



**Absolve Tech - Terms and Conditions**

1	<b>CONTRACT</b>	
	<p><b>Absolve Tech</b> is in the business of providing Consultancy and allied Services on Computer based Information Technology, to its clientele, including any affiliates, subsidiaries, divisions of <b>Absolve Tech</b>'s clients and customers (hereinafter referred to as "<b>Absolve Tech Customers</b>") and <b>Absolve Tech</b> is in the business of producing Softwares, Designs, Software Planning Documents/Diagrams, Marketing and Creative works for its Customers – whether copyrightable/patentable or not (hereinafter referred to as "Product" or "Products").</p> <p><b>Client</b> (.....) <b>through its authorized representative</b> .....) has contacted Absolve Tech for purchasing Absolve Tech services/products.</p> <p>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.</p>	
2	<b>Acceptance of the terms and conditions</b>	
	The client's approval for work to commence must be deemed a contractual agreement between the <b>Client</b> and <b>Absolve Tech</b> . The acceptance of terms and conditions can be through	
3	<b>Definitions</b>	
	<b>"Assumptions"</b>	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 Absolve Tech 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.
	<b>"Authorized Representative of the client" or "Authorized Client Representative"</b>	Person authorized to complete any and/or all legal formalities on behalf of the client. Absolve Tech 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.
	<b>"Authorized Representative of Absolve Tech" or "Authorized Absolve"</b>	Person authorized to complete any and/or all legal formalities on behalf of Absolve Tech. Client believes that the authorized person representing Absolve Tech has procured all the legal authorizations from Absolve Tech for negotiating the terms and signing the agreements/documents/sign off documents as may be required time to time.



	<b>TechRepresentative</b> ”	
	<b>Client</b>	The client who is engaging Absolve Tech for purchasing its products or services. Client includes the owner of the client business, directors, authorized representative(s) and Client Team.
	<b>Client Content</b>	Logos, Information, textual content, graphics, images, documents, artwork, products data, services info etc provided by the client to Absolve Tech in relation to the services being sourced from Absolve Tech.
	<b>Project Credentials</b>	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.
	<b>Client Info</b>	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)
	<b>Client Team</b>	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.
	<b>“Client Review” or “Client UAT”</b>	Review of the project work ‘Ready for Client Review’ by the Client Team.
	<b>“Completion” or “Project Completion”</b>	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 Completion of free maintenance time. There will not be any change request after this. Only bug fixes will be accepted.



	<b>Estimates</b>	Informal estimates for the SOW being discussed.
	<b>Exclusive Rights</b>	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 anypart of the solution which is delivered in compiled or encrypted format northe Client is allowed to infringe the copyrights and IP rights owned byAbsolve Tech.
	<b>Absolve Tech Services</b>	Services provided by Absolve Tech, eg. Business Consultancy, Software Development, Web and Mobile Applications Design and Development, Marketing, Backend Support, etc.
	<b>“Project Price or Project Value” or “Project Quotation”</b>	The amount payable to Absolve Tech after all the Taxes Deductible or any amounts to be withheld by the Client.
	<b>Project</b>	The scope of work and deliverables covered within this agreement for which Absolve Tech is being engaged.
	<b>Project Delivery</b>	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.
	<b>Project Info</b>	Project Overview, business challenges being faced, solutions provided/developedtosolvethethebusinesschallenges,SDLCprocessfollowed , technologies used for the project.
	<b>Production Server</b>	Server where Production Site is hosted. It’s generally owned and managed by the Client unless Client has engaged Absolve Tech to manage the production server as well.
	<b>Production Site</b>	URL where the work done must be transferred and is accessible to the target audience.



	<b>Quotation</b>	Formal estimates for the final SOW agreed.
	<b>“Ready for Client Review”</b>	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.
	<b>Single Domain Non-Exclusive License (SDNEL)</b>	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 Absolve Tech.
	<b>SOW (Scope of Work)</b>	<p>Scope of work to be delivered as per this agreement. It may contain one or more of the following:</p> <ul style="list-style-type: none"><li>- boundaries and assumptions for completion of the project</li><li>- list of services to be delivered</li><li>- list of solutions/products/hardware to be delivered</li><li>- after sales services</li></ul> <p>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 at a reasonable price.</p>
	<b>Staging Server</b>	Server where Staging Site is hosted. It's generally provided by Absolve Tech unless the Client wants Absolve Tech to upload the Work In Progress and UAT copy on a server which is owned by the Client.
	<b>Staging Site</b>	Temporary URL(s) where Absolve Tech uploads the work in progress until the client requests Absolve Tech 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.



