

QISPL Online Subscription Services Agreement

This Online Subscription Services Agreement is entered into between You as a customer and QISPL. This agreement consists of: (1) the below terms and conditions; (2) the Online Subscription Services Use Rights and SLA's applicable to Online Subscription Services licensed under this agreement; and (3) the pricing and payment terms available via the specific Online Subscription Services Customer Portal. This agreement is effective on the date QISPL provides You the customer with the Order confirmation for the first Order under this agreement. This online subscription services to the software provided to the Customer by QISPL works on the principle of Software-as-a-Service model. QISPL may provide application programming interfaces (API) that expose the applications data and functionality to developers for use in creating composite applications. QISPL may also provide tools that allow customers to modify the data scheme, work-flow, and other aspects of the application's operation for their use.

Terms and Conditions

1. Definitions.

- 1.1. "Affiliate" means any legal entity that a party owns, that owns a party, or that is under its common ownership.
- 1.2. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.
- 1.3. "Client Software" means software provided to Customer related to the Online Service.
- 1.4. "Committed Offering" means the offer for Online Services as described below in Section 2.
- 1.5. "Content" is all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials of the Customer uploaded in the server of the QISPL.
- 1.6. "Customer" means the entity that has entered into this agreement and/or includes the User accessing the said Online Subscription Services irrespective of the category /status that a user/ Customer had subscribed to.
- 1.7. "License" means the rights granted by QISPL to Customer to copy, install, use, access, display, run and/or otherwise interact with the Online Service and/or Client Software, as applicable.
- 1.8. "QISPL" means Quintessential Informatics Systems Pvt Ltd, corporate office at F. NO.ME2-01, P. NO.91, SWAMI REGENCY, CANAL ROAD, RAMDASPETH, NAGPUR, Nagpur, Maharashtra, India, 440010. The Corporate Identity Number of the company is U72900MH2021PTC357591.
- 1.9. "QISPL Online Subscription Services Customer Portal" means <https://www.qispl.com> , <https://www.gavlconnect.in> or such alternate website, mobile application QISPL identifies. The portal here refers

to the software product offered as a service viz. IM CONNECT, a cloud-based technology-driven Smart sales and Employee tracking system for agricultural, FMCG, pharmaceutical companies. It's a Field Force Automation System. It aims to provide clear view of the ground reality of product performance and sales / field staff activities. The multi-level reports help in effective management for the company. The simplified user interface (UI) gives employees easy communication access to management to show their ability, efficiency, and capacity.

- 1.10. "Online Subscription Service" means the online service available under this agreement, as offered on the Portal designed by QISPL.
- 1.11. "Online Subscription Services Use Rights" means the use rights for QISPL as in this agreement and/or as additionally mentioned at alternate site that QISPL informs to you.
- 1.12. "Order" means an order for availing the Online Subscription Services of QISPL vide the Portal. An Order may include multiple Subscriptions to Online Services.
- 1.13. "SLAs" means service level agreements representing commitments QISPL makes with regard to individual Online Services. SLAs for each Online Service can be accessed via the Online Services Use Rights.
- 1.14. "Subscription" means the part of the Order identifying the specific Online Service being ordered and may include the quantity, type, ship-to address of any specific material or merchandise, or other information.
- 1.15. "Term" means the duration of a Subscription.
- 1.16. "Webservices" means interfaces that support interaction from remote machines with the application i.e. Online Subscription Services over a network.

2. License grant — what you as a Customer is licensed to use.

2.1. General.

QISPL grants the Customer a license for the subscription period chosen by the Customer a nonexclusive, nontransferable, non-perpetual license to use the Online Subscription Services and the printed and/or electronic user documentation accompanying the Software in accordance with this Agreement. If the Customer has paid the license fee for a single user account license, this Agreement permits you (the Customer) to access the Online Subscription Services as a single user with a Unique ID on any single computer and single mobile device at any point of time. If you have subscribed to multiple licenses for the QISPL Online Subscription Services, then at any time you may have as many user login Unique ID's as subscribed for. The ability to use Online Subscription Services here may be affected by minimum system requirements or other factors. QISPL reserves all rights not expressly granted.

