1	CONTRACT
	FATbit is in the business of providing Consultancy and allied Services on Computer based Information Technology, to its clientele, including any affiliates, subsidiaries, divisions of **FATbit's** clients and customers (hereinafter referred to as "**FATbit Customers**") and **FATbit** is in the business of producing Softwares, Designs, Software Planning Documents/Diagrams and Creative works for its Customers – whether copyrightable/patentable or not (hereinafter referred to as "Product" or "Products"). **Client (……………………………………………………………………….. through its authorized representative ………………………………………………………….)** has contacted **FATbit** for purchasing **FATbit** services/products. Now THEREFORE, in consideration of mutual promises, covenants and conditions set forth herein, the parties hereto agree to the terms mentioned in this agreement/proposal.

2	Acceptance of the terms and conditions	
	The client's approval for work to commence must be deemed a contractual agreement between the **Client** and **FATbit**. The acceptance of terms and conditions can be through	
		a. either an email confirming back the quote (with the quote document attached), or b. the quote document signed by the client, or c. the Client has given his/her approval to commence the work, or d. the Client has made the Payment of the advance which indicates that the **Client** accepts these terms and conditions and approves to commence the work.

3	Definitions	
	"Agile Engagement Modle"	The Client is billed based on the Time and Material basis as the complete Project SOW has not been pre-agreed and project requirements/milestones/deliverables are to be mutually agreed between the parties. Unless agreed to in a separate SOW agreement, the penalty Clause and Free Tech Support related terms are not applicable on FATbit for customization work
	"Assumptions"	In the absence of clearly defined requirements or technical constraints which may affect the User Experience or Functionality of the solution being discussed in the project, some general assumptions are noted basis which FATbit proposes a solution and/or Estimates and/or Quotations. Any deviations from assumptions may impact the SOW, hence the project timelines and pricing must also be revised accordingly.
	"Authorized Representative of the client" or "Authorized Client Representative"	Person authorized to complete any and/or all legal formalities on behalf of the client. FATbit believes that the authorized person representing the Client has procured all the legal authorizations from the client for negotiating the terms and signing the agreements/documents/sign off documents as may be required time to time.

	"Authorized Representative of FATbit" or "Authorized FATbit Representative"	Person authorized to complete any and/or all legal formalities on behalf of FATbit. Client believes that the authorized person representing FATbit has procured all the legal authorizations from FATbit for negotiating the terms and signing the agreements/documents/sign off documents as may be required time to time.
	Billable Hours	**Hours spent for:** a) Communication with the Client or the Client Representatives, or any 3rd party on behalf of the Client b) Coordination with any 3rd Party for execution or delivery of this project c) Requirements Analysis d) Planning, Documentation, Designing, Development, Testing, Quality Assurance, Implementation etc. related to the execution or delivery of this project e) Resolving UAT issues or errors reported by the Client or any person/entity appointed by the Client f) Optimization of the scripts, software, design, User Experience etc. as per the client requirements g) Tech Support and General Support *Free Tech/General Support is not available for this project as FATbit is being hired on Time and Material basis ("**Agile Engagement Model**"). h) All other hours as may be required to spend for execution and delivery of the project and providing the support.
	Billing Rate	USD 25 per hour for work done under "Work Made For Hire" arrangement. USD 18 per hour for work done under Non Exclusive License arrangement. Billing rates will be mutually negotiated in case the client wants to restrict FATbit from displaying the client's business name website in FATbit's portfolio and/or the marketing material.
	Client	The client who is engaging FATbit for purchasing its products or engaging FATbit for its services. Client includes the owner of the client business, directors, authorized representative(s) and Client Team.
	Client Content	Logos, Information, textual content, graphics, images, documents, artwork, products data, services info etc provided by the client to FATbit in relation to the services being sourced from FATbit.
	Client Info	Business Name, Trade Name, Logo, Business Info, Services Details, Contact Details (email ID, phone numbers, business address etc), website details (website URL, Staging Site URL, Demo Site URL, publishing date/year etc)
	"Client Review" or "Client UAT"	Review of the project work '**Ready for Client Review**' by the Client Team.
	Client Team	The client or any individual or a group of individuals appointed by the client for communicating with the client in relation to the project e.g. discussing and finalizing the Scope of Work, reviewing the work being performed, review the