	<b>Sign Off</b>	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.
	<b>“Third Parties” or “3<sup>rd</sup> Parties”</b>	Any person (individual or company or entity) which is not directly a party to this agreement but the execution of the Project is dependent on the timely performance and cooperation of this person. Examples: <ul style="list-style-type: none"><li>- HostingProvider</li><li>- DomainProvider</li><li>- Mail ServiceProvider</li><li>- PaymentGateways</li><li>- Any other aggregator or service provider whose application is to be integrated with theProject</li><li>- Any other 3<sup>rd</sup> Party API or Software or Pluginintegration</li><li>- 3<sup>rd</sup> Party Quality Assurance Provider, if anyengaged</li><li>- 3<sup>rd</sup> Party Auditors, if anyengaged</li><li>- 3<sup>rd</sup> Party Service Provider, if anyengaged</li><li>- Anyother3<sup>rd</sup>Partywhoseparticipationisrequiredinthecompletion of the project</li></ul>
	<b>Taxes Deductible</b>	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.
	<b>UAT Findings</b>	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. Shouldbesharedinonegowithin30calendardaysstartingfromtheProject Completion or Project Delivery Date, whichever happens first.
	<b>“Work Made For Hire”</b>	The engagement model wherein the copyright and IP rights over the <b>Exclusive Rights</b> work performed by Absolve Tech (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. Absolve Tech must not resell the material produced under this model.



<b>4</b>	<b>Usage of Absolve Tech Services / Products / Solutions</b>
	<p>The Client agrees not to use the Absolve Tech 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 Absolve Tech 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 Absolve Tech.</p>

<b>5</b>	<b>QUOTATION</b>
	<p>1) 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 Absolve Tech 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.</p>
<b>6</b>	<b>Time Estimates</b>
	<p>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.</p>
<b>7</b>	<b>Share in profits from business or sale of business</b>
	<p>After the client makes the agreed payments for the project and all additional works if any ordered, Absolve Tech will not claim any share in client's profits from business or from sale of business to some other company.</p>
<b>8</b>	<b>Examples of work</b>



	<p>Absolve Tech 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 Absolve Tech for the same.</p>
<b>9</b>	<b>Dependencies on 3<sup>rd</sup> parties</b>
	<p>No penalties can be invoked if the project completion and/or delivery is delayed due to the dependencies on 3<sup>rd</sup> parties. The <b>Client</b> 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.</p>
<b>10A</b>	<b>Project Completion – Stage 1</b>
	<p>The Project or the part of the project must be marked as completed in any of the following cases:</p> <ul style="list-style-type: none"><li>a. The work done has been submitted to the Client for the Final Client UAT. UAT findings must be reviewed by Absolve Tech vis-a-vis the agreed scope of work and worked on accordingly.</li><li>b. The Client or the Authorized Client Representative has shared the acceptance of the project or the part thereof in writing.</li><li>c. The Client or the Authorized Client Representative or the Client Team has not responded for 15 calendar days after the project or part thereof was submitted for the <b>Client Review/Client UAT</b>.</li><li>d. The Client or the Authorized Client Representative instructed Absolve Tech to transfer the files to the client via online transfer or upload/publish the work performed on a specific location/destination/server provided by the Client.</li><li>e. The project has been marked accepted or delivered. Please refer to 10B and 10C.</li></ul>
<b>10B</b>	<b>Project Acceptance – Stage 2</b>



	<p>The Project or the part of the project must be marked as accepted in any of the following cases:</p> <ul style="list-style-type: none"><li>a. The Client or the Authorized Client Representative has shared the acceptance of the project or part thereof in writing.</li><li>b. The Client or the Authorized Client Representative or the Client Team has not responded for 15 calendar days after the project or part thereof was submitted for the <b>Client Review/Client UAT</b>.</li><li>c. Previous milestone/phase or the work submitted for <b>Client Review/Client UAT</b> must be deemed accepted by the Client if Absolve Tech has been given go ahead to execute the next milestone/phase work.</li><li>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.</li></ul>
<b>10C</b>	<b>Project Delivery – Stage 3</b>
	<p>The project must be marked as delivered in any of the following cases:</p> <ul style="list-style-type: none"><li>a. if 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.</li><li>b. If the Project Files have been moved/published on a specific server/app store as instructed by the Client.</li><li>c. If 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.</li></ul>
<b>11</b>	<b>Free Technical Support</b>
	<p><b>Free Tech Support starts from the date of Project Completion or Project Acceptance or Project Delivery, whichever happens first and it is not applicable where Absolve Tech team has been hired to work as per Agile Processes (where complete Project SOW has not been pre-agreed). 1 Year Free Technical Support must be provided as per the following terms agreed.</b></p> <ul style="list-style-type: none"><li>a. Absolve Tech provides 1 year free technical support for following kind of issues only:<ul style="list-style-type: none"><li>i. Server side scripting/programming errors/bugs</li><li>ii. Logical Bugs/Calculation related errors/bugs</li><li>iii. Connection errors/API Integration Errors</li></ul></li></ul>