The Customer understands that any support beyond the initial free trial sign up period, if provided by QISPL, is subject to the Customer's obligation to pay for claiming any rights described in this agreement, which details the Online Subscription Services Use Rights failing which QISPL may determine the support so offered. This License is non-exclusive, non-perpetual, and is not transferable. After using the Services during the trial period, if you decide not to continue subscription to the Services, you will not be able to access or retrieve any of the data you added/created during the trial.

2.2. Client Software.

In some cases, Customer may need to install Client Software (such as a mobile application) to access and use the Online Service. Rights and restrictions for the Client Software are described in the Online Subscription Services Use Rights. Customer may make copies of the Client Software solely to support the applicable Online Service for its users and as permitted by the Online Subscription Services Use Rights. Copies must be true and complete copies (including copyright and trademark notices) and be made from a QISPL approved media or a network source. Customer may use a third party assistance to make and install these copies, but Customer agrees that it will be responsible for that third party's actions. Customer agrees to use reasonable efforts to make its employees, agents, consultants, affiliates and other individuals that it allows to use the Client Software aware that it is licensed from QISPL and subject to the terms of this agreement.

2.3. Limitations on use.

Customer shall not reverse engineer, decompile or disassemble, modify any Online Subscription Service or Client Software, and expressly waives to the maximum extent all those options where even applicable law permits it

despite this limitation. Customer shall not rent, lease, sub-license, lend, resell, or host to or for third parties any Online Subscription Service or Client Software, except as expressly permitted for a given purpose Service in the Online Subscription Services Use Rights. Also unless otherwise provided herein, the Customer is not allowed to rent, lease, or sub-license the Online Subscription Service or Client Software. The Customer may not modify the Client Software or create derivative works based upon the same. The Customer is expressly prohibited from exporting the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder. The Customer shall not use the Online Subscription Services software or Client Software to develop any application having the same primary function as that of the Online Subscription Services and/or Client Software.

2.4. Online Service Offerings.

QISPL provides multiple options to obtain Online Subscription Services, which can generally be categorized as follows:

2.4.1. Regular Subscription

Customer can opt for a regular pre paid subscription where customer may subscribe on a month-to-month basis for a specified number of Users. The subscription monies payable in this option would be as per the published per month User fee, where the billing would be at the end of each month and depends on the usage of the Online Subscription Services. Customer agrees to payment of usage charges within seven (7) days of receipt of the billing invoice. In this option the first month fee is pro-rated in the event of the subscription commencing on any day other than the 1st day of the month. The subscription shall be deemed effective for monthly terms where one (1) or more of the Customers Users are marked as active in the system during the Term. The subscription is auto-renewable on a monthly basis unless expressly determined by the Customer in writing.

2.4.2. Committed Offering or Subscription

Customer commits in advance to purchase a specific quantity (viz. Number of users) of Online Subscription Services for use during a Term. Customer pays for the Online Subscription Services on a periodic basis, such as a month or a quarter, during the Term in advance and is allowed unlimited use of the service during that period;

2.5. Integration.

Depending on the services subscribed by you (Customer) QISPL allows the Customer to only upload its content with the hosted application herein with specific applications as detailed in the Online Subscription Services Customer Portal. In such process of integration QISPL will allow the Customer only to upload content on the specified shared server. QISPL however in no event

shall be held liable or responsible for any issues relating to the content including any data loss, security or distortion to the contents so uploaded. Further the Customer agrees that the content so uploaded shall not violate any third party Intellectual Property Rights including those of QISPL. The Customer also agrees that the content uploaded shall conform to the Offensive Material Policy of QISPL (as displayed in this website). QISPL in its discretion is at liberty to censor, remove, alter any uploaded content that is objected to by the other users and violative of the Offensive Material Policy. QISPL, at its discretion, can publish "Web services" and give permission to customers to integrate the offering with their own software / 3rd party software they use. Customers may implement integration solely through the web services they are given permissions to for this purpose. The Customer agrees to fully indemnify and hereby indemnifies QISPL and its affiliates in the event of any third party action against QISPL and/or its affiliates in this regard.

