

## Terms & Conditions for FATbit Products/Ready Solutions/FATbit IPR

<b>1</b>	<b>INTRODUCTION AND PARTIES</b>	
	<p>This Agreement (“Agreement”) is made between:</p> <p><b>FATbit Technologies / Ably Soft Pvt. Ltd.</b>  Address: ITC-3, Sector 67, Mohali, Punjab – 160062, India  (Hereinafter referred to as “<b>FATbit</b>”)</p> <p>AND</p> <p><b>Client:</b>  .....  .....</p> <p>Through its Authorized Representative:  .....</p> <p>(Hereinafter referred to as “<b>Client</b>”)</p> <p>FATbit is engaged in the business of developing, licensing, and customizing software solutions, turnkey products, digital platforms, and related IT consultancy services (“<b>Products</b>” and “<b>Services</b>”).</p> <p>Client desires to purchase FATbit’s Products/Services, subject to the terms herein.</p> <p><b>NOW, THEREFORE</b>, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows.</p>	
<b>2</b>	<b>DEFINITIONS</b>	
	<b>Base Product</b>	The turnkey software solution(s) offered by FATbit with default features and UI/UX. FATbit owns all Intellectual Property Rights (IPR) in the Base Product.
	<b>Final Product</b>	The final deliverable developed for the Client, with or without customization of the Base Product, based on the agreed Scope of Work (“SOW”).
	<b>Billable Hours</b>	“Billable Hours” shall mean all hours reasonably and necessarily spent by FATbit or its authorized personnel in connection with the requirements gathering, client communication, execution, delivery, support, or management of the Project, including but not limited to:

		<p>a) Communication with the Client, the Client’s representatives, or any third party engaged or authorized by the Client.</p> <p>b) Coordination with any third party for activities required for execution, implementation, or delivery of the Project.</p> <p>c) Requirements gathering and analysis, including review of documents, workflows, and business rules shared by the Client.</p> <p>d) Planning, documentation, UI/UX design, development, coding, testing, quality assurance, deployment, and implementation activities required for the proper execution and delivery of the Project.</p> <p>e) Investigating, reproducing, and resolving UAT issues, functional errors, or bugs reported by the Client or by any person/entity appointed by the Client.</p> <p>f) Optimization or enhancement of scripts, software, performance, design, UI/UX, or any other component based on Client requirements or feedback.</p> <p>g) Technical Support or General Support, it being expressly understood that free support is not applicable under the Time &amp; Material / Agile Engagement Model unless explicitly agreed otherwise in writing.</p> <p>h) Any additional hours that FATbit may reasonably be required to spend to ensure the successful execution, delivery, stabilization, or support of the Project.</p>
	<b>“Project Price/Value/Quotation”</b>	The total amount payable to FATbit, exclusive of taxes. All applicable taxes, withholding, and levies shall be borne by the Client.
	<b>Production Server</b>	The server where the live system is hosted.
	<b>Staging Server</b>	The environment used for development/UAT, generally provided by FATbit unless otherwise requested by the Client.
	<b>Single Non-Exclusive Domain License (SDNEL)</b>	A perpetual, worldwide, non-exclusive, transferable license to use the Project on a single production domain/sub-domain. This license permits modification of unencrypted files delivered to the Client. It does not permit reverse engineering of encrypted components or any breach of FATbit IPR.
	<b>Client Data</b>	All data provided by or generated by the Client during product usage. FATbit does not claim any ownership over Client Data.
	<b>Client-specific Customizations</b>	Customizations, enhancements, or modifications developed by FATbit specifically to address the Client’s business requirements as part of the

