

# **Product Agreement of “ E-Receipt ”**

By signing this document, you are consenting, on behalf of your institution, to be bound by this agreement. Furthermore, your affirmative response is a representation that you have the authority to bind your institution to this agreement. If you do not agree to all the terms of this agreement, the installation process will not continue.

Company Name: Phoenix

Purchaser: Md. Anowarul Abedin

## **Agreement:**

Subject to payment of applicable license fees, “Phoenix” grants to you a non-exclusive license to use its software (E-receipt) at your institution.

## **Terms & Conditions:**

### **Section: 1**

#### **Copies, Modification and Use:**

1. You can't modify, translate or create derivative works based on the software.
2. You can't rent, lease, grant a security interest in or otherwise transfer rights to the software.
3. You can't reverse engineer or use the software to build a competitive product or service.
4. You can't build a product using similar ideas, features or functions of the software or copy any ideas, features or functions of the software.

## **Section: 2**

### **Warranties & Representations:**

1. You represent and warrant to Licensor that you will not transmit any materials that violate the rights of any third party.
2. (Section: 2, Point 1) will be including intellectual property and contractual rights or personal or privacy rights.
3. . Licensor shall not be responsible for losses, costs, expenses, claims and liabilities arising out of or relating to your violation of this agreement.
4. Licensor may make modifications to this agreement only with the mutual agreement of the licensee.
5. Licensee's only right with respect to any dissatisfaction with any policies or practices of Licensor is to terminate this agreement by prompt notice to Licensor and immediately cease using the software.

## **Section: 3**

### **Transfer & Termination**

1. In addition to any other rights set forth in this agreement, either you or Licensor may terminate this agreement at any time upon 30 days written notice. You agree to immediately cease using the software upon termination.
2. This warranty gives you specific legal rights and you may have other legal rights that vary by jurisdiction.
3. Phoenix may terminate this license upon notice for failure to comply with any of terms set forth in this Software License. Upon termination, Customer is obligated to immediately destroy the software, including all copies and modifications.

4. For any kind of destruction of the software which can be caused by natural disasters or accidents, we are not responsible for that.
5. This license will automatically terminate upon the disassembly of the system cited above, unless the system is reassembled in its original configuration in another location.

### **Cost Policy:**

1. For software, we will cost 65 lakh (approximately).
2. It may take nearly 2 years. So, total payment can be paid in installment.
3. There will be four installments.
4. In every six months, we will deliver some module/unit of the software to check if there are any errors.
5. If you can find any mentioned major error, we will give you 10% discount in the next installment.
6. Licensed errors are
  - Data overflow.
  - Excessive loading time.
  - Major functional error.
7. We will take 30% as our first installment of four installments.

This agreement is made between “Phoenix” and Md. Anowarul Abedin.

Date: \_\_\_\_\_

Sign of Phoenix (Company) \_\_\_\_\_

Sign of Md. Anowarul Abedin: \_\_\_\_\_