

MERIDIAN GRID

MASTER TERMS & CONDITIONS FOR SOFTWARE DEVELOPMENT

Provider: Zul Surti, Freelance Software Developer | **Location:** Vadodara, Gujarat, India | **Website:** www.meridiangrid.in

Welcome to Meridian Grid. These Terms and Conditions govern all software development, web design, engineering, and digital consultation services provided by Meridian Grid ("Developer") to the client ("Client") specified in the accompanying project proposal, Statement of Work (SOW), or invoice.

1. Engagement & Scope of Work

The specific deliverables, timelines, and technical requirements for each project will be clearly outlined in a separate project proposal or Statement of Work (SOW). Any work requested by the Client outside the bounds of the accepted SOW will be considered a "Scope Change" and will be subject to additional fees and adjusted timelines, agreed upon in writing before implementation.

2. Payment Terms & Financial Milestones

- **Advance Commitment Fee:** A non-refundable deposit of 30% to 50% (as stated in the SOW) of the total estimated project cost is required before any architecture, design, or codebase development begins.
- **Milestone-Based Payments:** The remaining project balance will be billed upon completion of key agreed milestones (e.g., UI/UX Approval, Alpha Release, Beta Delivery).
- **Final Project Deployment:** The final code, database, and system environment will only be deployed to the Client's production server or live domain once the final balance invoice is paid and cleared in full.
- **Late Payments:** Invoices unpaid past fourteen (14) calendar days will incur a project hold, temporarily pausing development until the financial account is brought up to date.

3. Client Responsibilities & Data Asset Provision

The timely completion of the software relies heavily on collaborative inputs. The Client agrees to provide all necessary digital assets, copy text, imagery, branding components, legal policies, and administrative server credentials within ten (10) business days from the project launch date. Delays in supplying these assets will automatically lengthen the project delivery schedule proportionally.

4. Intellectual Property (IP) Rights & Source Code Ownership

- **Transfer of Ownership:** Full rights, titles, and ownership of the custom codebase, application screens, and databases transfer exclusively to the Client **only after** the complete project balance has been cleared.
- **Developer Portfolio Use:** Unless a formal Non-Disclosure Agreement (NDA) is executed prior to the project start, Meridian Grid retains the right to display project screenshots, summary descriptions, and a hyperlink to the public application within its portfolio for self-promotional purposes.

- **Third-Party Assets:** All premium API keys, paid software libraries, third-party hosting packages, and premium plugin licenses are the commercial responsibility of the Client.

5. Acceptance Testing, Revisions, & Quality Assurance

Upon delivery of the Beta version or staging link, the Client has a dedicated review window of seven (7) business days to evaluate the software application and log structural bugs or adjustments. Revisions are restricted to the layout and functionality explicitly stated in the primary SOW. Major additions requested during testing will necessitate a new development quote.

6. Post-Deployment Limited Warranty & Technical Support

Meridian Grid provides a complimentary thirty (30) day support window starting directly on the date of production launch. This warranty covers the isolation and remediation of software bugs or code exceptions. It explicitly excludes troubleshooting issues stemming from manual Client source code modifications, web server outages, or unforeseen, breaking modifications made to external third-party APIs.

7. Retainers, Upgrades, & Continued Maintenance

Any feature upgrades, structural changes, regular text maintenance, or ongoing application support requested after the initial 30-day post-launch warranty period will require a separate monthly retainer agreement or will be charged at the standard hourly software engineering rate of Meridian Grid.

8. Contract Cancellation & Termination Protocol

Either party may terminate the active software project by rendering a written notice seven (7) days in advance to the other party. Upon cancellation, Meridian Grid will compile and issue a comprehensive invoice for all individual development hours, wireframes, and milestones reached up to the precise minute of cancellation. This amount must be paid prior to releasing any assets created during the project lifespan.

9. Limitation of Liability

Under no circumstances shall Meridian Grid or its developer, Zul Surti, be liable to the Client or any third party for any operational business disruptions, lost profits, data losses, security breaches, or incidental financial damages arising out of the performance or downtime of the delivered software application.

10. Governing Law & Local Jurisdiction

This legal framework, along with all associated Statements of Work, shall be governed, framed, and evaluated strictly under the laws of the Republic of India. Any disputes or resolutions that cannot be settled amicably shall be brought exclusively before the courts located in **Vadodara, Gujarat, India**.

By signing below or approving a Meridian Grid digital quote, both parties officially acknowledge, accept, and bind themselves to the operational rules detailed above.

FOR CLIENT (AUTHORIZED SIGNATORY)

DATE: _____

FOR MERIDIAN GRID (ZUL SURTI)

DATE: _____