		Project. Such deliverables are intended for the Client’s exclusive use and shall not be reused or resold by FATbit “as-is” for another client.
<b>3</b>	<b>NO SHARE IN CLIENT PROFITS OR BUSINESS VALUE</b>	
	<p>Upon full and final payment for the Products and/or Services, FATbit shall not claim, assert, or be entitled to any share, percentage, royalty, participation, or interest in the Client’s business profits, revenue, valuation, or proceeds from any business sale, merger, acquisition, or transfer—except where the Client is found to have violated any terms relating to FATbit’s Intellectual Property Rights (IPR).</p> <p>In the event of any such IPR violation, FATbit reserves all legal rights, remedies, and claims available under this Agreement and applicable law.</p>	
<b>4</b>	<b>PORTFOLIO AND CASE STUDY RIGHTS</b>	
	<p>Client authorises FATbit to list/display the Client Info such as the Client name, logo, website URL, and non-confidential Project Information in FATbit’s portfolio, marketing material, and case studies.</p> <p>This clause:</p> <ul style="list-style-type: none"> <li>• overrides all/every prior NDA and other agreements signed between the parties,</li> <li>• does not authorize FATbit to disclose Client’s confidential information, and</li> <li>• survives termination of this Agreement.</li> </ul>	
<b>5</b>	<b>FREE TECHNICAL SUPPORT</b>	
	<p>FATbit shall provide up to one (1) year of free technical support only for:</p> <ul style="list-style-type: none"> <li>• scripting/programming errors</li> <li>• calculation/logic errors</li> <li>• API integration or connection errors</li> </ul> <p>Exclusions (not covered under free support):</p> <ol style="list-style-type: none"> <li>a. Server issues, hosting misconfigurations, or third-party server environments</li> <li>b. Issues caused by Client-side modifications</li> <li>c. Changes in third-party APIs, SDKs, plugins</li> <li>d. UI/UX changes or enhancements</li> <li>e. New features or change requests</li> <li>f. Issues arising from unsupported browsers, OS versions, or devices</li> </ol> <p>Support applies only to the original codebase delivered and does not cover customizations unless covered by a separate contract.</p> <p><b>5.1 Applicability of Free Technical Support</b></p>	

	<p>The complimentary technical support provided under this Clause shall apply only to:</p> <p>(a) the Base Product (Web and Mobile Applications) delivered by FATbit; and</p> <p>(b) Projects executed under a fixed-price engagement model where the Scope of Work (SOW) and deliverables have been mutually agreed in advance.</p> <p>Free technical support shall <b>not apply</b> to Projects executed under a Time and Material (T&amp;M) or Agile Engagement Model, wherein:</p> <ul style="list-style-type: none"> <li>● FATbit has not quoted a fixed Project Price; and/or</li> <li>● the Scope of Work is iterative, evolving, or not fully defined at the commencement of the Project; and/or</li> <li>● the Project requirements are subject to change, refinement, or prioritization during execution in accordance with Agile methodology.</li> </ul> <p>All technical support, issue resolution, stabilization efforts, or post-delivery assistance for such T&amp;M / Agile Projects shall be treated as Billable Hours and shall be charged in accordance with FATbit’s applicable service rates, unless expressly agreed otherwise in writing.</p>
<b>6</b>	<b>PHOTOGRAPHY AND GRAPHICS</b>
	<ol style="list-style-type: none"> <li>a. Demo images supplied by FATbit are for demonstration only and may not be used commercially without proper licensing.</li> <li>b. Client is fully responsible for licensing all graphics used on the live site.</li> <li>c. Client indemnifies FATbit against any copyright claims arising from Client-provided content.</li> </ol>
<b>7</b>	<b>BROWSER AND DEVICE COMPATIBILITY</b>
	<p>FATbit will make every reasonable effort to ensure that the web pages and user interfaces of the Product function correctly on the latest stable versions of the most widely used web browsers—specifically Google Chrome, Mozilla Firefox, and Microsoft Edge—that are available as of the Effective Date of this Agreement.</p> <p>However:</p> <ol style="list-style-type: none"> <li>a. FATbit shall not be held responsible for any display, layout, style, performance, or functional issues that arise due to updates or new releases of browsers, operating systems, or devices after the date the pages were originally designed or delivered.</li> <li>b. Internet Explorer (IE) is an outdated and unsupported browser. FATbit does not design or optimize the Product for Internet Explorer users by default.</li> <li>c. FATbit recommends using the latest versions of modern browsers (e.g., Chrome, Firefox, Edge) for optimum performance and compatibility.</li> </ol>

