

HRMANTRA General Terms and Conditions for Software Integration Certification

1. APPLICATION OF THESE GENERAL TERMS AND CONDITIONS

- 1.1** In every contractual relationship in which HRMANTRA provides to a software vendor, whose software solutions integrate with HRMANTRA Software (herein: "Vendor") any service through the HRMANTRA Integration Center, only these General Terms and Conditions ("GTCs") and HRMANTRA's service offer to Vendor referring to these GTCs (together referenced herein: "Contract") shall apply.
- 1.2** These GTCs apply to all of the Software Integration Scenarios listed at www.hrmantra.com.
- 1.3** No conflicting or other provision, notably any provision in Vendor's general terms and conditions, shall become part of the Contract, even if such conditions are appended to Vendor's order and HRMANTRA performs the order without expressly rejecting such conditions.
- 1.4** The following expressions used in these GTCs are defined as follows:
- (a) Affiliate means any legal entity that is affiliated with Vendor.
 - (b) HRMANTRA Software means the proprietary HRMANTRA solution expressly named in the Contract. The HRMANTRA Software also includes the HRMANTRA Interface.
 - (c) HRMANTRA Interface means an HRMANTRA Software interface(s) released by HRMANTRA that allow data access or exchange between the Vendor Solution and the HRMANTRA Software via the Vendor's interface.
 - (d) Vendor Solution means Vendor's software product that is named in the Contract and that integrates with the HRMANTRA Software via Vendor's interface in accordance with the applicable Integration Scenario.
 - (e) Integration Scenario means the relevant scenarios and specifications, as described in more detail in the Contract and and/or the provided HRMANTRA documentation.
 - (f) HRMANTRA Sample Code means the proprietary sample code provided to Vendor during the course of the Agreement solely for studying and testing purposes.
 - (g) Confidential Information means information that is disclosed or otherwise obtained under the Contract, provided that the information is marked as confidential. Information that is transmitted orally shall be treated as Confidential Information after the receipt of written notice to that effect from the disclosing party, provided that such notice is received within thirty (30) days of such oral disclosure. In addition, information of HRMANTRA including know-how, business models, processes, techniques and concepts, information on customers and partners, information on any third-party software used, flow charts, documentations and product specifications, as well as the conditions of the Service Offer and all agreements relating thereto, are understood to constitute Confidential Information of HRMANTRA without regard to the marking requirements above.

2. PRE-CONTRACTUAL OBLIGATIONS; CONTRACT CONCLUSION; WRITTEN FORM

- 2.1** These GTCs apply also to pre-contractual relations between HRMANTRA and Vendor. All works and services provided by HRMANTRA to Vendor before execution of the Contract (examples: proposals, test programs, designs) are the property of HRMANTRA (see § 8) and Vendor must not copy them or make them accessible to third parties. If no Contract is concluded, they must be returned or deleted, and Vendor must, not later than the time the parties fail to conclude a contract, cease and desist from using them.
- 2.2** The certification offered under the Contract does not refer to the quality of the Vendor Solution. The certification refers only to the respective Integration Scenario and to the verification of the compliance of the Vendor Solution with the Integration Scenario.

- 23** Except otherwise provided in the offer, HRMANTRA's offer is open for acceptance for a period of four weeks.
- 24** The conclusion of the Contract and every subsequent amendment, supplement, termination, notice of default, or deadline notices are only valid if made in writing. The foregoing provision also applies to any waiver of the written-form requirement. There are no collateral agreements.
- 25** Where in any part of the Contract written form is required, that requirement can be met by r exchange of letters, or as otherwise expressly agreed in the Contract.
- 26** Unless it is expressly confirmed in writing by HRMANTRA, no communication of any kind may be construed as imposing on HRMANTRA any other or further responsibilities or commitments than is set forth in these GTCs or elsewhere in the Contract. Guarantees are effective only if expressly confirmed in writing by a senior officer of HRMANTRA.

3. CONTRACTUAL OBLIGATIONS; LIMITED TIME FOR PERFORMANCE

- 31** Except to the extent this would result in unreasonable exposure for the Vendor, any deadlines issued by Vendor – whether pursuant to law or the Contract – shall not be less than 12 working days.
- 32** Vendor is only entitled to reject any Contract works or services and to be released from the Contract (for example, by rescission or termination) after setting a deadline, and/or claiming damages in lieu of delivery, if HRMANTRA fails to comply with deadlines as set forth in the Vendor's notice of default and such notice contained the threat to reject of any Contract works or services in case of failure to comply with deadlines. After a deadline which was set in accordance with sentence 1 expires, HRMANTRA is entitled to give notice to Vendor requiring that any remedies arising out of the expiration be exercised within two weeks of receipt of the notice. Any works and services that have already been provided or performed will be invoiced in accordance with these GTCs, in particular § 6. § 11 applies to claims for damages.