		progress reports, sharing feedback on the work submitted for client review.
	"Completion" or "Project Completion"	Means the project has been duly completed in all respects and the client has no objections in terms of quantity, scope of work, quality, timelines etc, which must not be disputed at any later date. No penalties can be claimed or imposed by the Client after Project Completion.
	"Cancellation" or "Project Cancellation"	Both the parties must abide by all the terms/obligations/assurances/responsibilities agreed to in this agreement other than those explicitly relieved from due to the project cancellation. Both the parties shall remain liable for respecting and maintaining the copyrights, IP rights, confidential information owned the parties and the mutual non-solicitation agreement after the project cancellation.
	Delivery Date	The date by which the project must be delivered to the client; this date must stand automatically extended by the number of days which client takes in providing the content and **Project Credentials** as my be required to complete the project or to deliver the project or to publish the work done on the client's staging server or production server or the app stores.
	Estimates	Informal estimates for the SOW being discussed.
	Exclusive Rights	The Client owns perpetual exclusive worldwide license to use the project/product on a single/multiple domain name, and the Client owns rights to modify and enhance the project files as may be required to run his/her business in general. However, the Client is not allowed to reverse engineer any part of the solution which is delivered in compiled or encrypted format nor the Client is allowed to infringe the copyrights and IP rights owned by FATbit.
	FATbit Services	Services provided by FATbit, eg. Business Consultancy, Software Development, Web and Mobile Applications Design and Development, Marketing, Backend Support, Staffing etc.
	FATbit Products	Ready off the shelf solutions like YoKart, Growcer, YoCoach, YoRent, VivoCabs, VivoGigs, YoYumm etc.
	Project	The scope of work and deliverables covered within this agreement for which FATbit is being engaged.
	Project Credentials	Production Server Credentials, App Store Credentials, Login Info, Authorizations, Permissions, Directions, Collaboration, Introductions etc as may be required to Deliver the work to the Client, or to Publish on the Production Server or App Stores.
	Project Delivery	Delivery of the agreed project deliverables to the Client via electronic medium or via publishing the work performed over to the Staging Server or Production Server as may be instructed by the client.
	Project Info	Project Overview, business challenges being faced, solutions provided/developed to solve the business challenges, SDLC process followed, technologies used for the project.
	"Project Price" or "Project Value" or "Project Quotation"	The amount payable to FATbit after all the Taxes Deductible or any amounts to be withheld by the Client.
	Production Server	Server where Production Site is hosted. It's generally owned and managed by the Client unless Client has engaged FATbit to manage the production server

		as well.
	Production Site	URL where the work done must be transferred and is accessible to the target audience.
	Quotation	Formal estimates for the final SOW agreed.
	"Ready for Client Review"	Delivery/transfer of the work performed on staging or production server where client or the client team can review the work performed on the project.
	Sign Off	Acceptance of the deliverables by the client where by client accepts the deliverables completed and received in all terms be it quantity, scope of work, quality, timelines etc, which must not be disputed at any later date.
	Single Domain Non-Exclusive License (SDNEL)	License which grants a perpetual non-exclusive worldwide license to use the copy of the project/product on a single domain name, this license grants you rights to modify and enhance the project files as may be required to run your business in general. However, the Client is not allowed to reverse engineer any part of the solution which is delivered in compiled or encrypted format nor the Client is allowed to infringe the copyrights and IP rights owned by FATbit.
	SOW (Scope of Work)	Scope of work to be delivered as per this agreement. It may contain one or more of the following: - boundaries and assumptions for completion of the project - list of services to be delivered - list of solutions/products/hardware to be delivered - after sale services Any deviations from the assumptions, and any service or solution or product not specifically listed in the SOW must be termed as OUT OF SCOPE, hence separately billable under an additional SOW, which shall be governed by these terms and conditions.
	Staging Server	Server where Staging Site is hosted. It's generally provided by FATbit unless the Client wants FATbit to upload the Work In Progress and UAT copy on a server which is owned by the Client.
	Staging Site	Temporary URL(s) where FATbit uploads the work in progress until the client requests FATbit to transfer the files to the Client through online medium or any other mutually agreed medium. There can be multiple Staging Sites for different teams working on the project, for example, Design Team, Development Team, QC Team, UAT Team etc.
	Taxes Deductible	The taxes or deductions or any amount to be withheld by the Client as per the Tax Laws or any other applicable law in the respective country of the Client or the country where from the payments are being made.
	Timelines	Unless defined and agreed otherwise, timelines being shared along with the proposal are for Project Completion Stage 1. Please refer to the clause #10A for more details.
	"Third Parties" or "3rd Parties"	Any (individual or company or entity) who is not directly a party to this agreement but the execution of the Project is dependent on the timely performance and cooperation of this (individual or company or entity). Examples: - Hosting Provider - Domain Provider