	<p>b. Above support is not available if the errors/bugs arise due to any external entity or <b>Third Party</b>. Examples:</p> <ul style="list-style-type: none"><li>i. Server or software or application or extension downgrades or upgrades</li><li>ii. Edits done in the code/scripts delivered by any external entity/person/professional</li><li>iii. Operating System or Browser Version Downgrades/Upgrades</li><li>iv. Any other factor which is not directly related to any deficiency at the end of Absolve Tech</li></ul> <p>c. Above support is not available for following kind of instances, unless otherwise specifically covered in the scope of project and/or deliverables:</p> <ul style="list-style-type: none"><li>i. Training for using the software/solutions delivered</li><li>ii. General enquiries/questions related to any particular features of the software/solution delivered</li><li>iii. Cosmetic updates and/or UI/UX updates</li><li>iv. Enhancements or modifications in the default features/functional logics of the software/solutions delivered.</li></ul>
<b>12</b>	<b>Site maintenance</b>
	<p>After the project has been published on the client's server, unless otherwise agreed in writing - following services will be separately billed:</p> <ul style="list-style-type: none"><li>a. Content updates</li><li>b. Refinements and logical tweaks to the website, which were not planned/approved by client earlier.</li><li>c. Content presentation and design updates that were not planned/approved by client earlier.</li></ul>
<b>13.</b>	<b>Photography and graphics</b>
	<p>Both the parties agree to abide by the following terms:</p> <ul style="list-style-type: none"><li>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.</li><li>b. Absolve Tech 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.</li><li>c. At request of the Client - Absolve Tech will keep the client updated about the stock images being used and the cost involved before raising the invoice.</li><li>d. Images used by Absolve Tech 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</li></ul>



	<p>responsible for violation of any 3rd party copyright.</p> <p>e. Images delivered by Absolve Tech along with a bundled software/solution/script are for Demo Purpose only and must not be used for commercial purpose. Client should contact Absolve Tech 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.</p>
<b>14</b>	<b>Browser Compatibility</b>
	<p><b>Absolve Tech</b> makes every effort to design pages that work flawlessly on most popular current browsers i.e. latest version of IE/FireFox/Chrome released on the date of project agreement. However, Absolve Tech cannot be held responsible for pages that do not display acceptably in newer versions of browsers released after pages have been designed. IE11 and older IE versions are outdated browsers and hence Absolve Tech does not design with them in mind. Absolve Tech recommends using latest version of Chrome or Firefox instead of older versions of Microsoft Internet Explorer. Absolve Tech can work on improving UI/UX for older versions of Internet Explorer for an additional charge.</p>
<b>15</b>	<b>Search Engine Submission</b>
	<p>Following services are not part of the project unless agreed otherwise in writing:</p> <ul style="list-style-type: none"><li>a. Submission of websites on different search engines.</li><li>b. Securing good ranking of your website on different search engines.</li><li>c. Search Engine Optimization – On Page/OffPage.</li></ul>
<b>16</b>	<b>Content Publishing and Responsibilities</b>
	<p>After <b>Absolve Tech</b> 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 Absolve Tech team while uploading/posting the content/information/images on the Client's website, Absolve Tech will correct it if reported to the Absolve Tech or Absolve Tech representatives or allocated Point of Contact.</p>
<b>17</b>	<b>Client Content – Ownership and Responsibilities</b>



