

## Master Subscription Agreement for "Smart Society"

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS THE FREE TRIAL AND ALSO THE REGULAR, PAID PROVISION OF THE SERVICES PROVIDED BY SYSTSOFT TECHNOLOGIES LLP (a Limited Liability Partnership incorporated in India under LLP Act 2008) hereafter referred as "**WE**" or "**US**" or "**OUR**" or as "**SYSTSOFT**") THROUGH "**SMART SOCIETY**" a Copyright and Trade Mark protected Internet based software solution (for the management of associations or co-operative societies formed by owners of apartments / flats / condominiums / villas / row-houses / offices / shops / industrial galas / technology park units / retail mall and arcade units and any such similar residential, commercial and industrial space owners/users conglomerations) developed, hosted and maintained by US.

IN THIS AGREEMENT "**CLIENT**", "**YOU**" and "**YOUR**" REFER TO THE PERSON / ASSOCIATION / CO-OPERATIVE OR OTHER SOCIETY / FIRM / COMPANY / TRUST OR ANY OTHER INDIVIDUAL OR ENTITY USING THE SERVICES PROVIDED BY US AS SPECIFIED HEREIN, WHETHER DURING A FREE TRIAL OR ON A PAYMENT BASIS. IF YOU OBTAIN THE SERVICES, FROM US, THIS AGREEMENT WILL GOVERN YOUR INITIAL PROCUREMENT AS WELL AS THE SUBSEQUENT / ONGOING USE OF OUR SERVICES. IT MAY BE NOTED THAT THE SERVICES ARE RENDERED BY US ON A PURELY DISCRETIONARY BASIS, AND WE RESERVE THE RIGHT TO WITHHOLD THE PROVISION OF SERVICES TO ANY INDIVIDUAL OR ENTITY WITHOUT BEING REQUIRED TO SPECIFY ANY REASON, EVEN IF SUCH INDIVIDUAL / ENTITY HAS OFFERED TO PAY FOR THE SAME. YOU may not access The SERVICES if YOU are OUR direct competitor for the same or similar services, except with OUR PRIOR WRITTEN CONSENT granted after you have made a proper written disclosure to us of your status and intentions, failing which any access of the Services by you will be deemed, without further evidence being needed, to be intentionally mala fide and a deliberate infringement of our legal rights. In addition, as our direct competitor, YOU may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

BY ACCEPTING THIS AGREEMENT, IN ANY MANNER, FOR EXAMPLE: BY CLICKING APPROPRIATE BOX INDICATING YOUR ACCEPTANCE ON [WWW.SMARTSOCIETY.IN](http://WWW.SMARTSOCIETY.IN) WEB SITE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR ACCEPTING TO USE THIS SOLUTION THROUGH ONE OF OUR BUSINESS PARTNERS OR DISTRIBUTORS OR IN ANY OTHER MANNER, YOU UNEQUIVOCALLY AGREE TO THE TERMS OF THIS AGREEMENT. This Agreement is effective between YOU and US, as of the date of YOUR accepting this Agreement.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CO-OPERATIVE OR OTHER SOCIETY OR AN ASSOCIATION OR A COMPANY OR A FIRM OR A TRUST OR ANY OTHER LEGAL ENTITY, YOU REPRESENT AND AFFIRM THAT YOU HAVE THE FULL AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "**YOU**" OR "**YOUR**" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MUST NOT USE THE SERVICES.

YOU ALSO ACKNOWLEDGE THAT YOU KNOW THAT "SMART-SOCIETY" IS HOSTED BY US ON MICROSOFT'S "AZURE" PLATFORM AND YOU UNCONDITIONALLY AND FULLY ACCEPT THE "TERMS OF USE" FOR THE SAME AS GIVEN AT THE LINK:

<http://www.microsoft.com/about/legal/en/us/IntellectualProperty/Copyright/Default.aspx>

## 1. DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Business Partner**" means any person, firm, company, association or organization appointed by SYSTSOFT to act as a sales agent for the purpose of selling SMART SOCIETY solution to the CLIENTS.

"**Client**" means any entity using the SMART SOCIETY solution and services by subscribing to the same. See also "YOU".

"**Distributor**" means any person, firm, company, association or organization appointed by SYSTSOFT to act comprehensively as a sales, services and support agent for the purpose of: selling this solution and subsequently providing all the requisite services to the CLIENTS of SMART SOCIETY solution.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Member**" means the members or stakeholders of your society, association, apartment, gated community, trust, residential, commercial, industrial, shopping or office complex or conglomeration. **Member** is generally a sub-set of "**You**" and "**Your**", as defined below. Normally a "member" will be an owner of a unit (flat/office/shop/etc.) in your society. Also see "Users".

