

Terms and Conditions for Software and Services

A terms and conditions agreement is the agreement that includes the terms, the rules and guidelines of acceptable behaviour, plus other useful section, to which user must agree in order to use or access your software and services.

➤ PAYMENTS

- All quotations provided by Step 4 Technologies, require a 40% deposit upon acceptance.
- Any cost arising from payment clearings or transaction charges are solely the responsibility of the client and will be charged as such.
- Step 4 Technologies will only commence work on the quoted application once any deposited funds have cleared.
- The customer will not be entitled for any service in case of delay in payment for more than 10 days from the final date of installation / date of project / module completion.
- Step 4 Technologies will give advance notice before 10 days during expiry of software. If renewal amount is not paid Step 4 Technologies holds all the rights to shut down all software and services.
- If opted for service beyond the 12 months of maintenance period or as agreed by Step 4 Technologies, The Annual Maintenance Charges (AMC) will be normally applicable 40% (PERCENT) of original development cost of Project / Module; each year the development cost for new modules will be added to the initial development cost for the calculation of the AMC.
- The AMC percentage shall be decided by the Step 4 Technologies; which depends upon the amount of efforts and work required. This % may vary each year.
- The recurring / renewal amount of the domain and hosting, SMS and Voice calls are subjected to change as per the market rates.
- Step 4 Technologies disclaims all warranties or conditions, whether expressed or implied, (including without limitation implied, warranties or conditions of information and context). We consider ourselves and intend to be subject to the jurisdiction only of the courts of Maharashtra, Latur, India.

➤ INTELLECTUAL PROPERTY

- Unless specified all quotations provided by Step 4 Technologies, do not include any source code license.
- All source code and associated intellectual property relating to said source code, developed by Step 4 Technologies, solely remains the property of Step 4

Technologies, except where specific code license has been issued to the client and said issuance has been indicated in writing from Step 4 Technologies.

- Step 4 Technologies reserve the right to implement licensing features within the quoted application, except where code license has been issued by Step 4 Technologies.
- Any alteration, reverse engineering, or manipulation of any kind on the code, compiled or otherwise, created by Step 4 Technologies for the quoted application may be a breach of trademark and copyright laws. If said breach is confirmed, penalties will apply under the relevant acts.
- Any costs incurred by Step 4 Technologies for third party code license required to complete the quoted application are the responsibility of the client and will be solely borne by the client. Any such third party code license will be attached to the existing Step 4 Technologies code license for the quoted application.

➤ CANCELLATIONS

- Should the client wish to cancel acceptance of the quotation, Step 4 Technologies will invoice the client for any work completed to date, as a percentage of the total work involved.
- The minimum cancellation fee will be 30% of the signed quotation.

➤ CONTENT

- Clients are required to ensure that the content of the application being quoted adheres to all the current Indian legislation regarding publication.
- The client shall further indemnify Step 4 Technologies in respect of any claims, costs and expenses that may arise from any material included within the quoted application by Step 4 Technologies at the client's request.
- Step 4 Technologies reserves the right not to include any material supplied by the client within the quoted application if Step 4 Technologies deems said material inappropriate or offensive.
- Step 4 Technologies will not populate the application with the final content unless said content is delivered to Step 4 Technologies in digital format prior to commencement of work. Said content, if available, will be used for testing purposes and may not be formatted how the client requires it. If content is not available mock placeholder content will be used.
- It is the client's responsibility, in all cases, to ensure the applications content is displayed and formatted as they require. If the client cannot format the applications content, Step 4 Technologies will offer this service at Step 4 Technologies' current hourly rate at the time of the request.

➤ PERMISSIONS AND COPYRIGHT

- The client will obtain all necessary permissions and authorities with respect to the use of all copy, graphics, logos, names and trademarks and any other material supplied by the client to Step 4 Technologies.
- Supply of said material by the client to Step 4 Technologies shall be regarded as a guarantee from the client that all such permissions and authorities have been sought and obtained for said material.
- No responsibility will be accepted by Step 4 Technologies for damages or losses incurred by the client from the use of material for which permission or authority has not been obtained.

➤ ERRORS AND LIABILITIES

- Step 4 Technologies will pursue due care to ensure applications create by Step 4 Technologies are free of errors.
- Step 4 Technologies will correct any errors made by Step 4 Technologies staff in the undertaking of the quoted application.
- Step 4 Technologies does not accept responsibility for losses or damage arising from errors within any application.
- Step 4 Technologies does not accept responsibility for errors, damages, losses or additional costs that relate to third party products that Step 4 Technologies may require completing the quoted application.

➤ Alterations

- Any alterations requested by the client after development has begun will incur extra development and regression testing time. Dependent upon the alteration or change requested an average of 3 days extra development time per alteration should be allowed for. The 3 day average may not be indicative of the time required and can be extended commensurate of the time involved to implement said changes.
- Step 4 Technologies will not accept responsibility for any alterations performed by the client or any third party which may cause or induce errors within the quoted application.
- If Step 4 Technologies are required to correct said alterations or errors resulting from said alterations, induced, injected or otherwise caused by parties other than Step 4 Technologies, the client will be charged at the hourly rate that is current for Step 4 Technologies at the time said errors are to be fixed.

➤ COMPLETION OF WORK

- All timeframes offered by Step 4 Technologies to the client are estimates. The intrinsic nature of software development and its intricacies do not offer Step 4 Technologies the luxury of defining definite timeframes.
- Step 4 Technologies will endeavour to complete all work within the estimated timeframes discussed with the client in the quotation. However, Step 4 Technologies will not be liable for any penalties, monies or hardships otherwise incurred by the client if the application cannot be delivered within the estimated timeframe.
- Step 4 Technologies will not release the quoted application unless all payments have been met under the obligations of the quotation or work agreement.
- If Step 4 Technologies does not have control over the residence (see Residency Requirements) where the finished work will reside then full payment must be made prior to said work being released by Step 4 Technologies.
- The quoted application remains the property of Step 4 Technologies Software until all obligations have been met for release of said application to the client.
- If Step 4 Technologies is working as a third party to another company, said company is responsible in meeting the obligations for release of the quote application to their client.

➤ CHANGES TO SITE AND THESE TERMS AND CONDITIONS

- This Site and these Step 4 Technologies Terms and Conditions may be amended, revised, changed, updated or modified by Step 4 Technologies with or without notice. Please review this link on a regular basis for changes. Continued use of this Site following any change to the Step 4 Technologies Terms and Conditions constitutes your acceptance of any such change to the Step 4 Technologies Terms and Conditions.