

Software as a service - Terms of business

1 Introduction

1.1 Terms – These terms apply to the product and services you have engaged us to provide under the attached engagement letter. If anything in the terms is inconsistent with the engagement letter, the terms take precedence, unless the engagement letter specifically amends any of them.

2 Licence

2.1 Grant – We grant you a non-exclusive, nontransferable right for the permitted users to access and use the product during the Engagement Term, subject to the restrictions below and the terms of this agreement.

2.2 Restrictions on use – You and your permitted users may only use the product and services: (i) for your internal business purpose; (ii) in accordance with our (and our vendors') applicable use terms/policy; and (iii) in accordance with and for the duration of this agreement.

2.3 Other restrictions – You and your permitted users must not: (i) infringe our intellectual property rights or those of our licensors; (ii) decompile, decipher, disassemble, reverse engineer or otherwise decrypt the product except to the extent permitted by non-excludable laws; (iii) use the product to provide services to a third party or allow any third party to obtain a copy of the product, or access or use them, save as expressly agreed in writing by us in advance, or where required by law; (iv) use the product without obtaining any necessary permits, consents or licences required to integrate or inter-operate the product with other software, hardware or data you use or licence; (v) use the product on any unsuitable system; or (vi) duplicate, modify or create a derivative work from the product without our prior written consent. (vii) use it to help create a competing product or service.

2.4 Information about use – On our reasonable request you will allow us to undertake any audit or inspection we require, for the purposes of ascertaining whether you are using the product in accordance with this agreement. You agree to facilitate such audit or inspection by making available relevant records evidencing your use of the product and by directing your personnel to cooperate with us.

3 Services

3.1 Services – We will perform the services specified in the engagement letter with reasonable skill and care. You confirm that (i) the scope of the services is sufficient for your requirements; and (ii) any work we perform in addition to the services must be contracted for separately to this agreement.

3.2 Information – In order for us to advise you properly, you will make sure that: (i) any information we need is given to us by you, or anyone else working with or for you, and that all information given to us is (a) given promptly, (b) is accurate and, (c) complete; and (ii) any assumptions are appropriate. We will not verify any information given to us relating to the product or services.

3.3 Your obligations – Our performance depends on you performing your obligations under the agreement.

You agree that we are not responsible for failing to provide the product or services within any agreed timeframe or for any errors in the product or its outputs due to delays caused or materially contributed to by you, a permitted user or any third party by: (i) providing us with inaccurate or incomplete information or by using such information with the product; (ii) any information that is provided to us or used with the product in the wrong format; (iii) failing to make the appropriate staff or assistance available within a reasonable time; or (iv) any loss arising from you not fulfilling your obligations.

3.4 Deemed knowledge – In providing access to the product and performing the services we will not be deemed to have information from other services.

4 Permitted users

4.1 Your responsibilities – You are responsible for: (i) all use of the product and services by all permitted users; and (ii) ensuring the permitted users are made aware of the relevant terms of the agreement and comply with them, any terms of use and all reasonable instructions issued by us to you. You warrant that anyone who accesses the product using access codes we give you has your authority to do so.

4.2 Access rights – You must monitor the access rights of the permitted users on an on-going basis to ensure your and their compliance with this agreement. You must immediately notify us in writing if: (i) any changes to the permitted users' access are required; or (ii) any permitted user details become known to anyone other than the relevant user so that we can disable those user details and provide a replacement access code.

4.3 Unauthorised use – You must notify us as soon as you become aware of any unauthorised use of the product by anyone. Neither we, nor our licensors, accept any liability in connection with any unauthorised use of the access codes or any unauthorised access to or use of the product.

5 Hosting, Suspension, Availability

5.1 Hosting – We may use third parties to host or provide all or parts of the product.

5.2 Suspension – We may suspend the use of or access to the product from time to time: (i) to perform routine or emergency maintenance; (ii) to implement service changes and upgrades to the product; (iii) to mitigate issues caused by any acts or omissions of third parties or issues with any internet infrastructure; or (iv) if the product is, in our opinion, being misused. Any such downtime will be limited to the minimum extent necessary in the circumstances, as determined by us.