4. PROVISION OF WORKS AND SERVICES

- 41** The Contract defines the scope of the works and services. HRMANTRA undertakes to deliver the Contract works and services subject to the best appropriate technology available at time of Contract execution. This is subject to the proper cooperation from Vendor (see § 5).
- 42** HRMANTRA is responsible for:
- (a) Providing to Vendor the appropriate documentation specific to the Integration Scenario and/or the relevant test plan / integration guide
 - (b) Providing the relevant technical HRMANTRA environment required to test the Vendor's interface at one of the HRMANTRA Integration Centers, only where
 - (c) technically feasible in a hosted, shared environment as provided by HRMANTRA under the HRMANTRA Service for Vendor after successful conclusion of the integration Certification process, provided Vendor has fulfilled the terms of the Contract.
- 43** Employees which HRMANTRA deploys to perform its duties in the Contract must not be integrated into Vendor's workforce and Vendor has no managerial authority over them. Any instructions given by Vendor must relate to the scope of the works and services in the offer and must be given to HRMANTRA's project coordinator.
- 44** HRMANTRA will decide which employees to use and reserves the right to replace any employee at any time. HRMANTRA may deploy freelance workers and other contractors to perform its duties in the Contract as long as they are subject to confidentiality obligations.
- 45** Deadlines are nonbinding except where HRMANTRA expressly agrees in writing that they are binding. Except in respect of deadlines defined as binding, HRMANTRA will only be in default after a written notice given by Vendor not less than one month after the deadline in question. If HRMANTRA fails to comply with a binding deadline or a written notice by Vendor as described in the foregoing

sentence, Vendor must set a reasonable period of grace, which shall not be shorter than two weeks, giving notice of recession of Contract or termination. After expiration of such period of grace and HRMANTRA's non-performance, Vendor is entitled to rescind or terminate the Contract.

5. VENDOR'S CONTRIBUTIONS

- 5.1** In all phases and for all concerns of the collaboration the parties shall cooperate in a close and reliable manner, and notably a reasonable cooperation of Vendor is required. Vendor must provide free of charge all contributions as required in connection with its performance of its obligations under the Contract, including, for example, providing necessary personnel, work-space, hardware, software, data, and telecommunications facilities, answering questions, and evaluating HRMANTRA's deliverables. To the extent required for the performance of the Contract, Vendor shall grant HRMANTRA direct and remote access to Vendor's hardware and software.
- 5.2** Vendor must nominate in writing in an appendix to the Contract a suitable contact person for HRMANTRA (and qualified subproject leads, if beneficial for the collaboration), and provide HRMANTRA with the contact data (especially an e-mail address and telephone number) at which HRMANTRA can reach each such person or an authorized substitute at all times. The contact person must be in a position to make necessary decisions for Vendor or ensure that they are made without delay. Vendor must inform HRMANTRA promptly of all changes to the contact details in writing.
- 5.3** Vendor is responsible for adapting the Vendor Solution in accordance with the technical and functional requirements of the Integration Scenario and the underlying specific HRMANTRA documentation. Vendor must arrange for provision of all information reasonably requested by HRMANTRA concerning the Vendor Solution and its technical usage scenario in connection with HRMANTRA Software and the corresponding HRMANTRA Interface.
- 5.4** HRMANTRA will determine the place and mode of certification, which may be provided either by tests using Internet collaboration tools or on-site. Vendor must ensure at its own expense that the Vendor Solution and everything required for integration certification testing from Vendor's side is ready and accessible.
- 5.5** Certification services are not provided for custom-tailored or individual solutions, but only for standard solutions generally available in the market. Upon HRMANTRA's request, Vendor will provide evidence that the Vendor Solution is a generally available product and not a custom-tailored solution for a specific customer.
- 5.6** Vendor must promptly notify HRMANTRA of any change in the circumstances on which the Contract or the certification service are based on, if, for example, the Vendor Solution is not generally available, the Vendor Solution is technically modified (in a way that impacts the integration to be tested with HRMANTRA Software), or the name of Vendor or of the Vendor Solution is changed. In such cases recertification is required in accordance with § 7.
- 5.7** With the successful certification as described under § 6, Vendor hereby consents, that HRMANTRA may include Vendor's name, address and company logo, as well as information provided by the Vendor relating to the tested Vendor Solution in a reference list on the respective HRMANTRA Web site, as well as in collateral and advertising material relating to integration certification. HRMANTRA may change the contents or restructure its Web site in its sole discretion, including but not limited the materials on integration certification. HRMANTRA may provide any of its licensees and prospective customers that requests information about the Vendor Solution with the information provided by Vendor (for example, product description and contact details) for that purpose. Vendor may revoke HRMANTRA's right to use Vendor's data as set forth under this § 5 (7) upon thirty (30) days prior written notice. In this case, HRMANTRA is entitled to terminate the Contract with immediate effect.
- 5.8** Vendor must bear all consequences and expenses arising out of its breach of any collaborative duty in this § 5 or elsewhere in the Contract. Notably, Vendor's payment obligation shall still apply in case HRMANTRA cannot properly perform its duties pursuant to Vendor's failure to perform or properly perform its collaborative duties.

