



DEVELOPMENT SERVICES AGREEMENT (DSA)

THIS **DEVELOPMENT SERVICES AGREEMENT (this "Agreement")** is made and entered between

"Svaapta IT-Ally Solutions Pvt. Ltd." (Herein referred as "Svaapta") located at
S-7, National Plaza, R.C. Dutt Road,
Alkapuri,
Vadodara, India - 390 007

and

the **"Client"** named in the proposal(s), order(s) and/or quotation(s) (collectively, "Proposal") accompanying this Agreement (hereinafter "CLIENT") and shall be effective on the date of CLIENT's signed acceptance of the Proposal. "Svaapta" and CLIENT are collectively referred to herein as the "parties."

CLIENT ACKNOWLEDGES AND AGREES that by signing the Proposal, CLIENT is agreeing to be bound by all of the terms and conditions contained in this Agreement, which Agreement incorporates the terms of the Proposal, and also, to the extent applicable, the "Svaapta" Master Services Agreement (MSA), Development Services Agreement (DSA), Acceptable Use Policy and No-Spam Policy, all of which can be found on Svaapta's website at "www.svaapta-it-ally.com".

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Services:

"Svaapta" agrees to perform and provide to CLIENT those services and deliverables as are set forth in the Proposal (which may include custom web application development, website design, and/or website or application maintenance) (together the "Development Services" or "Services") in connection with the development of a website or application (the "Website" or "Application") that CLIENT desires to make available on the World Wide Web portion of the Internet. The Services shall include any additional services requested by CLIENT and accepted by "Svaapta" after the date of the signing of the Proposal. "Svaapta" shall use its reasonable commercial efforts to perform the Services in accordance with the specifications detailed in the Proposal or in a separate Schedule (the "Specifications") and within the delivery times set forth in the Proposal. The Proposal may also provide that "Svaapta" will provide some or all of the following services (together "Hosting Services"): (i) registration or maintaining domain names for the Website, (ii) submitting and registering the Website URL with Internet search engines, directories, catalog services, indexes or any other Internet search services, and (iii) website, email and/or application and data hosting. CLIENT agrees that "Svaapta" is not responsible for providing any Services or performing any tasks not specifically set forth in the Proposal or Specifications or pursuant to a separate agreement.

2. Authorization:

The CLIENT hereby authorizes "Svaapta" to access their existing domain registrar and web hosting account, and authorizes the web hosting service, if other than "Svaapta", to provide "Svaapta" with "full permission" for the CLIENT's web-page directory, and any other directories or programs which need to be accessed for Svaapta's performance of the Services.

3. Milestones:

"Svaapta" and the CLIENT must work together to complete the Website or Application in a timely manner. "Svaapta" works with CLIENT to ensure regular milestones are met. "Svaapta" will provide notification and Client Access when milestones are completed. If CLIENT fails to



respond within two weeks of this notification, "Svaapta" will assume everything is correct and the final payment will be due.

4. Intellectual Property Ownership:

1. CLIENT acknowledges, understands and agrees that "Svaapta" may use its own and/or may purchase third party licenses for products or services that are necessary for "Svaapta" to perform the Services in connection with the Website. Such products may include, but are not limited to server-side applications, clip art, "back-end" applications, music, stock images, or any other copyrighted work ("Outside Content") which "Svaapta" deems necessary to purchase on behalf of CLIENT to perform the Services. The Website shall also incorporate the materials, if any, provided by CLIENT and expressly identified in the Proposal or a separate Exhibit or Schedule to this Agreement, including, without limitation, trade or service marks, images, illustrations, graphics, multimedia files and/or text ("Client Content"), provided that CLIENT delivers such Client Content to "Svaapta" promptly and in such media and/or electronic file format(s) designated in the Specifications or otherwise requested by "Svaapta". CLIENT further acknowledges and understands that any Outside Content used to perform the Services is owned by "Svaapta" and/or such third parties and cannot be transferred to CLIENT and is hereby specifically not transferred to CLIENT and shall remain the property of "Svaapta" and/or such third parties. Outside Content which is owned and/or purchased by "Svaapta" may be used in the design and/or development of other web sites and applications for other customers or clients of "Svaapta". CLIENT and "Svaapta" agree that upon payment in full of the fees associated with the performance of the Services, CLIENT shall own a worldwide right, title, and interest in and to the Website and all other deliverables (other than Outside Content and Code Content, as defined below) (the "Custom Programming"). CLIENT and "Svaapta" agree that "Svaapta" shall retain a worldwide, royalty-free, non-exclusive, transferable, and perpetual right and license to the Custom Programming including, but not limited to, the right to modify, amend, create derivative works, rent, sell, assign, lease, sublicense, or otherwise alter or transfer the Custom Programming. CLIENT and "Svaapta" also agree that the performance of the Services may include source code, documentation, and/or application programs that were previously written or developed by "Svaapta" and modified to meet CLIENT's specific requirements (the "Code Content"). "Svaapta" shall own all worldwide right, title, and interest (including copyright and other proprietary or intellectual property rights) in and to the Code Content, but shall provide CLIENT (upon payment in full of the fees associated with the performance of the Services) a worldwide, royalty-free, non-exclusive, transferable and perpetual right and license to use the Code Content in connection with the Services and Website. CLIENT shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in and to the Client Content. CLIENT grants to "Svaapta", and "Svaapta" accepts from CLIENT, a non-exclusive, worldwide, royalty-free license for the term of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, copy, prepare derivative works from, distribute, perform, display and use any Client Content in connection with the Website and/or Svaapta 's performance of the Services.
2. Notwithstanding the foregoing, SVAAPTA agrees that the Custom Programming shall be delivered to CLIENT in object code form only. "Svaapta" hereby may grant to CLIENT a contingent license to receive the source code and to use the source code to support its use of the Custom Programming in machine-readable form if one or more of the following conditions occurs: (a) "Svaapta", whether directly or through a successor or affiliate, ceases to be in the software business; (b) "Svaapta" fails to fulfill its obligations to