		- Mail Service Provider - Payment Gateways - Any other aggregator or service provider whose application is to be integrated with the Project - Any other 3rd Party API or Software or Plugin integration - 3rd Party Quality Assurance Provider, if any engaged - 3rd Party Auditors, if any engaged - 3rd Party Service Provider, if any engaged - Any other 3rd Party whose participation is required in the completion of the project
	UAT Findings	The collection of documents, files, images, screenshots and screen recordings shared by the Client which contains the bugs, errors, objections and deficiencies found by the Client based on the gaps between the scope of work agreed and the project or milestone work submitted for the Client UAT. Should be shared in one go within 15 calendar days starting from the Project Completion or Project Delivery Date, whichever happens first.
	"Work Made For Hire"	The engagement model wherein the copyright and IP rights over the **Exclusive Rights** work performed by FATbit (the service provider) are owned by the Client. Deliverables must clearly define the items which are to be performed under "Work Made For Hire" engagement model. FATbit must not resell the material produced under this model.

4   Usage of FATbit Services / Products / Solutions

The Client agrees not to use the FATbit services/products delivered for any business which is harmful to the society or children or is illegal. Further the Client is fully responsible for all and any content published/distributed or allowed to be published/ distributed through the Client's website whether hosted on servers owned/maintained by FATbit or by the Client himself. Client must execute best possible precautionary and security measures to restrict any illegitimate use of the services/solutions procured from FATbit.

5   Quotations

The price quoted to the client is for the SOW agreed in the proposal document only. Should the client decide that changes are required after the project work has been initiated, then FATbit will provide a separate quote for the additional work and may need to review the timelines for completing the project. Estimates and Quotations presented are valid for maximum one month unless otherwise agreed.

6   Time Estimates

The Client agrees that stipulated timelines cannot be met if the project scope is changed by the client once the project scope document is finalized. The Client agrees not to change the requirements without extending the original agreed timelines by minimum 1 week against each change request.

7   Share in profits from business or sale of business

After the client makes the agreed payments for the project and all additional works if any ordered, FATbit will not claim any share in client's profits from business or from sale of business to some other company.

8   Examples of work

	FATbit retains the right to list/display the Client Info and the Project Info in its respective portfolios and promotion materials. This overrides all previous agreements and NDAs signed. Client agrees to it and authorizes FATbit for the same.
9	# Dependencies on 3rd parties
	No penalties can be invoked if the project completion and/or delivery is delayed due to the dependencies on 3rd parties. The **Client** must make all required arrangements and coordinate with the third parties to compel them to finish their part of the job/commitments timely with acceptable level of quality.
10A	# Project Completion – Stage 1
	The Project or the part of the project must be marked as completed in any of the following cases: a. The work done has been submitted to the Client for the Final Client UAT. UAT findings must be reviewed by FATbit vis-a-vis the agreed scope of work and worked on accordingly. b. The Client or the Authorized Client Representative or the Client Team has not shared the UAT findings for 15 calendar days after the project or part thereof was submitted for the **Client Review/Client UAT.** c. The project has been marked accepted or delivered. Please refer to 10B and 10C.
10B	# Project Acceptance – Stage 2
	The Project or the part of the project must be marked as accepted in any of the following cases: a. The Client or the Authorized Client Representative has shared the acceptance of the project or part thereof in writing. b. The Client or the Authorized Client Representative or the Client Team has not shared the UAT findings for 15 calendar days after the project or part thereof was submitted for the **Client Review/Client UAT.** c. Previous milestone/phase or the work submitted for **Client Review/Client UAT** must be deemed accepted by the Client if FATbit has been given go ahead to execute the next milestone/phase work. d. When the Client is ordering any new work/change requests/additional requirements then the client accepts that the previous work has been delivered within the acceptable timelines and the Client must not claim any penalties for the delay.
10C	# Project Delivery – Stage 3
	The project must be marked as delivered in any of the following cases: a. The Project Files have been delivered to the client via online transfer or the Project Files have been uploaded on a specific location/destination/server provided by the Client. b. The Project Files and/or the Apps have been moved/published on a specific server/app store as instructed by the Client. c. The Client or the Authorized Client Representative has shared a Sign Off Letter/Document or any other document which is equivalent to the Sign Off wherein the deliverables have been accepted as duly completed in all respects.
11A	# Free Technical Support
	Free Tech Support starts from the date of Project Delivery and it is not applicable where FATbit team has been hired to work as per "Agile Engagement Model" (where complete Project SOW has not been pre-agreed). 1 Year Free Technical Support must be provided as per the following terms agreed.

