**LICENSE AGREEMENT**

The legal agreements set out below are between you and InnovAccer management private limited and/or InnovAccer Inc. (singularly or plurally referred to as “INNOVACCER") and govern your use of the datashop platform (the “DATASHOP”). To agree to these terms, click "agree" if you do not agree to these terms, do not click "agree," and do not use the DATASHOP. This agreement applies without prejudice to software/platform licenses that you may have entered into, such as for the use of the data mining, data standardization, data visualization, big data analytics, statistical analysis, technology implementation and other products exclusively or non-exclusively owned/licensed to INNOVACCER.

For more information about our products and services, please visit <http://www.innovaccer.com>

**DATA**

Your Collaborator <collaborator-name> has shared legal rights to use ‘<database display name>’ in part with you. You agree to comply with terms of use of DATASHOP, available at <terms-of-use-link>.

The Rights defined in this agreement are limited to a part of ‘<database display name>’ and the part of this dataset is defined by applying these filters to the dataset:

<filters>

**CONTENT AND DATA**

INNOVACCER reserves the right to change content options (including eligibility for particular features) without notice. Although, You will receive regular updates from INNOVACCER if changes to Data that You subscribed for has been changed within reasonable time.

INNOVACCER maintains several checks and balances to validate the accuracy and correctness of all content and data on DATASHOP. Although, INNOVACCER does not take any liability or warranty of any content or data provided to You.

**USE OF SUBSCRIBED CONTENT**

You agree that the INNOVACCER Products are provided to you by way of a license only. Service and certain INNOVACCER Products include a security technology that limits your use of INNOVACCER Platforms and that, whether or not INNOVACCER Plaforms are limited by security technology, you shall use INNOVACCER Products in compliance with the applicable usage rules established by INNOVACCER and its licensors (“Usage Rules”), and that any other use of the INNOVACCER Products may constitute a copyright infringement. Any security technology is an inseparable part of the INNOVACCER Products. INNOVACCER reserves the right to modify the Usage Rules at any time. You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to such Usage Rules for any reason—or to attempt or assist another person to do so. Usage Rules may be controlled and monitored by INNOVACCER for compliance purposes, and INNOVACCER reserves the right to enforce the Usage Rules without notice to you. You agree not to access the INNOVACCER Service by any means other than through medium that is provided by INNOVACCER for accessing the INNOVACCER Service. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the INNOVACCER Service. Violations of system or network security may result in civil or criminal liability.

**DATA LICENSE**

Any data or content you obtain from DATASHOP with or without a subscription plan is Intellectual Property of INNOVACCER. You are granted a non-exclusive, non-transferable worldwide license to use data or content for personal, research, and/or non-commercial use until the term of the subscription. In cases of data or content obtained by You without subscription by fair means within the limitation of Usage Rights, the term of your license to use data or content for personal, research, and/or non-commercial use is perpetual.

**BUNDLED SERVICES**

INNOVACCER provides analytical services at a fixed maximum monetary value on few subscription plans to its users along with the data. If You subscribe to any of the subscription plans offering analytical services at a fixed maximum monetary value, You agree that InnovAccer has a discretion to decide monetary value of services based on your service request. You also agree that InnovAccer shall not be liable to offer You services beyond the maximum monetary value included in the plan you subscribed to.

**ATTRIBUTION**

You agree to provide INNOVACCER with fair and fully disclosed attribution to INNOVACCER wherever you use this data for research, publication, or any other public purposes. One of the standard citation formats is given below:

“<database name>”, *DATASHOP powered by INNOVACCER*, available at <database-description-url>, downloaded on <download-date>, last updated on <last-update-date>.

<if attribution is not NULL THEN>

INNOVACCER provides full disclosed attribution to organization from wherein this data is sourced below:

Attribution: <attribution-text>

<end if>

**INTELLECTUAL PROPERTY**

You agree that the Service, including but not limited to INNOVACCER Products, graphics, user interface, reports, analysis, research, output, data generated, derivative work, audio clips, video clips, editorial content, and the scripts and software used to implement the Service, contains proprietary information and material that is owned by INNOVACCER and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Platform in compliance with this Agreement. No portion of the Platform may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Platform in any manner, and you shall not exploit the Platform in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this Agreement, INNOVACCER and its licensors reserve the right to change, suspend, remove, or disable access to any INNOVACCER Products, content, or other materials comprising a part of the Service at any time without notice. In no event will INNOVACCER be liable for making these changes. INNOVACCER may also impose limits on the use of or access to certain features or portions of the Platform, in any case and without notice or liability.

All copyrights in and to the Platform, including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by INNOVACCER and/or its licensors, who reserve all their rights in law and equity. THE USE OF THE SOFTWARE OR ANY PART OF THE PLATFORM, EXCEPT FOR USE OF THE PLATFORM AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

INNOVACCER, the INNOVACCER logo, INNOVACCER, and other INNOVACCER trademarks, service marks, graphics, and logos used in connection with the Platform are trademarks or registered trademarks of InnovAccer Management Private Limited in India or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Platform may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

**TERMINATION**

If you fail, or INNOVACCER suspects that you have failed, to comply with any of the provisions of this Agreement, INNOVACCER, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the Platform (or any part thereof).