	<p>The <b>Client Content</b>, material supplied by the <b>Client</b>, must remain the <b>Client's</b> property. <b>Absolve Tech</b> rightfully believes that this material belongs to the <b>Client</b> and that it does not breach any copyright laws. Under no circumstances shall <b>Absolve Tech</b> be held responsible for any claims, damages, and loss of profit or reputation caused to the <b>Client</b> due to the use of material provided by the <b>Client</b>.</p>
<b>18</b>	<b>Domain Names</b>
	<p>Domain names booked by <b>Absolve Tech</b> on behalf of the <b>Client</b>:</p> <ul style="list-style-type: none"><li>a. <b>Absolve Tech</b> provides domain name consultancy if required. Domain names registered by <b>Absolve Tech</b> on the <b>Client's</b> behalf are property of <b>Absolve Tech</b> until the <b>Client</b> has paid for the domain booked and any fee involved.</li><li>b. <b>Absolve Tech</b> agrees to transfer such domains to the <b>Client</b> or his/her agent when asked to do so provided that all accounts have been settled.</li></ul> <p>Domains booked and owned by the <b>Client</b> are not subject to this term. Clause #17 applies only to those domains that are booked by <b>Absolve Tech</b> upon the request of the <b>Client</b>.</p>
<b>19</b>	<b>Travel Time and Expenses</b>
	<p>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.</p>
<b>20</b>	<b>3rd Party Add-ons/services/applications</b>
	<p>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 Absolve Tech Technologies before a formal application for registration is made. Examples of 3rd party fees are as under:</p> <ul style="list-style-type: none"><li>a. DomainNames</li><li>b. Server Space HostingFees</li><li>c. SSLCertificates</li><li>d. BackupServices</li><li>e. 3rd Party APIs, if any, required by 'Client'to be integrated with the work ordered.</li><li>f. 3rd Party Plugins/Scripts/Applications/Software/Widgets/Services, if any, required by 'Client' to be integrated with the workordered.</li><li>g. Payment Gateways Signup and RecurringFees</li></ul>



<b>21</b>	<b>Mode of Payments accepted by Absolve Tech</b>
	<ul style="list-style-type: none"><li>a. Clients Based Outside India: International Wire Transfers, PayPal (The PayPal Fee will be paid by the client)</li><li>b. Clients Based in India: NEFT, RTGS or Physical Cheques mailed to our office address.</li></ul>
<b>22</b>	<b>Payment Terms</b>
	<ul style="list-style-type: none"><li>a. Payment plan is agreed between the <b>Client</b> and <b>Absolve Tech</b> based on the milestones.</li><li>a. Payment must be due within 7 days of the invoice date unless specifically mentioned in the Invoice. has been received in our account unless otherwise agreed in writing.</li><li>b. Any material previously published may be removed if payment is not received. When this occurs, a minimum charge of \$250 USD will be charged to have the site restored.</li><li>c. Accounts that have not been settled within 7 days of the date shown on the invoice will incur a late payment charge of \$100 USD or 5% of the Invoiced Amount (whichever is higher), for each week delayed.</li><li>d. In case of delay in payments beyond the due date, <b>Absolve Tech</b> reserves the right to stop the work being commenced and the <b>Client</b> agrees to exempt <b>Absolve Tech</b> from meeting the timelines agreed.</li><li>e. Full publication of the website/technical work will only take place after full payment</li></ul>
<b>23</b>	<b>Cancellation</b>
	<p>Both the parties reserve the right to cancel the project at any stage.</p> <ul style="list-style-type: none"><li>a. In case the <b>Project</b> is cancelled by the <b>Client</b>, the payments made for the project can be refunded to the <b>Client</b> after deducting the upfront payment amount received for Initiation of the project and the other payments received against the milestones completed.</li><li>b. In case the <b>Project</b> is cancelled by <b>Absolve Tech</b>, the payments made for the project can be refunded after deducting USD 15 per hour for the hours spent on the work performed for the <b>Client</b> including but not limited to the time spent on project discussion, requirements gathering, project planning &amp; documentation, project initiation and execution. After the payments are settled between the two parties – Absolve Tech must transfer to the <b>Client</b> - all the documents, designs and scripts produced for the <b>Project</b>.</li><li>c. <b>30 days money back guarantee: Absolve Tech</b> offers “30-Days Money-Back Guarantee” to ensure customer satisfaction and mutual trust. If for any reason the <b>Client</b> wishes to</li></ul>