	a. FATbit provides 1 year free technical support for following kind of issues only:
	    i. Scripting/programming errors/bugs
	    ii. Logical Bugs/Calculation related errors/bugs
	    iii. Connection errors/API Integration Errors
	
	b. Above support is not available if the errors/bugs arise due to any external entity **or Third Party**. Examples:
	    i. Server or software or application or extension downgrades or upgrades
	    ii. Edits done in the code/scripts delivered by any external entity/person/professional
	    iii. Operating System or Browser Version Downgrades/Upgrades
	    iv. Any other factor which is not directly related to any deficiency at the end of FATbit
	
	c. Above support is not available for following kind of instances, unless otherwise specifically covered in the scope of work and/or deliverables:
	    i. Training for using the software/solutions delivered
	    ii. General enquiries/questions related to any particular features of the software/solution delivered
	    iii. Cosmetic updates and/or UI/UX updates
	    iv. Enhancements or modifications in the default features/functional logics of the software/solutions delivered.

11B	**Site maintenance**
	After the project has been published on the client's server, unless otherwise agreed in writing- following services will be separately billed: a. Content updates b. Refinements and logical tweaks to the website, which were not planned/approved by client earlier. c. Content presentation and design updates that were not planned/approved by client earlier.
12	**Photography and graphics**
	Both the parties agree to abide by the following terms: a. Unless otherwise agreed - Stock Images used for creating any banner or promotion graphic or animation are not part of the project deliverables, Client must purchase the license to use the stock images from respective 3rd parties at his/her own cost. b. FATbit may use stock photographs and images while creating the website. Images and graphics purchased from stock libraries are not generally included in the quote and will be invoiced separately. c. At request of the Client - FATbit will keep the client updated about the stock images being used and the cost involved before raising the invoice. d. Images used by FATbit for product demos must not be used by the client unless the client has purchased the usage rights for those images. Client must be fully responsible for violation of any 3rd party copyright. e. Images delivered by FATbit along with a bundled software/solution/script are for Demo Purpose only and must not be used for commercial purpose. Client should contact FATbit for more information about the price of those images if the Client wishes to use those images for

	commercial purpose OR Client should replace the default images with the images owned by the Client.
13	**Browser compatibility**
	FATbit makes every effort to design pages that work flawlessly on most popular current browsers i.e. latest version of Edge/FireFox/Chrome released on the date of project agreement. However, FATbit cannot be held responsible for pages that do not display acceptably in newer versions of browsers released after pages have been designed. Internet Explorer is an outdated browser and hence FATbit does not design for IE users. FATbit recommends using latest version of Chrome or Firefox instead of older versions of Microsoft Internet Explorer. **FATbit can work on improving UI/UX for older versions of Internet Explorer for an additional charge.**
14	**Search Engine Submission**
	Following services are not part of the project unless agreed otherwise in writing: a. Submission of websites on different search engines. b. Securing good ranking of your website on different search engines. c. Search Engine Optimization – On Page/Off Page.
15	**Content Publishing and Responsibilities**
	After **FATbit** has delivered the project to the client, the Client is solely responsible for the content/information/images posted on his website or application delivered. If there is any error or omission by FATbit team while uploading/posting the content/information/images on the Client's website, FATbit will correct it if reported to the FATbit or FATbit representatives or allocated Point of Contact.
16	**Client Content – Ownership and Responsibilities**
	The **Client Content, including any end-user data generated by Client's product, and** material supplied by the **Client**, must remain the **Client's** property. **FATbit** rightfully believes that this material belongs to the **Client** and that it does not breach any copyright laws. Under no circumstances shall **FATbit** be held responsible for any claims, damages, and loss of profit or reputation caused to the Client due to the use of material provided by the **Client**.
17	**Domain names**
	Domain names booked by **FATbit** on behalf of the **Client**: a. **FATbit** provides domain name consultancy if required. Domain names registered by **FATbit** on the **Client**'s behalf are property of **FATbit** until the **Client** has paid for the domain booked and any fee involved. b. **FATbit** agrees to transfer such domains to the **Client** or his/her agent when asked to do so provided that all accounts have been settled. Domains booked and owned by the **Client** are not subject to this term. Clause #17 applies only to those domains that are booked by **FATbit** upon the request of the **Client**.
18	**Travel Time and Expenses**
	Travelling time to and from the client premises is not generally included in our estimate. If a visit/travel is required for meeting, the client will bear all the expenses or as agreed by both the parties.
19	**3rd Party Add-ons/services/applications**