The Customer/ User further agrees that the content uploaded herein shall not be in violation of the "Offensive Material Policy" as detailed in the Online Subscription Service Portal of QISPL and/or the intellectual property of any third party. In the event of it being brought to the notice of QISPL that the content so uploaded is in contra (in violation or against the spirit) with the "Offensive Material Policy" QISPL reserves the right to immediately block such content and shall notify the Customer of the same accordingly. QISPL also reserves the right to initiate such action against the Customer in such event including suspension of the Online Subscription Service and/or Client Software until resolution of the issues therein. The Customer/ User agrees to once again fully indemnify and hereby indemnifies QISPL and its affiliates in the event of any third party action against QISPL and/or its affiliates.

2.6. Upgrades

If this copy of the Client Software or the Online Subscription Service here is an upgrade from an earlier version of the same, it is provided to the customer on a license exchange basis. The Customer agrees by the instant online subscription and use of such copy of the same to voluntarily terminate any earlier license terms and that you will not continue to use the earlier version of the software or transfer it to another person or entity. Consequent to an upgrade the Customer agrees to be bound by the terms of the license prevailing on the said date of subscribing to an upgrade. QISPL may periodically update the Client Software with tools, utilities, improvements, third party applications, or general updates to improve and enhance the features and performance of the Services. You agree to receive these updates automatically as part of the Online Subscription Services.

2.7. Content

Additionally it is agreed that You are responsible for your content. You are legally responsible for "Content uploaded, posted or stored through your use of the Services. You grant QISPL a worldwide, royalty-free, non-exclusive license to host and use the Content in order to provide you the Online Subscription Services. You agree not use the Online Subscription Services for

any illegal purpose or in violation of any applicable local, state, federal or international law. You are encouraged to archive your Content regularly and frequently. QISPL is not responsible for any Content that may be lost or unrecoverable through your use of the Online Subscription Services on the Customer portal. You must provide all required and appropriate warnings, information and disclosure. You expressly agree that you will not use the Online Subscription Services to share, store, or in any way distribute financial data that is not in accordance with the law. Any Users suspected of having information which involves fraud, embezzlement, money laundering, insider trading, support for terrorism, or any other activity proscribed by law are liable to have their accounts terminated, their data erased, and may be reported to law enforcement officials in the appropriate jurisdictions.

You agree not to use the Online Subscription Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

Offensive Material Policy of QISPL;

Except as otherwise permitted by QISPL in writing, advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;

Virus, Trojan horse, worm or other disruptive or harmful software or data; and

Any information, software or Content which is not legally yours and may be protected by copyright or other proprietary right, or derivative works, without permission from the copyright or other intellectual property owner.

2.8. Security Breach

We have specialized and strict measures in place to make sure that our information systems are not breached. However, should a breach occur, we will ascertain how and where the breach occurred and make sure that the exposed area is repaired immediately. We will ascertain which data has become vulnerable as a result and notify you if the breach may affect you and assist you to minimize any potential damages that you may suffer as a result. Because the internet is an open system, the transmission of information via the internet is not completely secure. Although we will implement all reasonable measures to protect your personal information that is in our possession, we cannot guarantee the security of any information transmitted using the internet and we cannot be held liable for any loss of privacy occurring during the course of such transmission. For higher security purposes we offer add on service to install data on your server / IT infrastructure.

2.9. Community forums

The Online Subscription Services may include a community forum to exchange information with other users of the said services and the public.

Please use etiquette and respect sentiments when you interact with other users. QISPL does not support and is not responsible for the accuracy of others' content in these community forums. You may not reveal information in the community forum that you do not want to be public. Users may post hypertext links to content hosted and maintained by third parties for which QISPL is not responsible. You further agree to receive these updates automatically as part of the Online Subscription Services.

2.10. Permitted disclosures and use of data/ Content

You acknowledge and agree that in order to provide access to and use of the Client Software and Online Subscription Services, QISPL may provide your Access Information and Account Data to: (i) your employee or agent who is identified in the Registration Data as the current system administrator for the your account, (ii) such other employee or agent who may be designated by you as a replacement administrator for the your account by following the procedures required by QISPL to effectuate such replacement, and (iii) any other person identified as an authorized user of the Client Software in the set-up form or in any subsequent communication to us.

2.11. Using the feedback

You agree that QISPL may use your feedback, suggestions, or ideas in any way, including in future modifications of the Online Subscription Services, other products or services, advertising or marketing materials. You grant QISPL a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free license to use the feedback in any manner.