"**Order Form**" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us directly or through Our Business Partners or Distributors from time to time. Order Forms shall be deemed incorporated herein by reference.

"**Portal**" refers to our website "[www.smartsociety.in](http://www.smartsociety.in)" through which the Services are Purchased and Accessed.

"**Purchased Services**" means Services that You or Your Affiliates purchase directly on Internet or under an Order Form, as distinguished from those provided pursuant to a free trial not exceeding 30 days.

"**Services**" means the online, Web-based applications and platform provided by Us via [www.smartsociety.in](http://www.smartsociety.in) and/or other designated websites that are ordered by You as part of a Free Trial or as Purchased Services, including associated offline components but excluding Third Party Applications. The specifications and features of the Services, for the purposes of this Agreement, shall be those that are listed solely on Our portal [www.smartsociety.in](http://www.smartsociety.in) immediately preceding your purchase of the Services.

"**Service Provider**" means a person/firm/company/association/organization that has signed a separate SERVICE PROVIDER OR BUSINESS PARTNER OR DISTRIBUTOR AGREEMENT with SYSTSOFT that permits the person/firm/company/association/organization to act as an intermediary between SYSTSOFT and YOU and/or any other purchaser/s of the services as per the terms of that agreement.

"**Third-Party Applications**" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Services, and are identified by US as third-party applications.

"**User Fees & Subscriptions**" mean the charges payable by YOU or the CLIENTS to SYSTSOFT for the use of the Services.

"**Users**" means individuals who are authorized by **YOU** or **CLIENT** to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords. Users may include but are not limited to Your members, employees, consultants, contractors, accountants, managers and agents; or third parties with which You transact business.

"**We**", "**we**", "**WE**", "**Us**", "**US**", "**Our**", "**our**", "**OUR**", "**Ourselves**" or "**SYSTSOFT**" means SYSTSOFT TECHNOLOGIES LLP a Limited Liability Partnership incorporated in India under the Limited Liability Partnership Act 2008 & having its registered office at 401 Morning Glory, Aram Society Road, Vakola, Santacruz (E), Mumbai 400055.

"**You**", "**you**", "**YOU**", "**Your**", "**your**" or "**YOUR**" or "**CLIENT**" means the co-operative or other society or association or company or trust or person or any other individual or entity for which You are accepting this Agreement, and Affiliates of that association, society, company, trust, person or entity.

"**Your Data**" means all electronic or other data or information submitted by You to Us or to our Distributor or Service Provider or such other intermediary authorized by Us for the purposes of or in relation to the Services.

## 2. FREE TRIAL

SYSTSOFT will make one or more Services available to You on a trial basis free of charge for the number of calendar days as offered on our website [www.smartsociety.in](http://www.smartsociety.in) after Your acceptance of this Agreement. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are also incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES PORTAL, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY US FOR YOU, DURING YOUR FREE TRIAL, WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL AND SHALL LOSE THE ABILITY TO ACCESS OR USE THE SAME IN ANY MANNER WHATSOEVER UNLESS YOU HAVE PURCHASED A SUBSCRIPTION TO THE SERVICES PRIOR TO THE END OF THE FREE TRIAL PERIOD.

NOTWITHSTANDING SECTION 8 (WARRANTIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER.

## 3. SERVICES

### 3.1 Provision of Purchased Services.

SYSTSOFT shall make the Purchased Services available to You, directly or through the portal or through Service Provider or Distributor pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

### 3.2 Acceptance of Purchase of Services

The acceptance of the Services provided will be done by one person authorized by You to do so. This person could be an office bearer – such as Chairperson or Secretary or Director – of your society or association or company or trust or legal entity or could be an agent, accountant, employee, manager or other such person who is designated by You to manage the Services provided by SYSTSOFT under this Agreement on your behalf.

### 3.3 User Subscriptions

Unless otherwise specified in the applicable Order Form, the Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users. User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned, subject to any terms prescribed by Us, to new Users replacing former Users who no longer require ongoing use of the Services. Your subscription of the Services should not be deemed to automatically cover the provision of Services to Your Affiliates, unless the same are explicitly specified in the Order Form or otherwise accepted by Us in writing.

