

[DRAFT FOR DEVELOPEMENT INTEGRATION ONLY]

BUSINESS MAIL SOLUTION AGREEMENT

This Business Mail Solution Agreement ("**Agreement**") is made on this ____ day of _____ 201_ at Mumbai

BETWEEN

MACGREGOR TECHNOLOGY PRIVATE LIMITED a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 809, Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai- 400001, India and hereinafter referred to as "**Macgregor**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean its successors and assigns) of the One Part;

AND

_____ a company incorporated under the provisions of the Companies Act, 1956 having its registered office at _____ India and hereinafter referred to as the "**Customer**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean its successors and assigns) of the Other Part.

Macgregor and the Customer are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

WHEREAS:

The Customer has expressed its interest to obtain from Macgregor the Business Mail Solution for the business operations of the Customer and for such reason the Parties have decided to enter into this Agreement to specify the rights and obligations of the Parties.

NOW THEREFORE in consideration of the mutual agreements, and other premises set forth herein, it is agreed by and between the Parties hereto as follows:

SCOPE

1. Macgregor will provide the Customer with a Business Mail Solution for the following Internet Domain Name:
 - a. _____
2. Macgregor shall provide the Customer with a control panel where the Customer may create accounts and configure certain features of the Business Mail Solution.
3. Macgregor shall provide transparent real-time archiving of all incoming and outgoing emails for email addresses set for archive. The archive will be accessible via a web interface and no email may be deleted or modified by any user once in archive.
4. Macgregor will provide technical support to the Customer.

TERM

5. The term of this Agreement ("**Term**") shall take effect on the date of execution hereof and shall continue, unless sooner terminated as provided herein.

PAYMENT TERMS

6. The Customer shall pay Macgregor for providing the Business Mail Solution consideration ("**Fees**") (exclusive of all applicable taxes) as specified below:
 - a. A quarterly fee of INR _____ /- for the Business Mail Solution. This includes INR _____ /- for the archive. The invoice for this fee will be raised quarterly and cannot be cancelled and refunded during the billing period (a quarter).

TAXATION

7. It is agreed that the Customer shall bear all applicable taxes (Service Tax etc.) duties, levies and charges. Any deductions by the the Customer other than statutory deductions under the Income Tax Act, 1961 should be informed to Macgregor reasonably in advance. TDS certificate on account of withholding tax under the Income Tax Act, 1961 should be issued within 30 days of the deduction of tax.

RESPONSIBILITY OF THE CUSTOMER

8. The Customer agrees to comply with the following:
 - a. The Customer will use compatible clients with the Business Mail Solution, such as Outlook, Mac Mail or Google Chrome.

- b. The Customer shall use the Business Mail Solution for their internal business purposes only.
- c. The Customer is solely responsible for the data sent and received via Mail Transfer Agents.
- d. The Customer is solely responsible for keeping any credentials to the Business Mail Solution safely such that they may be only used by the Customer.
- e. The Customer shall not give access to the Business Mail Solution to any individual below the age of eighteen (18).
- f. Usage of Business Mail Solution and data transmitted must comply with the Acceptable Use Policy, and the law.

ACCEPTABLE USE POLICY

- 9. The Customer may use the Business Mail Solution herein only for lawful purposes. The Customer may not use the Business Mail Solution herein in any way:
 - a. That breaches any applicable local, national or international law or regulation.
 - b. That is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
 - c. That may harm or attempt to harm minors in any way.
 - d. To transmit or receive any material that is offensive, obscene, threatening, harassing, libelous, defamatory.
 - e. To transmit or receive any material that is in any way a violation of intellectual property law or a third party's intellectual property rights.
 - f. To prepare and / or distributed unsolicited, spam or phishing emails.
 - g. To not use or access third party mailing lists in connection with distributing unsolicited emails.
 - h. To send emails indiscriminately.
 - i. To transmit, or procure the sending of, any unsolicited advertising or promotional material or any other form of similar solicitation (spam).
 - j. To knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
 - k. To transmit any content or data that is likely to deceive any person.