2.12. Monitoring Content from time to time.

QISPL may, but has no obligation to, monitor Content on the Online Subscription Services. We may disclose any information necessary or appropriate to satisfy our legal obligations, protect ourselves or Customers, Users, to operate the Online Subscription Services. QISPL in its sole discretion may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

3. Ordering, Pricing, Payments, Renewals, and Taxes.

3.1. Ordering.

Customer shall place an Order for each Subscription for an Online Service via the QISPL Online Subscription Services Customer Portal. Customer must activate the Online Subscription Services prior to use.

For Committed Offerings, Customer may increase, but not decrease, the quantity of Online Subscription Services for each Subscription. Any Online Subscription Services added to a Subscription will expire at the end of the

Term. Each Subscription shall be for a defined Term (e.g., 30 days or 12 months).

Customer may place Orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage their Online Subscription Services. Affiliates may not place Orders under this agreement. To the extent Customer grants any rights to Affiliates, such Affiliates shall be bound by the terms and conditions of this agreement, the Online Subscription Services Use Rights and any other applicable documentation. Customer agrees that it is jointly and severally liable for any Online Subscription Services purchased for or other actions taken by any of its Affiliates or any third party to which it provides rights under this agreement.

3.2. Prices and Invoices

Pricing and payment terms for Online Subscription Services and Client Software are available via the QISPL Online Subscription Services Customer Portal. Payments are due and must be paid in accordance with Customer's selection of available payment options for each Online Service on the QISPL Online Subscription Services Customer Portal. Customer consents to the electronic transmittal of the QISPL sales invoice to Customer. Customer agrees that once consent is concluded across the point of sale vide the acceptance herein i.e. "Accept" the same is final and that in no event for any reason shall QISPL be obliged to refund any monies in full or part thereto.

For Committed Offerings (also referred as Committed Subscription in this agreement), the price level may be based on Customer's aggregate purchase of a given Online Service Subscription. Customer's price level may be adjusted if the size of the Subscription is increased during the Term and Customer qualifies for a different price level. Customers are also chargeable based on the number of active users during a given Term. It is mutually agreed that by definition "active" means and refers that the user is marked as 'active' in the application at any point of time during the Term. Price level changes are not retroactive. Any resulting change in the payment due for that Subscription will be pro-rated. Prices for each price level are fixed at the time the Subscription is first placed and shall apply throughout the Term. Prices and price levels are subject to change at the beginning of any Subscription renewal.

3.3. Subscription Renewal

For Committed Offerings, Customer may choose to have a Subscription (1) automatically renew upon the expiration of the Term, or (2) not renew at the conclusion of the Term. Customer can change this selection during the Term using the QISPL Online Subscription Services Customer Portal. If Customer elects to have the Subscription automatically renewed, QISPL will provide Customer with written notice of the automatic renewal prior to the expiration of the Term. If Customer elects to automatically renew a Subscription, the quantity of Online Subscription Services for each Subscription, including any quantities added during the Term, are automatically renewed at current rates. Additional cancellation or renewal terms may be provided to You on QISPL website for the Services.

3.4. New agreement

Prior to placing new Orders, renewing any Subscriptions, or further use of the Online Subscription Services, and upon notice, QISPL may require that Customer enter into an updated agreement to govern Orders, renewal Subscriptions, or usage from that date forward.

3.5. Manner of Payment

The Payments will be billed to you in U.S. Dollars or Indian Rupees, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the customer portal for the Online Subscription Services. You must pay with one of the following acceptable to QISPL: (1) A valid credit card; (2) A valid debit card; (3) Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or (4) By another payment option provided to you in writing. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Online Subscription Services including access to your data. Additional cancellation or renewal terms may be provided to you on the customer portal for the Online Subscription Services.

3.6. Taxes

The prices and rate plans do not include any taxes. Customer is responsible for any taxes it is legally obligated to pay including, but not limited to, paying QISPL any applicable value added, sales or use taxes or like taxes that are permitted to be collected from Customer by QISPL under applicable law. If any taxes are required by law to be withheld on payments made by Customer to QISPL, Customer may deduct such taxes from the amount owed QISPL and pay them to the appropriate taxing authority; provided, however, that Customer shall promptly secure and deliver to QISPL an official receipt for any such taxes withheld or other documents necessary to enable QISPL to claim a Foreign Tax Credit. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law.

