

## SOFTWARE & SERVICE LICENSE AGREEMENT

### Overview

This agreement covers scope and limitation between both parties (*vendor and client*) that secure all commitments and agreed deliverables to be performed, which were included in the sales proposal provided by the vendor agreed to the client.

### Software License Agreement

**a. IMPORTANT NOTICE**

Read this License Agreement carefully before using this Software. BY USING THIS SOFTWARE IN ANY WAY YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS SOFTWARE IN ANY WAY, AND PROMPTLY RETURN IT OR DELETE ANY COPIES OF THIS SOFTWARE IN YOUR POSSESSION.

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**c. PRICING**

PartnerSolutions, Co. price licensing is only agreed upon the current user purchase software version. License price might still be change after the current purchase without prior notice. New price changes may occur on any major system updates, modification, new features or new add-on that was included on its new system version.

**d. RESTRICTIONS**

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**g. DISCLAIMER OF WARRANTIES**

The Software is supplied "AS IS". PartnerSolutions, Co. disclaims all warranties, expressed or implied, including, without limitation, the warranties of merchantability and of fitness for any purpose. The user must assume the entire risk of using the Software.

**h. DISCLAIMER OF DAMAGES**

PartnerSolutions, Co. assumes no liability for damages, direct or consequential, which may result from the use of the Software, even if PartnerSolutios, Co. has been advised of the possibility of such damages.

### **Users Training**

User training is free per Project (*no. of days is defined in the sales quotation*) regardless on how many system license purchased, based on the signed contract to PSC. But if additional training is required, these add-on services should fall under our regular rate for new service. *Please see **Annex B** for list of services.*

### **Implementation Services:**

Purchase from PartnerSolutions, Co. (PSC) implementation Service is required depending on the assigned implementation package period in regards to the signed contract. Exceeding days beyond the period of implementation shall fall under required payable services. Please see **Annex A** for list of services.

### **Post Implementation Service (After Sales)**

Upon completion of implementation days / hours, the following are chargeable work:

- a. Technical/Functional concerns that cannot be resolved over the phone.
- b. Network and hardware problems affecting Retailware System.
- c. Customization of applications
- d. Reformatting of reports that are not covered during implementation assistance.
- e. Fixing of errors due to user's mistake or error in configuration
- f. Re-installation or reformatting of computers or terminal.

### **Add-On Services**

If during the course of the engagement, PSC determine circumstances such as substantially greater work is required than estimated, PSC will discuss it with client and gain approval before proceeding.

### **Customization**

Should you have other additional process that need for programming? This will fall under our standard rate for customization services. (*Please see **Annex A** for list of services.*)

### **Software & Implementation Service Warranty**

Software and Implementation Service warranty will fall under full warranty of 1 year from the date of completion, PSC shall provide a so called "Acceptance report" that indicates request and task has been delivered and fully operational which were signed by the client or whoever is in charge. This document signifies of the owner's acceptance.

### **Refunds**

Absolutely no refunds on any software or hardware once it has been installed. But provider can still fulfill its obligation on 1 year warranty to the client/customer. Once the purchase has been done, the client/customer fully understand the terms and condition on his/her signed contract of purchase agreement. If the client/customer finds on the process that it was not fit on its current business setup, he/she can ask the provider to revise/adjust or customize the system based on required business requirement but client should understand that any modification required to the system is automatically fall under system customization rate that can be seen on **Annex B**.

### **Hardware Warranty:**

All Hardware's warranty, purchased through PSC Company is between the end-user and manufacturer. Unless specifically specified in PSC sales proposal.

### **Out of Warranty Coverage**

Out-of-warranty and/or additional support requests apart from the specified warranty rendered within PSC normal operating work hours will be based on the PSC's service rates at the time of the request. (Please see **Annex B** for list of services.)

### **Software & Hardware Warranty Exclusions**

- a. Operational failure from external causes including, but not limited to misuse, abuse, failure to operate from conditions such as virus infection and other 3rd party.
- b. Operational failure by accident or disaster, which shall include but not limited to fire, flood, earthquake and other Godly acts.

### **Travel Expense / Reimbursable**

All travel expenses is subjected for reimbursement to the client. In the event that additional support is requested outside Metro Manila and a member of PSC is requested to stay beyond the agreed days in the said proposal the client agrees to pay PSC all additional travel expenses like per diem, food allowance and accommodation.

