

This Software License Agreement (the "Agreement") is hereby made and entered into by and between GetSet Solutions Private Limited and / or its affiliates ("GetSet") and you ("Company").

GetSet and the Company shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

This Agreement and any attachment hereto establishes the terms and conditions that apply to Company's use of the GetSet's Software (the "Software") and Support Services or other services set forth in an Order executed by the parties referencing and incorporating the terms of this Agreement (each, an "Order").

1. DEFINITIONS

"Error" means an error in the Software, which significantly degrades the software.

"Order" means a standard GetSet document specifying a Company order to obtain Software and the associated Support Services which when completed and signed on behalf of GetSet and on behalf of the Company is binding on the parties and documents the licenses granted and Support Services supplied under this Agreement.

"Software" means the software application as defined in the Order.

"Standard Support Services" means the support services GetSet provides to the Company at no additional fees which includes the use of reasonable commercial efforts to correct Errors.

"Users" means individuals who are authorized by Company to use the Software per the terms of this Agreement, for whom subscriptions to the Software have been ordered, and who have been supplied user identifications and passwords by Company (or by GetSet at Company's request. Users may include but are not limited to Company's employees, consultants, contractors and agents, and third parties with which Company transact business. **"Initial Users"** means individuals who are authorized by Company to use the Software upon Company's payment of the User Subscription Fee according to a duly signed and authorized Order. **"Additional Users"** means individuals who are authorized by Company to use the Software after the Company has paid the User Subscription Fee but prior to the termination or expiration of this Agreement. Collectively, all of the "Initial Users" and "Additional Users" comprise, and shall be referred to, as the "User".

2.0 LICENSE GRANTS, RESTRICTIONS AND OWNERSHIP

2.1 Grant to Company. For the term of this Agreement and subject to Company's payment of the Subscription Fee (defined below) GetSet grants Company: 1) the right to a non-exclusive, non-transferable, non-sub licensable license to use the Software only for Company's own internal use of the Software and limited to the number of Users; and 2) the right to receive standard support services and upgrades for the Software; and 3) the right to use the Software on CPU at GetSet for the purpose of disaster recovery testing.

2.2 Restrictions. During any term of this Agreement Company shall not, directly or indirectly: (i) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to: (a) the Software, (b) any modified version or derivative work of the Software created by the Company or for the Company, (ii) remove or alter any copyright, trademark or proprietary notice in the Software; (iii) transfer, use or export the Software in violation of any laws or regulations of any government or governmental agency; (iv) use or run on any of Company's hardware, or have deployed for use, any copy or version of the Software other than at licensed server locations and (v) reverse engineer, decompile or modify any encrypted or encoded portion of the Software.

2.3 Proprietary Rights. GetSet and its licensors shall own all right, title, and interest to the Software, technology, information, code or software provided to Company, including all portions, copies or modifications thereof.

2.4 Grant to GetSet. Neither party will, without the other party's prior written consent, make any news release, public announcement, denial or confirmation of this Agreement, its value, or its terms and conditions, or in any manner advertise or publish the fact of this Agreement. Notwithstanding the above, GetSet may use Company's name and logo, consistent with Company's trademark policies, on customer lists so long as such use in no way promotes either endorsement or approval of GetSet or any GetSet products or services. Additionally, Company agrees to make representatives available, subject to their availability and only on an occasional basis, to serve as a non-public reference to prospective GetSet customers to discuss Company's experience working with GetSet. Company also agrees to work with GetSet in developing and publishing case studies and press releases that describe its use of the Software, provided that such publicity neither expresses endorsement nor approval of GetSet or any GetSet products or services, unless agreed to otherwise by Company.

3.0 FEES AND PAYMENT

3.1 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Software license and associated support services are purchased as User Subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User Subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User Subscriptions are added, and (iii) the added User Subscriptions shall terminate on the same date as the pre-existing User Subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Software.

3.2 User Subscription Fees. Company shall pay all fees specified in all Orders hereunder. Except as otherwise specified herein or in an Order, (i) fees are based on the Software and not on actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User

subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

3.3 Records Retention. Company shall maintain accurate records necessary to verify the number of Licensed Users. Upon GetSet's written request, Company shall provide GetSet with such records within ten (10) days. If Company has more Licensed Users than Company has paid for, Company shall immediately pay GetSet the applicable Additional Licensed User Subscription Fee.