6. INTEGRATION CERTIFICATION AND FEES

- 6.1** The Integration Scenario applicable to the certification is described in the Contract. The successfully concluded Integration certification implies that the Vendor Solution meets the specifications defined in the documentation of the Integration Scenario and has been successfully tested by HRMANTRA against them. HRMANTRA's technical integration certification however does not guarantee fault-free operation of the Vendor Solution. Vendor must not make any representation or declaration in that regard.
- 6.2** HRMANTRA reserves the right to determine the sequence of integration certification in the case of multiple applications of different vendors.
- 6.3** Upon successful conclusion of the certification process, Vendor may receive an integration certificate in electronic format from HRMANTRA. The integration certificate is valid worldwide for the duration indicated on the integration certificate and may be used for marketing as such also by Vendor's Affiliates, subject to Vendor ensuring the proper use of the integration certificate according to these GTCs by the Affiliate. HRMANTRA grants Vendor the right to use the integration certificate and the statement contained therein solely for the version of the Vendor Solution stated in the certificate in relation to the specially certified Integration Scenario and solely in connection with the special version of the HRMANTRA Software for advertising and promotion purposes. The entitlement to use a specific integration certificate expires after the term stated on the certificate itself, or when any of the tested software components are no longer in maintenance by Vendor. Vendor may then no longer use the integration certificate in its communication with its clients or other third parties. The HRMANTRA tagline or HRMANTRA logo(s) described in the Contract are to be used in accordance with HRMANTRA's then current trademark license terms and any terms for the usage as part of marketing material. HRMANTRA is entitled to terminate the Contract with immediate effect if Vendor breaches this § 6 (3).
- 6.4** Without prior written consent from HRMANTRA, Vendor is not permitted to render any information concerning HRMANTRA software license terms, HRMANTRA Software, HRMANTRA Interface or any other information related to HRMANTRA products, except as expressly stated in the Contract. Vendor shall refer any customer requiring such information to HRMANTRA. Vendor agrees to obtain HRMANTRA's prior written consent of all statements regarding HRMANTRA itself, HRMANTRA software and HRMANTRA services in conjunction with the subject matter of the Contract. Vendor is entitled to repeat its use of a statement after such statement has been initially approved by HRMANTRA. However, if the content of such an approved statement remains no longer true because of major changes, HRMANTRA may withdraw its approval.
- 6.5** The remuneration is as agreed in the Contract. All prices are subject to statutory GST / sales tax / VAT unless the transaction is exempted. HRMANTRA is entitled to submit invoices for partial performance. The integration certification fee listed in the Contract becomes due when the Contract is signed, and HRMANTRA will invoice Vendor accordingly. Payments are due within 30 days after receipt of invoice. No cash discount shall be granted. HRMANTRA charges interest at the statutory rate of default interest beginning sixteen (16) days after the due date for such payment. Without receiving the payment, HRMANTRA is not under a duty to provide integration certification services and is entitled to refuse to provide works and services until full and final payment.
- 6.6** Unless otherwise stated in the Contract, Vendor must complete the integration certification process for the Vendor Interface within nine (9) months after both parties have signed the Contract, and in case of annual subscriptions within each subsequent Renewal Term. If Vendor fails to do so, the integration certification fee shall not be refunded.

