

**SOFTWARE LICENSE AGREEMENT**

If you have another valid, signed agreement with Licensor or a Licensor authorized reseller which applies to the specific Licensor Software, Software Services, Maintenance or Consulting Services you are downloading, accessing or otherwise receiving, that other agreement shall control; otherwise by using, downloading, installing, copying, or accessing Licensor Software, Software Services, Maintenance or Consulting Services, or by clicking on “I accept” on or adjacent to the screen where these Master Terms may be displayed, you hereby agree to be bound by and accept these Master Terms. These Master Terms shall also apply to any Maintenance or Consulting Services you later acquire from Licensor relating to the Software or Software Services.

You may place orders under these Master Terms by submitting separate Order Form(s). Capitalized terms used in these Master Terms and not otherwise defined, are defined at

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**Comment [S1]:** Please mention the name of the company's website or the name of the document where the definitions are mentioned

- 1. License Models, License Grant, Rights and Restrictions.** Licensor provides Software on a Perpetual, or Term basis, embedded and delivered as part of Equipment, as Software Services and on a Subscription basis. The supplemental terms, include, but are not limited to, the license grant, rights and restrictions for each of the foregoing (including for evaluation purposes) which are located at .....The availability of Software in one or more of the foregoing license models is at Licensor’s sole discretion. Additional license requirements and notices, if any, if not included at ....., shall be contained in the Documentation that is delivered with the applicable Software.

**Comment [S2]:** Please mention the name of the company's website or the name of the document where the definitions are mentioned

**Comment [S3]:** Please mention the name of the company's website or the name of the document where the definitions are mentioned

- 2. Maintenance.** Licensor will deliver Maintenance as set forth in an Order Form.
- 3. Consulting Services.** Customer may procure Consulting Services under an Order Form. Unless otherwise expressly agreed in an Order Form, all Consulting Services will be: (a)

performed on a time and materials basis ("T&M"), with meals, lodging, travel and other reasonably necessary out-of-pocket expenses, such as hardware and software acquired by Licensor to support the project ("Expenses"), invoiced in addition to T&M fees, and (b) deemed accepted upon delivery. Materials are owned by and remain the confidential information of Licensor, excluding Output.

- 4. Financial Terms.** Unless otherwise agreed, Customer shall pay any fees and related charges set forth in an Order Form or which otherwise come due, net thirty (30) days from Licensor's invoice. Licensor may increase recurring fees at any time upon sixty (60) days prior written notice. A service charge of one and one-half percent per month (or such lower amount as permitted by applicable law) will be applied to all fees and charges that are not paid on time. Failure to make timely payments shall be a material breach of the Agreement and Licensor will be entitled to suspend any or all of its performance obligations hereunder and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Licensor. Customer agrees to pay all sales, use, value-added, goods and services, consumption, withholding, excise and any other similar taxes or government charges, exclusive of Licensor's income taxes. Except as expressly set forth in the "Termination" or "Remedies" section, all fees and charges paid under or in connection with the Agreement are non-refundable and no right of set off exists. Licensor does not permit aggregation of products, services, purchase or license models or cumulative fees paid across separate Product Lines to trigger preferred pricing or discounts. Customer agrees that Licensor's license to Customer of any rights hereunder to the Software, the Consulting Services and/or the Maintenance is expressly conditioned on Customer's strict adherence and compliance with Customer's payment obligations to Licensor hereunder, and Customer's obligation not to make any unauthorized copies, derivative works, distribution, display or performance of the Software, or to violate any restriction or use limitation of the Software.

**5. Ownership.** Software, Materials, and Documentation (collectively “Protected Materials”) are proprietary to Licensor and its licensors and protected by applicable Indian and international patent, copyright, trademark and trade secret laws. Licensor and its licensors shall retain ownership in the Protected Materials and all derivatives thereof, and any intellectual property or other rights embodied therein. All proprietary notices incorporated in or affixed to any Protected Materials must be duplicated by Customer on all copies of the Protected Materials, as applicable, and must not be altered, removed or obliterated. Except as stated herein, Customer receives no other rights to use any of Licensor's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

**6. Confidentiality.** Each party agrees to protect Confidential Information in the same manner as it protects its own (but using no less than a reasonable degree of protection) and may only disclose Confidential Information to those with a need to know that information and who have agreed in writing to be bound by terms at least as protective as those contained in the Agreement. It is understood that the confidentiality provisions contained herein do not apply to any information that can be demonstrated by written evidence is: (a) available to the public other than by a breach of a confidentiality obligation, (b) rightfully received from a third party not in breach of a confidentiality obligation, (c) independently developed by one party without use of the Confidential Information of the other; or (d) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation).; or (e) produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Licensor may use Customer's Confidential Information in an aggregated, anonymized form, provided that such data is aggregated from more than one customer and does not identify Customer, Customer employees or Customers' customers. Each party agrees to indemnify the other for any damages