3.4 Ordering of GetSet Software Subscriptions or Other Services. Licenses to use Software or Support Services may be ordered from time to time under the terms of this Agreement by Company although GetSet has no obligation whatsoever to accept such Order. Unless explicitly set forth in this Agreement, any and all discounts extended by GetSet under this Agreement shall not automatically be applied to Orders for additional Subscriptions and/or Support Services.

3.5 Invoicing and Payment. All payments of fees or charges under this Agreement shall be made in US dollars within thirty (30) days of the date of the applicable GetSet invoice unless stipulated otherwise in the associated Order. Where any amount payable by Company to GetSet hereunder is past due then (without prejudice to the Company's other rights and remedies), GetSet reserves the right to charge interest on such amount on a day to day basis (as well after as before any judgment) from the last date for payment to the date of actual payment (both dates inclusive) at the rate of 2 per cent above the average base rate of the LIBOR from time to time in force compounded quarterly. Such interest shall be paid on demand by the Company.

3.6. Taxes. Subscription fees are exclusive of, and Company is responsible for, any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). All taxes shall be paid by the Company, if applicable, at the rate and in the manner for the time being prescribed by law. In the event GetSet is required to pay Taxes, the Company shall reimburse GetSet for such amounts. The Company hereby agrees to indemnify GetSet for any Taxes and related costs, interest and penalties paid or payable by GetSet.

4.0 SUPPORT

GetSet provides Standard Support for the Software to the Company at no additional fee. Premium Support Services ordered by Company shall be provided under GetSet's Support Services policies in effect on the date Premium Support Services are ordered. Annual Premium Support Services shall renew automatically at the then-current fees and policies unless Company notifies GetSet at least ninety (90) days prior to the expiration of an annual support term of its desire to cancel Premium Support Services for the following year. In the event Company terminates Premium Support Services, reinstatement fees may apply under GetSet's then-current policies if Company reinstates Support Services.

5.0 CONFIDENTIALITY

Company agrees to maintain the confidentiality of the source code for the Software and Company and GetSet mutually agree to maintain the confidentiality of any other proprietary information received by Company from GetSet, or GetSet from Company, during, or prior to entering into, this Agreement, including non-public technical and business information ("Confidential Information") during the term of this Agreement and after the termination of this Agreement. This section shall not apply to any publicly available or independently developed information. Company agrees not to use said Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. Company shall not disclose the Confidential Information to any third party, and shall protect the secrecy of and avoid unauthorized use of the Confidential Information to the same degree that it protects its own confidential information and in no event less than reasonable care.

6.0 WARRANTY

6.1 Infringement. During any term of this Agreement, if any portion of the Software is held by a court of competent jurisdiction to infringe any third party intellectual property rights and Company incurs a liability or expense as a result of such holding, then Company's sole remedy shall be, and GetSet will, at its option: (i) obtain the right for Company to continue to use the Software consistent with this Agreement; (ii) modify the Software so that it is non-infringing; or (iii) replace the infringing component with a non-infringing component, or (iv) refund all of Company's money paid under this Agreement.

6.2 Disclaimer of Warranty. To the maximum extent permitted by applicable law, THE SOFTWARE AS PROVIDED BY GETSET IS PROVIDED AND LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. GETSET DOES NOT GUARANTEE THAT THE USE OF THE SOFTWARE WILL NOT BE INTERRUPTED OR ERROR FREE. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND MERCHANTABILITY.

7.0 LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, IN NO EVENT WILL GETSET BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, COMPUTER FAILURE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

IN NO EVENT WILL GETSET BE LIABLE FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID BY THE COMPANY TO GETSET IN THE SIX (6) MONTHS PRECEEDING THE DATE OF THE LIABILITY INCURRED TO GETSET UNDER THE TERMS OF THIS AGREEMENT.

8.0 INDEMNIFICATION

8.1 Defense. If a third party claims that Company's use of the Software infringes any patent, copyright, trademark or trade secret, Company must promptly notify GetSet in writing. GetSet shall defend Company against such claim if Company reasonably cooperates with GetSet and allows GetSet to control the defense and all related settlement negotiations, and then GetSet shall indemnify Company from and against any damages finally awarded for such infringement or settlements entered into by GetSet on Company's behalf.