7. RE-CERTIFICATION

- 7.1** Vendor is entitled to use the integration certificate as well as the logo(s) and other rights granted in the Contract only in connection with the version of the Vendor Solution tested during the integration certification process and the version of the HRMANTRA Interface and Integration Scenario respectively. To use the certification statement with further versions, a

new integration certification process ("Re-certification") is required. In the following cases, Vendor must trigger a Re-certification to continue using the certification statement and other rights granted for an existing already certified Vendor Solution:

- (a) Modifications of the HRMANTRA Interface or change to a HRMANTRA Interface version
- (b) Modifications or enhancements to the tested Vendor Solution that affect the Integration Scenario and/or impede an exchange of data with the HRMANTRA Interface
- (c) Change of the name or the labeling of the Vendor Solution
- (d) Change to Vendor's company name
- (e) Expiration of the validity indicated on the integration certificate.

7.2 HRMANTRA will use reasonable efforts to give notification of any modification to an HRMANTRA Interface within a reasonable period soon after it is generally released to HRMANTRA customers. As far as possible, HRMANTRA will provide to Vendor the relevant documentation for any release changes of the HRMANTRA Inter-face by release date.

7.3 There is no obligation on the part of HRMANTRA to offer a re-certification for any particular Integration Scenario and any particular HRMANTRA Interface. HRMANTRA provides the consulting and certification test services for such a Re-certification at HRMANTRA's then current conditions and certification fees. Any additional effort required from HRMANTRA, beyond these services, will be billed at HRMANTRA's then current consulting rates. Necessary or agreed upon travel and subsistence expenses will also be charged on Vendor's account.

8. INTELLECTUAL PROPERTY

8.1 HRMANTRA retains all rights in the HRMANTRA Software, the HRMANTRA Interface, HRMANTRA Confidential Information, HRMANTRA Sample Code, the HRMANTRA documentation, specifications, and Integration Scenarios as well as all associated copies, including patents, trademarks, copyrights and HRMANTRA's trade secrets. This Contract does not grant any rights to Vendor in the HRMANTRA Software, the HRMANTRA Interface, the HRMANTRA Sample Code, the HRMANTRA documentation, or any material provided by HRMANTRA to Vendor under the Contract. Possible updates, replacements, revisions, improvements, enhancements, as well as other adaptations of HRMANTRA's proprietary materials and information, belong to HRMANTRA solely.

8.2 Vendor retains all rights in the Vendor Solution as well as all associated copies, including patents, trademarks, copyrights, and Vendor's trade secrets. All updates, replacements, revisions, improvements, enhancements or other adaptations of the Vendor Solution (except HRMANTRA's proprietary materials and information specified in § 8 (1)) are Vendor's exclusive property.

8.3 Vendor shall not copy, translate, disassemble, decompile, or otherwise change or adapt the HRMANTRA Software, HRMANTRA Interface, the HRMANTRA Sample Code, documentation, literature, HRMANTRA Confidential Information or other HRMANTRA-relevant material. Upon execution of the Service Offer and for the term of the Certification Contract, HRMANTRA grants to Vendor, for the term set forth in the Service Offer, a non-exclusive, non-transferable, non-sublicensable right to use the HRMANTRA Confidential Information provided by HRMANTRA to Vendor under the Certification Contract solely for testing purposes and solely in connection with the certification process described in the Certification Contract.

8.4 HRMANTRA shall not copy, translate, disassemble, decompile, or otherwise change or adapt the Vendor Solution.

8.5 The contracting parties acknowledge the high value of each other's trademarks and service marks, irrespective where those are used or registered. Neither party shall acquire any rights in the trademarks of the other party except it is otherwise expressly provided under the Contract.

9. SUPPORT

9.1 Vendor ensures that it can provide an adequate number of qualified engineers with the appropriate knowledge, trainings and background knowledge to provide appropriate consulting and consulting support. These may become necessary to enable the use of the Vendor Solution in conjunction with the HRMANTRA Software, including version management and the necessary support for a customer migration.

- 9.2** If there is an increasing number of requests for support and service from joint customers, HRMANTRA may require further special test of the Vendor Solution in conjunction with the HRMANTRA Software

and the HRMANTRA Interface. These tests are performed at designated HRMANTRA's facilities, unless otherwise expressly agreed. Vendor will install the Vendor Solution as well as all related and necessary soft- and hardware components and will provide personnel necessary for the tests free of charge.