INNOVACCER reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time with or without notice to you, and INNOVACCER will not be liable to you or to any third party should it exercise such rights.

**DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION**

INNOVACCER does not guarantee, represent, or warrant that your use of the INNOVACCER service will be uninterrupted or error-free, and you agree that from time to time INNOVACCER may remove the INNOVACCER service for indefinite periods of time, or cancel the INNOVACCER service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the INNOVACCER service is at your sole risk. The INNOVACCER service and all products and services delivered to you through the INNOVACCER service are (except as expressly stated by INNOVACCER) provided "as is" and "as available" for your use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Because some jurisdictions do not allow the exclusion of implied warranties, the above exclusion of implied warranties may not apply to you.

In no case shall INNOVACCER, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of the INNOVACCER service or for any other claim related in any way to your use of the INNOVACCER service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content (or product) posted, transmitted, or otherwise made available via the INNOVACCER service/DATASHOP, even if advised of their possibility. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, INNOVACCER’s liability shall be limited to the extent permitted by law.

INNOVACCER shall use reasonable efforts to protect information submitted by you in connection with the INNOVACCER service, but you agree that your submission of such information is at your sole risk, and INNOVACCER hereby disclaims any and all liability to you for any loss or liability relating to such information in any way.

INNOVACCER does not represent or guarantee that the INNOVACCER service will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and INNOVACCER disclaims any liability relating thereto. Some INNOVACCER products can be downloaded only once; after being downloaded, they cannot be replaced if lost for any reason. You shall be responsible for backing up your own system, including any INNOVACCER products purchased or rented from the INNOVACCER store.

**WAIVER AND INDEMNITY**

By using the INNOVACCER service, you agree, to the extent permitted by law, to indemnify and hold INNOVACCER, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this agreement, your use of the INNOVACCER service, or any action taken by INNOVACCER as part of its investigation of a suspected violation of this agreement or as a result of its finding or decision that a violation of this agreement has occurred. This means that you cannot sue or recover any damages from INNOVACCER, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the INNOVACCER/DATASHOP service, or to take any other action during the investigation of a suspected violation or as a result of INNOVACCER’s conclusion that a violation of this agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this agreement.

**CHANGES**

INNOVACCER reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the INNOVACCER Service will be deemed acceptance thereof.

**MISCELLANEOUS**

This Agreement constitutes the entire agreement between you and INNOVACCER and governs your use of the Service, superseding any prior agreements between you and INNOVACCER. You also may be subject to additional terms and conditions that may apply when you use affiliate services, certain INNOVACCER Products, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. INNOVACCER’ failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. INNOVACCER will not be responsible for failures to fulfill any obligations due to causes beyond its control.

The Service is operated by INNOVACCER from its offices in India. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service. All transactions on the Service are governed by Indian law, without giving effect to its conflict of law provisions. Your use of the Service may also be subject to other laws. You expressly agree that exclusive jurisdiction for any claim or dispute with INNOVACCER or relating in any way to your use of the Service resides in the courts of India. No INNOVACCER employee or agent has the authority to vary this Agreement.

INNOVACCER may notify you with respect to the Service by sending an email message to your Account email address or a letter via postal mail to your Account mailing address, or by a posting on the Service. Notices shall become effective immediately.

INNOVACCER reserves the right to take steps INNOVACCER believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that INNOVACCER has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as INNOVACCER believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to INNOVACCER’ right to cooperate with any legal process relating to your use of the Service and/or INNOVACCER Products, and/or a third-party claim that your use of the Service and/or INNOVACCER Products is unlawful and/or infringes such third party's rights).

**General**

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and INNOVACCER and you shall have no authority to bind INNOVACCER in any manner whatsoever.

Except as explicitly stated otherwise, any notices shall be given by postal mail on behalf of INNOVACCER to **InnovAccer Management Private Limited** **Attn: Legal Department, (D-66 First Floor Sector 63, Noida, UP, India - 201301)** or to the email address you provide to us during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to us during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

If any clause of the User Agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the User Agreement.

This Agreement sets forth the entire understanding and agreement between You and INNOVACCER with respect to the subject matter hereof. In INNOVACCER’s sole discretion, INNOVACCER may transfer its rights and obligations (also known as “assign”) under this Agreement without your prior express consent, provided that INNOVACCER assigns the Agreement on the same terms or terms that are no less advantageous to You.

**Grievance Officer**:

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer is published on the Website.

**ARBITRATION**

If any dispute arises between you and INNOVACCER during your use of the Website or Paypal or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement, Paypal User Agreement or the documents they incorporates by reference, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party identified by INNOVACCER. The place of arbitration shall be Delhi. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language.

**SEVERABILITY**

If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

**GOVERNING LAW**

The User Agreement, Paypal User Agreement or the documents they incorporates by reference shall be governed and construed in accordance with the laws of India.

**This document is an electronic record in terms of Information Technology Act, 2000 and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.**