Software License Agreement

1. This is an agreement between GRADIENT NETWORKS a firm having its registered office at 1025/3 1st Cross Gitanjali Layout, New Thippasandra, Bangalore India and Licensee, who has a valid purchase invoice from the licensor and being licensed to use any Software sold by the licensee.

2. Licensee acknowledges that this is only a limited nonexclusive license. Licensor is and remains the owner of all titles, rights, and interests in the Software.

3. This License permits Licensee to install the Software on more than one computer system, as long as the Software will not be used on more than one computer system simultaneously. Licensee will not make copies of the Software or allow copies of the Software to be made by others. Licensee may make copies of the Software for backup purposes only.

4. **This Software is subject to a limited warranty.** Licensor warrants to Licensee that the physical medium on which this Software is distributed is free from defects in materials and workmanship under normal use, the Software will perform according to its stated documentation, and to the best of Licensor's knowledge Licensee's use of this Software according to the printed documentation is not an infringement of any third party's intellectual property rights. This limited warranty lasts for a period of 365 days after delivery. To the extent permitted by law, THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE. No agent of Licensor is authorized to make any other warranties or to modify this limited warranty.

5. Notwithstanding the foregoing, LICENSOR IS NOT LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR LICENSEE'S USE OF THIS SOFTWARE.

6. Licensee agrees to defend and indemnify Licensor and hold Licensor harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from Licensee's business operations.

7. Licensor has the right to terminate this License Agreement and Licensee's right to use this Software upon any material breach by Licensee.

8. Licensee agrees to return to Licensor or to destroy all copies of the Software upon termination of the License.

9. The Licensor does not claim that the software is free of defects. The software may have minor defects which do not impact the working of the software and can be overcome by workarounds suggested by the licensor.

10. The database and data containing the information pertaining to the software is created and managed dynamically. Licensee is strongly advised to take backup of this data every day or more frequently if desired. The integrity of the data depends on factors like but not limited to - the computer and digital media in which the data is stored, Database software, power fluctuations and interference from malicious software which may be present in the computer. Licensor is not responsible for the loss of this data altogether or any loss of integrity.

11. Actions performed by the software and its performance may be impacted by a variety of factors including but not limited to Computer hardware, Other hardware like SIM, Interconnected and other systems on which the software relies to accomplish its tasks, Power fluctuation etc., The licensee understands the limitations and performance of these factors will impact the performance of the licensed software and impose limitations on the licensed software. The licensor will not in any anyway be responsible for any loss or damage monitory or otherwise resulting out of such conditions.