	All third-party costs arising from the registration of a domain name/purchase of third-party utilities/services must be met by the Client and are payable to FATbit Technologies or 3rd party directly before a formal application for registration is made. Examples of 3rd party fees are as under: a. Domain Names b. Server Space Hosting Fees c. SSL Certificates d. Backup Services e. 3rd Party APIs, if any, required by 'Client' to be integrated with the work ordered. f. 3rd Party Plugins/Scripts/Applications/Software/Widgets/Services, if any, required by 'Client' to be integrated with the work ordered. g. Payment Gateways Signup and Recurring Fees
20	**Mode of Payments accepted by FATbit**
	a. Clients Based Outside India: International Wire Transfers, Credit Card/PayPal via 2Checkout payment gateway. b. Clients Based in India: NEFT, RTGS or Physical Cheques mailed to our office address. c. Payments for packages/services other than covered under Startup Package and GoQuick Packages should be made via Wire Transfer only.
21	**Payment Terms**
	a. Payment plan is agreed between the **Client** and **FATbit** based on the milestones. b. Payment must be due within **14 days** of the invoice date unless the due date specifically mentioned in the Invoice. c. Full publication of the website/technical work will only take place after full payment has been received in our account unless otherwise agreed in writing. d. Any material previously published may be removed if payment is not received within the due date. When this occurs, a minimum charge of $250 USD will be charged to have the site restored. e. Accounts that have not been settled within due date will incur a late payment charge of $100 USD or 1% of the Invoiced Amount (whichever is higher), for each week delayed. f. In case of delay in payments beyond the due date, **FATbit** reserves the right to stop the work being commenced and the **Client** agrees to exempt **FATbit** from meeting the timelines agreed. g. The Client agrees that if any payment is delayed beyond 60 days, the Client will remove all unpaid items and its copies from production, staging and public environment and shall not use the unpaid items/work for any commercial or non-commercial purpose.
22	**Cancellation**
	Both the parties reserve the right to cancel the project at any stage. a. In case the **Project** is cancelled by the **Client**, the payments made for the project can be refunded to the **Client** after deducting the upfront payment amount received for Initiation of the project and the other payments received against the milestones completed. b. In case the **Project** is cancelled by **FATbit**, the payments made for the project can be refunded after deducting USD 15 per hour for the **Billable Hours** spent on the work performed for the **Client** including but not limited to the time spent on project discussion, requirements gathering, project planning & documentation, project initiation and execution. After the payments are settled between the two parties – FATbit must transfer to the **Client** - all the documents, designs and scripts produced for the **Project**.

	c.	**30 days money back guarantee: FATbit** offers "30-Days Money-Back Guarantee" to ensure customer satisfaction and mutual trust. If for any reason the **Client** wishes to discontinue using the Product, within a month of the purchase, **FATbit** will issue a refund within 24-48 hours after deducting 4% payment gateway transaction fee and USD 18/hour for the **Billable Hours** spent on the **Project**. (This guarantee is specifically for GoQuick/Start-Up Package orders for our ready solutions. *Start-Up package is available only for Yo!Kart). After project/order cancellation/refund issued, FATbit reserves all rights to take down the website and/or apps published/delivered on the Client's provided server and/or the apps store accounts. Client is responsible to keep a backup of the data published on the website/server, FATbit must not be held responsible for any data/files lost.
23.A		**Penalty Clause**
	a.	**Penalties applicable on FATbit:** FATbit agrees to complete the Milestone(s) as per the SOW agreed to, within the agreed timeline. If there is the delay in completion of the **Milestone, FATbit** agrees to the penalty of **1%** of the Milestone price for each week delayed. If the FATbit delays the **Milestone(s)** completion by more than 8 weeks, then the **Client** can request for cancellation of the project and seek the full refund for the currently in progress milestone work, however, the refund amount must not exceed the originally agreed price of the Cancelled Milestone(s) SOW.

