



MASTER SUBSCRIPTION AGREEMENT

As commenced and effective from Day Month year ("Effective Date")

BETWEEN

1. **CUSTOMER XXXXXXXXXX**, with its registered or primary business address at; _____ ("Customer"); and
2. **Decisive Analytical Systems Pvt. Ltd.**, with its registered or primary business address at #46/A, 3rd Floor, 1st Main Road, 3rd Phase, J P Nagar Bangalore 560 078; ("Licensor").

WHEREAS:

- A) The Licensor is the provider of the Software described in Schedule 1 to this Agreement. Upon request by Customer, the Licensor has agreed to provide the Software under the terms of this Agreement to Customer, upon execution of an Order Form by the Licensor and Customer.

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AGREED TERMS:

1. Definitions and Interpretation

The following terms shall have the corresponding meanings for the purposes of this Agreement:

Additional Services	Licensor in relation to the Software, for Customer or a Customer Group Company, under an Order Form and in accordance with the rates and prices set out at clause 3 of Schedule 2;
Affiliate	means in relation to a party any entity which, directly or indirectly, controls or is controlled by, or is under common control with, that party, where control is the possession, directly or indirectly, of (a) alone or pursuant to an agreement with other members, a majority of the voting rights in it, (b) the power to direct or cause the direction of the management or operating policies of the entity through the exercise of voting rights, contract, trust or otherwise, or (c) a right to appoint or remove the majority of the directors of the entity, and "Affiliates" means any of them;
Agreement	means this software license and services agreement and all related schedules and where the context requires includes the order form or order forms issued under this agreement;
Authorised Users	means those employees, agency personnel or independent contractors of the Customer for whose use Customer has purchased a subscription in accordance with Schedule 2 and the applicable Order Form;
Background Intellectual Property	means Intellectual Property including any Intellectual Property Rights therein owned by the Licensor or Customer (as applicable) and in existence prior to the applicable Subscription Commencement Date but shall not include the Software; Charges shall have the meaning given to it in clause 7.1;
Confidential Information	shall have the meaning given to it in clause 10.1;
Data	means computer data (in machine or eye-readable form), including data defined as "personal data" by operation of any applicable Data Protection Legislation;
Data Protection Legislation	means all laws, regulations, legislative and regulatory requirements, and codes of practice applicable to the Licensor's Processing of Data in the course of or in connection with its performance under this Agreement, including, without limitation all the provisions of the UK Data Protection Act 1998 and any regulations or instruments thereunder, and of Directive 95/46/EC of the European Parliament, as may be amended, modified, extended, varied, superseded, replaced, substituted or consolidated from time to time;

Data Transfer Agreement	means a data transfer agreement in the form mandated by Customer, and which is on terms substantially the same as the European Union Model Clauses for the transfer of Personal Data to processors established in third countries under Directive 95/46/EC;
Effective Date	means the date from which this Agreement is effective (as set out at the head of this Agreement);
Exit Services	means the services that are set out in Clause 6 of Schedule 1;
Good Industry Practice	means the degree of skill and diligence which would reasonably be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;
Helpdesk	shall have the meaning given to it in paragraph 2.2 of Schedule 1;
Infringement Claim	shall have the meaning given to it in clause 9.2;
Intellectual Property	means any of the following in any form or media: (i) designs, , concepts, research, discoveries, formulations, inventions (whether or not patentable or reduced to practice) and invention disclosures; (ii) formulae, algorithms, processes, procedures and methods; (iii) know how, trade secrets and proprietary information and methodologies; (iv) technology; (v) computer software (in both object and source code form); (vi) databases; (vii) expressions, works and factual and other compilations; (viii) protocols and specifications; (ix) visual, audio and audiovisual works (including art, illustrations, graphics, images, music, sound effects, recordings, narration, text, animation, characters, designs and all other audio, visual, audio-visual and textual content); and (x) records of each of the foregoing, including documentation, design documents and analyses, studies, programming tools, plans, models, flow charts, reports, letters, memoranda and drawings.
Laws	means any legislation, laws, regulation or rules at any time and any requirement or demand of any relevant authority;
Losses	means losses, claims, demands, actions, proceedings, damages and other payments, costs (including reasonable attorney's fees), expenses or other liabilities of any kind;
Open Source Software	means any software which is developed, tested, or improved through public collaboration and distributed with the idea that it must be shared with others, ensuring an open future collaboration;
Order Form	means the order form set out at Schedule 3;
Personal Data	means any information relating to an identified or an identifiable individual (data subject) as more particularly defined by operation of any applicable Data Protection Legislation;
Policy	shall have the meaning given to it in clause 16;
Professional Services	means the services as set out in clause 3 of Schedule 1 with the rates and prices set out in Schedule 2;
Processing	means accessing, obtaining, recording, holding, disclosing, using, altering, deleting, erasing or destroying Personal Data, or