### 3.4 Our Responsibilities

SYSTSOFT will be responsible for hosting all the programs, your data and security related information on Microsoft's Azure "cloud" platform, as per the provisions of the Microsoft's Service Level Agreements.

We shall also: (a) provide to You basic support for the Purchased Services through email and phone, as described on our portal; (b) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give at least a day's notice via the Purchased Services, e-mail or our portal [www.smartsociety.in](http://www.smartsociety.in) and which We shall schedule to the extent practicable during the evening/night hours, or (ii) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, storms, civil unrest, acts of terror, accidents, explosions, strikes or other labor problems, Internet service provider/hosting failures and delays, cyber attacks, criminal actions and so on and (c) provide the Purchased Services only in accordance with applicable Indian laws and government regulations as applicable in the Union of India.

### 3.5 Your Responsibilities

YOU shall (i) be responsible for all Your Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data, (iii) use all reasonable efforts to prevent unauthorized access to or use of Our Services and notify Us promptly of any such unauthorized access or use, (iv) provide for your own internet connectivity and use your own internet access devices (such as PC, Laptop or mobile platforms) to connect with Our portal ([www.smartsociety.in](http://www.smartsociety.in)) to avail of the purchased services; and (v) use the Services only in accordance with the applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users by selling, renting or leasing the Services, (b) use the Services to store or transmit infringing, libelous, or otherwise unlawful material, or to store or transmit Malicious Code, (c) interfere with or disrupt the integrity of the Services or third-party data contained therein, or (d) attempt to gain unauthorized access to the Services or related systems or networks. (vi) You are responsible for all activities that occur in your Smart Society account. You shall treat other Smart Society users with courtesy and respect. In using Smart Society, you shall not:

- impersonate any other person;
- falsely say or imply that you are associated with another person or entity;
- submit content in exchange for payment or other consideration from another person or entity;
- violate any anti-spam law;
- collect information about other Smart Society users without their consent;
- use the Smart Society if you are under 18; or
- submit or link to any content that:
  - infringes or violates the intellectual property or other rights of any person or entity;
  - intentionally interferes with the operation of the Smart Society;
  - violates anyone's privacy or publicity rights;
  - breaches any duty of confidentiality that you owe to anyone;
  - provides any non-public information about Us or any other company or person without authorization (including the names and contact information for Smart Society users);
  - is harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable;
  - contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or contains false or deceptive language, unsubstantiated or comparative claims regarding Our or others' products, advertising, commercial referrals, promotional contests or games, chain letters, or any other solicitation, including solicitation of lawsuits.

### 3.6 Usage Limitations

Services may be subject to other limitations, such as, for example: limits on disk storage space, on the number of calls / requests You are permitted to make to Our help-line, etc. Such limitations will be specified on our website.

### 3.7 Services Limitations

Systsoft plans to add new features to the Services, on an ongoing basis, such as: interactions between Your Members and between Your Members and Third Parties. Systsoft will endeavor to take reasonable and commercially feasible care while adding such features, however you understand and declare that You and Your Members will use all such features at your own discretion and risk and shall not hold Systsoft responsible for any failures or defects related to or inherent in the same and the resultant disclosure or misuse of any data or information belonging to You.

#### **4. THIRD PARTY SERVICES**

We may offer Third Party Applications for sale or service through our website [www.smartsociety.in](http://www.smartsociety.in) or through Links or Order Forms. Any acquisition by YOU or USERS of third-party products or services, and any exchange of data between You or your Users and any third-party provider, is solely a matter between You or your Users and the applicable third-party provider, and We do not accept any liability in that behalf. We may also retain Third Parties to provide ancillary services – such as; printing and delivering of bills/notices, collection of bills, etc. – to You and Your Members. While we shall endeavor to take due care in selecting such third parties, we do not warrant or provide support for any third-party products or services.

#### **5. FEES & PAYMENTS FOR SERVICES**

##### **5.1 User Fees & Subscriptions**

The Purchased Service starts after Your Registration for the same and after your paying us the Registration fee. Unless otherwise specified on our Portal or in the Order Form, User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof. You shall pay all fees and subscriptions as specified on Our Portal or in Order Forms in advance of the period of service. . Except as otherwise specified herein or in an Order Form: (i) fees are quoted and payable in Indian Rupees, (ii) fees are based on Services purchased and not on the actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased cannot be reduced during the relevant subscription term as given by you on the Portal or stated on the Order Form.

