

THIS CONTRACT is between Software Developers Inc (SDI), a Corporation having its office at 18805 Cox Avenue, Ste 200, Saratoga, CA - 95070 and the individual or company accepting these terms and conditions and signing or submitting this Contract online or in written form ("Client" shall unless conflicting with the context or meaning thereof, be deemed to include its assignors, successors etc in case of partnership firm partners). The policies, terms and conditions below limit SDI's liability and obligations to you. We urge you to carefully read the following terms and conditions. This Contract may be modified from time to time at SDI's discretion without prior notice to or the consent of the users and the current effective policy will be deemed to be part of this Contract.

1. By accepting or submitting this Contract electronically or in writing, and/or by using SDI's services, including but not limited to, submission of content, payment or authorization of payment, you client agree to be bound by the following terms and conditions. No variation of these conditions will be binding unless made in writing and signed by a director of SDI. IF YOU DO NOT ACCEPT THIS CONTRACT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE OUR SERVICES. IF YOU AGREE TO THESE TERMS AND CONDITIONS ON BEHALF OF A BUSINESS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT BUSINESS TO THIS CONTRACT AND YOUR CONTRACT TO THESE TERMS WILL BE TREATED AS THE CONTRACT OF THE BUSINESS. IN THAT EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT BUSINESS.

2. SDI provides web design and development, Software development and mobile application development services amongst other services. The Client acknowledges that the creation or development of the website and/or Software and/or Mobile application and/or Mobile application and/or the Services may in certain circumstances involve a period of development, where SDI will need to obtain the Client's instructions. The Client shall ensure that during the course of the development the Client shall make available to SDI, representative(s) of the Client of sufficient seniority who is (are) able to make decisions and give instructions on behalf of the Client to SDI. Any instructions given by such representative(s) may be relied upon fully by SDI. In the event that the Client fails to supply such information or instructions within 10 business days of an email or written request from SDI and SDI is thereby unable to perform its obligations under the contract, SDI shall be entitled forthwith to terminate this Contract with or without notice to the client. In the event of such termination, the Client shall be liable to pay for all work undertaken by SDI on behalf of the Client prior to such termination, at SDI's hourly rates as set out from time to time or mentioned in the Project documents, together with all costs and expense reasonably incurred by SDI as a result of such early termination. If the client discontinues

communication with SDI for any reason without informing SDI and then requests for restarting the project after an absence in communication with SDI of at least 30 days, then SDI may apply resource re-allocation charges before re-starting the project. Resource re-allocation charges are calculated at a minimum of 20% of the original contract value and SDI will expect this payment upfront before restarting the project.

3. If client provides any variation to the agreed specifications (As provided in the project proposal or Orderform or emails from SDI prior to this contract), whether or not made during or as a result of any development process, then this shall only be made with the prior written consent of SDI. Such variation may result in additional increases in the Charges, at SDI's standard hourly rates, to reflect the cost and expenses of additional work incurred by SDI.

4. Any order, which has been accepted by the Client, shall not be cancelled by the Client, except with the written consent of SDI. Such cancellation can only be on the terms that the Client shall indemnify SDI in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by SDI as a result of cancellation

5. If the Client requires SDI to provide graphic design service as part of the web design and development, Software development and mobile application development services amongst other services and provision of the Services, and such graphic design is left partly or wholly to the discretion of SDI, then SDI cannot be liable to the Client if such graphic design or other aspect does not meet with the Client's approval. If the Client wishes to avoid disappointment, it should provide specific written instructions in respect of all elements of graphic design, and/or the Services. SDI will provide Design services to the best of its abilities

6. SDI follows internally set guidelines and policies that govern our work and services and SDI reserves the right to refuse to provide its services, design, develop or host an account at its sole discretion at anytime.

7. Client agrees to provide all content--Including but not limited to images and text and specifications. SDI is not liable or responsible for any content, site activities or businesses conducted on the Client website and/or Software and/or Mobile application and/or SEO (Search Engine optimization) and/or SMM (Social Media Marketing) services and the Client agrees to bear full responsibility for the same in the event of any action from a third party and indemnify SDI on the same. The Client agrees to conduct their business in a legal and regulated manner. Client understands that all information, data, text, software, music, sound, photographs, video, messages and other material (Content) on Client website and/or Software and/or Mobile application is the sole responsibility of the Client. Client is fully responsible for all website and/or Software and/or Mobile application content and agrees to

hold SDI harmless in the event of third parties legal issues brought against Client for Client's business practices. SDI may at its sole discretion and at any time, discontinue providing services, or any part thereof, with or without notice if it deems that the client is in violation of this contract. In this case, the client will not be eligible for any refund of payments or fees.

