

Terms Of Service And CONDITIONS

SADAARAH UG

hereby referred to as ("Sadaarah"):

and

The Customer (the "Customer").

1. DEFINITIONS

Software: means software or the products owned by Sadaarah.

Customer: means the end user organization or individual user of the Software.

Location: means the site(s) at which the Software and Third Party Soft wares are installed;

Maintenance and Support: means the maintenance and support services described in the Service Level Agreement ("SLA");

Order Form: means the order form, site audit, proposal, or scoping document;

2. SCOPE OF THIS AGREEMENT

Sadaarah grants to the Customer a non-exclusive, non-transferable, personal license to use the software/products of Sadaarah as per terms of this agreement and the Customer agrees that it has accepted the terms of this Agreement.

Upon using/purchasing the products, the customer can access and use them.

The license would be only issued after the quotations and amounts have been settled between the parties.

Further, the license will give permission to use application on a certain amount of processors for a specific duration.

Except as expressly agreed, the Customer will not rent, lease, sub-license the products, Third-Party Software or Products, nor distribute the Software or Third Party Software to any third party.

The products may contain third-party software's/tools and will have no liability for the repair of defects relating to the Products and/or Third-Party Software, and the Customer's right in respect of any such defect shall be limited to the relevant manufacturers' warranties.

The Software may be subject to security measures to protect Sadaarah' rights, such as in the event of non-payment.

3. MAINTENANCE AND SUPPORT

Unless as expressly agreed, Sadaarah does not provide Maintenance and Support for Third-Party Software or the Products.

The software provider shall undertake maximum efforts to provide the uninterrupted services and shall ensure the provision of maximum upgrades to the customer. (A separate fee shall be charged for the upgrades)

4. CHARGES

The Customer shall pay all invoices within 5 days of their date. Sadaarah shall invoice the Customer in advance.

Sadaarah reserves the right to increase its charges once in any twelve-month period upon giving the Customer at least 30 days' prior written notice of such increase.

Notwithstanding any other rights under this Agreement, Sadaarah may suspend or terminate the performance of its obligations under this Agreement where the Customer is in default of payment, provided that Sadaarah has first served the Customer with at least 5 days' prior written notice of its intention to suspend or terminate the Services.

All charges are given exclusive of VAT, which will be added at the rate and in the manner prescribed by law.

Further, after the payment, there shall be no refund of the payment.

5. CUSTOMER RESPONSIBILITIES:

It is the Customer's responsibility to ensure that Equipment is compatible with the Software, any Third Party Software, and Products.

The Customer will not alter or modify the Software, transfer the Software from the Location, combine or incorporate it in other programs, or decompile or disassemble the object code version of the Software.

The Customer will keep full security copies of all data processed by the Software.

Sadaarah will not be liable for any loss of data.

If Sadaarah cannot reproduce a logged fault, the Customer will assist in providing remote access to the PC and or Server to further investigate the fault.

6. WARRANTIES

Sadaarah warrants that it would dispense the services in a professional manner. It grants no warranties to the Customer regarding the Software, the Third Party Software or the Products, including but not limited to implied warranties as to their fitness for any purpose, that the Software, Third Party Software, and Products will be error-free or the operation of the Software, Third Party Software and Products will be uninterrupted.

7. CONFIDENTIALITY

Both parties shall use all reasonable endeavors to ensure that all information received from the other party is not disclosed to any third party and is not used for any purpose other than in the proper performance of obligations hereunder.

8. INTELLECTUAL PROPERTY

The customer acknowledges that Sadaarah and its licensors own the intellectual property rights to the Software, the Third Party Software, and the Products as appropriate.

9. TERMINATION OF AGREEMENT

Sadaarah may terminate this Agreement in the event that the Customer is in material breach of any of its obligations under this Agreement and, in the event that the breach or failure is remediable, the Customer has failed to remedy that breach with 30 days' written notice of such breach.

Sadaarah may terminate this Agreement immediately if the Customer is insolvent or bankrupt, or seeks protection from its creditors, or if a petition is filed in any court to declare its bankruptcy or re-organization and is not dismissed within thirty (30) days. Upon termination of the Agreement, all outstanding fees are immediately due and payable, and all rights to use the Software will be immediately revoked.

10. INDEMNIFICATION

Customer shall defend and indemnify Sadaarah against all damages, liabilities, claims, losses and expenses (including reasonable attorneys' fees) arising out of, or resulting in any way from any breach by the Customer of this Agreement.

Sadaarah shall defend and settle any third party claim against Customer that the Software infringes a EU or German patent or copyright, ("Infringement Claim") and indemnify the Customer against the resulting costs and damages finally awarded against a third party by a court of competent jurisdiction, provided the Customer

- i. notifies Sadaarah promptly in writing of such claim,
- ii. grants Sadaarah sole control over the defence and settlement thereof (so long as the Customer is released without condition of any and all liability in connection with such claim), and
- iii. reasonably cooperates in response to a Sadaarah request for assistance. If the Software has become (or in Sadaarah reasonable judgment is likely to become) the subject of an Infringement Claim.

11. FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform or delay in performance of its obligations hereunder, other than an obligation to pay monies, caused by any event or circumstance whatsoever beyond its reasonable control including outbreak of hostilities, riot, civil disturbance acts of terrorism, the act of any government or authority (including, revocation of any license or consent), fire, explosion, flood, fog or bad weather, default of suppliers or sub-contractors, theft, malicious damage, strike, lock-out, or industrial action of any kind. If a party is prevented from performing its obligations by an event of force majeure which continues for more than 30 days “s then either party may terminate this Agreement at any time thereafter on giving written notice to the other party

12. LIABILITY

Either party’s liability to the other shall be unlimited in respect of:

- death or personal injury;

- such liability which cannot be excluded or limited by law (such as fraudulent misrepresentation);

- infringement of intellectual property rights

13. GENERAL

Sadaarah may audit or instruct a third party to audit and inspect the Customer’s books, records and systems to ensure compliance with this Agreement, the Customer providing reasonable access.

Each party acknowledges that it has entered into this Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in this Agreement and, save as expressly set out in this Agreement, each party shall have no liability in respect of any other representation, warranty or promise made prior to the date

of this Agreement unless it was made fraudulently.

The Customer may not assign, charge (otherwise than by floating charge) or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, without the prior written consent of Sadaarah.

The construction, validity, and performance of this Agreement shall be governed by and construed in accordance with European and German laws applicable and the parties hereby submit to the exclusive jurisdiction of the Berlin courts.