##### **5.2 Invoicing and Payment**

You will provide Us with valid and updated credit card information, through a secure payment gateway, or the information/authorization of bank account from where the payment can be remitted to us, or with a valid purchase order or alternative document acceptable to Us. If You provide credit card or bank account information to Us, YOU AUTHORISE US to charge for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased Subscription/s). Such charges shall be made in advance, either quarterly or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card or bank remittance, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Invoiced charges are due in 15 calendar days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information in the Services Order Form.

##### **5.3 Overdue Charges**

If any charges are not received from You by the due date, then at Our discretion, and without prejudice to Our rights (including but not limited to cessation or suspension of the Services) such charges may accrue late interest at the rate of 2.0% of the outstanding balance per month from the date such payment was due until the date it is paid.

##### **5.4 Suspension of Service**

We reserve the right to suspend Our Services to You in case the subscription for the same is not received in advance. If any amount owed by YOU under this or any other agreement for OUR services is 30 or more days overdue, We may - without limiting Our other rights and remedies – cease or suspend Our Services to You until such amounts are paid in full along with the overdue charges.

##### **5.5 Taxes**

Our fees and subscriptions DO NOT INCLUDE any taxes, levies, duties or similar Union or State or Local governmental assessments of any nature, including but not limited to service, value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or central jurisdiction (collectively "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases of Our Service. If We have the legal obligation to collect or to pay Taxes from You, for the purchase of our Services, the appropriate amount shall be invoiced to You and paid by You.

## 6. PROPRIETARY RIGHTS

### 6.1 Reservation of Rights

SYSTSOFT reserves all rights, title and interest in and to the Services and the software, code, programs, algorithms, methodologies, techniques, designs, inventions, processes, copyrights, patents, designs, trademarks, logos inherent in or developed and used for the Services, including all related intellectual property rights and all derivatives, improvements, customizations, extracts and variants of the same, irrespective of the origins thereof. No rights are granted to You or to Your Users or to your agents hereunder other than limited usage rights as expressly set forth herein.

### 6.2 Restrictions

You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create any derivative works/services based on the Services, (iii) copy, frame or mirror any part or content of the Services, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) directly or indirectly copy any features, functions or graphics of the Services.

### 6.3 Ownership of Your Data

You own all rights, title and interest in and to all of Your Data. However, You agree that SYSTSOFT shall use Your Data for aggregation and provision of the Services and shall also use the contact information of the Users for providing them with relevant offers for services and products from time to time.

### 6.4 Suggestions

You acknowledge that you have granted Us a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, customization, recommendations or other feedback provided by You, including Your Users and agents, relating to the operation or features of the Services. The benefits derived by you through your availing of the Services form sufficient consideration for the foregoing.

## 7. CONFIDENTIALITY

7.1 As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services including but not limited to the software and the methodologies or other intellectual property used to provide the Services. The Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms. However, Confidential Information shall not include any information that is generally known to the public without breach of any obligation owed to the Disclosing Party, or was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party.

### 7.2 Protection of Confidential Information

Except as otherwise permitted in writing by the Disclosing Party: (a) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, and (b) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, users, managers, contractors and agents who need such access for purposes consistent with this Agreement.

### 7.3 Protection of Data

We shall maintain commercially appropriate administrative, physical and technical safeguards for protection of the confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law or as expressly permitted in writing by You, or (c) access Your Data except for aggregation, analysis and compilation of statistics for our Services and for the promotion of ancillary products.

**7.4 Your Account, Passwords and Security**

You are responsible for maintaining the confidentiality of the user-ids and passwords you choose when You (and Your Members) create your account/s and are fully responsible for all activities that occur under your account. You agree to (a) immediately notify Us of any unauthorized use of Your password/s and (b) ensure that You exit from Your account at the end of each session using the logout link. We will not be liable for any consequence arising from your failure to comply with this Section.

**8. WARRANTIES & DISCLAIMERS****8.1 Our Warranties**

We warrant that (i) the Services shall perform materially in accordance with the information provided on our website, and (ii) the functionality of the Services will not be materially decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

**8.2 Mutual Warranties**

Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not knowingly transmit to the other party any Malicious Code.