8. SDI will use all content provided by client for their website and/or Software and/or Mobile application which SDI is designing or developing. It is the Client's responsibility to ensure that all content submitted to SDI is original content and free from third-party copyright or trademark protection. Client assumes full liability and will indemnify SDI for any copyright or trademark infringement of Client's website and/or Software and/or Mobile application on any third-party copyright or trademark, including, but not limited to, any infringement due to website and/or Software and/or Mobile application content, design or the look and feel of Client's website and/or Software and/or Mobile application. Because of the nature of SDI's business involving multiple projects simultaneously, SDI may not maintain a repository of client content and cannot return original content to the Client. If the client makes a request in writing to destroy the content, then the content will be destroyed, however, SDI has no liability and does not guarantee the return of any content to Client. All services provided by SDI including Design, Development, Server hosting, Domain name registration, SEO, databases, Applications or software programs created by SDI are the property of SDI until Client has paid all fees.

9. SDI's development centers are in India and if web design and/or development, software development, test data run, installation, implementation, or training is undertaken in a site outside India, then the Client shall bear the traveling, boarding and lodging charges as per SDI's policies.

10. Client agrees to comply with all laws of the courts of Santa Clara county in California, U.S.A regarding online conduct and acceptable content and to adhere and comply with all those laws and regulations.

11. SDI will develop the website and/or Software and/or Mobile application and/or provide SEO/SMM services with help and input from the Client. Before work may begin on a website and/or Software and/or Mobile application and/or SEO/SMM services, the Client must electronically accept this Contract. Client may submit content electronically to SDI and SDI will use the content and all other information provided by the client to build the website and/or Software and/or Mobile application and/or provide SEO/SMM services. The functionality and detail of the sample sites provided by the client will not be duplicated unless such functionality and detail are specifically included and itemized in SDI's invoice and do not infringe upon the intellectual property rights of others. SDI will not be held liable for accuracy of information, typos, or spelling errors in any of the content approved by the Client and published on the website and/or Software and/or Mobile application or used for SEO/SMM services. Client will be notified by email when the website and/or Software

and/or Mobile application is live. Client understands, agrees and acknowledges that SDI does not guarantee a time frame for completion of ANY website and/or Software and/or Mobile application. This is in part because it is difficult to complete a website and/or Software and/or Mobile application without design approvals and participation from the Client. In addition, if the Client continues to submit additional content throughout the development process, or requests additional modifications to the design or programming, the completion time frame is increased. Other factors that may influence the completion date of a website and/or Software and/or Mobile application include, but are not limited to, complexity of Client's project(s), availability of SDI personnel, accounting status of Client's account, etc. If Client does not respond to SDI communications and, as a result, SDI is not able to start or complete the website and/or Software and/or Mobile application, Client is still responsible for all fees incurred including, but not limited to, design purchase price, set-up fees, enhancements purchased and monthly hosting charges that begin accruing from date of sale. If Client's website and/or Software and/or Mobile application requires custom programming or additional functionality or the use of a database, the overall development time will be extended.

12. If the Client does not respond within 10 business days to SDI's email and/or phone notifications for approvals or requests for missing information or clarification, the website and/or Software and/or Mobile application and/or SEO/SMM services provided, along with the functionality of the website and/or Software and/or Mobile application and the services rendered, will be deemed to be approved by the Client and the project will be deemed to be complete. In that situation client accepts that it will not be eligible for any refunds in this case. Client is also responsible for testing the functionality of the website and/or Software and/or Mobile application upon SDI's request for approval, and/or notification that the website and/or Software and/or Mobile application has been completed. This includes all pages, functions and features. Client website and/or Software and/or Mobile application may be posted live as soon as the website and/or Software and/or Mobile application design is completed by SDI at SDI's discretion. Additional features, such as custom database programming, flash programming, etc., will be added to the site as they are completed. The Client understands and agrees that if the Client does not respond within 10 business days to SDI's request for approval and notifications that the website and/or Software and/or Mobile application has been completed, the website and/or Software and/or Mobile application along with the functionality of the website and/or Software and/or Mobile application and services rendered, will be deemed to be approved by the Client and Client agrees that services have been rendered and the functionality of the website and/or Software and/or Mobile application and/or SEO/SMM services has been tested and approved by the Client.