4. Term, Suspension, Cancellation & Termination.

4.1. Agreement term and termination

This agreement will remain in effect unless it is terminated by either party in writing with ninety (90) days' prior written notice and subject to the terms of this Section. For Committed Offerings, termination will merely terminate the right to renew Subscriptions under an existing Order or place new Orders for additional Online Subscription Services under this agreement. Termination will not affect any Subscription not otherwise cancelled or terminated and this agreement shall remain in effect for such Subscription for the remainder of the Term.

4.2. Cancellation of a Subscription by Customer

Customer must contact QISPL customer service (see contact information on the QISPL Online Subscription Services Customer Portal) to begin the cancellation process. Customer may cancel a Subscription as follows:

For Regular Subscriptions that are renewed on a monthly basis, Customer can cancel the subscription on or before the last day of any calendar month. On such cancellation Customer is obligated to pay for the Online Subscription Services until the last day of the month in which the subscription is cancelled.

For Committed Subscriptions, if Customer cancels a Subscription within thirty (30) days of the date on which the Order was submitted, Customer shall be relieved from any obligation to make payments for the remainder of the Subscription with the exception that Customer must pay for the initial 30 days of the Subscription. If Customer chooses to terminate a Subscription after the initial 30-day cancellation period but before the end of the initial Term, Customer must and agrees to pay for the remainder of the Term.

In the event the Customer shall be in default in the performance of any material obligations under this Agreement, and if the default has not been remedied within sixty (60) days after the date of notice in writing of such default, QISPL may terminate this Agreement by written notice. In the event of termination, the Customer agrees to: (i) permanently destroy or disable all copies of the Client Software and derivative works thereof in tangible or electronic form that are in the Customer's possession or control unless specifically permitted in writing; and (iii) provide QISPL with a written statement certifying that the Customer has complied with the foregoing obligations. All rights and licenses granted to Customer shall terminate upon such termination.

Upon termination you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect QISPL's rights to any payments due to it. QISPL may terminate a free account at any time. Other requirements regarding termination or cancellation of the Services may apply based on the specific ordering terms for the Services provided to you.

5. ADDITIONAL TERMS YOU AGREE TO.

5.1. No professional advice.

QISPL is not in the business of providing legal, financial, accounting, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

5.2. We may tell you about other services.

You may be offered other services, features, products, applications, online communities, or promotions provided by QISPL. If you decide to use any of these services, additional terms and conditions and separate fees may apply. You acknowledge that in accessing some additional services you may upload or enter data from your account(s) such as names, addresses and phone

numbers, purchases, and sales among others, to the Internet. You grant QISPL permission to use information about your business and experience to help us to provide the services to you, including updating and maintaining your data, addressing errors or service interruptions, and enhancing the types of data and services QISPL may provide to you in the future. You grant us permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. We may use this data to improve services and to compare business practices with other company standards. We may use your data to create, market or promote new offerings to you and others. By this you also grant us permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

5.3. We may tell you about third party products or services

You may be offered products or services by third parties who are not affiliated with us (“Third Party Products”) or the Online Subscription Services may contain links to third party websites (“Third Party Sites”) and you agree that we can use your contact information, including name and address, for the purpose of offering these products to you. If you decide to use any Third Party Products or access any Third Party Sites, you are responsible for reviewing the third party’s separate product terms, website terms and privacy policies. You agree that QISPL is by no means liable or responsible for Third Party Product’s performance and the content on their websites.

5.4. Communications choices

QISPL may be required by law to send you communications about the Online Subscription Services or Third Party Products. You agree that these communications may be sent to you via email or by posting them on any of our sponsored websites. If you later decide that you do not want to receive future Communications electronically, you may intimate us or accordingly change the options to review your communications choices.

5.5. You will track your passwords and accept updates

You are responsible for securely managing your password(s) for access to the Online Subscription Services. If you’re aware of any unauthorized access to your account, theft or loss of your password, you agree to contact us as soon as possible. We may periodically update the Online Subscription Services with tools, utilities, improvements, third party applications, or general updates to improve and enhance the features and performance of the Online Subscription Services. You agree to receive these updates automatically as part of the Online Subscription Services.

