculate a maximum amount equivalent to 50% of the net contract amount as a penalty.

8-2. If the contractor's work is delayed due to reasons attributable to the employer, the employer is obliged to add the amount claimed by the contractor to the project time and also pay the contractor the amount claimed by the contractor.

9. Termination of the contract

9-1. The employer has the right to terminate the contract due to the contractor's liquidation or bankruptcy without prior written notice.

9-2. In the event of termination of the contract by the employer, the contractor's claims shall be paid to the contractor after deducting penalties, possible damages, legal deductions and possible claims of the employer.

9-3. If, in the contractor's judgment, the employer has the financial ability to pay the costs but fails to pay them, the contractor can unilaterally terminate the contract in its own favor or request the dispute resolution authority to require the employer to pay the remaining amount and any resulting damages.

10. Resolving disputes

In the event of a dispute regarding this contract, the matter of the dispute must be referred to **Mr. Mojtaba Ansarimehr**, an official expert in the judiciary with license number **1729550034** and contact number **09155228178**, as a specialized arbitrator for arbitration. His expert opinion is binding on the parties, and the convicted party is required to pay all expert fees.

*Employer's
signature*

*Contractor's
signature*

*Witness 1's
signature*

*Witness 1's
signature*