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i. Penalties for delay must be applicable only on the currently in progress milestone work; if the Client has made a payment for a milestone the respective milestone and all previous milestones must be marked as completed and should be out of the penalty clause.

ii. Penalty - Delay Period should exclude the calendar days between the date when the project/work was submitted to the client for the Client UAT and the date when the Client submits the UAT Findings.

iii. Penalty Amount/Refund applicable must be adjusted against/out of the pending amount owed by the client towards FATbit/AblySoft and any remaining amount must be refunded to the client via wire transfer or PayPal or any other mode of payment as per mutual agreement.

iv. Once the refund has been issued, the **Project or the cancelled portion/milestone** must be marked cancelled and **FATbit** must be relieved from all liabilities towards the **Client** and the **Client** must not make any claims, objections, demands from **FATbit** for any loss or damages incurred at his/her end due to the delay. **FATbit** must own all rights on the cancelled project and/or the cancelled portion/milestone including designs, scripts, documents, other outputs and elements created for the **cancelled work** and the **Client** must not use any of the work, scripts, designs, documents already delivered but cancelled. The **Client** must be liable to pay full price of the cancelled work in case the **Client** uses or copies any piece of the including design, script, elements and documents produced by **FATbit** for the **Project**.
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Responsibilities applicable on Client: Client should provide all comments, feedbacks, suggestions about the project scope during the Detailed Project Scope Documentation phase; subsequently any changes or modifications or enhancements done to the project scope would be additionally chargeable with or without delivery timelines revision. And if there are changes which are accepted by FATbit without additional charge, timeline should extend by the number of days required to implement those additional non-billable items.
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	i. Client should make payments as per the agreed payment terms, else FATbit should be exempt from meeting the timelines agreed to, and will not be liable to any kind of penalties for the delay in delivery of the project. ii. Client should provide his feedback on the work submitted for their review within 15 calendar days, if there is a delay from client side in providing feedback on the work submitted for their review, FATbit should be exempt from meeting the timelines agreed to, and will not be liable for any kind of penalties for the delay in delivery of the project. Days taken by the Client in providing the feedback must be added to the agreed timelines related to the project/milestone completion and delivery. iii. If Client changes the functional requirement(s) in the scope of work, Client understands and accepts that additional cost and working days will be added to the project, hence the project delivery timeline will need to be revised.
23.B	**Exceptions to the Penalty Clause**

	Following are the Exclusions/Exceptions when the Client is not allowed to invoke any kind of penalties and FATbit can't be held responsible for the delays. Any extension of a timeline due to Client's delay shall be extended by the number of days Client delays providing the necessary details to publish the work done.
	
	a. In case of Web and Mobile Application Projects:
	   i. Change requests have been submitted by the client/client team; project delivery timeline must be deemed extended accordingly.
	   ii. Client has not provided the server details and other **Project Credentials** to publish the work done
	   iii. Project has been setup/published at the staging server or production server and the Client or the Client Team or the Client Representative(s) is/are reviewing the work done and/or doing the content publishing.
	   iv. As per the terms agreed the Client should review the work done/project being delivered at the Staging Server; the Client is reviewing the work done after the web/mobile apps have been published at the Client's server and the Client is sharing list of modifications/tweaks/errors required to be worked on.
	b. In case of Mobile Application Projects:
	   i. The Client is taking time in sharing the required **Project Credentials** for publishing the apps on the app stores.
	   ii. FATbit has delivered the app to the Client and the Client needs some days/weeks to do the content publishing so that app does not get rejected by the app stores due to policy implications.
	c. In case the Client has hired a team with work based on Agile Process without pre-agreed scope of work.
	d. Unless otherwise explicitly agreed as SOW (Scope of work), penalties are not applicable for any delay caused due to requirements/features/design being requested is subjective to the taste, feelings, preferences, opinions, culture, understanding and personality of different users or group of users or stake holders.