6. Confidentiality, Warranties, liability & Disclaimers.

6.1. Confidentiality

QISPL and Customer shall treat the terms and conditions of this agreement as confidential and shall not disclose them to any third party except in the furtherance of the parties’ business relationship with each other.

6.2. **No warranty**

Im Connect or qispl provides the service "as is", "with all faults" and "as available". To the maximum extent permitted by applicable law, qispl makes no (and specifically disclaims all) representations or warranties of any kind, whether express, implied, statutory or otherwise, including, without limitation, any warranty that the service will be uninterrupted, error-free or free of harmful components, that the content will be secure or not otherwise lost or damaged, or any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement, and any warranty arising out of any course of performance, course of dealing or usage of trade. Some jurisdictions do not allow the foregoing exclusions. In such an event such exclusion will not apply solely to the extent prohibited by applicable law.

6.3. **Indemnification**

To the extent permitted by law, You will defend QISPL against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content provided by you, or your use of the Service, in breach of these Terms: (a) infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of QISPL's actions); or, (b) violates applicable law or these Terms. QISPL will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

6.4. **Limitation of liability**

To the fullest extent permitted by law, in no event will qispl, its affiliates, officers, employees, agents, suppliers or licensors be liable for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, goodwill, use or content) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, negligence or otherwise, even if qispl has been advised as to the possibility of such damages. To the maximum extent permitted by applicable law, the aggregate liability of qispl and its affiliates, officers, employees, agents, suppliers or licensors, relating to the services will be limited to the greater of an amount equal three months of your service fee for the service or inr 5000 whichever is less. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose. Some jurisdictions do not allow the limitation of incidental, consequential or other damages. In such an event this limitation will not apply to you to the extent prohibited by law.

6.5. Disclaimer of other warranties. Qispl usage of the online subscription services, client software, and content is entirely at your own risk. Except as described in this agreement, the services are provided are on "as is where is" and qispl provides no other express or implied warranties. Qispl disclaims any implied representations, warranties or conditions, including warranties of merchantability, fitness for a particular purpose, satisfactory quality, title

or non-infringement. These disclaimers will apply unless otherwise required by applicable law.

7. **Verifying compliance.**

During the Term of any Subscription and for three (3) years thereafter, Customer must keep all usual and proper records relating to the Subscription(s) and Customer's use of the Online Subscription Services and/or Client Software under this agreement. QISPL may request that Customer conduct an internal audit of all Online Subscription Services in use throughout Customer's organization, comparing the number of Licenses in use to the number of Licenses issued to and/or paid for by Customer. By requesting an audit, QISPL does not waive its rights to enforce this agreement or to protect QISPL intellectual property by any other means permitted by law.

If verification or self-audit reveals any unlicensed use, Customer must promptly order sufficient Licenses to cover its past and present use. If material unlicensed use is found, Customer must reimburse QISPL for the costs QISPL has incurred in verification and acquire the necessary additional Licenses at single retail license cost within 30 days.

8. **Miscellaneous**

8.1. **Notices to QISPL**

Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, or express courier, to the addresses listed below. Notices will be treated as delivered on the date shown on the return receipt. Termination of the agreement, a Subscription, or cancellation of a Subscription should be via the QISPL customer service contact identified on the QISPL Online Subscription Services Customer Portal. Notices should be sent to QISPL at the address as in the Definition section supra.

8.2. **Assignment**

QISPL may assign this agreement to its Affiliates or such others. Customer may not assign this agreement. In the event of a change of ownership of the Customer entity or substantial change in the corporate structure of the Customer then it is incumbent of the party to notify QISPL and accept such confirmation agreement as requested by QISPL. In the absence of an acceptance to the satisfaction of QISPL within ninety (90) days of such event or change, QISPL may suspend the Online Subscription Service and/or Client Software for the remaining term of this agreement.

8.3. **Severability**

If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

8.4. **Waiver**

A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

Waiver of right to void online purchases

To the maximum extent permitted by applicable law, Customer waives its rights to void purchases under this agreement pursuant to any law governing distance selling or electronic or online agreements, as well as any right or obligation regarding prior information, subsequent confirmation, rights of withdrawal, or cooling-off periods.