	<p>discontinue using the Product, within a month of the purchase, <b>Absolve Tech</b> will issue a refund within 24-48 hours after deducting 4% payment gateway transaction fee and USD 15/hour for the hours spent on the <b>Project</b>.</p> <p>After project/order cancellation/refund issued, Absolve Tech reserves all rights to take down the website published. Client is responsible to keep a backup of the data published on the website/server, Absolve Tech must not be held responsible for any data/files lost.</p>
<b>23.A</b>	<b>Penalty Clause</b>
	<p>a. <b>Penalties applicable on Absolve Tech:</b> Absolve Tech agrees to complete the Project as per the SOW agreed to, within the agreed timeline. If there is the delay in completion of the <b>Project</b>, <b>Absolve Tech</b> agrees to the penalty of <b>1%</b> of the original project price for each week delayed. If the Absolve Tech delays the project completion by more than 8 weeks, then the <b>Client</b> 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 project price (excluding the Amount Charged for additional requirements and change requests). Amount charged for additional requirements/change requests must not be refunded.</p> <ul style="list-style-type: none"><li>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 out of the penalty clause.</li><li>ii. Penalty - Delay Period should exclude the calendar days between the date when the project/work was submitted to the client for the Final Client UAT and the date when the Client submits the UAT Findings.</li><li>iii. Penalty Amount/Refund applicable must be adjusted against/out of the pending amount owed by the client towards Absolve Tech 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.</li><li>iv. Once full refund has been issued, the <b>Project</b> must be marked cancelled and <b>Absolve Tech</b> must be relieved from all liabilities towards the <b>Client</b> and the <b>Client</b> must not make any claims, objections, demands from <b>Absolve Tech</b> for any loss or damages incurred at his/her end due to the delay. <b>Absolve Tech</b> must own all rights on the work done, designs, scripts, documents, other outputs and elements created for the <b>Project</b> and the <b>Client</b> must not use any of the work, scripts, designs, documents already delivered. The <b>Client</b> must be liable to pay full project price in case the <b>Client</b> uses or copies any piece of the work, design, script, elements and documents produced by <b>Absolve Tech</b> for the <b>Project</b>.</li></ul> <p>b. <b>Responsibilities applicable on Client:</b> 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 Absolve Tech without</p>



	<p>additional charge, timeline should extend by the number of days required to implement those additional non-billable items.</p> <ul style="list-style-type: none"><li>i. Client should make payments as per the agreed payment terms, else Absolve Tech 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.</li><li>ii. Client should provide his feedback on the work submitted for their review within 1 week, if there is a delay from client side in providing feedback on the work submitted for their review, Absolve Tech 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.</li><li>iii. If Client changes the Functional Requirement – 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.</li></ul>
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<b>23.B</b>	<b>Exceptions to the Penalty Clause</b>
	<p>Following are the Exclusions/Exceptions when the Client is not allowed to invoke any kind of penalties and Absolve Tech can't be held responsible for the delays.</p> <ul style="list-style-type: none"><li>a. In case of Web and Mobile Application Projects:<ul style="list-style-type: none"><li>i. Change requests have been submitted by the client/client team; project delivery timeline must be deemed extended accordingly.</li><li>ii. Client has not provided the server details and other <b>Project Credentials</b> to publish the work done</li><li>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.</li><li>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.</li></ul></li><li>b. In case of Mobile Application Projects:<ul style="list-style-type: none"><li>i. The Client is taking time in sharing the required <b>Project Credentials</b> for publishing the apps on the app stores.</li><li>ii. Absolve Tech 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.</li></ul></li><li>c. In case the Client has hired a team with work based on Agile Process without pre-agreed scope of work.</li></ul>



<b>24</b>	<b>Delayed Response From the Client Side</b>
	<p>Unreasonable delays from the <b>Client</b> side in providing the required feedback/information/data to finish the <b>Project</b> must exempt <b>Absolve Tech</b> from meeting the timelines mentioned in the <b>Quotation</b>. In case the <b>Client</b> does not provide required details/data/information for more than 15 working days, the <b>Client</b> authorizes <b>Absolve Tech</b> to forfeit the payments made towards the Project.</p> <p>In case, during the project duration, the <b>Client</b> does not maintain communication with <b>Absolve Tech</b> for more than 15 calendar days, the <b>Client</b> agrees that the <b>Project</b> must be deemed as received and accepted by the <b>Client</b>, and the <b>Client</b> further authorizes Absolve Tech to mark the project completed and invoice the client for remaining un-invoiced amount as per the total project price agreed. However, the <b>Client</b> can instruct <b>Absolve Tech</b> to put project on hold provided:</p> <ol style="list-style-type: none"><li>The <b>Client</b> agrees to pay project resumption fee of USD 1,000 or 25% of the total project price, whichever is higher.</li><li>'on-hold' period does not exceed 2 calendar months</li><li>The <b>Client</b> agrees the professionals attached to the project (Project Team Structure) may be different from originally agreed.</li></ol> <p>The <b>Client</b> agrees to pay this project resumption fee every time a project is being put 'on-hold'.</p>
<b>25</b>	<b>Copyright/Ownership Rights:</b>
	<p>Unless otherwise agreed in writing, <b>Absolve Tech</b> must retain the copyright and IP rights for all material, including design, artwork and the source code, created for the <b>Client</b> by <b>Absolve Tech</b>.</p> <p>However, as per the agreed terms client owns rights on following items:</p> <ol style="list-style-type: none"><li>Client Content</li><li>Work Made For Hire</li><li>Work to be delivered with Exclusive Rights</li></ol> <p>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 <b>Client</b> should take reasonable care of the system files to restrict un-authorized access of the system scripts/source code delivered.</p>
<b>26</b>	<b>Ownership of Code and Intellectual Property Rights</b>
	Unless otherwise agreed, <b>Absolve Tech</b> is the owner of the source code and the intellectual