(including reasonable expenses) the other may sustain resulting from a breach of this Section and that money damages would not be a sufficient remedy for a breach of confidentiality. The parties are entitled to seek injunctive or other equitable relief under this clause without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief shall not be the exclusive remedy for any breach of confidentiality, but is in addition to all other rights and remedies available at law or in equity. Notwithstanding anything to the contrary, Licensor's source code shall be kept confidential in perpetuity. Affiliates of either party are included in the definition of "Licensor" and "Customer", respectively, for purposes of this Section entitled "Confidentiality". Confidential Information remains the sole property of the disclosing party, and each party acknowledges and agrees that it does not acquire any rights therein. Use by a recipient of Confidential Information for the purposes contemplated under the Agreement, including, but not limited to, any configuration or use by Customer of the Software or Materials, does not affect or diminish the disclosing party's rights, title and interest in and to Confidential Information.

- 7. Data Protection and Security Plan.** To the extent Licensor is exposed to an individual's Protected Data, Licensor agrees it has and shall continue to maintain a data protection and security plan.
  
- 8. Additional Customer Obligations.** (a) Except in the case of Software Services provided by Licensor or as may be otherwise set forth in an Order Form, Customer is responsible for performing and securing a full system, data back-up on a regular basis (the frequency of which shall be at the Customer's sole discretion) and retaining an electronic copy of Customer's data derived from the back-up, which is stored in a secure place at an alternate location. Licensor assumes no responsibility and accepts no liability for the protection, loss, destruction or maintenance of Customer's data even though Licensor may from time to time recommend daily system back-up and verification procedures. (b) Customer shall provide Licensor with good faith cooperation and access

to such information, facilities, personnel and equipment as may be reasonably required by Licensor in order to perform its obligations under this Agreement, including but not limited to, providing security access, information, and software interfaces to Customer's applications. Customer acknowledges and agrees that Licensor's performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer. Licensor shall be entitled to rely on all decisions and approvals of Customer.

**9. Indemnity.** Licensor hereby agrees at its own expense to defend or, at its option, settle, any claim or action brought against Customer to the extent it is based on a claim that the Licensor Software, or Materials, all as updated by Licensor and used in accordance with the Agreement, infringes any patent, copyright, or any trade secret of a third party. Furthermore, Licensor will indemnify and hold Customer harmless from and against damages, costs and fees reasonably incurred (including reasonable attorneys' fees) that are attributable exclusively to such claim or action and which are assessed against Customer in a final judgment ("Indemnity"). Licensor's obligations to defend, settle or indemnify Customer are subject to Customer promptly notifying Licensor in writing of such claim; Licensor having the exclusive right to control such defense and/or settlement; and Customer providing reasonable assistance (at Licensor's expense) in the defense thereof. In no event shall Customer settle any claim, action or proceeding without Licensor's prior written approval.

**10. Indemnity Exclusions.** Licensor shall not be liable to the extent any claim regarding customer's use of the licensor software, software services and materials is based upon or attributable to: (a) modifications made by customer to the licensor software, software services and materials or portions thereof; (b) such claim would have been avoided by use of the then current release of the licensor software, or software services made available to customer; (c) customer's continued allegedly infringing activity after

being provided with modifications that would have avoided the alleged infringement; or  
(d) customer's output.

**11. Remedies.** In the event of a breach of an indemnification obligation that arises under the section entitled "indemnity", licensor's liability and customer's sole and exclusive remedy (in addition to the "indemnity") shall be for licensor at its own expense, to either (a) repair, replace or modify the affected licensor software or software services or re-perform the affected consulting services or (b) alternatively, procure for customer the right to continue to use the affected licensor software, software services, or materials. If the foregoing remedies are not commercially feasible (in the reasonable opinion of licensor), licensor may (i) cancel the applicable order form and, as applicable, for the affected licensor software or software services, refund the license fees and any unearned maintenance fees paid to licensor by customer for the affected licensor software or software services, or (ii) for consulting services refund all amounts paid to licensor by customer for the affected consulting services.

