

TERMS OF SERVICE

H4 Tech Solutions Private Limited

Version: 1.0

Effective Date: 1st Jan, 2025

1. Introduction

H4 Tech Solutions Private Limited ("Company", "we", "us", or "our") is a software services company incorporated under the laws of India, with its registered office at X163, Sarayu Complex, Near Park Residency Hotel, Kakkanad, Ernakulam 682 030 India.

This Terms of Service document outlines our standard policies, practices, and principles that govern our service delivery. These terms apply to all our clients globally and serve as the foundation for our business relationships. Specific engagement terms, scope, timelines, and fees will be defined in individual Statements of Work (SOW) or service agreements executed with each client.

2. Services Overview

We provide the following software development and related services:

2.1 Requirements Gathering and Analysis

- Collection and documentation of business and functional requirements
- Analysis and validation of requirements for completeness and feasibility
- Creation of requirements specification documents
- Requirements review sessions with client stakeholders

2.2 Design and Specification

- Creation of detailed technical design documents
- System architecture design
- Database design and data modeling
- User interface and user experience design
- API specifications and integration design
- Design review and client approval process

2.3 Software Development

- Custom software development based on approved requirements and designs
- Coding, programming, and implementation
- Code reviews and quality assurance during development
- Progress reporting and milestone deliveries

2.4 Testing and Quality Assurance

- Unit testing, integration testing, and system testing
- User acceptance testing (UAT) support
- Bug fixing and defect resolution
- Performance and security testing (as agreed)

- Test documentation and reports

2.5 Deployment and Implementation

- Deployment of software to client-provided servers or cloud environments
- Configuration and environment setup
- Data migration support (as agreed)
- Go-live support and production deployment
- Post-deployment verification and stabilization

2.6 Maintenance and Support

- Ongoing software maintenance and updates
- Bug fixes and issue resolution
- Performance monitoring and optimization
- Security patches and updates
- Technical support as per agreed service levels

2.7 Server and Cloud Services

- Server and cloud infrastructure setup and configuration
- Environment provisioning (development, staging, production)
- CI/CD pipeline setup and deployment automation
- Infrastructure monitoring and alerting setup
- Backup and disaster recovery configuration

3. Service Delivery Process

3.1 Engagement Process

Our standard engagement process includes:

- Initial consultation and scope discussion
- Proposal and Statement of Work (SOW) preparation
- Contract and SOW execution
- Project kickoff and resource allocation
- Service delivery as per agreed milestones

3.2 Approval Process

We follow a structured approval process for all deliverables. Requirements specifications and design documents must be reviewed and approved by the client before we proceed to subsequent phases. Software development begins only after client approval of the designs. This approach ensures alignment with client expectations and minimizes rework.

3.3 Change Management

Any changes to approved requirements, designs, or scope must be submitted through a formal change request process. We will evaluate the impact on timeline and cost and provide a change order for client approval before implementing changes. This ensures transparency and proper documentation of all modifications.

3.4 Communication and Reporting

We maintain regular communication with clients throughout the engagement, including status reports, progress updates, and issue escalation. The frequency and format of communication will be agreed upon at project initiation.

4. Intellectual Property

4.1 Client Ownership

All intellectual property rights in the deliverables created specifically for the client belong exclusively to the client. This includes all custom software, code, designs, documentation, specifications, and other materials developed under the engagement. Upon payment in full, all rights, title, and interest in such deliverables are assigned to the client without any reservations or restrictions.

4.2 No Retained Rights

We do not retain any ownership rights, licenses, or claims over the custom deliverables created for our clients. We will not use, reproduce, distribute, or create derivative works from client-specific deliverables without explicit written permission from the client.

4.3 Client Materials

All data, materials, existing intellectual property, and information provided by the client remain the exclusive property of the client at all times. We acquire no rights in client materials through our engagement.

4.4 Third-Party Components

If any third-party software, open-source components, or libraries are incorporated into the deliverables, we will clearly identify such components and their applicable license terms. The use of third-party components will be discussed and approved by the client prior to incorporation.

5. Confidentiality

5.1 Confidentiality Commitment

We treat all client information as confidential. This includes business information, technical specifications, requirements, designs, data, processes, and any other information disclosed to us during the engagement. We will not disclose client confidential information to any third party without prior written consent, except as required by law.

5.2 Employee Obligations

All our employees and contractors who may have access to client information are bound by confidentiality agreements. Access to client information is restricted to personnel who need it for service delivery purposes.

5.3 Information Security

We implement appropriate technical and organizational measures to protect client confidential information from unauthorized access, disclosure, alteration, or destruction. Our security practices are described in our Privacy Policy.