maintain the Custom Programming as provided in this Agreement; (c) "Svaapta" becomes insolvent or admits insolvency or a general inability to pay its debts as they become due; (d) "Svaapta" files a petition for protection under the Bankruptcy Code, or an involuntary petition is filed against it and is not dismissed within 60 days; or (e) "Svaapta" comes under the control of a competitor of CLIENT. The source code shall be used solely by CLIENT to maintain the Custom Programming and shall be subject to every restriction on use set forth in this Agreement. CLIENT agrees not to disclose the source code to third parties except on a need-to-know basis under an appropriate duty of confidentiality.

3. "Svaapta" may place copyright and/or proprietary notices, including hypertext links within the "Svaapta" Content as incorporated within and on the Website. "Svaapta" may also display text similar to "Developed by (Svaapta 's Logo)" on the very bottom of the home page and subsequent pages of the Website, and to use the Website and/or its images in the advertising or any other promotions "Svaapta" deems necessary including but not limited to online, print media, radio, television or by any other professional advertising means. CLIENT may not alter or remove such notices or text without Svaapta 's written permission.

5. Programmability, Typographical Errors and Design Adjustments:

All site content will be published "as supplied" by CLIENT. Final responsibility for accuracy of text and graphical content lies with CLIENT. In the event of a typographical error being discovered during the site production cycle, "Svaapta" shall fix such errors at no charge. After the end of the 15-day debug period which commences upon site publication, any changes to text, code, programmability, browser compatibility or other design elements will be subject to Svaapta 's maintenance policies as set forth below in this Agreement.

6. Laws Affecting Electronic Commerce:

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The CLIENT agrees that the CLIENT is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend "Svaapta" and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the CLIENT's exercise of Internet electronic commerce.

7. Payment of Fees:

CLIENT shall pay "Svaapta" for the Services and license hereunder the amounts set forth in the Proposal, and at such times provided by the payment schedule specified therein. Within fifteen (15) days of invoice, CLIENT shall pay "Svaapta" for any additional services on a time and materials basis at the rate specified therein. CLIENT shall pay all taxes, duties and levies of any governmental entity, exclusive of taxes on "Svaapta"'s net income. If CLIENT claims exemption from any taxes resulting from this Agreement, CLIENT shall provide "Svaapta" with documentation required by the taxing authority to support an exemption. CLIENT agrees that amounts of any past due invoice shall accrue interest at one and one half percent (1.5%) per month.

8. Maintenance:

Unless Website maintenance or optimization has been separately ordered and purchased, CLIENT will be billed at our current hourly rate for any website maintenance or content update services performed by "Svaapta". Maintenance plan holders receive priority update services as set forth in Svaapta 's Proposal. If CLIENT does not purchase a maintenance plan and hosts its Website elsewhere, "Svaapta" will not be able to perform content updates to the Website due the difficulties in accessing server not owned by "Svaapta", and CLIENT will only be able to perform such content updates utilizing standard industry software for developing and



managing websites.