13. Scope of Work

Client understands that the website and/or Software and/or Mobile application purchase and development includes a specific number of pages, features and/or functionality. This is clarified in the Project Proposal, Contract, Order-form or emails provided by SDI. If the

Client desires additional features, functionality or pages client may request a price quote to purchase as additional enhancements to the website and/or Software and/or Mobile application. Additional work requested by the Client outside of the scope of work purchased may be charged at an hourly rate or as specific enhancements.

14. SDI agrees to build a website and/or Software and/or Mobile application and/or database to specifications quoted per the original sale and as outlined in the Project proposal or Orderform or details as provided in emails from SDI. Any additions or changes requested outside of the scope of the original sale, either prior to the custom website and/or Software and/or Mobile application going live, or after the site has gone live, will be billed at SDI's standard hourly rate. SDI is not obligated to complete Client requests or changes outside of the scope of work on the original contract. If SDI does not agree to Client requests or changes, Client is still obligated to pay all fees incurred and due.

15. SDI does not guarantee a time frame for completion of ANY custom database or custom programming completed by SDI or an SDI Partner. SDI follows coding standards and design standards as per an internal document known as "SDI Coding and Design standards". A copy of this document can be provided to the client on request. If client requires any specific standards of coding or design, then the client must provide those standards in a detailed document before the start of the project and SDI may decide to accept or reject the project. If Client requests changes to a pre-packaged database, pre-built database module, or e-commerce store module as built by SDI then changes are to be billed to Client at SDI's standard hourly rate. There is no guarantee that changes made by SDI to a pre-packaged database, pre-built database module, or e-commerce store module will work. Client agrees charges are valid and agrees to pay for all fees incurred for Client's requested changes to pre-packaged databases, pre-built databases modules, or e-commerce store modules. Once work has begun on a database or custom programming there is No Refund if cancelled. Client is responsible for testing the functionality of the website and/or Software and/or Mobile application upon SDI's request for approval and notification that the website and/or Software and/or Mobile application has been completed. This includes, but is not limited to, testing the functionality of the custom database or programming. Upon Client approval of the website and/or Software and/or Mobile application to go live, Client agrees services have been rendered and functionality of website and/or Software and/or Mobile application has been tested and approved by Client. SDI will instruct Client as to the use of the custom database and the inputting of data related to such database. However, data entry is the sole responsibility of the Client. If the Client requests SDI to enter data into the database, the Client will be charged, and agrees to pay, for such data entry at SDI's standard data entry rates.

16. Client will be provided with instructions to input information into a website and/or Software and/or Mobile application. If Client requests SDI to enter information into the store on Client's behalf, the Client will be charged, and agrees to pay, for all information or

content added to the website and/or Software and/or Mobile application at SDI's standard data-entry rates. Many modules for websites, Mobile applications or software applications are pre-built and any changes to the look or functionality of the pre-built modules require custom programming. The Client will be billed at SDI's standard hourly rate for requested changes. Client is responsible for testing the functionality of the website and/or Software and/or Mobile application upon SDI's request for approval and notification that the website and/or Software and/or Mobile application has been completed. This includes but is not limited to testing the payment functionality. SDI is not responsible for functionality of third-party services such as, but not limited to, merchant account, or gateway. Upon Client approval of the website and/or Software and/or Mobile application to go live, Client agrees services have been rendered and functionality of website and/or Software and/or Mobile application has been tested and approved by Client.

17. Client may purchase enhancements to the website and/or Software and/or Mobile application at the time of initial sale or anytime thereafter. Client's requests for enhancements to the original sale will be due and billed separately and at the time of request. Once work has begun on enhancements purchased by the Client there is No Refund if cancelled. Enhancements or additional services purchased after the initial sale are separate purchases and are in addition to and separate from the original sale. If a Client cancels an enhancement the original sale is not cancelled.

18. While SDI does not guarantee a time frame for the completion of any custom website and/or Software and/or Mobile application, it may offer an optional expedited service to Client for a fee. Expedited service is not available for all accounts and all requests for expedited service must be approved by SDI at its sole discretion. Client understands and agrees that Client's use of expedited service does not guarantee that Client's website and/or Software and/or Mobile application including its corresponding design, enhancements, databases, e-commerce stores, flash, etc, will be completed more quickly than they would be without the use of the expedited service. The expedited service fee only ensures that SDI will make reasonable efforts to more quickly assign designers and programmers to the account in an effort to facilitate development than would be the case under the ordinary developmental process. The successful use of expedited service is contingent upon Client's timely acceptance of the Terms of Service, payment of any and all fees due, submission of content through the online web center and acceptance of any project specification documents prepared by SDI and Client's timely cooperation with SDI in any solicitation for information related to the website and/or Software and/or Mobile application's development. If expedited service is offered to Client by SDI, Client may be presented with an estimated date of completion. Client understands and agrees that such estimated dates of completion are estimates only and may apply only to one particular element of the website and/or Software and/or Mobile application, i.e. database, flash, e-commerce, design, and not necessarily to multiple elements of the website and/or Software and/or Mobile application