	carrying out any operation(s) on the Personal Data in accordance with Data Protection Legislation;
Security Incident	means any event that could adversely affect the security of any information technology system or any data held on it, including loss of data confidentiality, disruption of data or system integrity, and disruption or denial of availability;
Service Credits	means the service credits that may be payable by the Licensor for a failure to achieve any of the Service Levels, as set out in paragraph 4 of Schedule 1;
Software	means the software described in clause 1 of Schedule 1 and any related documentation that will be provided by the Licensor, and any alterations, enhancements, modifications, updates of such Software;
Specification	shall have the meaning given to it in paragraph 1.3 of Schedule 1;
Subscription Commencement Date	means the subscription commencement date set out on the Order Form;
Support Services	shall have the meaning given to it in paragraph 2.1 of Schedule 1;
Support Services Term	means the period during which the Licensor will provide Support Services as set out on the Order Form;
Tax	shall have the meaning given to it in clause 7.2;
Term	shall have the meaning given to it in clause 2.1; and
Territory	Means South Africa
Customer Group	means Customer plc and Customer N.V., and their respective Affiliates from time to time; and
Customer Group Company	means any member of the Customer Group.

2. Term

2.1 The term of this Agreement will begin on the Effective Date and will continue for a period of 12 months, unless terminated sooner pursuant to clause 14 (the “Term”). At the expiry of the Term, should Customer chose to extend the Agreement for a new period commencing January 2018; the fees payable for the Software under the Contract will not exceed USD _____ (USD _____) per Annum.

2.2 The Licensor will provide Customer a progress report for each month of the Term. Customer will review the progress made at the end of a 3-month period from the Effective Date and discuss with the Licensor any changes or modifications required.

2.3 Notwithstanding anything else in this Agreement, Customer shall have no obligation to exclusively purchase the Software, the Support Services, the Professional Services, the Additional Services or any software or services of a similar nature, from the Licensor, or to purchase any minimum volumes of software or services from the Licensor. Nothing in this Agreement shall restrict Customer from procuring any software or services from any other person.

3. Role of the parties

The commercial model of this transaction has been centrally constructed by Customer and Licensor and recorded in this Agreement. The parties have therefore agreed that:

- (a) Customer and the Licensor are the only parties that can terminate this Agreement. Customer may serve notice to terminate an Order Form (or any part thereof) in accordance with clause 14 below; and
- (b) [Reserved.].

4. Ordering

4.1 If Customer wishes to order any subscriptions for Software or any Additional Services at any time during the Term, then Customer shall submit a purchase order and Order Form for the Software and/ or Additional Services to the Licensor. Save in the case of manifest error, the Licensor shall be deemed to have accepted a purchase order and Order Form on the completion of three (3) days of receipt.

4.2 The Licensor shall grant a license and access to the Software and provide (during the Support Services Term) the Support Services from the Subscription Commencement Date set out in the applicable Order Form and, where applicable, provide the requested Additional Services.

4.3 Where there is a manifest error in a purchase order and/or Order Form, the Licensor shall notify Customer within three (3) days of receipt.

5. Scope of Use

5.1 Upon execution of an Order Form by Customer and Licensor, the Licensor hereby grants to Customer, a license and access to the Software during the Term (or such other period specified in the Order Form):

- (a) for its Authorised Users to install and use the Software for its business purposes for use within the Territory;
- (b) to maintain a reasonable number of back-up or test copies of the Software;
- (c) to permit a service provider to Customer to use the Software installed in the system of Customer or a Customer Group Company in order to provide services and/ or deliverables to Customer, (but not so as to commercially exploit such Software).
- (d) [Reserved.].