5.3 Availability – We make no guarantee that the product will be accessible or usable at any given time or that access to it will be continuous, uninterrupted, or error free. We accept no liability for any consequences in connection with the product being unavailable. We may provide you with details of availability targets and other service levels applying to the product from time to time, which are subject to change and are not contractually binding. Any such availability targets: (i) refer to access to the product over the internet and do not apply to your

own access to the internet for which you are responsible; and (ii) exclude any periods of downtime described in clause 5.2 above or in the engagement letter.

5.4 Technical support – we will provide technical support services for the product to the extent described in the engagement letter.

6 Data

6.1 Your data – You may be able to input data into the product. You will own all rights, title and interest in and to all of your data and shall ensure that you have the right to input it into and use it with the product. You grant us a non-transferable, non-exclusive, royalty-free licence to use any data you make available to us for the purpose of providing the product to you.

6.2 Storage of data – Only duplicate data must be provided to us in connection with the services, unless otherwise agreed in the engagement letter. You are solely responsible for keeping the originals of any data stored on the product and any copies required by you.

6.3 Viruses – You and we will use standard, commercially-available virus-checking software in relation to any data, files or output accessible using the product. You and we confirm all reasonably appropriate technical and organisational security measures are in place in respect of the information held in the product. We give no representation or warranty that the product or its outputs will be free from viruses or other harmful components.

6.4 Data use – Notwithstanding any other provision of the engagement letter, we may use confidential information received hereunder, including tax return information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. We will not use or disclose your confidential information in a way that would permit you to be identified by third parties without your consent. With respect to tax return information, you may request in writing a more limited use and disclosure than the foregoing. The foregoing consent is valid until further notice by you.

6.5 Materials – We may retain copies of all materials relevant to the provision of the product or services, including any materials given to us by you or on your behalf.

7 Fees

7.1 Payment – You agree to pay us for the product and any services as set out in the engagement letter. You must also pay for any unauthorised use, being an amount equal to the fees which we would have charged had we licensed any such unauthorised use on the date when it commenced. All fees paid are non-refundable, unless otherwise provided in the agreement. Unless otherwise stated in the engagement letter, we may vary our fees in each year of the agreement.

7.2 Expenses – You will pay any reasonable expenses that we incur in connection with the services.

7.3 Taxes – You will also pay any taxes, including GST and/or other such taxes, that are due in relation to our goods and services. You will pay us the full amount of any invoice, regardless of any deduction that you are required by law to make except for applicable tax deduction at source (TDS) in respect of our net income under the Income-tax Act, 1961.

You undertake to submit all necessary information and documents, including GSTIN of yours, your site of work execution, your billing location, your certificate of GST registration and such other documents that may be required by us to adhere to statutory compliances as applicable under GST law. We shall not be responsible for verification of your GST registration number of yours. Any tax liability arising consequent to non-compliance of law or due to furnishing of incorrect registration number shall be borne by you. In the event, if you fail to furnish a GST registration number, you will be treated as “unregistered”. You acknowledge and agree that you would adhere to all the applicable GST compliance regulations including completion of any required compliance activities within the statutory timelines as may be prescribed from time to time by the Government of India. You undertake to intimate us in writing regarding any modification of statutory compliance data submitted by us against services provided to you. You acknowledge and agree that in the event any enquiry, scrutiny, audit, assessment or any other tax proceedings are initiated against us in respect of this assignment, you shall fully support and cooperate with us by furnishing the relevant information and documents, related to the service provided by us under this agreement, on timely manner as may be required by us.

7.4 Invoices and payment – We may invoice you on a monthly basis or as otherwise described in the engagement letter. All invoices are payable 14 days after the date of the invoice. If you do not pay an invoice within 30 days of the date of the invoice, we may charge you interest at the rate set by law and/or suspend your access to the product.

8 Term and termination

8.1 Duration – The agreement will start on the Licence Start Date specified in the engagement letter. The agreement will last for the Engagement Term specified in the engagement letter, unless it is either renewed or terminated earlier in accordance with the agreement's terms.

8.2 Termination – Either you or we may end the agreement immediately by giving written notice to the other if (i) the other materially breaches it and does not remedy the breach within 14 days, (ii) the other is or appears likely to be unable to pay its debts or becomes insolvent or (iii) the performance of it (including the application of any fee arrangements) may breach a legal or regulatory requirement. We may terminate the agreement immediately by giving written notice if you violate our, or our licensors' intellectual property rights.

8.3 Fees payable on termination – You agree to pay us all fees then due and owing in accordance with the agreement as at the date of termination.