	<p>property rights and reserves the right to reuse the code for other projects. Following terms must be applicable and obliged:</p> <ul style="list-style-type: none"><li>a. The <b>Client</b> must not create un-authorized copies of any Software/Scripts/Designs/File/Document/Information delivered to the <b>Client</b> by <b>Absolve Tech</b>;</li><li>b. The <b>Client</b> must not access and/or share and/or transfer any Software/Products/information/document owned by <b>Absolve Tech</b> unless authorized to do so.</li><li>c. The <b>Client</b> must not reverse engineer any software/script/application owned by Absolve Tech. The <b>Client</b> must not make any Software/Document/File/Information available to any thirdparty in any manner, nor may Client use such works to provide services to any third party unless explicitly agreed otherwise in writing.</li><li>e. In the event that the <b>Client</b> breaches any of terms specified in this clause, the <b>Client</b> hereby authorizes any court of competent jurisdiction in India or outside India to pass the judgment against the <b>Client</b> 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 <b>Absolve Tech</b> for recovery of above compensation/damages from the <b>Client</b>. These damages/compensation allowed must be considered as interim relief to <b>Absolve Tech</b> and <b>Absolve Tech</b> must have the liberty to claim higher amount as compensation for the direct/indirect damages and <b>Absolve Tech</b> may pursue criminal proceedings as well.</li></ul>
<b>27</b>	<b>Termination of the agreement</b>
	<p>If either party terminates this Agreement for any reason, the parties will continue to perform all of their respective obligations under this Agreement.</p>

<b>28</b>	<b>Use of encrypted files</b>
	<p>Unless otherwise agreed, Absolve Tech 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. Absolve Tech framework is collection of functions related to Database Manipulation, Images/Files Management, Paging, and Form</p>



	Builder etc.
<b>29</b>	<b>General Terms</b>
	<p>a. Notwithstanding anything stated in this agreement, in no event, <b>Absolve Tech</b> must be liable to the <b>Client</b> or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation</p> <p>b. Of or inability to cooperate these Web pages or website, even if <b>Absolve Tech</b> has been advised of the possibility of such damages. Despite the best efforts of <b>Absolve Tech</b>, errors in web page information may occur. At no time will <b>Absolve Tech</b> be held responsible for accidentally including erroneous information, extending beyond correcting the error.</p> <p>c. Should <b>Absolve Tech</b> waive any of these terms on an individual basis, this must not affect the validity of remaining clauses or commit <b>Absolve Tech</b> to waive the same clause on any other occasion.</p> <p>d. By agreeing to these terms and conditions, statutory rights of the parties to this agreement are not affected.</p> <p>e. <b>Absolve Tech</b> reserves the right to change or modify any of these terms or conditions at any time, but agreement signed prior to the updates in this agreement remains unaffected. Please feel free to contact us for more info/clarification about any of the terms and conditions mentioned above.</p>

<b>The Client (Contact Details/Address/Signature)</b>		<b>Absolve Tech (Contact Details/Address/Signature)</b>	
Contact Name		Contact Name	Yogender Singh
Designation		Designation	Director
Business Name		Business Name	Absolve Tech Technologies



**ABSOLVE TECH**  
Where Quality Matters

Business Address		Business Address	E 328, Corporate Square, Phase 8A, Mohali, Punjab (160055)
Signature		Signature	
Date		Date	