**12. Warranties and Disclaimers.** The warranties, if any, set forth in the supplemental terms are in lieu of, and licensor, its licensors, webhost, datacenter and suppliers expressly disclaim to the maximum extent permitted by law, all other warranties, express or implied, oral or written, including, without limitation, (i) any warranty that any software, materials or services are error-free, accurate or reliable or will operate without interruption or that all errors will be corrected or will comply with any law, rule or regulation (ii) any and all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement and (iii) any and all implied warranties arising from statute, course of dealing, course of performance or usage of trade. Customer assumes all responsibility for the selection of the software, other products and services provided hereunder to achieve customer's intended results. Customer acknowledges that use of or connection to the internet provides the opportunity for unauthorized third parties to circumvent security precautions and illegally gain access to the services and customer

data and that no form of encryption is fool proof. Accordingly, licensor cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the internet. All alpha, beta, developer evaluation, free trial and evaluation licenses are provided on an as is and as available basis, without warranties of any kind, maintenance or indemnity obligation on the part of licensor

**13. Limitation of Liability.** except for infringement or misappropriation of the other party's intellectual property rights including, without limitation, trade secrets, damage for bodily injury, death, damage to real or tangible personal property or intentional misconduct or gross negligence or any other liability that may not be excluded under applicable law (the "excluded matters"), in no event will either party hereto be liable for any loss or unavailability of or damage to data, lost revenue, lost profits, failure to realize expected savings, damage to reputation, business interruption, downtime costs or any indirect, incidental, consequential, special, punitive, exemplary or any similar type of damages arising out of or in any way related to the agreement, the use or the inability to use the software, software services, maintenance or consulting services, even if advised of the possibility of such damages. customer assumes all responsibility for the selection of the software, other products and services provided hereunder to achieve customer's intended results. except for the excluded matters, in no event shall either party's total liability to the other for all claims arising out of or as a result of the agreement exceed the greater of Rs. 10,00,000 or the fees paid by customer to licensor under the applicable order form.

**Comment [S4]:** To be decided by the company

**14. Export.** Software, Software Services, Documentation, Materials and related technical data, are subject to Indian export control laws, including without limitation the Foreign Trade (Development and Regulation) Act, 1992 and its associated regulations and may be subject to export or import regulations of other countries. Customer hereby agrees that it will not export or re-export or provide access to the Software, Software Services,

Documentation, and Materials in any form in violation of any applicable export or import laws of any jurisdiction.

**15. Government Use.** If the Software, Software Services, Documentation, Materials and any other Licensor services are being or have been acquired with Indian Government funds, or Customer is an agency, department, or other entity of the Government of India ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Software Services, or any related documentation of any kind, including technical data, manuals or Materials, is restricted in accordance with the laws or directions of the government. Use of the Software and Materials by the Government is further restricted according to the Agreement and any amendment hereto.

**16. Term and Termination.** This Agreement shall remain in effect until termination or expiration of all Order Forms, unless otherwise terminated earlier as provided hereunder. Either party may terminate: (a) this Agreement and/or any or all applicable Order Forms upon thirty (30) days prior written notice if the other party breaches a material provision of this Agreement and fails to cure such breach within the thirty (30) day notice period; (b) Maintenance, Term License or Subscription, upon prior written notice at least sixty (60) days prior to the end of any applicable annual Maintenance period or Term; or (c) an Order Form for Consulting Services, upon fifteen (15) days prior written notice by Customer or thirty (30) days prior written notice by Licensor. Order Forms that are not terminated or have not expired shall remain in full force and effect under this Agreement. The Agreement shall automatically terminate if either party files for bankruptcy, goes into receivership, becomes insolvent or makes an assignment for the benefit of creditors. Upon termination or expiration of this Agreement or an Order Form, Customer must cease using, de-install and permanently delete all of the applicable Software; whether or not modified or merged into other materials. Termination of this Agreement or any Order Form shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such

termination relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement.

**17. Suspension.** Licensor will be entitled to suspend any or all Software Services, Maintenance and/or Consulting Services upon 10 days written notice to Customer in the event Customer is in breach of this Agreement. Further, Licensor may suspend Customer's access and use of the Software Services if, and so long as, in Licensor's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of the Software Services or the operation of Licensor's network or systems. Licensor will provide Customer advance notice of any such suspension at Licensor's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Licensor will use reasonable efforts to re-establish the affected Software Services promptly after Licensor determines, in its reasonable discretion, that the situation giving rise the suspension has been cured by Customer. Licensor may terminate the Software Services if any of the foregoing causes of suspension remain uncured by Customer. If Software Services are terminated by Licensor due to the foregoing, Licensor shall either provide Customer with or allow Customer access sufficient to retrieve all Customer's Output in comma separated value (CSV) format. Customer shall pay Licensor for its work resolving the situation giving rise to the suspension on a T&M basis, plus reasonable out-of-pocket expenses.

**18. General Provisions.**

- a) All notices required under this Agreement shall be in writing. Notices will be effective if dispatched by facsimile; or electronic mail; by hand; reliable overnight delivery service or first-class, pre-paid mail if sent to the contract address for the intended recipient set forth in an Order Form. A copy of any notice of default, breach or termination shall also being sent to that party's General Counsel.

