



END USER LICENSE AGREEMENT

This End-User License Agreement is a legal agreement between you (the "End-User") and Manupatra Information Solutions Pvt. Ltd., ("Manupatra") having its principal place of business at B-37, Sector 1, NOIDA, UP.

WHEREAS Manupatra under the present agreement shall provide a complimentary service to be known as "Manupatra Desktop Alert" (Alert) designed to make your accessibility to the latest legal & regulatory updates and events, at your desktop in form of desktop alert (clause 1.3 of Article 1), more easily and promptly, on all working days.

AND WHEREAS the end user, if wants to view the full story of the desktop alert, needs to be subscriber of www.manupatra.com and viewing of full story shall be subject to its availability.

By installing or otherwise using the Software, as defined in Article 1 below, you, End-User, agree to be bound by the terms of this Agreement and such instructions as made available for installation. If you do not agree with the terms of this Agreement, promptly delete the Software or return the unused Software to Manupatra

ARTICLE 1: DEFINITIONS

- 1.1. "Agreement" means this End-User License Agreement and all amendments made hereto by written agreement between the parties;
- 1.2. "Commencement Date" means the date on which the Software is installed at End-User's location;
- 1.3. "Desktop Alert" means alert received in form of text comprising of crisp summary created out of important Case Laws, Notifications, Statutes, News etc. giving option to the end user, if subscriber to www.Manupatra.com, to view the full story, by clicking on the "Read button" appearing at the bottom of the alert.
- 1.4. "Software" means (i) any of Manupatra's software and related programs, installed at End-User's location including Updates, from time to time;
- 1.5. "Third Party Software" means the ADOBE AIR and ADOBE Flex Engine; and
- 1.6. "Updates" means a bug fix, patch, error correction and/or other minor enhancement to the Software;

ARTICLE 2: RIGHTS AND RESTRICTIONS

- 2.1. Subject to the terms and conditions of this Agreement, End-User is hereby granted a non-exclusive, non-transferable license to use the Software solely for End-User's own internal operations. End-User may not re-license, sell, assign or otherwise transfer the Software. End-User covenants and agrees that the Software will only be used in accordance with the provisions of this Agreement.
- 2.2. End-User shall have no right to change, alter, copy, amend, reverse engineer, decompile, disassemble, publish, disclose, display or make available, in whole or in part, or otherwise use the Software in any manner whatsoever.
- 2.3. Manupatra or its licensors shall retain all right, title, copyright, trade secrets, patents, trademarks and other proprietary and intellectual property rights in the Software. End-User does not acquire any rights, express or implied, in the Software, other than those specified in the Agreement. End-User shall not remove any proprietary, copyright, patent, trademark, design right, trade secret or any other proprietary rights legends from the Software.

- 2.4. End-User shall not modify resell for profit, distribute, or create derivative works based upon the Software or any part thereof.
- 2.5. Third Party Software may be embedded in or delivered with the Software licensed under this Agreement. End-User shall be limited to use of the Software licensed under this Agreement. End-User's right to use any Third Party Software shall be limited to the use necessary to implement the Software licensed. End-User shall have no right to use such Third Party Software other than as necessary for the licensed ordinary use of the Software and grants Manupatra's licensors the right to protect their interests under this Agreement and agrees that such licensors have the benefit of the provisions of this Agreement.
- 2.6. End-User will take appropriate steps, both before installation and at all times thereafter, to copy and protect End-User's own data and programs that may be lost, harmed or destroyed and to protect End-User's equipment from any damage. End-User, and End-User alone, will be responsible for reconstruction, replacement, repair or recreation of lost programs, data or equipment in the event of hardware, software or Software failure. Manupatra shall, under no circumstances, be responsible for any such losses or damages.

ARTICLE 3: DISCLAIMER OF WARRANTIES AND TECHNICAL SUPPORT

- 3.1. End-User hereby expressly agrees and acknowledges that, except as provided in this Agreement, the Software is provided "AS IS", without any technical support, and Manupatra makes no representations or warranties or covenants, express or implied, in respect of the Software including without limitation, statutory or implied warranties or conditions of merchantability, satisfactory quality or fitness for a particular purpose, all of which are expressly disclaimed and excluded.
- 3.2. Manupatra does not warrant, guarantee or represent to End-User that the Software will meet End-User's requirements, that the installation and operation of the Software will be uninterrupted or error free or that any Software defects will be corrected.

ARTICLE 4: LIMITATION OF DAMAGES

- 4.1. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL MANUPATRA (OR ITS EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS) BE LIABLE TO END-USER, OR ANY THIRD PARTY CLAIMING THROUGH END-USER, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, INCREASED COSTS OF OPERATION, LITIGATION COSTS AND THE LIKE), WHETHER BASED UPON A CLAIM OR ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF THE SOFTWARE, REGARDLESS OF WHETHER MANUPATRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4.2. MANUPATRA SHALL MAKE REASONABLE EFFORT TO ENSURE THAT THE INFORMATION PROVIDED IN FORM OF DESKTOP ALERT UNDER THE PRESENT AGREEMENT, IS ACCURATE BUT DOES NOT GUARANTEE OR WARRANTS ITS ACCURACY, ADEQUACY, CORRECTNESS, VALIDITY, COMPLETENESS OR SUITABILITY FOR ANY PURPOSE. THE TEXT AS PROVIDED SINCE COMPUTER GENERATED, ITS AUTHENTICITY, CORRECTNESS AND PRECISENESS OF THE TEXT MUST BE VERIFIED FROM SUCH SOURCE AS REQUIRED.

ARTICLE 5: TERM AND TERMINATION

- 5.1. Without prejudice to any other rights, Manupatra may terminate this Agreement if End-User fails to

comply with any term or condition of this Agreement.

- 5.2. Upon termination of this Agreement, End-User shall: (a) cease using the Software; and (b) if required, certify to Manupatra within thirty (30) days after termination that End-User has destroyed or has returned the Software to Manupatra.

ARTICLE 6: GENERAL

- 6.1. **Governing Law:** This Agreement shall be governed by, interpreted and construed in accordance with the laws of India applicable therein, other than rules governing conflicts of laws. The parties irrevocably attorn to the jurisdiction of the courts of Delhi/New Delhi.
- 6.2. **Relationship of Parties:** The parties are not agents or legal representatives of each other. The parties to this Agreement are independent contractors. No relationship of principal to agent, master to servant, employer to employee or franchiser to franchisee is established hereby between the parties. Neither party has the authority to bind the other or incur any obligation on its behalf.
- 6.3. **Survival:** The provision in this Section 6.3 along with the provisions in Sections 2.3, 2.5, 2.6, 3, 4, and 5.2 shall survive termination of this AGREEMENT.
- 6.4. **Entire Agreement:** This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations or warranties, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorised representative of each party; no other act, document, usage or custom shall be deemed to modify this Agreement.
- 6.5. **Severability:** If one or more provisions of this Agreement are held to be unenforceable under applicable laws, such provisions shall be modified to the minimum extent necessary to comply with applicable law and the intent of the parties.
- 6.6. **Notice:** All notices required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail or personal delivery (including overnight mail by private carrier) to the address first above written (which address may be altered upon written notice to End-User).
- 6.7. **Waiver:** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for breach of Manupatra's proprietary rights in the Software, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has arisen.