INPAGE SOFTWARE SUPPORT AGREEMENT

This agreement ("**Support Agreement**", "**Agreement**") is for the purpose of defining the terms and conditions under which Technical Support, Maintenance and Software Installations will be provided by Concept Software Private Limited ("CSPL", "Vendor") to the undersigned organization ("Customer", "Client") for the support of Software ("Software").
BYCLICKINGTHE"IAGREE"BUTTONANDUSINGTHESERVICES, YOU AGREETOBEBOUND BY THE TERMS OF THIS SOFTWARE SUPPORT AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT USE THESERVICES.

Overview
Software Agreement is an annual subscriptions to utilize Vendor's support service that includes: Technical Support, Software Upgrades and Installations.

Support Fees
- The Vendor shall provide free support services for the first three (3) months from the sale of the software.
- Thereafter, customer can opt to become an exclusive member of **InPage Premium Users Club** wherein by subscribing to an Annual Support Program of US$ 50 per year for every user or INR Rs. 5,000/- per year for every user, the user shall become eligible to get benefits such as: free upgrades and any major releases free of cost.
- The Vendor may charge extra for logistics/ courier charges on actual
- Any support incident outside of the scope of scheme, will incur a standard charge of US$50 per incident
- For customer who are not subscribed to the InPage Premium Users Club, the charges shall be as follows:
  ➢ any minor upgrade will be charged at US$50
  ➢ any major upgrade will be charged as per the prevailing rate of the major upgrade

Taxes
All fees under this Agreement exclude all applicable sales, use, and other taxes and government charges, whether federal, state or foreign, and Customer shall be responsible for payment of all such taxes(other than taxes based on Service Provider's income), fees, duties, and charges, and any related penalties and interest

Term
This agreement shall start on the Effective Date as and when the Customer opt for the support service or the Annual Support Program. This agreement shall run for one year from the Effective Date and shall automatically renew for consecutive one (1) year period unless either party provides written notice of termination within sixty (60) days prior to the anniversary of the Effective Date and/or the customer opts out of the Annual Support Program.

Vendor Responsibilities
Vendor will notify Client of any material defects or malfunctions in the Software or related documentation that it learns from any source. These material defects will be published in one of the following methods: Vendor's website or email

Customer Responsibilities
- Customer shall always supply support requests in written form, either by letter, or email.
- Customer agrees to comply with all requests of the Vendor and to provide access to all documents, files, computers and servers necessary to the performance of the Vendor's duties under this Agreement
- Customer agrees to follow the Vendor's minimum hardware and software requirements in order for the Software to function properly in a production environment.
- Customer shall provide to Vendor all data that is relevant for resolving each support request. Relevant data may include, but is not limited to, log files, database dumps, program scripts, descriptions of the hardware and software environment, examples of inputs, and expected and actual outputs.
- Customer acknowledges that it is the sole responsibility of the Customer, at all times, including specifically during all service functions performed by Vendor pursuant to this Agreement and under taken on the Customer's local installation of the supported Software, to protect and maintain an up-to-date and restorable backup of any and all databases, files, utilities, software and other systems which Vendor's staff may directly access or in connection with which Vendor's staff may offer a dvice.
- Customer represents and warrants to Vendor that it:
- ➢ is engaged in a lawful business enterprise;
- ➢ is not a competitor or competing organization with a similar product;
- ➢ can form legally binding contracts and is authorized to enter into this Agreement, and
- ➢ is in compliance with all applicable laws appropriate to its location of business and nature of work

Technical Support
- The Client may open a new Support Ticket by calling the Vendor's telephone support phone number or emailing a technical support staff. Support assistance may be delivered by telephone, email, remote assistance via a web meeting and/or any other mode depending upon the situation. Vendor will respond and resolve the Support Ticket depending upon the complexity of Support-Ticket.
- Support will be provided to the Client for assistance with repair of known issues, troubleshooting of software malfunctions, installation and deployment, general questions, end user questions, software administration and best practices procedures. Vendor is not responsible for software or hardware of third parties.
- Vendor will give reasonable assistance to Client in installing and operating any new release or enhancement, provided, however, such services will be charged at Vendor's then current consulting rate.

Support Hours
Vendor will provide support Monday through Friday from 9:00AM to 8:00PM IST with the exception of Vendor holidays. If Customer requires support outside of normal support hours, this can be arranged on a case by case basis and is subject to the availability of the support engineer and may require a minimum of 24 hrs advance notice to the Vendor.

Confidential Information
All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Vendor and will not be disclosed or used by Vendor except to the extent that such disclosure or use is reasonably necessary to the performance of Vendor's Work.
All information relating to Vendor that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to

the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

These obligations of confidentiality will extend for a period of 12 months after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

Customer agrees not to directly or indirectly reverse engineer, decompile, replicate, and reproduce any or all parts of the software, including but not limited to its screens, database, database structures, executable programs, libraries, images, or scripts.

Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

Warranty

Vendor will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but Vendor does not guarantee that the problems will be solved or that any item will be error- free. This agreement is only applicable to Vendor Software running under the certified environments specified in the release notes for that product. Vendor will provide the Customer with substantially the same level of service throughout the term of this agreement. Vendor may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service. THISWARRANTYISEXCLUSIVEANDIS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. VENDOR EXPRESSLY DISCLAIMS ALL OTHERWARRANTIES.

Termination

This agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable. Termination of this agreement may only be made by the user purchasing the software. Upon termination of this Agreement, Service Provider/Vendor shall have no further obligation to provide any Services hereunder to Customer.

Intellectual Property

Vendor will retain ownership of all proprietary rights in the Software. Client is not authorized to sell, transfer or license the Software or rights thereto to any other person or organization.

Limitation of Liability

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Vendor's Work, whether in contract, tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold Vendor harmless against any claims incurred by Vendor arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred

therein. Vendor's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to Vendor during the six (6) month period prior to the date the claim arises.

Assignment

Customer will not assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties here to, together with their respective legal representatives, successors, and assigns, as permitted herein.

Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator as appointed by the Vendor. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of India. The arbitration will be held in Gurgaon. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties here to.

Contact Information

For any technical support/assistance the Customer may contact
Write to us at: info@inpage.com