5.2 The Licensor shall grant access to the Software and provide the Support Services so as to meet or exceed the Service Levels. The Licensor shall provide Customer with a

monthly report detailing its performance in respect of each of the Service Levels. If the Licensor fails to achieve any of the Service Levels at any time, then it shall pay any applicable Service Credits in accordance with paragraph 4 of Schedule 1.

5.3 [Reserved].

5.4 Customer shall not:

- (a) not Use, copy, modify, merge, or transfer copies of Software in violation of the terms of this Agreement.
- (b) Use any backup or archival copies of Software (or allow any other party to use such copies) for any purpose other than to replace the original copy in the event it is destroyed or becomes defective;
- (c) Reverse engineer, decompile or in any manner decode Software for any reason in whole or part except as provided by applicable law; or
- (d) Re-sell, grant any rights to third parties to the Software, lease, time-share, lend or rent Software.

6. Additional Services

6.1 This clause 6 applies where the Licensor performs any Additional Services pursuant to an Order Form. Unless otherwise expressly agreed in the Order Form, all Additional Services shall be provided from Licensor's facilities in India.

6.2 The Licensor warrants and undertakes that:

- (a) all the Licensor personnel used to perform the Additional Services possess and exercise such qualifications, skill and experience necessary for the proper performance of the Additional Services; and
- (b) it will provide the Additional Services with all due skill, care and diligence, in a good and workmanlike manner to the highest standard, in accordance with Good Industry Practice for the provision of similar services and in accordance with all other policies, standards or guidelines that are (i) available on <https://connected.Customer.com>, or (ii) requested by Customer and notified by Customer prior to the issuance of any Order Form. The Licensor will ensure that a similar obligation is contained in any subcontract for the Services, where permission to subcontract is obtained in writing, in advance, from Customer.

6.3 To the extent that it is applicable, Customer grants to the Licensor a royalty-free, limited, non-exclusive, non-transferable right to use its Background Intellectual Property solely for the purposes of, and to the extent necessary for, providing the Additional Services.

6.4 The Licensor grants to the Customer (and shall procure the grant of), a royalty-free, irrevocable, non-exclusive licence; to use its Background Intellectual Property that is embedded in any New Intellectual Property solely for the purpose of and to the extent necessary for the receipt and use of the Additional Services. No rights are being granted to Customer to use the Background Intellectual Property in a standalone form.

6.5 All New Intellectual Property, including any New Intellectual Property vested in any deliverables created specifically for Customer under an Order Form vests in Customer upon creation. If ownership of any New Intellectual Property does not automatically vest in Customer by operation of this clause 6, the Licensor will assign, or procure the assignment of, all rights, title and interest in the New Intellectual Property to Customer. All other New Intellectual Property vests in the creator of such New Intellectual Property on creation.

6.6 The Licensor must promptly remedy any defect in any Additional Services which appears in the six (6) months commencing on the completion of the Additional Services at no cost to Customer. If the Licensor fails after reasonable notice to proceed promptly to remedy any defect, Customer may remedy such defect itself or procure its remedy by an alternative supplier and charge all direct related costs to the Licensor.

6.7 [Reserved.].

6.8 For the purposes of this clause 6:

(a) "New Intellectual Property" means new Intellectual Property, works of authorship and all Intellectual Property Rights therein created under or arising out of an Order Form but shall not in any circumstance include the Software or any modification to the Software.

(b) [Reserved.]

7. Charges and Payment

7.1 Customer shall pay the Charges set out in Schedule 2 at the rate described therein and the manner described in this clause 7 and the applicable Order Form ("Charges"). There shall be no charges payable by Customer other than the Charges.

7.2 Unless otherwise expressly provided in Schedule 2, the Charges (a) may not increase and (b) are exclusive of any applicable sales tax, value added tax or any equivalent tax ("Tax"), which shall be payable by Customer subject to receipt of a correctly submitted Tax invoice.

7.3 Invoices for all Charges during the term of this Agreement shall be issued monthly in arrears by Supplier to Customer, save in the case of Charges which are milestone-based which shall be issued on achievement of the relevant milestone.

7.4 All invoices are payable by Customer within thirty (30) days of receipt and must clearly state the following information:

- (a) the name of Customer;
- (b) the VAT number and country of the Agreement;
- (c) the applicable Customer purchase order number; and
- (d) Licensor's reference for the applicable Order Form.

7.5 All invoices shall be written and paid in pounds (£) sterling or US Dollars (\$) unless otherwise specified in Schedule 2.