9. Term and Termination:

(a) The initial term of this Agreement shall be as specified in the Proposal. (b) Each party shall have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after written notice of such breach is sent to the other party (with the exception of non-payment by CLIENT of any applicable fees, which shall not require any notice of default by "Svaapta"). (b) If "Svaapta" terminates this Agreement because of CLIENT's default, all of the following shall apply: (i) CLIENT shall immediately cease use of the Custom Programming; (ii) CLIENT shall, within 10 days of such termination, deliver to "Svaapta" all copies and portions of the Custom Programming and related materials and documentation in its possession furnished by "Svaapta" under this Agreement; (iii) All amounts payable or accrued to "Svaapta" under this Agreement shall become immediately due and payable; and (iv) All rights and licenses granted to CLIENT under this Agreement shall immediately terminate. (c) This Agreement may be terminated by CLIENT for its convenience upon sixty (60) days' prior written notice to "Svaapta" or as agreed in proposal. Upon such termination, all amounts owed to "Svaapta" under this Agreement for accepted work shall immediately become due and payable and all rights and licenses granted by "Svaapta" to CLIENT under this Agreement shall immediately terminate. Any non accepted work shall be billed to the CLIENT at a rate of 15USD per hour. This Agreement will be terminated automatically, without notice: (a) upon the institution by or against "Svaapta" or Client of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Svaapta 's or Client's debts; (b) Upon "Svaapta" or Client making an assignment for the benefit of creditors; or (c) upon "Svaapta" or Client's dissolution.

10. Publishers' Omissions:

"Svaapta" shall not be held liable for any accidental misstatement due to typographical error, omission or inclusion of published information. In the event of such error, the sole remedy shall be the correction of the error and publication thereof on the original Web document.

11. Change Orders:

Both CLIENT and "Svaapta" will handle Change Order Management. If the need arises to deviate from the proposed statement of work contained in the Proposal after contract signature, then both CLIENT and "Svaapta" will work together to customize a solution. The Change Order Request will be submitted by "Svaapta" to CLIENT for approval and an increase or decrease of the purchase order price must be paid by CLIENT to "Svaapta" prior to further work being performed.

12. Search Engines:

If CLIENT ordered Hosting Services that include Svaapta 's submission of the Website to search engines, CLIENT acknowledges that each search engine has its own listing schedules and protocols, and "Svaapta" shall not be held responsible for the failure of any specific search engine or electronic directory to list a submitted site within an expected period, category or listing priority.

13. Email Virus Prevention:

If CLIENT ordered Hosting Services that include email hosting or related services, CLIENT acknowledges that "Svaapta" utilizes a third party to scan inbound email and does not scan outbound email for known virus infections, and "Svaapta" highly recommends that CLIENT install personal firewalls and anti-virus solutions prior to using our email service. "Svaapta" makes no warranty express or implied regarding safety of any individual email or email attachment, and "Svaapta" has no liability for damages including but not limited to loss of use,



data corruption, system damage, or incurred bandwidth charges resulting from any type of email worm or virus, known or unknown.

14. Hosting Services:

If one or more of the Hosting Services is included in the Proposal, "Svaapta" will provide such Hosting Services as set forth in the Proposal and subject to the terms of this Agreement, as well as Svaapta's Master Hosting Service Agreement, Development Services Agreement (DSA), Acceptable Use Policy, and No Spam Policy, which can all be found at "Svaapta"'s website. Hosting Services will be provided from Svaapta's servers co-located at a secure Internet Service Provider (ISP) facility of Svaapta's choosing. Unless CLIENT has ordered web hosting services, CLIENT is responsible for securing web hosting prior to the Website being completed. If "Svaapta" hosts the Website and CLIENT already has a domain, CLIENT is responsible for pointing the domain to Svaapta's servers. After CLIENT completes the pointing process, it can take up to 72 hours for it to regularly find Svaapta's server. In case the CLIENT has not secured acceptable web space on a web hosting service by the time the web pages of the Website are completed, the web pages may be delivered to the CLIENT on electronic form or attached to an e-mail message.

