

## Terms and conditions

### VALIDITY OF PROPOSAL

Prices are valid for 30 days from the date of submission and supersedes any earlier quotes.

### COMMENCEMENT OF PROJECT

The project can be started within Two Weeks of receipt of technically and commercially clear Work Order.

### INVOICE

Invoices are due for payment within 7 days of invoice submission.

### INTERRUPTION OF WORK

Interruption of work due to reasons extraneous to the project may cause an extension to the project schedule, in proportion to the length of such interruption. Excelledia is not liable, if the delivery is failed resulting from any natural calamity or any acts of unforeseen situations.

### EXCLUSIVE CHARGES

The price is exclusive of VAT or any other taxes. Client needs to pay the VAT or any other tax as applicable at the time of invoice being raised, in accordance with the guidelines issued by governing authority. The same shall be added to the purchase price mentioned above. No deduction for Withholding tax or any such taxes shall be accepted, payment needs to be made for full value of invoice.

### ASSUMPTIONS:

For any new out-of-scope activities, Excelledia will do a feasibility at an additional charge, and agree to appropriate resolution.

- Client should provide the required support for integration. Client will take the responsibility of providing the required web services/APIs or any tool required to do the integration.
- Client must be responsible to purchase any software which is necessary for the server Deployment if it requires yearly or monthly subscription.
- In case of Cloud Deployment in the same region, Client must purchase the Server Directly with the cloud providers from the respective region which includes Domain, SSL & SMTP.
- For any additional license required such as email service, SMS service and service that requires to go live should be procured by

Client.

- All payments listed above are excluding taxes and must be paid together with local taxes applicable in the country of installation.
- Neither of us shall be liable or deemed to be in default for any delay or failure in performance resulting directly or indirectly from  
acts of God, Civil or Military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions,  
earthquakes, floods, shortages etc. beyond the reasonable control of such party.

## **RIGHTS**

In this respect, you must honour our proprietary rights to the content of this proposal and refrain from disclosing its contents to our competitors or any third party. Unauthorized use of these ideas and concepts is strictly prohibited. Excelledia is liable to seek protection under copyrights Law of the Land for violating the rights.

All Intellectual Property Rights in the Software remain vested in Excelledia or its vendors. No change in ownership of the Intellectual Property Rights is affected, and Client does not get any rights unless agreed in and to the Software. All right, title and interest, including without limitation intellectual property rights, in and to the Software will remain solely with Excelledia or its vendors. Any of the Client's pre-existing intellectual property rights shall remain solely with the Client.

## **AVAILABILITY OF PERSONNEL**

The client is required to ensure that all personnel associated with the project are available to the Excelledia consultants for purposes of the project, whenever needed. Excelledia consultants will ensure that proper notice of such a requirement is provided to the Client coordinator. Continued non-availability of personnel, needed for a phase of the project, may lead to a delay in the completion of that phase.

## **AVAILABILITY OF DATA**

The client is required to ensure that all data necessary for the project and requested for by Excelledia is made available throughout the duration of the project. Any delay in providing such data may impact the project schedules, and consequently the project cost. Excelledia shall treat all such data provided by Client as company confidential and ensure confidentiality.

## **AVAILABILITY OF RESOURCES**

The Client must ensure the availability of all resources required from the client for successful completion of work including Hardware, Software, Office Space, and Access to Client's facilities, etc.

Non-availability or delays in availability of these resources may impact project schedules, and consequently the project cost.

### **EXTENSION TO THE PROJECT**

The scope of work under this proposal is as laid down in the Section "Scope of Work". Any work outside this statement, or in addition to it will be treated as outside the scope of the proposal and will be dealt with as an extension to the project. Additional pricing may be applicable for such extensions.

### **DISCLAIMER**

Excelledia will not be liable for any direct, indirect, special, consequential, or punitive damages of any kind resulting from the inability to use the project outcome. Excelledia will also not be liable for any other intangible loss leading to loss of profit or business opportunity to the client.

### **LETTER OF COMPLETION**

At the end of the project, Client is requested to issue a Letter of Completion, stating that Excelledia has successfully implemented the Project.

### **REPLICATION**

Replication of the Project implemented by Excelledia for the Client at other locations (beyond the agreed department) will be considered outside the scope of work and additional pricing may be applicable for this