7.6 Supplier shall comply with Customer's e-invoicing processes under this Agreement.

7.7 The Licensor shall not submit, and Customer is not obliged to pay, any invoice unless a Customer purchase order has been agreed with, and approved by, Customer in relation to this Agreement and the Licensor includes the correct purchase order number on the invoice. The Licensor shall not be required to undertake any obligations or provide any licenses in addition to this Agreement, unless a duly authorised purchase order has been issued by Customer.

8. Warranties

8.1 The Licensor warrants that:

- (a) Unless Customer breaches the terms set out in clause 5.4, the Software shall, at the time of user acceptance testing, during the Term, conform to its published specification and be free from material defects. Provided that the sole obligation and liability of Licensor in respect of any breach of this warranty that is curable, would Licensor will be to rectify or cure such breach immediately after Customer notifies the Licensor of such breach. If Licensor fails to cure the breach, Customer shall be entitled to avail all remedies against such breach that are provided by this Agreement or by applicable law. as per the support obligations;
- (b) it shall take best efforts to ensure that the Software and any other software or other code used in provision of the Support or Additional Services are, at the time of delivery, free from viruses, malware, Trojan horses and any other malicious code designed to:
 - i. disables, damage, erase, disrupt or impair the normal operation of computer systems, or software security programs residing on computer systems;
 - ii. assist in or enable theft or alteration of data; and/ or
 - iii. provide unauthorised access to, computer systems or any software, data and/or information stored on those computer systems;
- (c) none of the Software or other software provided by or on behalf of the Licensor contains Open Source Software;
- (d) it shall strictly comply with all applicable Laws in force relating to the provision of the Software; and
- (e) it has full power and authority to enter into the Agreement and fully perform and comply with all its obligations under this Agreement and any Order Form.

8.2 Save as expressly provided and to the maximum extent permitted by applicable law, the Licensor hereby disclaims and expressly waives all other, conditions, representations and guarantees, whether express or implied, arising by law, custom, oral or written statements of Licensor or third parties including, but not limited to, any warranty of merchantability or fitness for particular purpose

9. Intellectual Property

9.1 All Background Intellectual Property of the Licensor in the Software shall remain vested in the Licensor.

9.2 The Licensor shall defend the Customer from and against any claim or action that the possession, or use, maintenance (to the extent provided by Licensor) of the Software (or any part thereof) in accordance with the terms of this Agreement or the use of the Licensor's Background Intellectual Property in accordance with the licence granted under clause 6.4 infringes the Intellectual Property Rights of a third party ("Infringement Claim") and shall fully indemnify and hold harmless the Customer Group from and against any Losses incurred by or awarded against Customer as a result of or in connection with any such Infringement Claim. Provided that the indemnity shall not extend to (a) any modifications to the Software or Background Intellectual Property; (b) use of the Software or Background Intellectual Property in breach of the terms of this Agreement; (c) use of the Software or Background Intellectual Property in conjunction with any software, equipment or material prohibited by the Licensor and the infringement would not have arisen but for such use.

The Licensor shall have sole control over the defence and settlement of any claims for which Customer seeks an indemnity for under this Section unless provided that where such claim (i) is reasonably likely to harm the reputation of Customer, (ii) seeks an injunction on Customer's use of Software, or (iii) requires any admission of guilt on the part of Customer, the Licensor shall not enter into any settlement of such claim, except with the prior written consent of Customer. The Licensor shall have sole control over the defence and settlement of any claims for which Customer seeks an indemnity for under this Section. The In case of any claims for infringement as contemplated under this clause, the Licensor may , at its own expense, procure for Customer the right to continue using the Software or Background Intellectual Property , (ii) replace the infringing Software or Background Intellectual Property with a non-infringing, software that has equal or greater functionality than the infringing Software, (iii) suitably modify the infringing Software or Background Intellectual Property so that it becomes non-infringing.

9.3 Customer shall indemnify and hold harmless the Licensor from and against any Losses incurred on account of any third-party claims, that have arisen from (i) any use of the Software or Background Intellectual Property by Customer in violation of the terms of this Agreement; (ii) the use, possession or modification of any software, materials or equipment provided by Customer to the Licensor.