8.5. Applicable law

This Agreement is governed by the laws of India and more specifically those applicable in the state of Maharashtra without giving effect to principles of conflict of laws. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement. The Online Subscription Services and/or Client Software are protected by copyright and other intellectual property laws and international treaties.

8.6. Dispute resolution

QISPL and Customer agree to bring an action to enforce this agreement, QISPL in the jurisdiction most suitable for enforcement of the same. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property or confidentiality obligations in any appropriate jurisdiction.

8.7. Non-Exclusive

This agreement is not exclusive. Customer is free to enter into agreements to license, use or promote non-QISPL software or services.

8.8. Entire agreement

This agreement, the Online Subscription Services Use Rights, any SLAs, and the pricing and payment terms available via the QISPL Online Subscription Services Customer Portal constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. No QISPL representative, distributor, dealer, agent or employee is authorized to make any amendment to this agreement.

8.9. Survival

Provisions regarding fees, Online Subscription Services Use Rights, restrictions on use, transfer of licenses, export restrictions, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, obligations on termination and the provisions in this Section entitled "Miscellaneous" will survive termination of this agreement.

8.10. No transfer of ownership

QISPL does not transfer any ownership rights in any software or service. QISPL reserves all rights not specifically granted. QISPL software is protected by copyright and other intellectual property rights laws and international treaties.

8.11. **Customer's right to privacy**

Customer's right to privacy for Online Service availed are as per the respective laws therein.

8.12. **Service disrupt**

For certain time or days service may disrupt due to unknown technical fault, server migration, software updating, hardware failure, malware or virus attack and other issues.

8.13. **Force majeure**

Neither party will be liable for any failure in performance due to causes beyond either party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Subscription Services). This Section will not, however, apply to Customer's payment obligations under this agreement.

Natural disaster

In the event of a natural disaster, QISPL may post information or provide additional assistance or rights on QISPL Online Subscription Services Customer Portal.

8.14. **Unique ID**

Customer agrees that it is responsible for protecting the confidentiality of any QISPL Unique IDs associated with this agreement.

8.15. **U.S. export jurisdiction**

The Online Subscription Services and Client Software are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

8.16. **Changes to this agreement or services**

QISPL may change terms and conditions of this Agreement at its discretion from time to time, and the changes will be effective when posted on our website for the Online Subscription Services or when we notify you by other means. Please review the Agreement periodically on this website for changes. QISPL has the right to change any of the terms of this Agreement upon reasonable notice to you. We may also change or discontinue the Online Subscription Services, in whole or in part, including but not limited to, the

Internet based services, pricing, technical support options, and other product-related policies. Your continued use of the Online Subscription Services after the intimation /posts or otherwise notifies you of any changes, indicates your implied agreement to the changes.

Offensive Material Policy

Every user of this site can access information in the form of text, graphics, images, and sound. This is available for a variety of purposes viz. teaching, research, learning, and entertainment. While acknowledging that the community of users is a diverse, international group of members with varied backgrounds and beliefs, it is possible that some of the electronically received information may be found to be offensive and perhaps pornographic by some members of our community. Individuals may be particularly offended if they are exposed to the material unwittingly. Material in a particular news group or on particular Web pages may be explicit and graphic in nature. Currently, where such resources are generally identifiable the same may be clearly labelled, indicating the nature of the information contained within, so that individuals may make knowledgeable decisions when accessing them. However since in most instances the users are allowed to upload the content without any interference (by QISPL) in good faith. Hence no claim as to the identity/ labelling of the material so accessible is feasible. User/s are welcome to intimate the QISPL web administrator in the event of coming across any material in their opinion is offensive and not in conformation with our policy or generally accepted norms. On receiving such information QISPL in its discretion would enquire into the same and take appropriate action.