### **Freight Charges (Outside Metro Manila)**

All Freight charges & Import/Export Taxes are the sole responsibility of the client if "EXPORT DELIVERY" is shown under Delivery Type. The buyer agrees to provide PSC with their preferred carriers name and account number. If PSC should use their carrier of choice a 15% handling charge will apply. The client authorizes PSC to ship all purchases and PSC tools are required to complete the project.

In the event the buyer cancels their order, then the buyer agrees to pay a twenty percent (20%) restocking/cancellation fee. The restocking/cancellation fee is due immediately after notice of cancellation is given. Cancellations must be in writing and delivered to PSC within 5-Days from receipt of Signed Proposal.

### **Collections / Returned Checks / Interest / Property Rights**

- a. In the event this account is forwarded to an attorney for collection, buyer agrees to pay all court costs and reasonable attorney's fees associated with the collection of this account
- b. A returned check charge of Php 2,500.00 shall be applied for any check returned unpaid.
- c. If the above agreed payment terms are not met, then Interest of One and One Half percent (1.5%) compounded per month will be applied to this account until the account has been paid in full.
- d. PSC reserves the right to remove all equipment/software/services sold to client if payment terms are not met. Removal of equipment/software/services sold does not relieve the client from its responsibilities to make payment to PSC. After property is removed and the client makes payment in full all property will be returned to the client, and any services charges to reinstall will be billed to the client based on the PSC's service rates at the time of the reinstallation.

### **Settlement of Accounts and Payment**

Payments should be based on agreed terms and condition on vendor to client sales proposal signed document. All delivered products and services should be paid without any special add-on condition that is out from agreed proposal. All payable should be named under PartnerSolutions Co. only.

### **Business to Business Service Agreement**

All products and services acquired to PSC should be only participated by our authorized staff personnel. Any personal agreement between our company staff to client without advice to PSC should be considered a violation of contract and can be used to terminate this contract automatically and could cause our staff to go under disciplinary action or termination.

**Service Contract Period**

Our service contract period is only good for one (1) year from the day this document was signed. If client wishes to renew this contract for another year, please kindly inform PSC office for the new engagement between both sides. A fee will be collected per renewal of contract. This Contract is used to authorize us to preserve good service and good relationship to our respected clients. This contract binds into what both parties agreed upon signing the contract.

**Project Business Partnership**

Upon project engagement, PSC presumed that we are a big part of the client progress and we are responsible for delivering the highest expectation on our products. Dealing with good engagement is requiring good relationship for both parties as a Vendor and Client partnership. PSC assure its responsibility for good commitment to client. Therefore, client should return good perspective to PSC company and deal with full confidence on its services and products. All committed services or product purchase to PSC will be delivered with full confidence and accuracy.

**Complete Agreement**

It is expressly understood and agreed that this Agreement constitutes the complete contract between the Parties and supersedes and replaces all prior or contemporaneous representations, communications, understandings and agreements between the Parties, oral or written, with respect to the subject matter hereof. Further, it is expressly understood and agreed that the present Agreement shall not be amended or modified except, in writing, where such writing is signed by the authorized representative of each Party. No representations, statements, warranties or agreements, other than those herein expressed, have intervened to induce the making, execution and /or delivery of this Agreement.

**ANNEX-B**

(List of Optional Add-On Services)

Task	Duration	Amount
Re-Training	per day	P4,500.00
Re-Installation and Configuration	per day	P4,500.00
Onsite Assistance and Monitoring	per day	P4,500.00
System Add-on Customization	per hour	P 1,800.00
Support Onsite Visit (Travel Expense) Reimbursable	N/A	Per Petty Cash Documents
Troubleshooting Support out of the system bound concern	1 day	P4,500.00
Add-on Installation of BackOffice Application	per PC	P6,500.00
<b>Onsite Support Rate on week end and holidays</b>	1 day	P6,000.00

**Acceptance**

By signing this contract, the client read & understands all the clauses indicated in this document. Therefore, client agreed in all of its conditions.

**Agreed by:**

\_\_\_\_\_  
Client name / Representative

**Prepared by:**

\_\_\_\_\_  
Dexter Vanzuela  
I.T and Sales Director  
PartnerSolutions, Co