or to the website and/or Software and/or Mobile application collectively. Under no circumstances will SDI guarantee the respective portion or portions of the website and/or Software and/or Mobile application subject to the estimated date of completion to be completed sooner than the estimated date of completion. Should circumstances arise that make it impossible to complete the portion or portions of the website and/or Software and/or Mobile application that are subject to the estimated date of completion by the estimated date of completion, including but not limited to Client failure to provide SDI with requested information in a timely manner, SDI reserves the right to change the estimated date of completion accordingly or to cancel the expedited services and refund a portion of the expedited service fee to Client. In no case shall the portion of the expedited service fee to be refunded be greater than fifty percent (50%) of the expedited service fee. Regardless of whether work is completed by the estimated date of completion, Client remains liable to SDI for any and all other charges related to the website and/or Software and/or Mobile application's development.

19. SDI may provide Dedicated Staff or Hourly Rate contracts as part of its services. In Dedicated Staff contracts, the contracts will be fixed for the specific period as discussed and decided between SDI and the Client. The assigned personnel will do all tasks as physically possible during the working hours in the monthly contract period. The assigned Personnel will work dedicatedly and diligently under SDI's supervision. The works delivered do not carry any warranty or guarantee and will be done to SDI's best efforts. SDI's responsibility on the deliverables will be till the end of the contract period only and no tasks will be taken up on expiration of the contract period. Once the contract expires, SDI will handover all work files to the client if requested and then on SDI will not be responsible for the performance, integrity, quality or security of the codes delivered. Client agrees that there is no guarantee of the perceived or real quality of work for Dedicated Staff or Hourly-Rate Contracts. The client is paying for the hours worked associated with the Contract, and not for any specific deliverable(s) or results-based compensation plan. For Dedicated Staff Contracts, Clients may dispute hours during the 4 days following the close of a weekly or monthly contract period. It is the Client's responsibility to review the Work submissions of every Contract on a weekly basis and filing any disputes on a timely basis. Once the dispute period has passed, the charges are accepted by the Client and can no longer be disputed. Disputes can only address the hours billed, not the quality of the work performed or deliverables.

20. All websites, Mobile applications or software applications produced and delivered by SDI may contain bugs or problems in functionality or delivered features, unknown to SDI. This does not include problems arising or caused by outside sources and/or third party applications. If SDI is notified by the client in writing about bugs in the website or software for a period of up to 1 year from the date of delivery or date of services rendered, then SDI will make all efforts to resolve the bugs and a solution will be sent to the client. The bug resolution services will be provided with reasonable skill and care in accordance with usual

industry practice and in a timely, workmanlike and effective Manner. SDI provides testing on 2 Internet browsers of SDI's choice on any 1 platform (Windows or Mac) for all website design and development orders that it undertakes. If clients wants the website to be tested on more than 2 Browsers or multiple platforms then SDI may apply an additional fee at its sole discretion. All mobile applications are developed under the SDK's provided by the principle company - Apple Inc for iPhone/iPad apps, Google Inc for Android apps, Research in Motion for Blackberry apps. SDI's responsibility is to provide a working mobile app under the latest version of the SDK at the time of delivery. If client wishes to make the app compatible with future versions, SDI may charge an additional fee as and when client requests for making the app compatible with the latest version of the SDK. SDI may use readymade code, Readymade CMS and/or Readymade Frameworks in addition to custom created code to create websites, Mobile applications or software applications. These ready codes may be used to expedite project development and will be used at SDI's discretion as deemed feasible for the project. A client can request SDI to build the website, Mobile application or software application from 100% custom code created from scratch and SDI will decide and let the client know if its feasible and if any additional charges are applicable to create the project from 100% custom code.

21. SDI shall undertake standard virus checks of the website and/or Software and/or Mobile application being developed by SDI but the Client recognizes that even with such checks SDI cannot guarantee that viruses or Malware will not occur. Accordingly, SDI shall not be liable for any costs, claims, damages, expenses, or liability (including without limitation consequential loss or damage) arising whether direct or indirect as a result of any viruses or Malware occurring for any reasons.