LIMITATION OF LIABILITY

10. Except to the extent required by applicable law, in no event will Macgregor be liable on any legal theory for any special, incidental, consequential, punitive or exemplary damages arising out of this Agreement.
11. Except to the extent required by applicable law, under no circumstances and under no legal theory, tort, contract, or otherwise, shall Macgregor or any of its underlying service providers, business partners, information providers, account providers, licensors, directors, employees, distributors or agents be liable to the Customer or any third party for any damages, whether direct, indirect, special, incidental, cover, reliance or consequential damages, even if Macgregor shall have been informed of the possibility of such damages, or for any claim by any other party.

INDEMNITY

12. The Customer shall indemnify and hold harmless Macgregor, its employees, directors, officers, agents for all damages, costs and expenses, including, without limitation, attorneys' fees, arising from any claims arising as a result of the Customer not meeting their obligations and responsibilities as specified in this Agreement.

CONFIDENTIALITY AND USE OF INFORMATION

13. Each Party shall treat as confidential information consisting of certain specifications, designs, plans, drawings, software, code, data, prototypes, or other business and/or technical information, methodologies, know-how, processes, development & work, business and marketing plans/information, customer names, customer information, price list, quotations, past or future prices, negotiations on prices and any financial (including price and terms and conditions) and all copies and derivatives containing such information, required under this Agreement which a Party considers proprietary or confidential ("**Confidential Information**"). The Confidential Information may be in any form or medium, tangible or intangible, and may be communicated in writing, orally, or through visual observation. Confidential Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary when disclosed to the receiving Party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving Party within thirty (30) days of the initial disclosure.
14. The foregoing restrictions on each Party's use or disclosure of Confidential information shall not apply to Confidential Information that the receiving Party can demonstrate:
 - a. was independently developed by or for the receiving party without reference to the information, or was received without restrictions; or
 - b. has become generally available to the public without breach of confidentiality obligations of the receiving party; or
 - c. was in the receiving Party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
 - d. is the subject of a subpoena or other legal demand for disclosure; provided, however, that the receiving Party has given the disclosing Party prompt notice of such demand for disclosure and the receiving Party reasonably cooperates with the disclosing Party's efforts to secure an appropriate protective order.

15. As between the Parties, all Confidential Information shall remain the property of the disclosing Party. By disclosing Confidential Information or executing this Agreement, the disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, trade secret or any other intellectual property right.

FORCE MAJEURE

16. Neither Party is liable for damages arising from non performance of the obligations under this Agreement due to fire, explosion, strikes or labour disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, trade embargoes, acts or omissions of communications carriers or governmental regulatory authorities or agencies.
17. If a Party is affected by the force majeure event the affected Party shall promptly notify the other party in writing of the occurrence of the force majeure event (and the likely duration of the impact or delay caused by the force majeure event) and the performance of its obligations shall be suspended during the period that the said circumstances persist and the affected Party shall be granted an extension of time for performance equal to the period of delay attributable to the force majeure event.
18. If a Party's performance of the obligations are suspended due to an occurrence of a force majeure event for a period beyond ninety (90) days, the other Party may terminate this Agreement without incurring any cancellation charges except that the Customer shall continue to have to obligation to pay Macgregor for the services provided up to the date of termination of this agreement.

SEVERABILITY

19. If any portion of this Agreement is found to be invalid or unenforceable, the Parties agree that the remaining portion(s) shall remain in effect. The Parties further agree that in the event such invalid or unenforceable portion is an essential part of this agreement, they will immediately begin negotiations for a replacement.

INDEPENDENT CONTRACTORS

20. The relationship between Macgregor and the Customer is that of independent contractors. Neither Party to this agreement shall hold itself out as an employee, agent, partner, franchisee, or joint venture partner.