8.4 Cessation of use – On expiration or termination of the agreement, you and your permitted users will

immediately cease accessing and using the product. We may disable access and use with immediate effect. Subject to any relevant laws, we may destroy or otherwise dispose of any of your content or data we have in our possession.

9 Confidentiality

9.1 Confidential information – We and you agree to use the other's confidential information only in relation to the performance of its obligations under this agreement, and not to disclose it, except where required by law or regulation or by a professional body of which we are a member. However, we may give confidential information to other PwC firms, subcontractors and IT service providers as long as they are bound by confidentiality obligations, and to your advisers who are involved in this matter. The product, documentation and any access codes we provide under this agreement are our confidential information.

9.2 Referring to you and the services – We may wish to refer to you (for example as a customer and user of the product) for marketing purposes. You agree that we may do so, as long as we do not disclose your confidential information.

10 Data protection

10.1 Compliance – You and we will comply with applicable data protection legislation in relation to any personal data shared with us under the agreement.

10.2 Provision of personal data – You will not provide us with personal data unless the agreement requires the use of personal data **or for regulatory compliance**, or we request such personal data from you. In respect of any personal data shared with us, we assume you have necessary authority from relevant data subjects for us to use and transfer it in accordance with the agreement, and that they have been given necessary information regarding its use. Protection of data (including personal data) shall require equal commitment from you and us. To the extent reasonably practicable, you shall redact, mask or blank out any personal data from the data which is shared with or transferred to us unless such personal data is required by us to perform the services **or for regulatory compliance**. In any event, for avoidance of doubt, it is clarified that such personal data, if shared, shall be treated as confidential information.

10.3 Permitted processing – We will process personal data received from you for the purpose of providing the services. We may also use the personal data for (i) our quality, risk and client management activities, (ii) providing you with information, including by means of electronic communication, about us, other PwC firms and our and/or their range of services, (iii) disputes and litigation, (iv) confirmation of provision of services for you, (v) for maintaining and using our relevant IT systems, and (vi) complying with any legal requirements or requirements of a professional body of which we or our staff are members. We will process personal data on paper as well as in electronic form, for as long as necessary to provide the services under the agreement, safeguard our rights and/or fulfil our obligations resulting from applicable laws, regulations or professional standards.

10.4 In relation to personal data shared with us, while processing the personal data for you, we will: (i) process it only on your lawful documented instructions; (ii) implement appropriate measures designed to maintain its security, including by imposing confidentiality obligations on relevant personnel; (iii) transfer it to subcontractors for the purposes of sub-processing only under a written contract which imposes obligations similar to those in this agreement and you authorise us to transfer personal data to them; (iv) notify you without undue delay after becoming aware of a breach in respect of it; (v) subject to our retention rights set out hereunder, within a reasonable time period, on your request either return or destroy the personal data as shared by you at the end of the engagement (except as required by applicable law or regulation).

10.5 Permitted transfers – We may transfer personal data shared with us to other PwC firms, subcontractors and IT service providers (which may be located in India or other territories) in relation to any of the purposes set out in this agreement. We will carry out such transfers only where we have a lawful basis to do so or where it is required for us to perform the services, including to a recipient who is: (i) in a country which provides an adequate level of protection for personal data; or (ii) under reasonable confidentiality obligations agreed with us.

11 Intellectual property rights

11.1 Ownership and right to use – We (or our licensors) own the intellectual property rights in the product, and any materials provided by us under the agreement, and you will have a limited right to use them for the purpose of the agreement. You acquire no intellectual property rights in or to the product or such materials other than as set out in the agreement.

11.2 IPR indemnity – We will indemnify you against any amounts payable under any judgement awarded against you that will not be appealed or any final settlement approved by us, to the extent arising from a claim against you in India alleging that the product infringes that third party's intellectual property rights ("IPR claim"). This indemnity is conditional on you: (i) having complied with and continuing to comply with the agreement (ii) notifying us promptly of any actual or threatened IPR claim (iii) giving us control of the defence and settlement of the IPR claim (iv) complying with all reasonable requests we have (at our expense) in defending or settling the IPR claim (v) you taking all reasonable steps to mitigate the amount of your loss, and (vi) not making any admission or acting in a way which may be prejudicial to any litigation or negotiation of the IPR claim without our express written consent.