24	**Delayed Response From the Client Side**
	Unreasonable delays from the **Client** side in providing the required feedback/information/data to finish the **Project** must exempt **FATbit** from meeting the timelines mentioned in the **Quotation**. In case the

	Client does not provide requested details/data/information for more than 15 working days, the **Client** authorizes **FATbit** to forfeit the payments made towards the Project. In case, during the project duration, the **Client** does not maintain communication with **FATbit** for more than 15 calendar days, the **Client** agrees that the **Project** must be deemed as received and accepted by the **Client**, and the **Client** further authorizes FATbit to mark the project completed and invoice the client for remaining un-invoiced amount as per the total project price agreed. However, the **Client** can instruct **FATbit** to put project on hold provided: a. the **Client** agrees to pay project resumption fee of USD 1,000 or 25% of the total project price, whichever is higher. b. 'on-hold' period does not exceed 2 calendar months c. the **Client** agrees that when the project work is resumed, the professionals attached to the project (Project Team Structure) may be different from originally agreed one. d. the **Client** agrees to pay this project resumption fee every time a project is being put 'on-hold'.
25	**Escalation**
	FATbit ensures you get right assistance to resolve issues in a timely manner. If your concerns are not entertained to your satisfaction, you can escalate critical issues to higher level of management. You may follow the below-mentioned escalation matrix to avoid any delay or discomfort in the event of dissatisfaction. a. First Level Escalation: In case of delay in project timelines or unsatisfactory response from your associated Project Manager/Business Analyst, You may escalate your case to Pranav Jain – Account Manager (pranav.jain@fatbit.team) OR Shekhar Sharda – Team Lead Business Analyst (shekhar.sharda@fatbit.com) OR Jaspreet Bajwa – AVP: Clients Management (jaspreet.singh@fatbit.com) and expect a response within next 2 working days. b. Final Escalation: If you don't receive a satisfactory solution from any of the team members following the first level of escalation, or haven't received a reply within 5 business days after submitting your Feedback/Query/Complaint, you may escalate your case to our VP Projects Delivery and Processes Rohit Kapoor (rohit.kapoor@fatbit.com). Rest assured that immediate action will be taken.
26	**Copyright/Ownership Rights:**
	Unless otherwise agreed in writing, **FATbit** must retain the copyright and IP rights for all material, including design, artwork and the source code, created for the **Client** by **FATbit**. However, as per the agreed terms client owns rights on following items: a. Client Content b. Work Made For Hire c. Work to be delivered with Exclusive Rights If the project is being done on Single Domain License basis, Client owns the rights to use the system only on designated domains and the **Client** should take reasonable care of the system files to restrict un-authorized access of the system scripts/source code delivered.
27	**Ownership of Code and Intellectual Property Rights**

Unless otherwise agreed, **FATbit** is the owner of the source code and the intellectual property rights and reserves the right to reuse the code for other projects. Following terms must be applicable and obliged:

   a. The **Client** must not create un-authorized copies of any Software/Scripts/Designs/File/Document/Information delivered to the **Client** by **FATbit**;
   b. The **Client** must not access and/or share and/or transfer any Software/Products/information/document owned by **FATbit** unless authorized to do so.
   c. The **Client** must not reverse engineer any software/script/application owned by FATbit.
   d. The **Client** must not make any Software/Document/File/Information available to any third party in any manner, nor may Client use such works to provide services to any third party unless explicitly agreed otherwise in writing. However, the Client is authorized to make the solution accessible to its target customers, vendors, affiliates, other authorized users of the solution as a web application and/or mobile application.
   e. In the event that the **Client** breaches any of terms specified in this clause, the **Client** hereby authorizes any court of competent jurisdiction in India or outside India to pass the judgment against the **Client** for and in the amount of USD 100,000 (USD Dollar One Hundred Thousand) for each default, as provided in the afore mentioned paragraphs, together with costs of suit and the cost of attorney incurred by **FATbit** for recovery of above compensation/damages from the **Client**. These damages/compensation allowed must be considered as interim relief to **FATbit** and **FATbit** must have the liberty to claim higher amount as compensation for the direct/indirect damages and **FATbit** may pursue criminal proceedings as well.
   f. Notwithstanding anything stated in this agreement, provided there are no outstanding payments and there are no outstanding disputes with respect to any agreed terms in this agreement, the Client is being granted non-exclusive, worldwide, transferable and perpetual license to use the Solution/Project delivered for running any legit business as per the applicable laws in their respective countries of operation. And the Client may create and share copies of the software/scripts/documents/materials purchased from FATbit for the purpose of including, but not limited to, backups, code repository, quality assuring, modifying, and/or enhancing the project files, including with 3rd parties, as long as the Client keeps the copies in non-production environment and is not accessible or shared with any person or 3rd party without having an agreement with those persons and 3rd parties to respect and oblige the confidentiality and copyrights owned by FATbit