8.2 Injunctive Relief. If an injunction is sought or obtained against Company's use of the Software as a result of a third party infringement claim, GetSet may, at its sole option and expense, (i) procure for Company the right to continue using the affected Software, (ii) replace or modify the affected software with functionally equivalent software so that it does not infringe, or, if either (i) or (ii) is not commercially feasible, (iii) terminate the licenses and refund the Subscription Fees received from Company for the affected Software less a usage charge based on a thirty-six (36) month amortization schedule.

8.3 Disclaimer of Liability. GetSet shall have no liability for any third party claim of infringement based upon (i) use of other than the then current, unaltered version of the applicable Software, unless the infringing portion is also in the then current, unaltered release; (ii) use, operation or combination of the applicable Software with non-GetSet programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; or (iii) any third party software. The foregoing constitutes the entire liability of GetSet, and Company's sole and exclusive remedy with respect to any third party claims of infringement of intellectual property rights.

9.0 TERM AND TERMINATION

The initial term shall commence on the Effective Date of this Agreement and shall continue for a period of three (3) years unless a different term is specified by the parties at the time of purchase. Thereafter, the Agreement shall automatically renew at the then-current Subscription Fees for successive terms of one (1) year, unless either party gives written notice to the other of its intention not to renew at least ninety (90) days prior to the end of a relevant term. Company shall remain obligated for all fees through the date of termination. Either party may terminate this Agreement prior to the end of a term if the other party materially breaches its obligations hereunder and, where such breach is curable such breach remains uncured for thirty days following written notice of the breach. Company's obligation to make a payment of any outstanding, unpaid fees and to keep Confidential Information confidential shall survive termination of this Agreement.

10 GENERAL

- a. Force Majeure.** Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.
- b. Export Compliance.** Company may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all Indian and other applicable laws and regulations.
- c. Assignment.** Company may not assign this Agreement without GetSet's prior written consent which shall not be unreasonably withheld.
- d. Severability.** If any part of this Agreement is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other parts of the Agreement.
- e. Waiver.** The waiver of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.
- f. Notices.** All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, by e-mail, overnight courier service or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified below or such other address as either party may specify in writing, Attention Legal Department. Such notice shall be deemed to have been given upon receipt.
- g. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of India without regard to its choice of law rules.
- h. Disputes.** Should any dispute arise between the parties both parties will attempt to resolve the dispute in good faith by senior level negotiations. Where both parties agree that it may be beneficial then both parties will seek to resolve the dispute through mediation using the services of a mutually acceptable mediator to facilitate the mediation process at Hyderabad, India. If the dispute is not resolved through negotiation or consensual mediation, any dispute, controversy or claims arising out of or relating to this agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, the place of arbitration shall be at Hyderabad and the arbitral procedure shall be conducted in English language.
- i. Employment.** Each Party agrees it shall not solicit the employment, directly, or indirectly, of any of the other Party's employees or contractors during the period of this Agreement excluding and for a period of six (6) months thereafter, without the express written approval of the other.
- j. Partnership.** Nothing in this agreement will create a partnership, agency or joint venture between GetSet and Company and neither party may enter into any contract or obligation which purports to bind the other.
- k. Titles.** Titles and paragraph headings are for the convenience of the parties and are not a part of this Agreement. Each Addendum to this Agreement is hereby incorporated herein by reference and constitutes a part of this Agreement.

Software License Agreement



I. Entire Agreement. Any amendment or modification to the Agreement must be in writing signed by both parties. This Agreement constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof. This Agreement shall also supersede all terms of any “shrinkwrap” or “clickwrap” license included in any package, media, or electronic version of GetSet-furnished software and any such Software shall be licensed under the terms of this Agreement. Company agrees that (i) any and all Orders shall be governed by these standard terms and conditions, and (ii) the appropriate fees shall be timely paid. The terms and conditions of this Agreement shall prevail regardless of any preprinted or conflicting terms on Orders. Each of the parties has caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS ____ DAY OF _____, 20__:

GETSET SOLUTIONS PRIVATE LIMITED (“GETSET”)	
Name: Mr. Srinivasa Rao Kolla	Signature and Stamp:
Title: Director	

(“COMPANY”)	
Name:	Signature and Stamp:
Title:	
Name:	Signature and Stamp:
Title:	