

TERMS AND CONDITIONS

Your website may use the Terms and Conditions given below.

The terms "We" / "Us" / "Our"/"Company" individually and collectively refer to **Softmation Technology** and the terms "Visitor" "User" refer to the users.

1. The Client hereby engages the Developer and the Developer hereby agrees to be engaged by the Client to develop the Website / Software in accordance with the specifications form that we have mail you on behalf of your request to purchase our product/services.
2. The Developer shall complete the development of the Website / Software according to the milestones described on the specification form. In accordance with such milestones, the final product shall be delivered to the Client by defined delivery date.
3. The parties shall work together in a joint effort to accomplish the tasks and objectives set forth in the Product Specifications. **Softmation Technology** shall be responsible for delivering and performing only those professional services specifically identified in the Product Specifications. Any modifications to the Product Specifications shall be pursuant to the Change Order process.
4. For a period of **2 Months** after delivery of the final product, the Developer shall provide the Client attention to answer any questions or assist solving any problems with regard to the operation of the Software up to **2 Months** free of charge and billed to the Client at a rate of **Rs. 150** per hour for any assistance thereafter.
5. The Developer shall provide to the Client after the Delivery Date, a cumulative **4 hours** of training with respect to the operation of the Software if requested by the Client.
6. Client agrees to perform all tasks assigned to Client as set forth in this Agreement, the Product Specifications, or a Change Order, and to provide all assistance and cooperation to Softmation Technology in order to complete timely and efficiently the Product.
7. The company will not return the Product/Service amount in any case.
8. The Company will not provide Source Code to their client, if client want a Source Code the company will charge on it.

Change in Specifications:

1. In the event Client desires to make any modifications to the Product Specifications or a deliverable, Client must provide a detailed change order in writing. This may be provided in the form of email, certified letter, or via technologies and/or tools provided by Softmation Technology.
2. Buyer may, in its sole discretion, request that changes be made to the Specifications, or other aspects of the Agreement and tasks associated with this Agreement. If Buyer requests such a change, Developer will use its best efforts to implement the requested change at no additional expense to Buyer.

Support and Maintenance:

Any support and maintenance services, updates, versions, or new releases shall be contracted under a separate agreement between **Softmation Technology** and Client. Maintenance and support rights or obligations for any third party products or equipment that are used in the Product and are available through the respective vendor(s)/manufacturer(s) of such content and equipment shall be assigned by **Softmation Technology** to Client. **Softmation Technology** shall not use any intellectual property of any third-party in the Product without Client's written consent.

Delivery:

The Software shall function in accordance with the Specifications on or before the Delivery Date:

If the Software as delivered does not conform with the Specifications, the Client shall within 2 Weeks of the Delivery Date notify the Developer in writing of the ways in which it does not conform with the Specifications. The Developer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.

The Client shall provide to the Developer written notice of its finding that the Software conforms to the Specifications within **15 days** of the Delivery Date.

Confidentiality:

1. Developer acknowledges that all material and information supplied by Buyer which has or will come into Developer's possession or knowledge of Developer in connection with its performance hereunder, is to be considered Buyer's confidential and proprietary information (the "Confidential Information"). By way of illustration, but not as a limitation, Confidential Information includes the Software, trade secrets, processes, data, knowhow, program codes, documentation, flowcharts, algorithms, marketing plans, forecasts, unpublished financial statements, budgets, licenses, prices, costs, and employee and customer lists.
2. Developer acknowledges that Confidential Information is the sole property of Buyer. Developer agrees that disclosure of such information to, or use by, third parties, either during or after this Agreement, will cause Buyer irreparable damage. Developer agrees to use best efforts to hold Confidential Information in the strictest confidence, not to make use of it other than for the performance of its obligations hereunder, to release it only to the Developer's employees or contractors with a need to know such information and not to release or disclose it to any other party.
3. Accordingly, Developer agrees to keep such negotiations and performance of its obligations hereunder strictly confidential and not to disclose any information to any third party or entity without the prior written permission of Buyer. In no event, shall Developer or any of its employees use Buyer as a reference in marketing Developer's services to any third party or entity without Buyer's prior written permission.

Warranties:

Softmation Technology warrants that for a period of ninety (90) days from launch of the Product, the Product will operate in accordance with all the material terms of the Product Specifications. All warranty claims not made in writing within such period shall be deemed waived. As the sole and exclusive remedy of Client for breach of the foregoing warranty, **Softmation Technology** shall not be liable for failures

caused by third party hardware or software (including Client's own systems), misuse of the Product, or the negligence or willful misconduct of Client.

Softmation Technology warrants that the professional services will be performed in a workman like and professional manner by appropriately qualified personnel.

Indemnification:

1. Client agrees that it shall defend, indemnify, save and hold harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, (collectively "Liabilities") asserted against Softmation Technology, its contracted providers, agents, Clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to the performance of any product sold by Client, its agents, employees or assigns.
2. The Developer agrees to indemnify, defend, and protect the Client from and against all lawsuits and costs of every kind pertaining to the software including reasonable legal fees due to the Developer's infringement of the intellectual rights of any third party.

NO MODIFICATION UNLESS IN WRITING

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

Terms and Termination:

1. **TERM:** This agreement is valid for 1 year.
2. **TERMINATION FOR CAUSE:** This Agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice.
3. **EFFECT OF TERMINATION:** Client shall pay **Softmation Technology** for all services rendered and work performed up to the effective date of termination for any reason subject to Client's rights to only pay fair value if Client terminates for cause. **Softmation Technology** shall provide Client with an invoice for the foregoing fees within thirty (30) days of the effective date of the termination. Client shall pay the invoice within fourteen (14) days of receipt.

ENTIRE AGREEMENT:

This Agreement and all exhibits, schedules, and Change Order(s) set forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein. This Agreement may be amended only by a written agreement signed by both parties.