15. Spam:

CLIENT's utilizing any of our email hosting services agree to abide by industry standards regarding unsolicited email ("spam") including: (1) all unsolicited email must include unsubscribed instructions, (2) unsubscribed requests must be acknowledged and processed within 24 hours or before the next email distribution. "Svaapta" retains the right to terminate services to any client found to engage in abusive or deceptive email marketing practices, and "Svaapta" reserves the right to reject distribution of any email content for any reason including but not limited to excessive message size, inappropriate content, or improper use of addressee information. CLIENT's failure to comply with this notice will result in forfeiture of fees paid to date. As stated above, CLIENT agrees to comply at all times with Svaapta's Acceptable Use Policy and its policy on Spam, both of which can be accessed at <http://www.svaapta-it-ally.com>

16. Network Redundancy & Security:

Network and service backup is provided by redundant servers and multiple Internet access points. Fault-tolerance is built in at all design levels, and our systems are unaffected by most services and component outages. "Svaapta" employs multiple security measures to ensure that its network and site designs are secure from outside interference or manipulation. Notwithstanding this, "Svaapta" makes no warranty express or implied regarding service availability and cannot be held liable for loss of service, loss of business or any other contingent loss arising from any Internet service outage or information access by outside parties and cannot be held liable for any losses or damages resulting from outside access to databases, program code or other proprietary information residing on any server connected to the Internet via "Svaapta" network or Internet services. Detail information for the Master Service Agreement and Development Service Agreement can be found at <http://www.svaapta-it-ally.com>

17. Backup:

"Svaapta" employs sophisticated RAID techniques to ensure the integrity of the data on its servers; the data is written to multiple disks simultaneously to prevent data loss in the event of hardware failure. Company performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at Company's sole discretion. COMPANY SHALL NOT PERFORM BACK UP OR RESTORE THE DATA UPON YOUR REQUEST UNLESS SUCH BACK UP IS PROVIDED AS A SERVICE UNDER YOUR PURCHASED PLAN. If "Svaapta" does backup the Website, a One-time backup of the Website to CD-ROM for on-site or off-site storage is available at \$25 per incident. Regular backups to CD-ROM can be arranged by special contract.



18. Confidentiality and non-disclosure:

The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" is confidential and valuable information which a party desires to protect against disclosure or competitive use or which is in written form and designated as proprietary or confidential or is disclosed orally and is designated either orally or in writing as being proprietary or confidential, and shall include the terms of this Agreement and the Proposal. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's proprietary or confidential information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief, when appropriate.

19. Relationship of parties:

The parties are separate and independent legal entities. "Svaapta", in rendering performance under this Agreement, shall be deemed an independent contractor. Nothing in this Agreement shall be construed to constitute any agency, employment, joint venture or partnership relationship between the parties. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other.

20. Arbitration:

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or the relationship of the parties before, during or after the term of this Agreement, shall be settled by arbitration in the state of Gujarat, India pursuant to the Commercial Arbitration Rules of the Indian Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof; provided, however, "Svaapta" shall have the right to seek any equitable or expedited remedy in court, including, but not limited to, unlawful detainer, injunctions pending arbitration, foreclosure of security interest(s) and claims in bankruptcy. If the parties cannot agree upon an arbitrator within ten calendar days following a written demand for arbitration, each party shall select one nominee within five days thereafter. The nominees shall confer and select an arbitrator within fifteen days. Thereafter, the nominees shall be dismissed and the arbitrator so chosen shall hear the case as soon as reasonably possible, but in no event more than sixty (60) days after selection without the prior written approval of "Svaapta".

21. Costs:

All fees and expenses of the arbitration, appeal thereof, or any other litigation with respect hereto including the parties' respective attorney's fees, shall be borne by the parties in the manner determined by the arbitrator.

22. "Svaapta" Warranty:

"Svaapta" warrants to CLIENT that: (i) "Svaapta" has the right and authority to enter into and perform its obligations under this Agreement; and (ii) that the Development Services shall conform substantially to the Specifications. "Svaapta'S SOLE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, WILL BE "Svaapta'S USE OF REASONABLE EFFORTS TO CAUSE THE DEVELOPMENT SERVICES TO CONFORM TO THE SPECIFICATIONS OR, IN "Svaapta'S SOLE DISCRETION, TO REFUND THE PORTION OF THE FEES APPLICABLE TO THE PORTION OF THE SERVICES WHICH DO NOT CONFORM TO THE SPECIFICATIONS. EXCEPT AS



EXPRESSLY STATED HEREIN, "Svaapta" MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT.

23. Limitation of Liability:

IN NO EVENT SHALL "Svaapta" BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT AND/OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF "Svaapta" HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. "Svaapta"'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES) FOR DAMAGES HEREUNDER FOR ANY CAUSE WHATSOEVER RELATING TO THE SERVICES, THE WEBSITE OR ANY APPLICATIONS THEREIN, SHALL BE LIMITED TO THE TOTAL FEES ACTUALLY PAID BY CLIENT TO "Svaapta" HEREUNDER FOR SUCH SERVICES.