NON-WAIVER

21. No cause of dealing, course of performance or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of any such term, right or condition.

SECTION HEADINGS

22. The section headings in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

TERMINATION OF AGREEMENT

23. Either Party may terminate this Agreement immediately, on twenty-four (24) hours written notice, if the other Party files a petition for bankruptcy, or makes a general assignment for the benefit of creditors, or becomes insolvent, or is otherwise unable to meet its business obligations for a period of three (3) consecutive months.
24. Either Party may terminate this Agreement on fifteen (15) days written notice, if the other Party breaches any of its obligations assumed hereunder and fails to cure the breach within thirty (30) days from the receipt of written notice from the aggrieved Party.
25. Macgregor may terminate this Agreement with 30 (thirty) days written notice with or without cause. Macgregor shall have no liability to the Customer or any third party because of such termination.
26. The Customer may terminate this Agreement with 30 (thirty) days written notice with or without cause.
27. Upon termination of this Agreement, the Customer shall forthwith cease to use the Business Mail Solution.
28. Upon expiry, termination or cancellation of this Agreement, the provisions of clauses with section headings Limitation Of Liability, Indemnity, Confidentiality And Use Of Information (that is clauses 10 to 15) shall remain in full force and effect, surviving such expiry or termination or cancellation of this Agreement.

RECONCILIATION AND ARBITRATION

29. Any disagreement, dispute, controversy or claim arising under or relating to this Agreement or the breach, interpretation, termination or validity thereof (a "Dispute") shall be resolved by the Parties hereto in the first instance amicably. If amicable settlement cannot be reached within 30 days, following written notice by one of such Parties to the other of the existence of any such Dispute, the matter under Dispute will be referred to binding arbitration in Mumbai, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (Arbitration Act) to a Tribunal consisting of 3 Arbitrators. One arbitrator each will be appointed by Macgregor and the Customer respectively and the third arbitrator will be nominated by mutual agreement and in the event of non-agreement the third arbitrator will be appointed in accordance with the provisions of the said Arbitration Act.
30. The arbitration proceedings shall be conducted in English language.
31. Continuing obligation: The existence of any dispute, controversy or claim or the fact that arbitration is pending hereunder, shall not relieve any of the parties of its obligations under this Agreement.

GOVERNING LAWS

32. This agreement shall be governed by and construed in accordance with the laws of India and both parties hereby submit to the jurisdiction of the courts situated at Mumbai.

ENTIRE AGREEMENT

33. Terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the

Parties with respect to the subject matter of this Agreement. There are no understandings and representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the other Party, and no changes or additions shall be binding upon either Party unless signed by its authorised representative.

GENERAL

34. Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorised representative of both Parties.
35. This Agreement and all attachments/annexure incorporated herein by reference constitutes the whole of the agreement and understanding between the Parties with respect to the subject matter hereof and representations and agreements not expressly contained herein or incorporated herein by reference is not binding upon the Parties as conditions warranties or otherwise.
36. A notice, approval, consent or other communication in connection with this Agreement must be in writing and sent by mail to the other Party at the address shown on the front page of this Agreement, or if the addressee notifies another address, then to that address. A notice, approval, consent or other communication takes effect from the time it is received.
37. A notice, consent, request or any other communication is deemed to be received:
 - a. if by delivery, when it is delivered; and
 - b. if a letter, five days after posting.
38. Nothing in this Agreement shall confer any rights or benefits on any persons other than the parties and their successors and assigns.
39. Either Party will not solicit or employ any person employed by the other Party for direct or indirect employment, without the prior written consent of the respective employer.

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorised representatives to execute this Agreement on the day and year first before written.

SIGNED BY the within named Macgregor,)
MACGREGOR TECHNOLOGY PRIVATE)
LIMITED)

By: Mr. Jehangir Taleyarkhan)
Designation: Director)

SIGNED BY the within named Customer ,)

)

By:)

Designation:)