

# Piccosoft<sup>®</sup>

Software Labs India (P) Ltd

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## PICCOSOFT SOFTWARE LABS INDIA (P) LIMITED SOFTWARE SALE CONTRACT

PARTY A PICCOSOFT SOFTWARE LABS INDIA (P) LIMITED

ADDRESS NO.4, FIRST FLOOR, KAMRAJ COLONY, CHITLAPAKKAM,

CHENNAI - 600064, TAMIL NADU, INDIA

CONTACT NUMBER: +91 9840322505

CONTACT EMAIL: [SURESH@PICCOSOFT.COM](mailto:SURESH@PICCOSOFT.COM)

PARTY B MARG ERP LIMITED

ADDRESS 1ST FLOOR, PLOT NO. 07, PRINTING PRESS AREA, WAZIRPUR

LANDMARK ADJOINING PUNJAB KESHRI, DELHI, Central Delhi, 110035

CONTACT NUMBER: 8800185736

CONTACT EMAIL: [ASHISH.K@MARGERP.COM](mailto:ASHISH.K@MARGERP.COM)

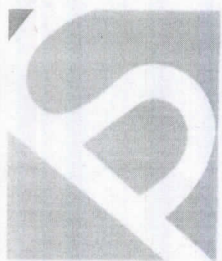
www.piccosoft.com

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No.4, First Floor Kamaraj Colony,  
Chitlapakkam, Chennai - 600064.  
Tamilnadu, India



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PICCOSOFT SOFTWARE LABS INDIA (P) LIMITED IS A SOFTWARE DEVELOPMENT SERVICE PROVIDER THAT SPECIALIZES IN PROVIDING E-COMMERCE PRODUCTS.

**SPURTCOMMERCE MULTI-VENDOR ECOMMERCE SOLUTION WITH WEB PLUS MOBILE APP STOREFRONT - V.4.3** IS BUILT ON NODEJS AND ANGULAR TECHNOLOGIES AND THE SPURTCOMMERCE MOBILE APP STOREFRONT IS BUILT ON THE IONIC FRAMEWORK FOR HYBRID MOBILE APPS. THE SOLUTIONS CAN BE USED TO CUSTOMIZE ANY ECOMMERCE ONLINE MARKETPLACE. IT IS A PRODUCT THAT WAS DEVELOPED BY PICCOSOFT TO COPE WITH THE NEEDS OF ECOMMERCE BUSINESS OWNERS OR DEVELOPERS, EITHER FOR THEIR OWN USE OR FOR THEIR CLIENTS' REQUIREMENTS.

## I. THE OBLIGATIONS OF BOTH PARTIES

(THE OBLIGATIONS OF PARTY A)

1. ON RECEIVING THE PAYMENT FROM THE PARTY B, THE PARTY A SHALL PROVIDE FULL SOURCE CODE OF **SPURTCOMMERCE MULTI-VENDOR ECOMMERCE SOLUTION WITH WEB PLUS MOBILE APP STOREFRONT - V.4.3**, INCLUDING THE FOLLOWING FOLDERS:

- Admin Folder
- API Folder
- Vendor Folder
- marketplace.sql
- Storefront Folder
- Mobile App Folder

2. THE SOURCE CODE SHALL INCLUDE FOR THOSE FEATURES AS SEEN BY THE PARTY B DURING THE DEMO SESSION.

3. TO PROVIDE LIFE TIME FREE UPGRADES TO THE SOFTWARE.

4. TO PROVIDE FUNCTIONALITY DOCUMENTATION AND API DOCUMENTATION. THIS IS AVAILABLE ONLINE IN THE WEBSITE AND THE URL FOR THE SAME SHALL BE PROVIDED.

5. TO PROVIDE FREE TECHNICAL SUPPORT, IN CASE OF ANY BUGS FOUND IN THE ALREADY DEVELOPED FEATURES IN THE SOFTWARE ONLY.

6. TO PROVIDE INSTALLATION AND SETUP ASSISTANCE TO THE TEAM OF PARTY B, ONLY FOR WEB SOLUTION. DEPLOYMENT SERVICES WILL NOT BE PROVIDED FOR MOBILE APP.

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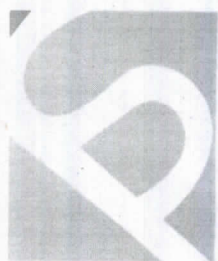
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## (THE OBLIGATIONS OF PARTY B)

7. PARTY B SHOULD PAY THE SOFTWARE PRICE AS AGREED AND MENTIONED IN THE INVOICE.
8. SPURTCOMMERCE MULTI-VENDOR WEB AND MOBILE APP SOLUTION BEING A DIGITAL GOOD, AND ITS POSSESSION AFTER PURCHASE IS INSTANT FOR THE PARTY B, THE PARTY B SHALL NOT BE ELIGIBLE FOR ANY REFUND, ONCE PURCHASED.
9. THE PARTY B SHALL USE THE SOFTWARE EITHER FOR THEIR OWN USE OR FOR THEIR CUSTOMERS REQUIREMENT.
10. THE PARTY B SHALL NOT RE-SELL THE CODE ONLINE AS A DIGITAL GOOD OR SHOULD NOT DO FREE DISTRIBUTION OF THE CODE TO PUBLIC.

## LIABILITY FOR BREACH OF AGREEMENT

1. THE FAILURE TO PERFORM THE CONTRACTUAL PROVISIONS DUE TO PARTY A'S FAULT WILL BE REGARDED AS A BREACH OF AGREEMENT BY PARTY A
2. FAILURE TO ABIDE BY THE REQUIRED CLAUSES BY THE PARTY B, WILL BE REGARDED AS A BREACH OF AGREEMENT BY PARTY B, AND PARTY B WILL ASSUME THE LIABILITY FOR BREACH OF AGREEMENT.

## OTHER

1. THIS AGREEMENT TAKES EFFECT ON THE DATE OF SIGNING BY BOTH PARTIES;
2. THIS AGREEMENT CONSISTS OF TWO IDENTICAL COPIES, AND EACH PARTY KEEPS ONE COPY;
3. ANY DISPUTES ARISING FROM THIS AGREEMENT ARE SUBJECT TO THE LAWS OF THE PEOPLE'S REPUBLIC OF INDIA AND TO ARBITRATION BY THE PEOPLE'S COURT AT THE LOCATION OF PARTY A;

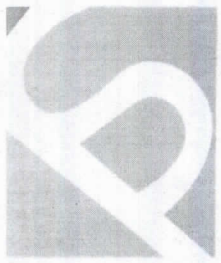
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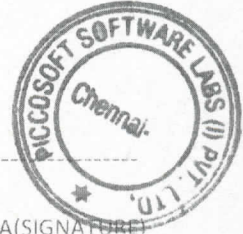
4. BOTH PARTIES AGREE THAT THEY WILL RESOLVE ANY MATTERS NOT COVERED BY THIS AGREEMENT THROUGH MUTUAL CONSULTATION IN ACCORDANCE WITH THE PRINCIPLE OF GOODWILL.

PARTY A:

PICCOSOFT SOFTWARE LABS INDIA (P) LIMITED

K. BALASUBRAMANIAN - (CFO)

Date: 4-Jan-2021



REPRESENTATIVE OF PARTY A (SIGNATURE)

PARTY B

MARG ERP LIMITED

Mr. ROHIT KUMAR - (PRODUCT MANAGER)

Date:

REPRESENTATIVE OF PARTY B (SIGNATURE)

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