

## **Terms & Conditions**

Both parties, herein referred to as AWT (Access World Tech Private Limited) and the Client, hereby agree upon the following terms and conditions to govern the financial, legal, and ethical aspects of their engagement:

### **1. Responsibilities of AWT:**

- a. AWT shall create and set up a licensed copy of the Inventory software for the Client in the cloud infrastructure/web application.
- b. The Client shall be responsible for the security and safekeeping of the data and program files of this software.
- c. AWT will be responsible for all licenses associated with the software. The Client shall not be responsible for any licensing issues related to the Operating System and SQL Server Database.
- d. AWT shall provide all the required training, training materials, and user manuals necessary to operate the software properly.
- e. AWT shall guide and provide prompt assistance in solving problems related to the software during its operation.
- f. AWT shall update the features of the software and generate reports as per the requirements specified by the Client.
- g. AWT shall provide services and support to the Client for the first year of installation (from the date of UAT) without any additional charges.
- h. AWT reserves all the rights of copyright, patent, design, and trademark of this software.

### **1.2 Responsibilities of the Client:**

- a. The Client is responsible for uploading and updating the required data in the software as per the training and assistance provided by the service provider.
- b. The Client will ensure proper security and protection of the hosting environment and access credentials.
- c. The Client will be responsible for digital/logical break-in attempts by third parties and/or any consequential loss arising from a successful break-in caused by weak login credentials.
- d. The Client shall not resell, transfer, or distribute this software to a third party without the consent of AWT at any cost.
- e. The Client shall not add or delete users without the consent of AWT for security and safety concerns.
- f. The Client shall ensure the timely payment of software and services as specified in this agreement.
- g. The Client is responsible for verifying outputs produced by the system; AWT shall not be liable for any losses (financial or otherwise) due to the use of data produced by the system. The Client cannot claim any such losses from the second party.
- h. All contents to be supplied by the Client must be provided with compatible file types and sizes.