11.3 Indemnity limitations – The IPR indemnity does not cover IPR claims arising from: (i) the combination of the product with products or services not provided by us, unless agreed to in writing by us (ii) modification of or work performed on the product by

any person other than us (iii) the product complying with or based on designs, specifications or other information provided by you or on your behalf or (iv) use of the product in a manner not permitted or contemplated under this agreement.

11.4 IPR infringement consequences – When we become aware of any actual or potential IPR claim, we may at our sole discretion: (a) modify or replace any part of the product; (b) obtain rights for you to continue using the product; or (c) terminate this agreement. You agree to abide by our decision and, if appropriate, stop using the product.

12 Liability

12.1 Exclusion of warranties – To the extent permitted by law, no warranties, conditions or other terms are implied into this agreement. We do not warrant that the product will: (i) be fit for any particular purpose; (ii) be free of errors or defects, or operate securely, continuously or in an uninterrupted manner; or (iii) result in your compliance with laws, rules or regulations of any government or regulatory authority.

12.2 Product selection – You accept responsibility for: (i) your selection of the product to achieve its intended results and acknowledge that the product has not been developed to meet your individual requirements; (ii) verifying that the product is operating in accordance with its specifications; (iii) verifying the accuracy of your data input and output while using the product; and (iv) ensuring that all data and other software used with the product is adequately backed-up beforehand.

12.3 Specific types of loss – You agree that we will not be liable for (i) loss or corruption of data from your systems; (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits; or (iii) indirect or consequential loss.

12.4 Our liability – You agree that our total liability (including interest) for all claims connected with the product, services or the agreement (including but not limited to negligence) is limited to the fees payable (excluding taxes) under this agreement in the twelve (12) month period preceding the date of the incident giving rise to the liability.

12.5 Sharing of limit – Where we agree in writing to accept liability to more than one party, the limit on our liability in clause 12.4 will be shared between them, and it is up to those parties how they share it.

12.6 No claims against individuals – You agree to bring any claim (including one in negligence) in connection with the product and/or services or the agreement only against us, and not against any individual.

12.7 Third party suppliers – We may use other PwC firms (each of which is a separate and independent legal entity) suppliers or subcontractors to provide the product and/or services, and/or for internal, administrative, regulatory or compliance purposes. We remain solely responsible for the product and services.

12.8 Restriction on claims – Subject to the engagement letter, you agree not to bring any claim (including one in negligence) against another PwC firm (or its partners, members, directors or employees) or our suppliers or subcontractors in connection with the product or services.

12.9 Group members – You will ensure that no group member, including your subsidiaries, associated

companies and any holding company (unless a party to the agreement), both while they are a group member and thereafter, brings any claim against any PwC firm (or its partners, members, directors or employees) or our suppliers and subcontractors in respect of any liability relating to the product, services or the agreement.

12.10 Proportionality – If we are liable to you under the agreement, and another person would be liable to you in respect of the same loss (save for your contractual arrangements with them), then: (i) the compensation payable by us to you in respect of that loss will be reduced; (ii) the reduction will take into account the extent of the responsibility of that other person for the loss; and (iii) in determining the extent of the responsibility of that other person for the loss, no account will be taken of (a) any limit or exclusion placed on the amount that person will pay or (b) any shortfall in recovery from that person (for whatever reason).

12.11 Liability to you alone – We accept no liability to anyone, other than you, in connection with the product and services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim: (i) by anyone else in relation to your use of the product or the services; and (ii) arising from your actual or alleged infringement of our (or our licensors') intellectual property rights.

12.12 Open source software – The product may include certain free and open source software components (together "open source software"). Notwithstanding any other provision of this agreement, your use of the open source software is governed exclusively by the terms applicable to the open source software and not the terms of this agreement. You acknowledge that any open source software is provided on an "as is" basis, as between us and you.

12.13 Standard of services – You will notify us in writing within 30 days of performance or delivery (as applicable) if you consider that any of the services do not meet the standards specified in the engagement letter, specifying all relevant information reasonably necessary for us to identify the issue. If we agree that we have not met the required standard, we will re-perform the applicable services at our expense. This is your sole and exclusive remedy for our breach of this clause 12.13. Where we have met the required standard, any re-performance by us will be subject to additional fees.

13 Dispute resolution

13.1 Mediation – If a dispute arises, the parties will attempt to resolve it by discussion, negotiation and mediation before commencing legal proceedings.