22. The Client agrees that it shall not during the continuance of this Contract and for a period of Two years following the expiration or termination of this Contract (however arising) employ or contract the services of any person who is or was employed or engaged by SDI. Client also agrees to not make any offers or solicit any of SDI employees to work directly for the client or client's partners for a minimum period of 2 years from the date of termination of this Contract or from the date of delivery or services rendered under this contract, whichever is later. Should there be a breach of this condition SDI will be entitled to liquidated damages in the amount of \$2,500.00 for each instance of contact or employment. Further, SDI shall be entitled to litigate this matter, and obtain the money damages, attorney fees & costs together with injunctive relief.

23. Client acknowledges that SDI may establish general guidelines and limits concerning use of SDI's services and may modify these guidelines at any time. Limits may include but are not restricted to, the maximum number of days that email messages or other content will be retained, maximum number of email messages that may be sent from or received by an account, the maximum size of any email messages sent and the maximum disk space that will be allotted on SDI's servers on Client's behalf. Client acknowledges that SDI is not

responsible for backing up Client's website and/or Software and/or Mobile application and data. Client should seek appropriate backup solutions.

24. If the client purchases hosting space through SDI then Hosting charges are billed in advance for a year from the date of sale and is recurrently billed every year unless cancelled by the client. Hosting services are provided by an external server hosting company and SDI is not responsible for the performance or uptime/downtime of the server. SDI is not responsible for backing up the files or database on the websites, software's or applications that it hosts on these servers. Client understands and agrees to use these hosting services without any liabilities or responsibilities for SDI.

25. If domain name registration is purchased then Client agrees to pay SDI for domain names purchased and/or renewed by SDI on Client's behalf unless it is part of services rendered or offered free for the first year under a special promotion. Domain names purchased by SDI on Client's behalf are the property of SDI until Client has paid all fees including one full year of hosting. If a client requests for transfer of a domain name to another registrar or server, then SDI may do so on receipt of full payment for all services billed. Upon transfer of domain to Client or another service provider, at anytime, Client agrees that SDI has met in full its obligation to Client, and SDI is released of all past and future obligations to the Client. Domain names are purchased through a third party service on Client's behalf. SDI cannot guarantee the availability of domain names and has no liability for a domain name not being available for purchase after the initial sale. If a domain name is not available for purchase SDI will assist the Client in selecting and purchasing an alternate domain name. If Client ceases to pay hosting or other fees then due ownership of any domain names purchased by SDI on Client's behalf or controlled by SDI are transferred to SDI. SDI may allow domain name to expire, may renew domain name and remain the owner, or SDI may sell the domain name at its sole discretion and for SDI's sole benefit.

26. SDI makes no representations as to the marketing of Client's products, services or sales. Client's obligation to pay fees due to SDI are due at time of sale of website and/or Software and/or Mobile application design and hosting services and are not contingent upon Client's marketing of said website and/or Software and/or Mobile application. Client is responsible for all marketing of Client's website and/or Software and/or Mobile application. SDI is not responsible for marketing of Client's website and/or Software and/or Mobile application including search engine rankings. Ultimately the success or failure of the Client's website and/or Software and/or Mobile application is the responsibility of the Client. SDI may provide SEO/SMM services as a separate service and client understands and accepts that SEO/SMM services are provided without any guarantees for success or performance.

27. SDI reserves the right to change prices at any time including hosting, Per hour rates and hourly design fees. All prices are in U.S. Dollars (USD) without regard to fluctuations in foreign exchange rates. SDI accepts payment via wire transfer, check and credit card. Upon

Client's authorization of payment to SDI via credit card, Client thereby authorizes all recurring hosting and/or additional services fees to be charged to the same method of payment or credit card for future charges until such authorization is withdrawn by Client in writing. The Client may change payment methods including credit card payments with 30 days notice. To change payment methods Client should contact SDI. Client should not email new billing information for security purposes. SDI reserves the right to hold Client, its principals and authorized representative(s) jointly and severally liable for any and all amounts owed.

If SDI does not receive payment in full when due, SDI may, to the extent permitted by the law of the state of the billing address on file for Client at the time, charge a late fee of up to 1.5% per month (18% per annum), or a flat fee of \$50 per month, whichever is greater, on any unpaid balance. SDI may, to the extent permitted by the law of the state of the billing address on file for Client at the time account is sent to a collection agency, also charge Client for any collection agency fees and/or attorney's fees billed to SDI for collecting from Client. If Client wishes to dispute a charge, Client must first contact SDI and must allow 10 business days for a response. To avoid any dispute about Client's attempt to contact SDI, Client must send the request in writing to:

Attn: Software Developers Inc, 18805 Cox Avenue, Ste 200, Saratoga, CA 95070, USA

Requests may be emailed to team@sdi.la.

