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## Master Services & Licensing Agreement

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THIS MASTER SERVICES & LICENSING AGREEMENT (this “Agreement”) is incorporated into and becomes part of the Statement of Work (“SOW”) executed by you (“Client”) and by PALPORTALS with its office at B5, 501 Kumar Primavera, Pune - 411014, Maharashtra, India, and is made effective as of the date Client executes the SOW.

## AGREEMENT

In consideration of the mutual covenants that are contained in the SOW and this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### SCOPE OF SERVICES

During the Term (defined below) of this Agreement, PALPortals shall provide services as described in the SOW (the “Services”). Services shall include the creation and delivery of any applicable deliverables as may be described in the SOW (“Deliverables”). The SOW shall be binding on both parties only if and when it is signed by both parties. Unless otherwise agreed in the SOW, PALPortals shall furnish or provide all personnel and all of the materials and all other items necessary to provide the Services. In the event of any conflict or inconsistency between the terms and conditions in the body of this Agreement and the SOW, the terms in this Agreement will govern. In the event that Client or PALPortals requests any material modifications to the SOW, Client and PALPortals may negotiate a change request form (the “Change Order”). Change Orders will not be binding unless signed by authorized representatives of both parties.

### LICENSE

PALPortals hereby grants a limited, non-exclusive license or licenses to the Client to access and use the PALPortals Intranet Portal and any associated add-ons (the “Application”) during the Term (defined below) of this Agreement. PALPortals remains the owner of all rights, titles, and interests in the Application and reserves all rights in the Application not expressly granted to Client. Client shall not (i) work around any technical limitations in the Application, (ii) reverse engineer, decompile, or disassemble the Application; (iii) make or utilize more copies of the Application than specified in the SOW; (iv) publish or otherwise make the Application available for others to use or copy; or (v) assign, rent, lease, lend, license, sub-license, or sell the Application.

### TERM.

The term of this Agreement shall commence as of the Effective Date hereof and shall continue in full force and effect from month-to-month (the “Term”), unless terminated in accordance with Section [“TERMINATION”](#).

### COMPENSATION.

All sums due to PALPortals under this Agreement shall be paid by Client in accordance with the SOW. Client will provide PALPortals with a current, valid, accepted method of payment, which may

be updated from time to time ("Payment Method") and PALPortals will bill the compensation owed by Client to such Payment Method on a monthly basis, on the calendar day corresponding to the Effective Date of this Agreement. (In the event that Client's payment day is a day not contained in a given month, PALPortals may bill Client's Payment Method on such other day as it deems appropriate. For example, if Client's payment day is the 31st of the month, PALPortals may bill Client's Payment Method on the last day of any month having fewer than 31 days.) Costs and expenses (collectively "Expenses") incurred by PALPortals in connection with performance of Services will not be reimbursed by Client unless (i) such Expenses are pre-approved in writing by an authorized representative of Client and (ii) PALPortals submits receipts for each such Expense.

## **WARRANTIES**

PALPortals hereby warrants and represents that: (i) PALPortals shall perform all of the Services in a timely, professional and workmanlike manner and in accordance with industry standards; (ii) the Application will not use or embody or violate or infringe upon any patent, copyright, trademark, trade secret, or other intellectual property, contractual, employment, or confidentiality right of a third party; and (iii) neither PALPortals's grant of the rights or licenses hereunder nor its performance of any Services under this Agreement does or at any time will: (a) conflict with or violate any applicable law or regulation; (b) require the consent, approval, or authorization of any governmental or regulatory authority or other third party; or (c) require the provision of any payment or other consideration by Client to any third party.

## **DISCLAIMER OF WARRANTIES**

OTHER THAN AS SPECIFICALLY REPRESENTED AND WARRANTED IN SECTION 5, PALPORTALS'S SERVICES AND APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. PALPORTALS DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT CLIENT'S USE OF THE PALPORTALS SERVICE OR APPLICATION WILL BE ERROR-FREE.

## **LIMITATION OF LIABILITY**

### **Disclaimer of Certain Damages**

CLIENT ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH PALPORTALS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY PALPORTALS OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED BY PALPORTALS OR CLIENT'S USE OF THE APPLICATION. ACCORDINGLY, CLIENT AGREES THAT PALPORTALS SHALL NOT BE RESPONSIBLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS-OF-PROFIT, LOST SAVINGS, INDIRECT, INCIDENTAL,

SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES OR THE LICENSING OR USE OF THE APPLICATION.

### Maximum Liability

The maximum liability of PALPortals to any person, firm, corporation, or other entity in connection PALPortals's Services and/or in connection with any license, use, or employment of the Application, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed (individually or in combination) the actual price paid to PALPortals by Client under this Agreement. The essential purpose of this provision is to limit the potential liability of PALPortals arising out of this Agreement, its provision of Services, and use of the Application. The parties acknowledge that the limitations set forth in this paragraph are integral to the amount of consideration paid herein and that were PALPortals to assume any further liability other than set forth herein, such consideration would have necessity be set substantially higher.