10. Confidentiality

10.1 Each party to this Agreement and/ or an Order Form shall keep confidential the terms of this Agreement and/ or any Order Forms and all information and documentation including information concerning the business or trade secrets,

know-how or methods obtained from the other party in connection with this Agreement both before and after the Effective Date ("Confidential Information").

10.2 The parties to the Agreement and/or Order Form shall not:

- (a) use any Confidential Information for any purpose other than in complying with its obligations under the Agreement; or
- (b) disclose any Confidential Information to any person other than its officers and employees, except to the extent it is necessary for the purpose of performing its obligations under the Agreement.

10.3 The provisions of clause 10.2 shall not apply to Confidential Information of a party which the recipient can show to the disclosing party's reasonable satisfaction:

- (a) was known to the recipient (without obligation to keep the same confidential) at the date of its disclosure;
- (b) is after the date of disclosure lawfully acquired by the recipient in good faith from an independent third party who is not subject to any obligation of confidentiality in respect of such Confidential Information;
- (c) in its entirety was at the time of disclosure or has become public knowledge otherwise than by reason of the recipient's neglect or breach of the restrictions set out in this Agreement or any other agreement;
- (d) is independently developed by the recipient without access to any or all of the disclosing party's Confidential Information; or
- (e) is required by law, judicial action, recognised stock exchange, governmental department or agency or other regulatory authority to be disclosed in which event the recipient shall take all reasonable steps to consult and take into account the reasonable requirements of the other party in relation to such disclosure.

11. Data protection

11.1 The Licensor shall during the Term of this Agreement comply with the Data Protection Legislation.

11.2 In relation to Personal Data provided or made available to the Licensor or created for Customer in connection with this Agreement, the Licensor shall, and shall procure that any employee, director, agent, independent contractor and subcontractor shall:

- (a) process the data only to the extent reasonably necessary for the performance of its obligations under this Agreement and in accordance with all lawful instructions and directions from Customer;
- (b) take and implement all appropriate technical and organisational security procedures and measures to protect the security and confidentiality of the Personal Data and prevent the unauthorised or unlawful Processing of the Personal Data and accidental loss or destruction of, or damage of such Personal Data;

- (c) promptly notify Customer of any actual, suspected, accidental or unauthorised access, disclosure, loss or use of Personal Data;
- (d) provide Customer with full co-operation and assistance in complying with any request to access Personal Data that is made by a data subject; and
- (e) treat Personal Data supplied by Customer as Confidential Information.

11.3 The Licensor may not transfer any Personal Data from within the European Economic Area to any country outside the European Economic Area unless:

- (a) there has been a European Community finding of adequacy pursuant to Article 25(6) of the EC Data Protection Directive in respect of that country; or
- (b) the transfer is to a data importer which is a party to a Data Transfer Agreement governing that transfer between that data importer and Customer within the European Economic Area that are data controllers of the Personal Data to be transferred.

11.4 Licensor shall indemnify and hold harmless Customer and from and against all Losses arising out of third-party claims caused by Licensor's and/or Licensor's Affiliates' and/or agents or subcontractors breach of their obligations set out in this Clause 11. Customer shall indemnify and hold harmless the from any Losses arising from claims from third parties on account of Customer or any Customer Group Company not obtaining any required consents to provide the Personal Data to the Licensor

12. Information Security

12.1 Licensor shall comply with the requirements set out in Schedule 4 (Information Security)

13. Liability

13.1 Subject to Clause 13.2 and 13.3, each party's maximum aggregate liability under or in connection with this Agreement shall not exceed 100% of the fees payable under this Agreement.

13.2 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence or any other liability to the extent the same may not be excluded or limited as a matter of law.

13.3 Losses caused by either party's breach of clause 10 (Confidentiality), 11 (Data protection), 12 (information security), or in relation to the indemnity obligations under clauses 9.2, 9.3 and 11.4, or Customer's breach of clause 5.4, shall not be subject to the cap on liability set out in clause 13.1 above and clause 13.4.

13.4 Neither party shall be liable for any loss of data, loss of goodwill, loss of revenue, special, indirect or consequential loss, howsoever arising (other than losses is caused by Licensor's breach of warranties under clause 8 above). (other than

losses is caused by any defects inherently present in the software or the functionality of the software).

14. Termination

14.1 Subscriptions and licenses to the Software shall terminate automatically at the end of the period set out on the applicable Order Form. However, Customer, may elect to renew the subscriptions for up to three (3) successive one (1) year period upon mutual agreement by the parties on the commercial terms and execution of further Order Forms and/or Customer purchase orders.

