

DAXINSOFT TECHNOLOGIES PVT. LTD.

8-2-584/1/B, Plot No 51,2nd Floor, Road No 9, Banjara Hills, Hyderabad-500034, Phone: 040-69069880 E-mail: info@daxinsoft.com, URL: www.daxinsoft.com

<u>PROFITMAK</u>	(ER-NxtGen	LICENSE AGREEMENT	New □ / Renewal □
Agreement Date	:	Unicode :	Valid Up to (Date):
Firm Name	:		GSTIN:
Door No	:		Type : GST (Regular)
Street	:		Composition
Land Mark	:		Non.Reg
Area	:		
City	:		
Contact Peron1	:		Mobile :
Contact Peron2	:		Mobile :
Phone No's	:		SMS Cell:
Website	:		E Mail :
Installed Folder	:		
Software	: Profitmaker-NxGen	Business:	No of Systems:
SW. Executive	:		
Terms & Condition	<u>ons</u>		
M/s. Daxinsoft T	echnologies Pvt.Ltd., 8-2-5	84/1/B,Plot No 51,2 nd Floor,Road No 9,E	Banjara Hills, Hyderabad is the first party here after
referred to as Co	ompany and		
M/s			
Place			is the Second party here after referred to as Party.
PROFITMAKER So	oftware referred to as Softv	vare.	

This agreement is made and executed by and between Company and party.

- 1. Service will be provided through either onsite/online/telephone on working days between 10.30 AM to 6 PM only.
- 2. Agreement covers Maximum 2 onsite and 10 online services or one year, whichever is earlier from the Date of agreement.
- 3. Full/Part amount paid against this agreement is not refundable in any case.
- 4. This agreement/software is not transferable and service will be provided at above mentioned address only.
- 5. This agreement provides maintenance for our software only not any new development/Reports/Invoice Formats.
- 6. Firm name/GST Number cannot be changed in any case, the software must be used under as above given.
- 7. In case change of address, firm name and GST Number, must be same as above and Charges applicable.
- 8. After (Maximum within 15days)/before valid period License renewal agreement must be done by both the parties. License renewal agreement will be on sole discretion of the company. Service and software will not work/provided after valid date.
- 9. In case party don't use the software for at least two months (due to party shifted to other software) Company will terminate the contract without intimation.
- 10. Data entered in the software is encrypted. Can't be accessed by any other software. Encryption can't be removed in any case.
- 11. Data can't be shared to any other software by party/company in any case. Other software integration/synchronization/data sharing etc not possible in any case.
- 12. Online data storage space/Bulk SMS recharge/Online or APP orders/customization charges are not included in this agreement.
- 13. Renewal should be done preferable before the agreement expiry. If agreement not renewed all services and software will be stopped till the renewal.

Company Sign & Stamp	Executive Sign	Party Signature with stamp
company sign & stamp	Executive Sign	rarty signature with stamp

- 14. Amount of this agreement specifically for this license only. Transfer to other license not allowed in any case.
- 15. "Check for Updates" option will not work after License renewal expiry. After agreement valid dated new entries will not work.
- 16. This agreement will not cover any computer hardware, UPS, Printer and other software problems.
- 17. Any disputes or claims arising under this agreement shall be subject to Hyderabad jurisdiction only.
- **18.** This agreement will not cover any service/training for operating system (Windows, Office, Browsing and Mailing Etc.) or any other software and Network/Drivers/Printers etc.
- 19. If any hardware problem exists in the system, that should be rectified before rendering the Company service.
- **20.** Piracy of the software or any type of encouragement / support for the piracy by the Party, Company will terminate the service and take proper action accordingly.
- 21. For local Branch (Same town) Parties, from the date of new agreement we provide <u>first 2 or 3 Visit</u> free service within 3 months (training/doubts clarification/maintenance of our software)
- 22. New agreement local parties 1 person will be trained on our software for three alternate days (2 hour a day), and only one time 4 hours for out station parties.
- 23. Company is not responsible for any type of data corruption caused due to mishandling of Hardware/Software/Virus.
- **24.** Company will not feed any type of data, related to our software or other software.
- **25.** Software Setup or New files of our software need to download from our website (www.daxinsoft.com). Company will not provide and CD/DVD/Pen drives etc. for the same.
- 26. Minimum software/Hardware (Specifications as given by the company) should be present in the party system.
- 27. Any Additional systems to work on software will be charged extra.
- 28. In case of Cheque bounce, Party should make the payment by Cash/DD/Transfer within 2 days with bank charges of minimum Rs.250/- if not paid legal proceeding will be taken according to the company norms. Service and software will be stopped for the party till they clear the amount dues.
- 29. Company is not responsible for tamper of the Data/Software by any person/Company.
- **30.** Company is not responsible for financial loss that may arise due to decision made based on the any features or reports of the software.
- **31.** Adding / removing the features of software will be on sole discretion of the company.
- **32.** In case the party is failed to clear the agreed amount payment with is 15 days from the date of installation, Company will terminate the agreement and take the proper action accordingly and all services and software will be stopped.
- 33. Company is not answerable for (Legal / Pirated) Operating System or any other software using by the party.
- **34.** Company is not answerable or deals with any Government authorities related to party business activities.
- **35.** Some other conditions are applicable as listed in www.daxinsoft.com/services.

Company Sign & Stamp Executive Sign Customer Signature with stamp

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