### TERMINATION

This Agreement and the associated SOW may be terminated (i) by either party upon the failure of the other party to perform any of its material obligations hereunder which has not been cured within thirty (30) days following written of such failure, or (ii) the filing by or against any party of a petition for bankruptcy or for relief from creditors under any equivalent state law or regulation. Client remains liable to PALPortals for any sums due to PALPortals at the time of termination. All sums paid to PALPortals are fully earned by PALPortals upon receipt and are nonrefundable. Upon termination by Client, Client will be entitled to use the Application and to receive such Services as have been paid for through the end of the final payment month and shall, at the end of such time, cease use of the Application and return to PALPortals any and all copies of the Application. The following sections of this Agreement will survive termination of this Agreement for any of the following reason:

- [WARRANTIES](#)
- [DISCLAIMER OF WARRANTIES](#)
- [LIMITATION OF LIABILITY](#)
- [TERMINATION](#)
- [INFORMATION SUBMITTED BY CLIENT](#)
- [CONFIDENTIAL INFORMATION AND DATA SECURITY](#)
- [NOTICES](#)
- [WAIVER](#)
- [SEVERABILITY](#)
- [CHOICE OF LAW; FORUM SELECTION CLAUSE](#)

- [ENTIRE AGREEMENT / MISC](#)

## INDEPENDENT CONTRACTOR STATUS

PALPortals is engaged as an independent contractor and shall be solely responsible for full compliance with all laws and regulations applicable to PALPortals, including, without limitation, state and federal taxes applicable to this Agreement (including payroll taxes), unemployment insurance and other insurance applicable to its obligations as an employer. The relationship created by this Agreement is that of independent contractors, and nothing herein shall be deemed to create any partnership, joint venture, employment, agency or other relationship.

## INFORMATION SUBMITTED BY CLIENT

Except as provided in Section 11 below, PALPortals has all rights, title, and interest to use any comments, information, ideas, concepts, reviews, techniques, or any other material contained in any communication Client sends to PALPortals ("Feedback"), including responses to questionnaires or postings to the PALPortals website or user interfaces, worldwide and in perpetuity without compensation, acknowledgement, or payment to Client for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products and creating, modifying, or improving the PALPortals Service. Client hereby grants PALPortals an unrestricted, royalty-free, perpetual, irrevocable license to make, have made, use, market, import, distribute, copy, modify, prepare derivative works, perform, display, disclose, sublicense and otherwise exploit the Feedback. Client hereby irrevocably waives all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Feedback may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, in respect of all works created in the course of providing the Services, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under statutory, common or any other law.

## CONFIDENTIAL INFORMATION AND DATA SECURITY

### Obligations

During the Term, PALPortals and its Representatives may gain access or be exposed to Client Data and other certain confidential and proprietary information relating to Client or the business of one or more Client affiliates or subsidiaries (collectively, "Confidential Information"). PALPortals shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.

### Compelled Disclosures

If PALPortals or any of its Representatives is compelled by applicable law to disclose any Confidential Information, then, to the extent permitted by applicable law, PALPortals shall promptly, and prior to such disclosure, notify Client in writing of such requirement so that Client can seek a protective order or other remedy. No such compelled disclosure by PALPortals will otherwise affect PALPortals's obligations hereunder with respect to the Confidential Information so disclosed.

#### **EFFECT OF AGREEMENT/ASSIGNMENT**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted successors and assigns; provided, however, that this Agreement may not be assigned by either party, nor may either party's duties hereunder be delegated, without the prior written consent of the other party. Any purported transfer in violation of this section will be void.

#### **FORCE MAJEURE EVENT**

The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of an act of God, strike, labor dispute, war, fire, flood, earthquake, act of public enemies, acts of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party (a "Force Majeure Event").

#### **NOTICES**

All notices pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery, including delivery by a recognized courier service, or by certified or registered mail, return receipt requested, postage prepaid by mail, addressed to the address set forth herein, or email to the authorized representative designated by the party to which the notice is sent, provided that the intended recipient acknowledges receipt via return email. All notices shall be deemed delivered either upon actual receipt thereof if personally delivered, or, if mailed, on the third day following deposit as provided above.

#### **WAIVER**

No course of dealing or delay by either party will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

#### **SEVERABILITY**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this

Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

#### **ENTIRE AGREEMENT / MISC**

This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and shall override, supersede and replace any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof, between PALPortals and Client. This Agreement shall also override and supersede in its entirety PALPortals's standard purchase order and any other terms. This Agreement may not be modified, altered or amended except by a written instrument signed by both parties.