13.2 Arbitration – In case any such dispute is not amicably resolved within forty five (45) days of such referral, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996. The venue of such arbitration in India shall be the city of our office from where we have provided the services.

13.3 Law and jurisdiction – The agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by Indian law and subject to

the arbitration clause above, be subject to the exclusive jurisdiction of the courts of India.

13.4 Limitation period – You must bring any claim no later than 1 year after the date you knew, or should have known after reasonable investigation, of the facts giving rise to the claim.

14 General

14.1 Compliance with law – You will comply with all applicable laws and regulations relevant to the receipt of the product and the services (including anti-bribery, anti-corruption, data protection, sanctions and export laws and regulations).

14.2 Matters beyond reasonable control – No party will be liable to another if it fails to meet its obligations due to matters beyond its reasonable control.

14.3 Independence – You and we will cooperate regarding your and our audit independence requirements. You will notify us as soon as you are permitted by law to do so of any proposed change that you believe is likely to occur (for instance in your group structure, or in relation to individuals that have significant influence over you) that could result in the relationship between you and us not being permitted under any audit independence rule or regulation. Information about when, in our opinion, the relationship may not be permitted is available from us on request. This information is solely to help you comply with this notification requirement and is not audit independence advice.

14.4 Entire agreement – The agreement forms the entire agreement between the parties in relation to the product and services. It replaces any earlier agreements, representations or discussions. No party is liable to any other party (whether for negligence or otherwise) for a representation that is not in the agreement.

14.5 Your actions – Where you consist of more than one party, an act or omission of one party will be regarded as an act or omission of all.

14.6 Assignment – No party may transfer or deal with their rights or obligations under the agreement without prior written consent, but we may novate the agreement to a transferee of all or part of our business. This novation will take effect on written notice from us so that (i) the transferee will be substituted for us with effect from the date specified in the notice and we will no longer have any rights and obligations under the agreement except in respect of work performed prior to that date and (ii) the combined aggregate liability of us and the transferee will not exceed the limit of our liability before the novation took place. We may also transfer or deal with our rights in any unpaid invoice without notice.

14.7 Rights of third parties – Except as set out in clauses 12.6 and 12.8, a person who is not a party to the agreement has no rights to enforce any term of the agreement. The PwC firms and individuals referred to in those clauses may enforce them in their own right. Their consent is not required to vary or rescind the agreement.

14.8 Changes – Either you or we may request a change to the agreement. A change will be effective only when agreed in writing.

14.9 Survival – Any clause that is meant to continue to apply after termination of the agreement will do so, including but not limited to 7, 8, 9, 10, 11, 12, 13, 14 & 15.

14.10 Relationship – In performing the services for you, we are an independent contractor. Neither of us has the power to bind the other.

14.11 Management responsibilities and functions – You are responsible for all management functions and for decisions relating to the services, including evaluating and accepting the adequacy of the scope of the services in addressing your needs. You are also responsible for evaluating the results of the product and/or services and for deciding what action (if any) you should take. You will designate an appropriate member of your management to oversee the services and make decisions. It is your responsibility to design, implement and maintain your internal controls.

14.12 You agree not to transfer the product to any country to which such transfer would be prohibited by any applicable export control laws.

15 Interpretation

In the agreement the following words and expressions have the meanings given to them below:

access codes – The access credentials (such as usernames and passwords) we give you which allow your permitted users to access and use the product and/or receive the benefit of the services.

documentation – the documentation we provide to you which describes the product, and more particularly described in the engagement letter;

engagement letter – the engagement letter to which these terms are attached, and which sets out the details as to the product and the services;

engagement term – shall mean the validity period of the engagement letter;

permitted users – Your employees, partners or directors who may access and use the product as set out in the engagement letter.

product – The ‘software as a service’ product described in the engagement letter.

PwC firm – Any entity or partnership within the worldwide network of PricewaterhouseCoopers firms and entities.

services – The services for the product set out in the engagement letter.

the agreement – These terms and the engagement letter to which they relate (including any schedules).

we, us or our – Refers to PricewaterhouseCoopers Private Limited, a limited liability company in India (having Corporate Identity Number or CIN : U74140WB1983PTC036093) whose registered office is at Y - 14, Block EP, Sector V, Salt Lake, Kolkata – 700091.

you, your – The party or parties to the agreement (excluding us).