Acknowledging the above values, beliefs, and sensitivities QISPL has decided in the interest of all to implement the Offensive Material Policy which while recognising the freedom of expression and an open environment for sharing information that are valued, encouraged, supported, and protected by law seeks to ensure that users refrain from displaying any material that may be perceived to be offensive to other users. The policy of QISPL entails reservations on:

1. Information that is incompatible with the objective of this site whereupon such publication of the same could unwittingly expose offensive material by the deliberate and knowing acts of individuals to others either related directly or indirectly.
2. Content, Information or data that would impersonate someone else or falsely represent identity or qualifications, or that which constitutes breach of any individual's privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor). This includes any Information that is per se sexual or sexist in nature in terms of harassment.
3. Illegal material, such as child pornography, from any source will not be tolerated or further distributed within the site. If reports or complaints regarding possible illegal material are received, QISPL must be contacted immediately by user/s for determination as to the material's legality and affirmative action.
4. Offensive material that include, but not be limited to material that is:
 - 4.1. Sexually explicit;
 - 4.2. Promoting crime or violence;
 - 4.3. Promoting or criticising religious beliefs;
 - 4.4. Likely to incite racial tension;

- 4.5. Displaying the infliction of extreme violence or extreme cruelty of any sort or manner;
- 4.6. Not consistent with contemporary community standards; or
- 4.7. Is likely to be perceived as harassing, insightful or demeaning to persons of a particular sex, sexual preference, race, religion or ethnic background items that promote or glorify hatred, violence, racial or religious intolerance, or items that promote organizations with such views;

Items related to Natural Disasters or Human and other Tragedies or other inhuman or barbaric acts, deeds or things not acceptable in a modern society.

QISPL agrees to adopt all steps that may result in avoidance of offensive material from electronic sources being left on machines or shared printers, purposefully forwarded to others who are unwilling recipients, or displayed in such a manner as to create an abusive work or study environment for others. Potential safeguards begin with education encouraging responsible management of information that is accessed for personal use and may also include screen-saving devices on public machines and front-screen warning messages advising people of potentially offensive material.

QISPL in the event of facing any issue concerning the information put up by a user being offensive would inform the user/ sender that they (QISPL and/or its other users) do not wish to receive the materials and ask the user/ sender to stop, and desist from such action. In the further event of such user/ sender failing to adhere to all reasonable intimations given QISPL reserves its right as an Administrator of the site to remove all or any such material at its sole discretion.

Violations of this policy may result in a range of actions amidst others that could include: 1. Listing or Want or any such posts/ notes put up by the user being cancelled, 2. Forfeiture of fees on cancelled listings of the user, 3. Limits placed on account privileges of the user, 4. Loss of any or all privileged status of user, 5. User Account suspension, etc.

Under this policy, QISPL may in its discretion, remove items and refund the fees in any of the above instances and/or when the item or description graphically portrays violence or victims of violence, and lacks substantial educational, social, artistic or political value. For example, QISPL may disallow putting up of explicit crime scene photographs or morgue photos, while permitting military documentaries or photographs of war victims. QISPL may also, in its discretion and out of respect for the families of crime victims, remove listings of items closely associated with individuals notorious for committing criminal acts within the last century or so, such as personal belongings of such criminals, letters or artwork created by such criminals, or novelty items that bear the name or image of the criminal or such act, deed or thing that is likely to cause hurt to its users or recipients.

Further, QISPL will remove any listing and suspend the members involved where it appears that a person convicted of a criminal offence is attempting to use the site (directly or through another person) to benefit financially from his or her criminal notoriety. QISPL will review listings that are brought to its attention by its worldwide

community, and will look at the entire listing to determine whether such removal or suspension of user account is justified.

QISPL avoids listings that graphically portray, glorify or attempt to profit from human tragedy or suffering, which lack substantial educational, social, artistic, or political value. This includes items that may be deemed inappropriate or insensitive to victims of natural disasters or human tragedies. However items related to natural disasters or human tragedies that have substantial educational, social, artistic or political value may be generally permitted. Such items may include newspaper clippings, documentaries, books, and commemorative photographs or paintings.

QISPL may in its discretion refrain from publishing items such as: Music or films or videos, articles etc. that promote hatred and racial supremacy; Holocaust denial books, articles, write up's etc.; Crime scene photographs, Morgue shots; Letters and artwork from notorious criminals; Electric chairs and related capital punishment items; War documentaries or documentary photos portraying victims of war or violence provided they do not contain propaganda; Items of historical importance associated with acts of violence against public figures and others.