- b) The losing party shall pay all reasonable costs, including, without limitation attorney's fees, incurred by the prevailing party in any action brought to enforce the prevailing party's rights under this Agreement.
- c) This Agreement shall not be interpreted to create an agency or consignment relationship, and neither party is a partner, employee, agent or joint venture partner of, or with, the other.
- d) During the term of any Order Form and for a period of one (1) year following expiration or termination of an Order Form, neither party shall actively solicit for employment any employee, contractor, or consultant, or other representative of the other party who performed services in connection with the applicable Order Form, without the prior written consent of the other party.
- e) Licensor may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve Licensor from responsibility for performance of its duties under the terms of this Agreement.
- f) During the term of any Order Form and for a period of one (1) year following expiration or termination of an Order Form, Customer hereby grants Licensor and its independent auditors, at Licensor's expense, the right to audit Customer's compliance with this Agreement upon ten (10) days' notice and at reasonable times and to report any results to Licensor's licensors. Customer shall at no cost to Licensor (i) provide any assistance reasonably requested by Licensor or its designee in conducting any such audit, including installing and operating audit software, (ii) make requested personnel, records, and information available to Licensor or its designee, and (iii) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. Customer's failure to comply with the provisions of this section will constitute a material breach of this Agreement. If the audit reveals any noncompliance, Customer shall reimburse Licensor for the reasonable costs and expenses of the audit (including but not

limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of Licensor's termination rights and do not affect Licensor's right to payment for Software, Software Services or Materials related to usage in excess of the Number of Units.

- g) No waiver by either party of any breach of any provision of this Agreement shall be construed as a waiver of that or any other provision on any other occasion.
- h) Dates or times by which one party is required to perform under the Agreement shall be postponed automatically for so long as that party is prevented from performing by any act of or failure to act by, the other party. No delay or default in performance of any obligation by either party (except payment obligations), shall constitute a breach of the Agreement to the extent caused by force majeure or any other cause which is beyond its reasonable control, including, but not limited to, fires, strikes, accidents, or acts of God.
- i) Except for an assignment, in whole or part, by Licensor to an Affiliate, neither party may assign this Agreement, in whole or in part, and/or any of its rights and/or obligations without the prior written consent of the other party (which shall not be unreasonably withheld). Any such attempted assignment shall be void. For the purposes of the foregoing, a change in control of Customer is deemed to cause or attempt to cause an assignment of the Agreement, in whole or part, and shall require Licensor's prior written consent.
- j) To the extent Customer or its successors or assigns enters into an Extraordinary Corporate Event after an Order Form Effective Date, those users, divisions or entities, which were added to or divested from Customer's organization as a result of the Extraordinary Corporate Event are not authorized to use the Software or Materials until those users, divisions or entities are added to this Agreement by way of a written amendment signed by duly authorized officers of the Licensor and Customer, or in the case of a divestiture, the divested entity.

- k) This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Licensor under this Agreement shall apply equally to the owner of any Third Party Software, and such third party is an intended third party beneficiary of this Agreement.
- l) The parties' rights and obligations under this section and sections entitled "Financial Terms", "Proprietary Notices", "Confidentiality", "Warranties and Disclaimers", "Indemnity", "Indemnity and Warranty Exclusions", "Remedies", "Disclaimers", "Limitation of Liability", "General Provisions" and those surviving provisions of the Supplemental Terms shall survive the expiration or termination of this Agreement and/or an Order Form.
- m) This Agreement is governed by the laws of India and subject to the exclusive jurisdiction of Court of Delhi, without giving effect to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.
- n) If any sentence, clause or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law, including, but not limited to, any limitation of liability, the validity, legality and enforceability of the remaining clauses and provisions shall in no way be affected or impaired thereby. The affected provision shall be interpreted in such a manner as to render it enforceable while attempting to closely approximate the intent and the economic effect of the affected provision as to render it enforceable while attempting to closely approximate the intent and the economic effect of the affected provision.

**Comment [S5]:** The jurisdiction of court can be changed as per the needs of the Company

## **19. Agreement Structure and Scope.**

- a) Order of precedence.** To the extent any terms and conditions of the Master Terms or Supplemental Terms conflict with the terms and conditions of additional license requirements or notices contained in the Documentation, then such license requirements or notices pertaining to Third Party Software included with the Software, shall control. To the extent any terms and conditions of these Master Terms conflict with the Supplemental Terms, the Supplemental Terms shall control. To the extent the Order Form conflicts with the Master Terms or Supplemental Terms, the Order Form shall control.
  
- b) Entire Agreement.** The Agreement constitutes the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party, except in the case of an Order Form where Licensor's acceptance shall be deemed to have occurred on Licensor's initial delivery of products or services under the Order Form. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.