24. CLIENT Warranty:

CLIENT represents and warrants to "Svaapta" that: (i) CLIENT has the power and authority to enter into and perform its obligations under this Agreement; (ii) CLIENT shall not distribute on the Website any Client Content that: (a) infringes on any proprietary or intellectual property rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, or anti-discrimination), (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, pornographic or indecent; or (e) contains any viruses, Trojan horses, worms, cancel-bots or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (iii) CLIENT will own all Client Content and all proprietary or intellectual property rights therein, or will have the express written authorization from the owner thereof to copy, use and display the Client Content on and within the Website.

25. Indemnification:

By Client - CLIENT agrees to indemnify, hold harmless and defend "Svaapta" and its directors, officers, employees and agents from and against any action, claim, cause of action, demand, liability, loss, liability, cost and expense, including reasonable attorney's fees, arising from or relating to (i) CLIENT's breach of this Agreement, including "Svaapta"'s Acceptable Use Policy or No Spam Policy, and (ii) any allegation or claim that the Client Content or CLIENT's use or operation of the Website infringes or violates any copyrights, trademarks, patents, trade secrets, licenses, privacy rights, or other rights (intellectual or otherwise) of any third party. CLIENT agrees that "Svaapta" shall have the right to participate in and control the defense of any such claim through counsel of its own choosing.

By "Svaapta" - "Svaapta" agrees to indemnify, hold harmless and defend CLIENT and its directors, officers, employees and agents from and against any action, claim, cause of action, demand, liability, loss, liability, cost and expense, including reasonable attorney's fees, arising from or relating to any allegation that the "Svaapta" Content or code infringes or violates any copyrights, trademarks, patents, trade secrets, licenses, privacy rights, or other rights (intellectual or otherwise) of any third party. "Svaapta" agrees that CLIENT shall have the right to participate in and control the defense of any such claim through counsel of its own choosing.



26. Acknowledgments:

CLIENT acknowledges that CLIENT's business involves business risks, and that its success will be largely dependent upon the actions and ability of CLIENT. "Svaapta" expressly disclaims the making of, and CLIENT acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential success of CLIENT's activity. This Agreement shall be a non-exclusive agreement for the Development Services. "Svaapta" shall have the right to perform similar services for other customers or clients of "Svaapta" during and after the term of this Agreement.

27. Entire Agreement:

This Agreement, together with the Proposal, the "Svaapta" Master Services Agreement, Development Service Agreement, Acceptable Use Policy, No-Spam Policy, as applicable, along with any other exhibits or schedules attached hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior representations, promises, contracts or agreement are hereby fully superseded.

28. Miscellaneous:

(a) Except as otherwise allowed in this Agreement, CLIENT shall not assign, sub-license or charge any rights, duties, and/or privileges under this Agreement to any person or entity, without the prior written consent of "Svaapta", which may be withheld in "Svaapta"'s sole discretion. "Svaapta" will exercise reasonable consideration of such requests. "Svaapta" may assign this Agreement. (b) This Agreement shall be governed by and construed in accordance with the laws of the State of Gujarat, India. Any term or provision of this Agreement held to be illegal or unenforceable shall be deemed amended to conform to applicable laws or regulations, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed deleted and the remainder of this Agreement shall remain in full force and effect. (c) The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default. (d) All notices and other communications required or permitted to be served on or given to either party shall be in writing and be delivered or transmitted to the intended recipient's address as specified herein or such other address as either party may notify to the other from time to time. Notices shall be treated as having been given three (3) days after deposit if sent by registered or certified mail, one (1) working day after delivery to the courier service if sent by courier, on delivery if hand-delivered, or on successful transmission as signified by the sending machine if sent by facsimile. (e) Neither party to this Agreement shall be liable to the other for failure or delay in the performance of a required obligation (other than CLIENT's obligation to pay Fees) if such failure or delay is caused by strike, riot, fire, flood, natural disaster, or other similar cause beyond such party's control, provided that such party gives prompt written notice of such condition to the other party and resumes its performance as soon as possible. (f) Headings and Section Titles in this Agreement have been inserted for convenience only and shall not affect its interpretation. (g) CLIENT shall be responsible for "Svaapta"'s reasonable attorneys' fees associated with the enforcement of the terms of this Agreement or the collection of any amounts due under this Agreement. (h) This Agreement may be executed in two or more counterparts, each of which were so executed shall be deemed an original copy hereof, but together shall constitute one and the same Agreement. (k) The following provisions will survive expiration or termination of the Agreement: fees, indemnity obligations, confidentiality obligations, and provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended or would be expected to survive termination of the Agreement. (l) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective stockholders, directors, officers, heirs, personal representatives, permitted successors and assigns.