28. If Client initiates a credit card dispute the decision of the credit card company is made through an arbitration process and the decision of the credit card company shall be binding upon Client. In the event that Client initiates a credit card dispute, initiates an improper chargeback, ceases paying hosting fees or other fees due, SDI, at its sole discretion, may suspend work on the website and/or Software and/or Mobile application and suspend access to our services until the billing dispute has been resolved.

29. SDI, at its sole discretion, may terminate its service and remove and discard any content, for any reason, including and without limitation, for lack of use, or if SDI believes Client has violated this Contract. SDI may also at its sole discretion and at any time, discontinue providing services, or any part thereof, with or without notice. Client agrees that any termination of access to SDI's services under any provision of this Contract may be effected without prior notice and that SDI may deactivate or delete Client's account and all related information files. Client agrees that SDI shall not be liable to Client or any third-party for any termination of services. Paid accounts that are terminated will not be refunded. SDI may suspend or terminate accounts, and shut down website and/or Software and/or Mobile application for accounts that become delinquent for more than 30 days, in which case Client remains responsible for any unpaid balance owed to SDI. Charges for hosting will continue to incur upto 1 year if account has been suspended or terminated. SDI also reserves the right to

discontinue the designing and/or developing of Client's website and/or Software and/or Mobile application at any time, at SDI's sole discretion, with an appropriate refund to the Client. Under no circumstances is the refunded amount to exceed the amount collected by SDI. If the Client cancels an account before the work is completed or site is live, a cancellation fee of up to 50% of the Project value may be retained by SDI. Client agrees that all fees incurred due to work rendered by SDI's staff and billed prior to cancellation effective date are valid and Client agrees to pay. Upon request for termination of services the website and/or Software and/or Mobile application will be removed. A back-up copy of the website and/or Software and/or Mobile application is not maintained by SDI. Client agrees to pay all hosting fees and additional services fees owed from the time of sale until the cancellation effective date, and at a minimum for hosting fees for one year. Transferring a domain name to another provider or non-use of Client's hosting account does not constitute termination of the account. Client must notify SDI in writing or via email to terminate the account services and avoid further hosting charges. It is Client's responsibility to secure confirmation from SDI that the request for termination has been received and no further hosting fees will be billed.

Requests for cancellation of website and/or Software and/or Mobile application hosting services or additional services should be sent to the following address:

Attn: Software Developers Inc, 18805 Cox Avenue, Ste 200, Saratoga, CA 95070, USA

Requests may be emailed to team@sdi.la.

30. The effective date of cancellation is to be 30 days from the date of SDI's receipt of written notice to cancel. Any monthly fees scheduled to bill after receipt of written notice to cancel but before the effective date of cancellation are valid and Client agrees to pay. If Client has not paid all design, enhancement, hosting and additional services fees due, such fees are due in full at the time of cancellation and Client authorizes SDI to collect any outstanding fees due. Client understands any pending billing previously agreed to will not be cancelled.

31. Refunds of the fees paid for development of the website and/or Software and/or Mobile application may be issued on accounts cancelled within 90 days of the initial sale and prior to the completion of the website and/or Software and/or Mobile application according to the following schedule:

A) A minimum of a 50% cancellation fee will be retained by SDI on cancelled accounts even if no work has been started and no content yet submitted by the Client.

B) A minimum of a 75% cancellation fee will be retained by SDI on cancelled accounts if work has been presented to the Client; or SDI has made multiple attempts to work with the Client,

and Client has not responded to those attempts.

C) A 100% cancellation fee will be retained by SDI and NO REFUND issued if any changes and/or modifications requested by the Client have been completed by SDI. No Refund will be issued on any website and/or Software and/or Mobile application cancelled after services have been rendered, including but not limited to, the design work having been completed and/or the website and/or Software and/or Mobile application taken live.

D) 100% cancellation fee will be retained and NO REFUND will be issued by SDI if Client cancels after 90 days from the date of initial sale or the submission date of this Contract.

The cancellation fee is charged to compensate SDI for up-front expenses and services rendered, including but not limited to, costs incurred for the purchase of domain name(s) for developing the website, securing server space, creating the temporary website and/or Software and/or Mobile application or space saver, employee expenses, Employee time, marketing, and overhead costs. Client agrees that all fees incurred and billed prior to cancellation date are valid and Client agrees to pay.