14.2 This Agreement may be terminated only:

- (a) by Customer at any time by one (1) month's written notice to Licensor; or
- (b) by either party at any time, if the other party is in material breach of this Agreement and that breach is not capable of being remedied; or
- (c) by either party at any time, if the other party is in material or persistent breach of this Agreement and that breach is capable of being remedied, and the other party has failed to remedy that breach within thirty (30) days after receiving written notice requiring it to remedy that breach.

14.3 An Order Form may only be terminated only:

- (a) in the case of Support Services or Additional Services, by Customer at any time by thirty (30) days written notice to Licensor and payment, pro-rata for all work done up to and including the date of termination;
- (b) by either party at any time, if the other party is in material breach of that Order Form and that breach is not capable of being remedied; or
- (c) by either party at any time, if the other party is in material or persistent breach of that Order Form and that breach is capable of being remedied, and the other party has failed to remedy that breach within thirty (30) days after receiving written notice requiring it to remedy that breach.

14.4 Termination by either party in accordance with the rights contained in this clause 14.1 shall be without prejudice to any other rights or remedies of the parties accrued prior to termination.

15. Obligations on Termination or Expiry

15.1 Upon termination or expiry of the Agreement:

- (a) all Order Forms shall automatically terminate and all usage and access rights to the Software granted to Authorised Users shall terminate; and

(b) Licensor shall provide the Exit Services in accordance with paragraph 5 of Schedule 1.

(c) Customer shall pay the Licensor all Charges and dues in accordance with the payment terms set out in clause 7.4, on termination of the Agreement.

15.2 If either party exercises its right to terminate the Agreement and/ or an individual Order Form, upon Customer's request the Licensor shall either:

(a) promptly destroy any Customer Confidential Information in its possession, as requested by Customer; or

(b) promptly purge its systems of, and deliver to Customer, in a mutually agreed format, on media free of viruses, within five (5) days of the date of termination of the Agreement and/ or applicable Order Form, all copies of the relevant Customer Confidential Information in the possession or control of the Licensor which is in the Licensor's possession or control, in connection with such Agreement and/ or the applicable Order Form.

15.3 Termination or expiry of this Agreement (in whole or part) shall not affect (a) any rights or obligations of the parties accrued prior to or upon termination or expiry; or (b) clauses 1, 3(b), 8, 9.2, 10, , 11.2 to 11.4 (inclusive), 13, 15, 17.2 to 17.8 (inclusive), 17.10 and 18 which, together with any other provisions that are reasonably intended to survive, shall survive termination or expiry.

16. Responsible Sourcing Policy

The Licensor acknowledges that it has reviewed Customer's Responsible Sourcing Policy ("Policy") and agrees that all of its activities shall be conducted in accordance with the Policy. Customer may from time to time carry out an audit or other checks on Policy compliance either performed by itself or any third party and the Licensor shall respond promptly to requests from Customer for information relating to its compliance with the Policy. The Policy can be accessed at the following internet address: <http://www.Customer.com/sustainable-living-2014/enhancing-livelihoods/fairness-in-the-workplace/advancing-human-rights-with-suppliers/responsible-sourcing-policy>.

17. General

17.1 Counterparts

This Agreement may be signed in counterparts, each of which taken together shall constitute one and the same instrument.

17.2 Assignment

No party shall without the prior written consent of the other assign (including by operation or merger) or otherwise dispose of the Agreement in whole or part or subcontract any duties or obligations under the Agreement to any third party. However, Customer may assign the Agreement in part or in full to

Customer. In the event of an acquisition of all or any material part of any Customer business to which the Agreement relates, Customer may assign the Agreement, in whole or in part, to the purchaser of such business without the Licensor's prior consent.

17.3 Set off

In respect of any payment to the Licensor, Customer may at any time, without notice to the Licensor, deduct or set off any undisputed sum payable by the Licensor. Such deduction or set off shall not affect the rights or remedies available to it under the Agreement or otherwise.

17.4 Third party rights

The respective parties to the Agreement do not intend that any term of the Agreement or an Order Form should be enforceable by any other person,

17.5 Notices

All notices to be given under this Agreement shall be in writing, by the following methods only and shall be deemed to have been validly given (a) on the date of delivery, if delivered by hand, prepaid courier or email; or (b) three (3) days after posting if sent by prepaid first-class post.