	<p>If the Client requires enhancements, UI/UX fixes, or compatibility improvements for older versions of Internet Explorer or any other outdated/legacy browsers or devices, FATbit can undertake such work for an additional fee, based on time and effort required.</p>
<p><b>8</b></p>	<p><b>CANCELLATION AND MONEY BACK GUARANTEE</b></p>
	<p><b>8.1 Cancellation Rights</b></p> <p>Either Party may cancel or terminate the Project and/or this Agreement at any time by providing written notice to the other Party. Upon such cancellation:</p> <ul style="list-style-type: none"> <li>a. The Client shall remain liable to pay FATbit for all work completed, milestones delivered, and Billable Hours accrued up to the effective date of cancellation.</li> <li>b. FATbit shall not be obligated to deliver any unpaid work or unpaid milestones after the cancellation date.</li> <li>c. All licenses granted to the Client under this Agreement shall automatically terminate, except for those specifically tied to deliverables that have been fully paid for.</li> <li>d. FATbit shall have the right to remove, disable, or take down any work deployed on Client servers or app stores if the associated deliverables have not been paid in full. The Client is solely responsible for data backups, loss of business and other damages etc and FATbit shall not be liable for any such losses arising from cancellation.</li> <li>e. Each Party shall return or destroy the other Party’s confidential information as required under this Agreement.</li> </ul> <p>This clause does not affect the Client’s right to a refund under the 30-Day Money-Back Guarantee (Clause 8.3), nor does it limit FATbit’s rights or remedies in the event of a breach of FATbit’s Intellectual Property Rights or other terms of this Agreement.</p> <p><b>8.1.1 Refund on Client-Initiated Cancellation</b></p> <p>In the event the Project is cancelled or terminated by the Client for any reason other than FATbit’s material breach of the agreed Scope of Work, any payments made by the Client towards the Project may be refunded after deducting:</p> <ul style="list-style-type: none"> <li>(a) the upfront payment received by FATbit towards project initiation, onboarding, requirements gathering, planning, documentation, and resource allocation; and</li> </ul>

		<p>(b) any payments received against milestones that have been completed, partially completed, or are in progress as of the effective date of cancellation, calculated on the basis of the Billable Hours spent by FATbit in connection with such milestones.</p> <p>FATbit shall not be obligated to refund any amounts corresponding to work performed, deliverables completed, or resources allocated up to the date of cancellation.</p>
	<b>8.2 Ownership on Cancellation</b>	Client retains rights only to the work/milestones fully paid for.
	<b>8.3 30-Day Money-Back Guarantee</b>	<p>Applicable only for GoQuick/Start-Up packages</p> <p>If the Client requests cancellation within 30 days of purchase:</p> <p>Refund = Amount Paid – 4% Payment Gateway Fee – (USD 18 × Billable Hours spent)</p> <p>Upon refund:</p> <ol style="list-style-type: none"> <li>a. FATbit may take down the website/apps from Client servers and app stores.</li> <li>b. FATbit retains all IP rights.</li> <li>c. Client must delete all files.</li> <li>d. Client is solely responsible for data backups, loss of business and other damages etc</li> </ol> <p>No refunds apply to customizations, add-ons, server setup, or installation fees.</p>
<b>9</b>	<b>COPYRIGHT AND OWNERSHIP RIGHTS</b>	
	<b>9.1 Ownership</b>	Client receives a license only; ownership of the Base Product and customizations remains with FATbit at all times unless explicitly transferred in writing.
	<b>9.2 Usage Rights</b>	<p>Client may use the Base Product/Final Product only on licensed domains.</p> <p>Client must prevent unauthorized access, duplication, or distribution of any scripts supplied.</p>
	<b>9.3 Permitted Use and Client Rights</b>	Subject to full payment of all applicable fees and compliance with the terms of this Agreement, the Client shall have the following rights with respect to the use of the Base Product and/or Final Product:

		<p>(a) to use, operate, and commercially exploit the licensed software for running its own business operations on the licensed domain(s);</p> <p>(b) to modify, customize, and enhance the unencrypted portions of the Product, either internally or through authorized third-party developers, strictly for the Client’s own business use;</p> <p>(c) to create backup copies and maintain development, testing, and staging environments in accordance with the license terms;</p> <p>(d) to transfer the license as part of a complete transfer of the Client’s business, assets, or ownership, subject to compliance with Clause 10.5;</p> <p>(e) to engage third-party developers for support, maintenance, or enhancements, provided such third parties are bound by confidentiality and intellectual property protection obligations consistent with this Agreement.</p> <p>For the avoidance of doubt, the rights granted under this Clause:</p> <ul style="list-style-type: none"> <li>● do <b>not</b> include the right to resell, sublicense, distribute, or commercially exploit the software as a standalone product or as a service to third parties;</li> <li>● do <b>not</b> grant any ownership rights in FATbit’s Intellectual Property, frameworks, or encrypted components;</li> <li>● remain subject to all restrictions set forth under Clause 10 (Intellectual Property Rights) and Clause 11 (Single Domain License).</li> </ul>
<b>10</b>	<b>INTELLECTUAL PROPERTY RIGHTS</b>	
	<b>10.1 FATbit’s IPR</b>	<p>Unless expressly agreed otherwise in writing, FATbit retains ownership of the Base Product, Final Product, custom code, documentation, design, frameworks, and all associated intellectual property.</p> <p>Customizations developed specifically for the Client shall be treated as <b>Client-specific deliverables</b> and will not be reused or resold by FATbit “as-is” for another client. However, FATbit retains the right to reuse underlying concepts, components, and technical know-how for other projects, provided no direct replication of the Client’s implementation is carried out.</p>

		The Client is granted usage rights in accordance with Clause 10.5. No ownership rights are transferred unless expressly agreed in writing.
	<b>10.2 Prohibited Activities</b>	<p>Client must not:</p> <ul style="list-style-type: none"> <li>a. Create unauthorized copies</li> <li>b. Reverse-engineer encrypted/compiled files</li> <li>c. Resell, rent, or sublicense FATbit software</li> <li>d. Share code with third parties without NDA</li> </ul>
	<b>10.3 Permitted Copies</b>	<p>Client may create non-production copies for:</p> <ul style="list-style-type: none"> <li>a. backup</li> <li>b. QA testing</li> <li>c. internal development</li> </ul>
	<b>10.4 Remedy for Breach</b>	<p>In case of IPR violation, FATbit may seek:</p> <ul style="list-style-type: none"> <li>a. immediate injunction</li> <li>b. damages (direct and indirect)</li> <li>c. termination of license</li> <li>d. criminal proceedings wherever applicable</li> </ul>
	<b>10.5 License Grant</b>	<p>Subject to full payment, and no outstanding disputes, Client is granted a:</p> <ul style="list-style-type: none"> <li>- Perpetual</li> <li>- Worldwide</li> <li>- Non-exclusive</li> <li>- Transferable (transferable only as part of a full business sale or asset transfer and not as a standalone software resale)</li> <li>- Non-resalable</li> </ul> <p>license to use and customize the purchased solution.</p>
<b>11</b>	<b>SINGLE DOMAIN LICENSE</b>	
	<b>11.1 License Scope</b>	<p>Unless otherwise agreed in writing, the Client may use the licensed software on:</p> <ul style="list-style-type: none"> <li>(a) one (1) production domain/sub-domain,</li> <li>(b) up to two (2) development/testing sub-domains (e.g., wip.yourdomain.com, test.yourdomain.com), and</li> <li>(c) localhost.</li> </ul>

		Each additional production domain or sub-domain requires a separate license. Development/testing sub-domain licenses may be purchased at USD 500 each.
	<b>11.2 Add-on Domains</b>	Add-on or forwarding domains pointing to the licensed production domain do not require additional licenses.
	<b>11.3 Domain Change Requests</b>	<p>If the Client requests to change the licensed domain, FATbit may issue a new license file for the updated domain upon payment of the applicable Domain Change Fee.</p> <p>Upon issuance of the new license file:</p> <ul style="list-style-type: none"> <li>a) The license for the previous domain automatically terminates,</li> <li>b) The Client must remove all installations from the old domain, and</li> <li>c) The software must not run on both domains simultaneously.</li> </ul> <p>Any continued use on the previous domain after the domain change will constitute an unauthorized use and a violation of FATbit’s IPR, entitling FATbit to take legal and technical action as permitted under this Agreement.</p>
<b>12</b>	<b>LICENSE VALIDITY PERIOD</b>	
	<p>FATbit initially issues a limited-term license upon delivery of the Product. A lifetime (permanent) license shall be granted six (6) months after the date of full and final payment, provided that there are no outstanding dues or unresolved disputes under this Agreement.</p> <p>If the Client’s license appears expired despite full payment being made, the Client may contact the FATbit Support Team, and such issues will be addressed and resolved on the highest priority.</p> <p>However, permanent licenses are not applicable to non–white-labeled licenses. For all non–white-labeled licenses purchased by the Client, the license shall be renewed periodically in accordance with the terms and intervals agreed between the Parties.</p>	
<b>13</b>	<b>USE OF ENCRYPTED FILES AND FRAMEWORK</b>	
	<b>13.1</b>	FATbit’s software solutions and turnkey products are developed using FATbit’s proprietary encrypted framework and code library. Unless explicitly agreed otherwise in writing, all Products delivered to the Client shall include the encrypted version of the framework by default. The Client acknowledges and accepts that the encrypted framework is an integral component of FATbit’s software architecture and delivery model.
	<b>13.2</b>	The encrypted framework is used to:

		<ol style="list-style-type: none"> <li>a. safeguard FATbit’s Intellectual Property and proprietary development methods;</li> <li>b. prevent unauthorized copying, extraction, or reverse engineering of core logic;</li> <li>c. ensure faster development cycles and consistent code quality; and</li> <li>d. deliver stable, secure, and reliable applications.</li> </ol>
	<b>13.3</b>	FATbit will specify in the Scope of Work (SOW) whenever its proprietary framework or code library is being used in the Project. However, the use of the encrypted framework shall be presumed and applicable by default unless explicitly waived or altered under a separate written agreement signed by both Parties.
	<b>13.4</b>	<p>While the core framework files remain encrypted and are not shared in source-code form, FATbit will provide the Client with comprehensive documentation covering the available framework functions, features, and integration points so that the Client’s own developers may:</p> <ol style="list-style-type: none"> <li>a. extend or modify unencrypted components of the Product;</li> <li>b. build new modules or features;</li> <li>c. integrate third-party services where supported.</li> </ol>
	<b>13.5</b>	<p>The FATbit framework consists of a set of reusable utilities and components relating (but not limited) to:</p> <ul style="list-style-type: none"> <li>● database operations,</li> <li>● file and image management,</li> <li>● pagination,</li> <li>● form generation and validation,</li> <li>● general-purpose helper functions, and</li> </ul> <p>workflow-related logic.</p> <p>These components resemble PHP functions but use a custom FATbit-defined syntax designed for improved performance, maintainability, and security.</p>
	<b>13.6</b>	Competent PHP developers can typically learn and work with the FATbit framework within 2–4 days using the documentation provided. However, the encrypted portions of the framework remain FATbit’s exclusive Intellectual Property and may not be decrypted, reverse engineered, modified, or extracted under any circumstances.
	<b>13.7</b>	Use of FATbit’s encrypted framework does not limit or restrict the Client’s right to modify unencrypted Product files delivered to them, but does not