By accepting a refund in full or refund less cancellation fee, Client agrees that the matter is settled in full and releases SDI, its officers, owners, members, agents and employees of any and all contractual obligations and waives all claims of any nature, including legal action, against SDI's its officers, owners, members, agents and employees. In its discretion, SDI may setoff amounts due against other amounts received from or held for Client, make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

32. Client acknowledges and agrees that SDI's services may contain proprietary and confidential information that is protected by intellectual- and proprietary-rights laws. Client agrees to not reproduce, duplicate, copy, sell, resell or exploit any portion of SDI's services.

33. Client hereby agrees that any information or ideas submitted to SDI by any means may be used by SDI without compensation or liability to Client for any purpose whatsoever, including but not limited to, developing website and/or Software and/or Mobile applications, databases, e-commerce and developing, manufacturing and marketing other products. This provision does not apply to Client content or to personal information. Client hereby gives permission to SDI to use samples or links to Client's custom website and/or Software and/or Mobile application designed and/or developed by SDI for marketing and advertising purposes, including but not limited to, use in SDI's online portfolio. SDI reserves the right to place its link/Title/name on websites and/or mobile applications and/or software applications designed or developed by SDI.

34. Clients may request the use of third-party services or software, or SDI may suggest the

use of third-party services or software to its clients. Use of such third-party services will be at Client's own risk and subject to the terms and conditions of those third parties. It is Client's sole responsibility to ensure that the use of third-party services or software complies with third-party terms of use and licenses, these Terms of Service, and any and all applicable laws. Client assumes full responsibility for, and releases SDI from, any and all liability associated with the use of third-party services or software. SDI does not represent nor warrant that use or access to any third-party services will be compatible, uninterrupted, error free, without defects or that Client will be able to access SDI's services. Client also agrees that SDI is under no obligation to provide Client with any enhancements, updates, or fixes to make SDI's services accessible through any third-party applications or services, including third party hosting services. SDI is under no obligation whatsoever to provide support or service for website and/or Software and/or Mobile applications hosted on third party servers or non-SDI servers.

35. SDI may contract with Contract Service Providers to complete a portion, or all of the Client's custom website and/or Software and/or Mobile application. The Client agrees not to do business directly with the Contract Service Provider, nor to remit payment to the Contract Service Provider or any SDI employee directly for services. All payments for services rendered must be made directly to SDI. Contract Service Providers are independent contractors and are required to follow SDI policies and procedures. Contract Service providers are provided with only the information needed to complete the design or development portion of the Client's website and/or Software and/or Mobile application and do not have access to Client's personal information including payment information.

36. SDI disclaims to the fullest extent permitted by law all warranties of any kind whether express or implied. SDI disclaims any warranties regarding SDI's services including that they will meet client's requirements, that they will be uninterrupted, timely, secure, or error-free. Clients use of SDI's services is at clients own risk. SDI disclaims any warranties regarding the quality of any services information or other material purchased, advertised or obtained through SDI's services. Client understands and agrees that any material downloaded or otherwise obtained through the use of SDI's services are done at clients own risk and that client will be solely responsible for any damages to clients computer system or loss of data or any other liability that results from the download or transfer of such material.

37. CLIENT UNDERSTANDS AND AGREES THAT SDI, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM THE USE OF OR INABILITY TO USE SDI'S SERVICES, RELIANCE ON SDI'S SERVICES, OR FROM THE INTERRUPTION,

SUSPENSION, OR TERMINATION OF SDI'S SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM PRODUCTS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED THROUGH SDI'S SERVICES OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF CLIENT'S DATA OR TRANSMISSIONS AND ANY STATEMENTS OR CONDUCT OF A THIRD PARTY OR ANY OTHER MATTERS RELATING TO SDI'S SERVICES. SUCH LIMITATION SHALL FURTHER APPLY, WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED IN ANY WAY TO SDI'S SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT. Without limiting the foregoing, under no circumstance shall SDI be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, or other casualties, illness, accidents, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non performance of third parties, or loss of or fluctuations in heat, light or air conditioning. SDI'S FULL AND COMPLETE LIABILITY, IF PROVEN, FOR ANY REASON WHATSOEVER, SHALL BE LIMITED TO THE FULL REFUND OF ALL MONIES PAID TO SDI IN THE PREVIOUS 60 DAYS FROM THE DATE OF SDI BEING NOTIFIED OF A CLAIM. CLIENT EXPLICITLY AGREES TO THIS AND AGREES TO NOT MAKE ANY CLAIM OF LIABILITY BEYOND THIS UNDER ANY CIRCUMSTANCES.