28	**Termination of the agreement**
	If either party terminates this Agreement for any reason, the parties will continue to perform all of their respective obligations with respect to the confidentiality, non-solicitation, Copyrights and IP Rights owned by the other party.
29	**Single Domain License**
	Unless otherwise agreed, client agrees to setup the scripts delivered only on one production domain/sub-domain (accessible to public or the end users of the application), two sub-domains for development or testing environment (wip.yourdomain.com and test.yourdomain.com) and localhost. However, if the **Client** wish to run same website on different domain/sub-domain, then the **Client** has to purchase separate license for each domain/sub-domain.

   a. No license would be required for Add-on Domains that will point to the main domain where this system will be implemented. All add-on domains will be forwarded to the main domain from the hosting server and no additional license would be required for these domains.

	b. For every new domain or sub-domain, the **Client** has to buy a separate license. c. Additional sub-domain licenses for development or testing environment can be purchased at USD 500 per domain/sub-domain)
30	## License Validity Period
	Limited period license is issued initially. After 6 months from the date of full payment, life time license is issued. Feel Free to contact FATbit Support Team, in case your license has expired and payment has been made in full, such issues will be resolved on highest priority.
31	## No recurring costs of license
	There is no renewal/recurring license fee. However, if client wishes to run same website on different domain or sub domain, then client has to purchase separate license for each domain or sub domain.
32	## Use of encrypted files
	Unless otherwise agreed, FATbit can use own framework (code library in encrypted format) for web applications development for making source code of our intellectual property/scripts secure from other programmers; faster turnaround time; and bug free application development. Client will be provided with detailed documentation for using framework (code library functions). With the help of documentation provided, other programmers can modify the website functionality. FATbit framework is collection of functions related to Database Manipulation, Images/Files Management, Paging, and Form Builder etc. which looks like PHP Functions but have different syntax than default PHP functions. Other willing and efficient PHP programmers can learn and practice these functions/framework within a few days/weeks as per their own learning pace.
33	## Mutual Non-Solicitation of Employees
	During the period starting on the Effective Date of this agreement and ending five years after the termination or expiration of this agreement (the "Non-Solicitation Period"), neither party will directly or indirectly, on its own behalf or in the service or on behalf of others, in any capacity induce or attempt to induce any officer, director, or employee to leave the other party.
34	## Single Point of Contact and Authorized Person
	The Client has appointed…………………………………….. email ID ………………………………. Phone Number…………………………as Single Point of Contact for managing this project on behalf of the Client. The Client has appointed…………………………………….. email ID ………………………………. Phone Number…………………………as the Authorized person for handling conflicts, signing the agreements and signing other documents on behalf of the Client. Either Party's point of contact may change by providing written notice to the other party of the new contact.
35	## General Terms
	a. Notwithstanding anything stated in this agreement, FATbit and Client must not be liable to the the other Party or any third party for any lost profits, lost savings or other incidental or punitive damages arising out of either Party's breach of this Agreement, even if the Party has been advised of the possibility of such damages. b. Despite the best efforts of FATbit, errors in web page information may occur. At no time will FATbit be held responsible for accidentally including erroneous information, extending beyond

	correcting the error.
	c. Should the Parties waive any of these terms on an individual basis, this must not affect the validity of remaining clauses or commit either Party to waive the same clause on any other occasion.
	d. By agreeing to these terms and conditions, statutory rights of the parties to this agreement are not affected.
	e. Any modification to this Agreement must be signed in writing by both Parties.

The Client (Contact Details/Address/Signature)		FATbit (Contact Details/Address/Signature)	
Contact Name		Contact Name	Manish Bhalla
Designation		Designation	CEO/Director
Business Name		Business Name	FATbit Technologies/Ably Soft Pvt Ltd
Business Address		Business Address	Plot 268, JLPL Industrial Area, Mohali, Punjab, India
Signature		Signature	
Date		Date	