		grant the Client any ownership interest or usage rights in FATbit's encrypted framework itself. All Intellectual Property Rights in the framework remain exclusively with FATbit.
<b>14</b>	<b>GENERAL TERMS</b>	
	<b>14.1 Limitation of Liability</b>	<p>a. Exclusion of Damages</p> <p>Notwithstanding anything contained in this Agreement, FATbit shall not be liable to the Client or to any third party for any loss of profits, loss of revenue, loss of savings, business interruption, loss of data, or any indirect, incidental, consequential, exemplary, special, or punitive damages arising out of or relating to:</p> <ul style="list-style-type: none"> <li>a) any deficiencies, defects, or unintentional errors in the Product or Services;</li> <li>b) any delays in delivery or implementation; or</li> <li>c) any use or inability to use the Product,</li> </ul> <p>even if FATbit has been advised of the possibility of such damages.</p> <p>b. Errors in Web Content or Information</p> <p>Despite FATbit's best efforts, inadvertent errors or inaccuracies may occur in website content, documentation, or other materials. FATbit shall not be held liable for any such accidental errors beyond correcting the error within a reasonable timeframe once it is brought to FATbit's attention. FATbit shall not be responsible for any losses, damages, liabilities, or claims arising from such inadvertent errors.</p>
	<b>14.2 Indemnification</b>	<p>Client shall indemnify FATbit against:</p> <ul style="list-style-type: none"> <li>a. misuse of the software</li> <li>b. illegal activities on the platform</li> <li>c. copyright/IP violations caused by Client content</li> <li>d. actions of Client's employees or contractors</li> </ul>
	<b>14.3 Non-Solicitation</b>	Client shall not solicit, hire, or engage FATbit employees or contractors for 24 months from the date of last payment made to FATbit.
	<b>14.4 Force Majeure</b>	Neither Party shall be liable for delays caused by events beyond reasonable control, including natural disasters, internet outages, government actions, etc.

	<p><b>14.5 Governing Law &amp; Dispute Resolution</b></p>	<p>This Agreement shall be governed by the laws of any jurisdiction chosen by either Party for the purpose of resolving a dispute, and any competent court or arbitration body within such chosen jurisdiction shall have the authority to adjudicate the matter.</p> <p>All disputes shall be resolved through the following steps:</p> <ol style="list-style-type: none"> <li>1. Written negotiation,</li> <li>2. Mediation through a mutually agreed mediator, and</li> <li>3. Binding arbitration administered by any arbitration institution or authority selected by either Party.</li> </ol>
<p><b>15</b></p>	<p><b>THIRD PARTY DEPENDENCIES AND EXTERNAL DELAYS</b></p>	
		<p>The Client acknowledges that the timely execution, delivery, deployment, or implementation of the Project may be dependent upon the performance, approvals, configurations, or services of third-party providers not under FATbit’s control, including but not limited to:</p> <ul style="list-style-type: none"> <li>● hosting providers or cloud infrastructure vendors;</li> <li>● payment gateway service providers;</li> <li>● SMS, email, logistics, mapping, or other API service providers;</li> <li>● domain name registrars or DNS management services;</li> <li>● mobile application distribution platforms such as the Apple App Store or Google Play Store;</li> <li>● Client-appointed third-party developers, IT vendors, or DevOps service providers.</li> </ul> <p>FATbit shall not be responsible for any delays in Project timelines, delivery schedules, deployment, testing, publishing, or implementation arising from:</p> <ul style="list-style-type: none"> <li>● delays in approval, verification, onboarding, or credential issuance by such third parties;</li> <li>● latency, downtime, or service interruptions in third-party APIs or platforms;</li> <li>● server misconfiguration or infrastructure-related issues outside FATbit’s direct management;</li> <li>● rejection, review cycles, or publishing timelines imposed by mobile application stores or platform providers; or</li> </ul>

		<ul style="list-style-type: none"><li>• delayed response, coordination, or implementation by the Client or its appointed representatives.</li></ul> <p>Any time reasonably spent by FATbit in diagnosing, coordinating, troubleshooting, or resolving issues attributable to such third-party dependencies shall be treated as Billable Hours under this Agreement.</p> <p>Accordingly, FATbit shall not be liable for any Project delays, implementation setbacks, or loss arising due to the acts or omissions of such third-party service providers or external dependencies.</p>
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