

Terms of Use Agreement

1. Scope of Application and Object of Agreement

The following conditions (hereinafter the "General Terms and Conditions") are applicable for the use of and for the service support of standard Estimation software program (hereinafter the "Software"), developed by Iconic Techno Solutions Pvt Ltd (hereinafter "ITSPL") and provided as a Software-as-a-Service on the Internet.

2. Client Rights over the Software

For the period of the contract ITSPL grants the client non-exclusive, non-transferable rights to use the software and the according documentation, quoted in the contract. The software is provided on the Internet. The point of transfer of the SaaS services is the router gateway to the Internet of the computing center, used by ITSPL. The client is obliged to use the software exclusively in accordance with the contractual conditions and is not allowed to transfer it to third parties or to allow third parties access to it. The client is not allowed to use "reverse-engineering" in order to de-compile, disassemble, to copy or to use part of the software for developing of another separate application.

The client hereby acknowledges Iconic as the only grantor of a license of the software and the copyrights related to it. ITSPL's rights as an only grantor of license apply also to extensions of the software, provided to the client by ITSPL, unless stated otherwise in an additional written agreement.

The client hereby acknowledges ITSPL's brand, name and patent rights regarding the software and the related documentation. The client is not allowed to remove, change or modify the copyright information or other similar proprietary notices in the programs or in the related documentation.

3. Data related Client Rights

The data gathered, created and processed by the software is stored on the server at the computing centre. The client is the only person that has rights over the data and can at any time, especially in case of termination of the contract, require the transfer of particular or of the total data, in which case ITSPL will not withhold any of it. The transfer of the data will be done electronically through a data network or upon a special agreement by handing over of a data carrier. The client is not entitled to the software, required for processing the data. The client carries the whole responsibility for the admissibility, processing and using of the data, as well as protecting the rights of the concerned parties (providing of information, usage, rights, blocking, erasing).

4. Violation of the Terms of Use

In case of violation of the terms of use ITSPL reserves the right to partly or fully terminate the contract without prior notice. ITSPL also reserves the right to receive a compensation from the client for the damages in result of the violation.

5. Contract Period and Termination

The minimum period of the SaaS service is 1 month. Either Parties can Terminate the Contract by giving 1 Month Written Notice to the other Party.

ITSPL reserves the right to terminate the contract for important reasons, especially in case of unpaid bills.

6. Further Developments/Change of Services

ITSPL reserves the right to optimize the services after conclusion of the contract in accordance with continuous technical progress (for example by application of new or different technologies, systems, methods and standards). In case of significant changes in the services ITSPL will send the clients a timely notification. In case significant disadvantages for the client arise in result of the change of service they have the right to terminate the contract, The termination notice should be send by the client within 2 weeks after receiving the notification regarding the change of service.

7. System Availability

The availability of the network of the computing center at the router output gateway in Internet is annual average of 99%. The connection of the client's side is their own responsibility. It is not subject of the SaaS service scope. The downtime is determined in complete minutes and is calculated out of the sum of the times of fault clearance per year. Exception thereof are the time periods that ITSPL refers to as maintenance windows for optimizing and service improvement, as well as time spent on fault clearance not caused by ITSPL and breakdowns caused by force majeure.

8. Warranty

Under the current state of technology it is not possible to avoid errors in the software under all application conditions.

Errors in the software and the associated documentation will be corrected by ITSPL free of charge and in a timely manner. To be able to do so the error must be reproducible. In accordance with the warranty obligation ITSPL can weather make improvements or provide an alternative solution. Particularly, in order to comply with the warranty obligations, ITSPL may provide the client with a newer version of the software. The error is considered corrected as soon as ITSPL provides an alternative solution for the malfunction that allows the client to use the software in accordance with the contract conditions.

Warranty claims become void in case the software is not used in accordance with the contract conditions. Warranty claims also become void if the client makes modifications on the extensions of the software, quoted in the contract, unless the client can prove that the errors are not related in any way with the applied modifications.

The quoted in the contract software of ITSPL doesn't guarantee the fulfillment of the personal goals of the client. That applies especially to the not reaching of the desired commercial success. The right to warranty claims towards ITSPL belongs only to the direct client and can not be transferred.

9. Compensation

There is a monthly fee for the use of the SaaS services. The due fees are set in advance in an invoice for a certain period of time.

10. Limitation of Liability

Calculations & Price List Entries are performed with the best of ITSPL Team attention, knowledge & capabilities, However ITSPL does not take any responsibility of Price List of Items, and calculation, Client is requested to verify the output reports / submission Documents, before final submissions to their Customers.

11. Terms of Payment

Payments are directly debited or covered by a credit card clearing. The provided services might be limited in case the payment period has been exceeded.

The client is not entitled to claims towards ITSPL, unless the claims there are legally established or officially recognized in written form by ITSPL.

12. Confidentiality, Data Protection

The parties of this contract agree to keep confidential the gained knowledge, especially technological and economic information, as well as other information, such as personal identification numbers, and to use it only for purposes, relevant to the subject of the contract.

That doesn't apply to publicly accessible information or information that became available to the public in another manner through no action or omission of the contractual partner, or to information that had to be made available to the public due to a court order or a law. In cases of support to solve client's problems might be necessary to gain access to client's data. The access can be gained through a web-meeting with the client or using database analysis. This access is limited only within the time frame of the particular support session.

13. Final Provisions

The place of performance is Mumbai. The sole place of jurisdiction for both parties is Mumbai.