

Software Design Consulting Group Terms and Conditions

1. Software Design Consulting Group has successfully demonstrated to “the Customer” the Standard Software package that he selected and decided to acquire as is. All modifications required on the Standard Software are listed and quoted separately in the Sales Order. The documents describing the modification’s content (if any) are attached to the Sales Order.
2. After full delivery of the – standard demonstrated software including requirements listed in the Sales Order – any additional modification required is subject to a new agreement called “Variation Order”. The “Variation Order” will be charged according to the time needed for the implementation, analysis, development, installation and training.
3. Licenses are supplied by base license (one base per server) and by number of concurrent users. A base license is installed on one server, in one location. Backup copies of the base licenses may be installed on other servers for the unique purpose of disaster recovery.
4. The base licenses and users’ licenses are supplied to a named company to whom Software Design Consulting Group agreed to sell the products, therefore, they cannot be transferred or re-sold (by the client) to any other company or to any other legal entity.
5. The mode of payment and prices are specified in the Sales Order. Software Design Consulting Group reserves the right to charge interest fees on unsettled dues.
6. System Warranty and Maintenance: From the date of signature of the Sales Order, the “Customer” will benefit from a three-month free maintenance program covering technical assistance service and full implementation in managing all computer operations. At the end of the three months period, we will agree on an appropriate maintenance agreement.
7. All confidential information related to “the customer” (his data or his internal procedures) exposed to Software Design Consulting Group during the system’s implementation will be treated as extremely confidential and will not be disclosed in any form.
8. **The “Customer” will not, under any circumstance, directly or indirectly divert or seek to divert any employee or subcontractor working at Software Design Consulting Group to other job opportunities for a period of one year after the employee leaves the company.**



The same procedure applies to Software Design Consulting Group versus the customers' employees.

9. Force Majeure: in the eventual case of Non-Performance, due to reasons beyond the control of Software Design Consulting Group, these terms and conditions are suspended for the period affected by the Force Majeure. If this period lasts for an indefinite time, we will both amicably agree on the termination of our collaboration.

10. Under no circumstance will Software Design Consulting Group be held responsible for direct or indirect liability steaming from bad consequences caused by the use of the Software Design Consulting Group's systems or services supplied to "The Customer"

11. Any dispute arising from the interpretation or execution of these conditions will first be settled amicably. Failing to reach a settlement of the dispute, we will agree on an arbitrator and brief the latter on the subject of the dispute. The decision of the arbitrator will be final and executable as is.

Software Design Consulting Group

Read and Agreed

"The Customer": _____

Location and Tel.: _____

Date: _____

Signature: _____