17.6 Publicity

No press release, public announcement or communication concerning this Agreement or the parties' relationship shall be made by the Licensor without the prior written consent of Customer.

17.7 Waiver and variations

No delay in exercising or non-exercise by any party of any of its rights, powers or remedies under or in connection with this Agreement (or any part) shall operate as a waiver of that right, power or remedy. No amendment or variation to the Agreement (or any part) or any waiver or release of any right, power or remedy of a party shall be of any effect unless it is agreed in writing (excluding email) by each relevant party.

17.8 Invalidity

Each of the provisions of this Agreement is severable. If any such provision or any part of such provision is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of Agreement or the remaining parts of that provision shall not in any way be affected. The parties shall seek in good faith to agree amendments to the Agreement to reflect the original commercial intent as closely as legally permissible.

17.9 Further assurance

Each party shall do and procure is done all such further acts, document execution and things as the other party may reasonably require to give effect to the Agreement.

17.10 No agency or partnership

The Licensor is an independent contractor engaged by Customer to supply the Software. Nothing in this Agreement shall make the Licensor the legal representative agent or partner of Customer nor shall it have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of, or on behalf of, Customer.

17.11 Force Majeure

In the event that either Party is unable to perform any of its obligations under this Agreement due to riot, war, rebellion, fire, flood, act of God, terrorism, act of governmental authorities or any other event similarly beyond its reasonable control which makes it impossible for the affected party to comply with the terms of the Agreement, but excluding any i) failure of equipment to operate; ii) a sub-contractor (including sub-supplier) failure, not itself caused by such event; iii) change in economic conditions or costs; and iv) labour disruption ("Force Majeure Event"), the party whose performance has been so affected shall excused from such performance provided that they immediately give notice to the other party and do everything reasonably possible to resume performance.

The party not affected by the Force Majeure Event shall have the right to terminate this Agreement in the event of a Force Majeure Event by providing 30 (thirty) days of written notice.

17.12 Excuse Clause

The Licensor's delay or failure to perform any of its obligations under this Agreement shall be excused if and to the extent such delay or non-performance by Licensor is caused by failure of Customer or its employees, agents or third-party service providers to perform its duties and obligations under the Agreement and such non-performance impacted the Licensor's ability to perform its obligations.

17.13 Entire Agreement

This Agreement, including attachments, annexures, Order Forms, issued hereunder, sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto. The language for communication or any further action under this Agreement shall be English. No change to this Agreement or any Order Form shall be effective unless agreed to by both parties in writing.

18. Law and Jurisdiction

During the Term, this Agreement and related Order Forms and any non-contractual rights and/or obligations arising out of or in connection with such Agreement or related Order Forms shall be governed by and construed in accordance with the laws of India.

Without restricting either Party from seeking injunctive or other temporary relief in a competent court, if a dispute arises out of or in respect of this Agreement: (i) the Parties will try to resolve the issue amicably within a period of 30 days from the date the dispute is raised by one of the Parties; and (ii) in the absence of amicable settlement, the dispute shall be referred to and finally resolved by arbitration under the Indian Court of Law. The appeal will be determined by an appeal panel of three persons appointed jointly by the Parties, or failing such joint appointment, appointed by the Chairperson of the Bar Council.

If the parties extend the Agreement beyond the Term, this Agreement and related Order Forms and any non-contractual rights and/or obligations arising out of or in connection with such Agreement or related Order Forms shall be governed by and construed in accordance with the laws of India.

Without restricting either Party from seeking injunctive or other temporary relief in a competent court, if a dispute arises out of or in respect of this Agreement: (i) the Parties will try to resolve the issue amicably within a period of 30 days from the date the dispute is raised by one of the Parties; and (ii) in the absence of amicable settlement, the dispute shall be referred to and finally resolved by arbitration under the laws of Indian Court rules of arbitration, the number of arbitrators will be one, appointed jointly by the Parties, the language of the arbitration will be English and the seat of arbitration will be Bangalore, India. The final (but not any interim) determination in the arbitration will be subject to appeal under the Rules of Indian Courts of Law.

CUSTOMER

Print Name:
Job Title:
Date:

LICENSOR

Print Name:
Job Title:
Date:

