



# DAXIN SOFTWARE TECHNOLOGIES PVT. LTD.

403, 4-1-898, Oasis Plaza, Tilak Road, Abids, Hyderabad, TS-500 001, Phone: 040-45629880  
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## SERVICE AGREEMENT

Warranty  /AMC

Agreement Date :

Unicode :

Valid Upto (Date) :

Firm Name :

GSTIN :

Door No :

Street :

Land Mark :

Area :

City :

Type : GST (Regular)

Composition

Non.Reg

Contact Peron1 :

Contact Peron2 :

Phone No's :

Website :

Mobile :

Mobile :

SMS Cell :

E Mail :

Installed Folder :

Software : Profitmaker-

Version:

No of Systems :

Executive :

### Terms & Conditions

M/s. Daxinsoft Technologies Pvt.Ltd., 403, 4-1-898, Oasis Plaza, Tilak Road, Abids, Hyderabad is the first party here after referred to as Company and M/s. \_\_\_\_\_

Place \_\_\_\_\_ is the Second party here after referred to as Party.  
PROFITMAKER Software referred to as Software.

**This agreement is made and executed by and between Company and party.**

1. Service will be provided either onsite/online/telephone on working days between 10.30 AM to 6 PM only.
2. **AMC covered Maximum 2 onsite visits and Maximum 10 online services or one year, whichever is earlier from the date of agreement.**
3. Company is not responsible for any type of data corruption caused due to mishandling of Hardware/Software/Virus.
4. Full/Part amount paid against software purchase is not refundable in any case.
5. **This agreement/software is not transferable and service will be provided at above mentioned address only.**
6. Under this agreement we will provide maintenance (not any new development/Reports/Invoice Formats) service for our software.
7. "Check for Updates" option will not work for who are not in AMC/Warranty. After AMC/Warranty dated executable will not work.
8. This agreement will not cover any computer hardware, UPS, Printer and other software problems.
9. Annual Maintenance Contract (AMC) should be done preferable before the warranty expiry. If AMC not paid all services will be stopped till the payment made.
10. Company is not responsible for tamper of the Data/Software by any person/Company.
11. Company is not responsible for financial loss that may arise due to decision made based on the any features or reports of the software.

Company Sign & Stamp

Executive Sign

Customer Signature with stamp

12. Any disputes or claims arising under this agreement shall be subject to Hyderabad jurisdiction only.
13. This agreement will not cover any service/training for operating system (Windows, Office, Browsing and Mailing Etc.) or any other software and Network/Drivers/Printers etc.
14. If any hardware problem exists in the system, that should be rectified before rendering the Company service.
15. Piracy of the software or any type of encouragement / support for the piracy by the Party, Company will terminate the service and take proper action accordingly.
16. For local Branch (Same town) Parties, from the date of purchase of our software we provide first 2 or 3 Visit free service within 3 months (training/doubts clarification/maintenance of our software)
17. Fresh installation for local parties 1 person will be trained on our software for three alternate days (2 hour a day). And 4 hour for out station party only 1 time.
18. Company will not feed any type of data, related to our software or other software.
19. Software Setup or New files of our software need to download from our website ([www.daxinsoft.com](http://www.daxinsoft.com)). Company will not provide and CD/DVD/Pen Drive etc. for the same.
20. Minimum software/Hardware (Specs as given by the company) should be present in the party system.
21. Any Additional systems to work on software will be charged extra.
- 22. Firm name/GST Number cannot be changed in any case, the software must be used as above given.**
- 23. In case change of address of the party firm name, Owner or Partners and Registration must be same as above and Charges applicable.**
24. In case of Cheque bounce, Party should make the payment by Case/DD within 2 days with bank charges of min.Rs.250/- if not paid legal proceeding will be taken according to the company norms. Service will be stopped for the parties till they clear the amount dues.
- 25. After warranty period AMC agreement must be done by both the parties. AMC agreement will be on sole discretion of the company.**
26. Adding / removing the features of software will be on sole discretion of the company.
27. In case the party is failed to clear the agreed amount payment with is 15 days from the date of installation, Company will terminate the agreement and take the proper action accordingly and all services will be stopped.
28. According to the agreement party has the right to use the software at above mentioned place only.
29. Company is not answerable for (Legal / Pirated) Operating System or any other software using by the party.
- 30. In case party don't use the software for at least two months (due to party shifted to other software) Company will terminate the contract without intimation.**
31. Company is not answerable or deal with any Government authorities related to party business activities.
32. Some other conditions are applicable as listed in [www.daxinsoft.com/services](http://www.daxinsoft.com/services).

Company Sign & Stamp

Executive Sign

Customer Signature with stamp