SOFTWARE USER AGREEMENT

Dear Customer,

The use of given software and hardware and related services are given by Xenottabyte Services Pvt. Ltd. (XSPL) is subjected to your agreement to the following terms and conditions. Please read them carefully before agreeing to purchase the given solution. Provisions given in this document are generic for all the software, hardware and services extended by XSPL. Below terms and conditions apply not only to the current purchase but all the purchases are made by the customer from XSPL.

Delivery and Installation:

- XSPL delivers the software in time as discussed with the customer and the installation time will be considered starting from the point XSPL gets the complete access as agreed in the purchase order form.

- All valuable things are defined in terms of hardware, connectivity and base software as given in the XSPL proposal or quotation and mutually agreed with the customer.

- The customer agrees to arrange all the required things for the installation and confirm if the same thorough an e-mail to support@vert-age.com.

- The customer appoints a technical person (IT Person), who can help XSPL to locate and access the things during installation.

- The customer needs to provide sufficient space for the installation team with physical access.

- The installation process may be delayed due to some reasons. These reasons include, but not limited to

➢ Delay due to logistics.

➢ Delay due to Unavailability of network connectivity, internet connectivity.

➢ Delay due to lack of clarity in software requirement specification given by the customer.

➢ Delay due to extreme environmental conditions, e.g. flood, earthquake, cyclone etc.

➢ Delay due to disturbance in the city, where the executor's team is working. E.g. Political Bandh, curfew etc.

XSPL takes no penalties, claims of financial losses, directly or indirectly, whatsoever, for any delay in delivery or installation of software or hardware.

Warranties:

1. Warranty Period

The warranty on the given solutions and services will be valid for the warranty period as mutually agreed and given in the purchase order. The warranty period starts from the date of acceptance of the Product(s) by Customer in accordance with the Acceptance Section above.

2. Warranties

XSPL warranties limited in some condition which are mentioned in below points. Except for the foregoing, the software is provided as-is.

- This limited warranty extends only to the customer as given in the company details section above.

- If the configuration files of the software have been altered, then warranty does not apply.

- If the software has been installed, operated, repaired, or maintained by another person than the authorized persons from XSPL.

- Software has been subjected to abnormal physical, overload, or accident.

3. Warranty Disclaimer

- Except as specified in this warranty, all express or implied conditions, representations, and warranties are excluded to the extent allowed by applicable law.

- In no event will XSPL or its suppliers be liable for any lost revenue, profit, or data, or damages. The use of or inability to use the software even if XSPL or its suppliers have been advised of the possibility of such damages.

Representations:

XSPL hereby represents and warrants to Customer that:

- This representation is limited to software or hardware given by XSPL. In the case of software support services are limited to the software developed by XSPL. XSPL is providing only consulting services to help customers using Open Source.

- XSPL is the exclusive owner of the software developed by its team. It has sufficient right to provide a license, customize, assign, rent or grant the software.

- XSPL shall furnish and deliver the solution, Custom Services, and other materials and perform the services as specified in this Agreement.

- The customer shall be entitled to use and enjoy the benefit of the solution, subject to and in accordance with this Agreement.

- All intellectual property or intellectual property rights owned by the XSPL are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to, maintain the same in full force and effect have been taken..

Terms & Conditions:

Payment Terms – One Time Purchase:

- 100% advance by Purchase Order to be paid for Hardware.
- 50% advance with a Purchase Order for software, the rest 50% should be paid immediately after installation.
- Payments should be made in the favor of "Xenottabyte Services Pvt. Ltd.".
- Hardware warranty and support will be given by the manufacturer as per manufacturer's policy.

However, the Xenottabyte team will assist to claim the warranties.

Payment Terms – Rental Purchase:

- Purchase Order with 2 months of advance rental.
- Payment needs to be made on or before the 7th of every month for Monthly rentals.
- The minimum rental period is 11 months.
- The customer needs to provide a month prior notice for discontinuation of the rental services.
- Services may be deactivated without prior notice, if the rental payment is not made on time.
- An updated, check of the total hardware value needs to be given as a security deposit.

- Payments should be made in the favor of "Xenottabyte Services Pvt. Ltd.".

General:

- Order once placed cannot be canceled.
- Hardware supplied for Rentals must be returned in the same condition as delivered to customers. In case of any damage, the customer will be liable to pay for damages.
- Use of given software and hardware and grant of licenses is subjected to your agreement to Xenottabyte Services Pvt. Ltd., software license agreement. Please read it carefully before agreeing to purchase or rent the given solution.
- Minimum 5 licenses will be increased after the installation when the customer wants.
- The contract needs a renewable when expired otherwise the given services/ support will be stopped.
- The License is lifetime free, but service/ support is for a limited time until the contract expired.
- After the successful installation of the software, a confirmation mail is sent to customers to inform them.

Maintenance

- We provide necessary information to the customer for maintenance of the solution at no charge.
- Our agent repairs and corrects the solution and provide proper documentation.
- We also provide necessary support and documentation from the third party when third party systems are used as a part of the solution.

- The customer needs to request XSPL for the renewal of the contract when the current service contract expires. XSPL shall not provide any service whatsoever, to the customer after the expiry of the service contract.

Training

- After the installation, we also provide proper support to our customers so they can't face any problem while using the software.
- The training will be given for one time only if additional training is required by the customer then it will be chargeable.

Quotation Validity:

- Commercials mentioned in the quotation are valid for 1 week from the date of quotation..

Note: -

1. Hardware firewall Security is mandatory
2. All the International call over PRI, SIP TRUNK, GSM Gateway or any other calling media should be blocked due to security reasons
3. If these conditions are not fulfilled then it's not our responsibility for any damage or data loss, take it on your own risk.

Thank you for your business!