**8.3 Disclaimer**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**9. LIABILITY LIMITATIONS****9.1 Limitation of Liability**

IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND INCLUDING FOR DAMAGES, LOSSES, CLAIMS, EXPENSES, COSTS, LEGAL FEES OR ANY OTHER HEADS, EXCEED THE LESSER OF INR 100,000 OR THE AMOUNT PAID BY YOU FOR THE SERVICES HEREUNDER IN THE THREE MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES & PAYMENT FOR SERVICES) ABOVE. ADDITIONALLY, THE FACT THAT WE WERE PREVIOUSLY AWARE OF THE LIKLIHOOD OF OR COULD HAVE REASONABLY FORESEEN OR PREVENTED THE INCURRENCE OF ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, COSTS OR INJURY SHALL NOT CAUSE ANY ENHANCEMENT IN THE AFORESAID LIMITATION OF OUR LIABILITY,

**9.2 Exclusion of Consequential and Related Damages**

IN ADDITION AND WITHOUT PREJUDICE TO THE FOREGOING, IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES. LOSSES OR EXPENSES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. TERMS & TERMINATION****10.1 Term of Agreement**

This Agreement will commence on the date You accept it, through Our website [www.smartsociety.in](http://www.smartsociety.in), and will continue until the User subscription/s granted in accordance with this Agreement have expired or have been terminated. A copy of this Agreement will be sent to the e-mail address of Your authorized representative, who agreed to purchase the subscription, through an auto generated e-mail. In case You elect to use the Services for a free trial period and do not purchase a subscription, before the end of that period, this Agreement will terminate at the end of the free trial period.

**10.2 Term of Purchased Subscription/s**

The User subscription/s purchased by You commences on the start date specified in the applicable Order Form and continues for the subscription term specified therein. **Except** as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or three months (whichever is shorter), unless either party gives the other a notice of non-renewal at least 30 (thirty) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written/e-mail notice of a pricing increase at least 30 (thirty) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not generally exceed 10% (ten percent) per annum over the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as "promotional" or "special" or "one-time" Or in the event that the general/retail inflation in India during the period was in excess of 10% (ten percent) per annum.

**10.3 Termination for Cause**

Either party may terminate this Agreement for cause: (a) upon 30 (thirty) days written/e-mail notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, winding up or assignment for the benefit of creditors.

**10.4 Refund or Payment upon Termination**

Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscription/s after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

**10.5 Return of Your Data**

Upon written request by You made within 30 (thirty) days after the effective date of termination of a Purchased Services Subscription, WE will make available to YOU for download a file of Your Data in comma separated value (CSV) format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter be entitled to delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

**10.6 Surviving Provisions.**

Section 5 (Fees & Payment for Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Liability Limitations), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 11 (Notices, Governing Law & Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of this Agreement.

**11. NOTICES, GOVERNING LAW & JURISDICTION****11.1 Manner of Giving Notice**

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) the first business day after personal (recorded) delivery, (ii) the second business day after sending by confirmed facsimile/e-mail, or (iii) the next business day after it was actually delivered through registered mail. Notices to You shall be addressed via e-mail to the authorized person or administrator or e-mail address designated by You for Your Services account, and in the case of billing-related notices, to the relevant billing contact/e-mail address designated by You.

**11.2 Agreement to Governing Law and Jurisdiction**

Each party agrees that this Agreement and the relationship amongst You and Ourselves shall be governed exclusively by the applicable laws of the Republic of India and the appropriate courts at Mumbai, India alone shall enjoy jurisdiction in respect of any disputes or other matters amongst You and Ourselves. Provided, however, nothing hereinabove shall be construed to restrict Us from approaching a relevant court, tribunal or other body in any jurisdiction for the purposes of obtaining any injunctive relief as We may deem fit at Our sole discretion.



## **12. GENERAL PROVISIONS**

### **12.1 Relationship of the Parties**

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

### **12.2 No Third-Party Beneficiaries**

There are no third-party beneficiaries to this Agreement, and all third party rights are hereby expressly excluded.

### **12.3 Waiver and Cumulative Remedies**

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

### **12.4 Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

### **12.5 Attorney Fees**

You shall pay on demand all of Our reasonable attorney fees, collection charges and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment)

### **12.6 Assignment**

You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate or such other reorganisation, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party.. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

### **12.7 Entire Agreement**

This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

AS THIS IS AN ELECTRONIC DOCUMENT AND THE AGREEMENT HAS BEEN ENTERED INTO BETWEEN YOU AND US, THROUGH YOUR ACCEPTANCE OF THE SAME ON OUR PORTAL OR WEBSITE [www.smartsociety.in](http://www.smartsociety.in), IT DOES NOT REQUIRE ANY SIGNATURES.