38. Client waives all tort claims, strict liability claims and any and all other legal and equitable claims to the extent permitted by law against SDI, its subsidiaries, affiliates, officers, employees and agents. The relationship between the parties is contractual in nature only. Client waives any tort claims that arise by act, or omission. Client further agrees that it may only bring claims against SDI in Client's individual capacity and not as a member of a class.

39. Client agrees to defend, indemnify and hold harmless SDI, its directors, officers, employees and agents from and against all claims and expenses, including attorneys fees that may arise or result from any content Client submits, posts, transmits or makes available through SDI's services, from any product sold by Client, its agents or employees or assigns, from any service provided or performed or agreed to be performed by SDI or from Client's breach or violation of this Contract, including any obligation, representation, or warranty made herein, or Client's violation of any rights of another. Client further agrees to defend, indemnify and hold harmless SDI, its directors, officers, employees and agents from and against all claims and expenses, including attorneys fees, arising from or related to contracts,

representations, contracts, promises, etc, made between Client and third parties, or arising from or related to Client's negligence toward third parties.

40. Unless otherwise specifically provided, all notices required or permitted by this Contract shall be in writing and in English and may be delivered personally, or may be sent by email, facsimile or certified mail, return receipt requested, to the address set forth below. If Client chooses to send request by email or facsimile, a copy of the request must also be sent by mail (to the address below) as confirmation of the request.

Attn: Director, Software Developers Inc, 18805 Cox Avenue, Ste 200, Saratoga, CA 95070, USA

Requests may be emailed to team@sdi.la.

41. Client may contact SDI at 408.647.2206 Monday through Friday (U.S. Working days) from 8:30 - 3.30 Pacific Standard Time. Client may also email SDI for general questions at team@sdi.la

42. Client specifically agrees not to engage in negative comments or slander regarding SDI, including but not limited to publishing, or causing to be published, complaints or derogatory comments regarding SDI in any format, including but not limited to, print, newspaper, television, radio or on internet complaint sites, blogs or other public internet forums. Should there be a breach of this condition SDI will be entitled to liquidated damages in the amount of \$1,500.00 for each publishing or posting. If said breach occurs on an internet complaint site each instance to that website and/or Software and/or Mobile application will be considered an individual breach of this condition, and subject to additional liquidated damages of \$100 per occurrence. Further, SDI shall be entitled to litigate this matter, and obtain the money damages, attorney fees & costs together with injunctive relief. SDI reserves the right to terminate any account for any negative postings made by the account owner or its representatives, or employees.

43. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision the remainder of this Contract shall remain valid and enforceable according to its terms. The failure by SDI to avail itself of any right or enforce any obligation of this contract shall not be deemed to be an ongoing waiver of such right or obligation or of any other right or obligation.

44. This contract shall be governed exclusively by the laws of the State of California, USA, without regard to any conflicts of law provisions thereof, as a contract entered into and performed entirely within the State of California. The parties hereby expressly disclaim the application of the United Nations Convention on the International Sale of Goods. Any disputes between the parties relating to the subject of this contract shall be submitted

exclusively to the jurisdiction of the state courts located in the State of California and county of Santa Clara and the parties expressly consent to personal jurisdiction and venue therein and waive any objection based on forum non conveniens or otherwise. Should there be a breach of this provision, the non-breaching party shall be entitled to an award of attorney fees.

45. Notwithstanding the foregoing, in lieu of litigation, arbitration may be used as a means of resolving disputes. Arbitration would be through a neutral third-party arbitrator to be approved by both Client and SDI. If any court sitting outside the United States determines that the litigation forum or arbitration provisions of this contract are invalid, then and only then, the parties agree to settle any dispute through binding arbitration by three arbitrators, in the English language, under the commercial arbitration rules of the International Chamber of Commerce, with the location of the arbitration to be in a neutral jurisdiction (not the country of residence of the Client or of SDI) as selected by SDI.

46. SDI reserves the right to subcontract services or assign the ongoing servicing and/or hosting of your account or this entire contract to another party at its sole discretion. This contract shall not be affected by any change in the name of Software Developers Inc, it's DBAs or any other affiliated companies, or any condition, merger or acquisition of Software Developers Inc, and shall be automatically assigned to any successor entity of Software Developers Inc and shall continue in effect thereafter in accordance with its terms.

47. This Contract constitutes the entire understanding and contract between the parties . Any modifications to this contract must be in writing and signed by an authorized officer of SDI. All representations not in writing are null and void. Written contracts may include, but are not limited to, emails and electronic acceptance of this Terms of Service. Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of SDI's services or this Contract must be filed within one 60 days after such claim or cause of action arose or be forever barred.