6. Data Protection

6.1 Data Handling

We process client data solely for the purpose of providing the agreed services and in accordance with client instructions. We do not use client data for any other purpose, and we do not sell or share client data with third parties except as necessary for service delivery or as required by law.

6.2 Data Security

We implement comprehensive security measures to protect client data, including:

- Encryption of data in transit and at rest
- Access controls and authentication mechanisms
- Secure handling of access credentials
- Regular security assessments
- Incident response procedures

6.3 Data Return and Deletion

Upon completion of the engagement or upon client request, we will return or securely delete all client data in our possession, except for copies required for legal or regulatory compliance. We will provide written confirmation of data deletion upon request.

6.4 Regulatory Compliance

We are committed to complying with applicable data protection laws and regulations. We will work with clients to meet their specific compliance requirements, including executing data processing agreements where required.

7. Client Infrastructure Access

7.1 Access Management

When clients provide access to their servers, cloud environments, or other systems, we will use such access only for the authorized purposes of service delivery. We follow the principle of least privilege, accessing only the systems and data necessary for our work.

7.2 Credential Security

Access credentials provided by clients are stored securely and shared only with authorized personnel on a need-to-know basis. We recommend that clients revoke or rotate credentials upon project completion.

7.3 Audit Trail

We maintain records of access to client systems where technically feasible. Clients may request information about system access as part of their security and audit processes.

8. Quality Assurance

8.1 Quality Standards

We are committed to delivering high-quality services that meet agreed specifications. Our development practices include code reviews, testing at multiple levels, and quality checks throughout the development lifecycle.

8.2 Defect Resolution

We will address defects in deliverables that do not conform to approved specifications. The warranty period and defect resolution procedures will be specified in the individual service agreement or SOW.

8.3 Acceptance Process

Deliverables are subject to client acceptance testing. The acceptance criteria, testing period, and acceptance procedures will be defined in the applicable SOW.

9. Client Responsibilities

Successful service delivery depends on client collaboration. We request that clients:

- Provide timely, accurate, and complete information and requirements
- Designate a primary point of contact with decision-making authority
- Review and provide feedback on deliverables within agreed timeframes
- Provide necessary access to systems and environments
- Participate in testing and acceptance activities
- Maintain backups of their data before any deployment or migration
- Fulfill payment obligations as per agreed terms

10. Limitation of Liability

Our liability for any claims arising from our services will be limited as specified in the individual service agreement or SOW. We shall not be liable for indirect, incidental, consequential, or punitive damages, or for loss of profits, data, or business opportunities, except in cases of gross negligence or willful misconduct.

We are not responsible for issues arising from client-provided infrastructure, third-party services, or client modifications to deliverables. Clients are responsible for maintaining backups of their data.

11. Term and Termination

The term and termination provisions for each engagement will be specified in the applicable service agreement or SOW. Generally, either party may terminate an engagement for material breach that remains uncured after written notice. Upon termination, we will deliver all completed work and return all client data and materials.

12. Dispute Resolution

We believe in resolving disputes amicably through good-faith negotiation. If a dispute cannot be resolved through negotiation, the dispute resolution mechanism (mediation, arbitration, or litigation) and governing law will be specified in the individual service agreement. We are flexible in accommodating client preferences for dispute resolution and jurisdiction.

13. General Provisions

13.1 Independent Contractor

We operate as an independent contractor. Nothing in our engagement creates an employer-employee relationship, partnership, joint venture, or agency relationship between us and our clients.

13.2 Subcontracting

We may engage subcontractors to assist with service delivery, subject to client approval where required by the service agreement. All subcontractors will be bound by confidentiality and data protection obligations equivalent to our own.

13.3 Force Majeure

Neither party shall be liable for delays or failures in performance due to circumstances beyond reasonable control, including natural disasters, war, pandemic, government actions, or infrastructure failures. The affected party will provide prompt notice and use reasonable efforts to mitigate the impact.

13.4 Insurance

We maintain appropriate business insurance coverage. Details of our insurance coverage can be provided upon request.

14. Contact Information

For inquiries regarding these Terms of Service or our services, please contact us at:

H4 Tech Solutions Private Limited

Address: X163, Sarayu Complex, Near Park Residency Hotel, Kakkanad, Ernakulam 682 030 India.

Email: info@h4tech.com

Phone: +91-9496460691

Website: <https://www.h4tech.com>

15. Changes to These Terms

We may update these Terms of Service from time to time to reflect changes in our practices, services, or applicable laws. The current version will always be available upon request. Changes to these general terms do not affect existing signed agreements unless mutually agreed in writing.

16. Document Control

Document Information:

Version: 1.0

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Next Review Date: 1st Jan, 2026

Approved By: Somanath Balakrishnan, Founder and Director