10. WARRANTY

- 10.1** HRMANTRA will provide the contractual services in a manner that they materially comply with the agreed specifications. HRMANTRA makes no guarantee of any kind regarding the continued compatibility of the HRMANTRA Software and the HRMANTRA Interface with the Vendor Solution.
- 10.2** In case of any defects Vendor shall immediately notify HRMANTRA in writing identifying the defects and giving a precise description of the problem and appropriate information for eliminating the defect.
- 10.3** HRMANTRA will remedy material defects verified by Vendor at HRMANTRA's choice either by providing to Vendor services that are free of defects or, by eliminating the defect. HRMANTRA may also remedy a defect by providing Vendor with a reasonable measure to avoid the effects of a defect. Any Claim of Vendor for compensation of expenses for the remedy of the defect by Vendor itself or Vendor's contractor is excluded. If the remedy finally fails, Vendor may reduce the remuneration or rescind from or terminate the Contract. HRMANTRA undertakes to take over any damage or unavailing anticipatory expenditure caused by a defect subject to the limits of liability in § 11. Other rights in relation to defects are excluded except for the rights in § 10 subparagraph 3.
- 10.4** Except in cases of fraudulent intent, the statute of limitations for claims subject to § 10 subparagraph 1 to 3 shall start not later than one year after acceptance.
- 10.5** If HRMANTRA provides defect identification or elimination services without being under obligation to do so, HRMANTRA is entitled to invoice the costs for such services. This applies especially in cases where a notified defect cannot be verified to exist or where a defect results from a failure by Vendor to properly perform its collaborative duties or where Vendor misuses deliverables or where Vendor fails to use a service offered free of charge by HRMANTRA.
- 10.6** This § 10 does not apply to deliverables that are neither targeted to bringing about a deliverable nor require giving temporary possession of an item or a right. However, in these cases also, Vendor shall give written notice of default to HRMANTRA of a delivery that is not provided or not provided properly and set a deadline during which HRMANTRA has the opportunity to properly provide the deliverable or otherwise remedy the situation.

11. LIABILITY

- 11.1** HRMANTRA shall only be liable for:
- (a) In cases of intent and gross negligence and cases of absence of a quality for which HRMANTRA has accepted to rectify such issues.
 - (b) In cases of slight negligence resulting in breach of a major contractual obligation jeopardizing the purpose of the Contract there shall be no liability for indirect damages, consequential damages, or loss of profit.
- All other liability is excluded. The benefit of the preceding limitations and exclusions of liability extends to HRMANTRA's employees and contractors.
- 11.2** The defense of contributory negligence may be claimed. The limits of liability pursuant to (1) do not apply to liability for personal injury or in cases of fraudulent concealment of a defect or in the event of liability pursuant to the Indian Laws.
- 11.3** Vendor's liability is governed by the statutory provisions. Vendor particularly undertakes to indemnify and hold harmless HRMANTRA and all of HRMANTRA's affiliated companies from any third-party claim asserted against HRMANTRA or any of HRMANTRA's affiliated companies (including litigation costs and reasonable attorneys' fees) resulting from the Vendor Solution or Vendor's interface. Vendor will be responsible and may be held legally liable for any non-compliance and breach of this Agreement by an Affiliate that is marketing the certification. Vendor must ensure that the Affiliate does comply with any provision of

this Agreement that might be applicable for the

marketing of the certification. This shall apply to third party claims of the alleged infringement of a patent, copyright, trademark, trade secret or unfair competition resulting from the Vendor Solution. Any such claim is contingent upon (i) HRMANTRA notifying Vendor promptly of the claim in writing and in full detail, and (ii) HRMANTRA authorizing Vendor to conduct the dispute in and outside court against the third party. Vendor at its expense shall provide HRMANTRA with all reasonable assistance to defend against the claim.

- 114** For all claims against HRMANTRA for damages or reimbursement of expenditures made in vain the statute of limitations shall fall under a period of One year from the time when Vendor first has knowledge of the damage. Irrespective of this knowledge, claims for damages shall fall under the statute of limitations two years from the damaging event. This does not apply to liability for intent or gross negligence, liability for personal injury, or liability under the Indian laws. The statute of limitations for claims for defects in material and title (§10 subparagraph 4) stipulated in deviation there from shall not be affected by the provisions of this paragraph.
- 115** Vendor undertakes to take appropriate steps to safeguard its data and programs, including without limitation making backup copies every day in machine readable form. HRMANTRA shall not be liable for any loss of data or programs where the loss could have been avoided by compliance with this undertaking. In all other respect HRMANTRA's liability for loss of data is subject to the limitations and exclusions in this § 11.

12. CONFIDENTIALITY AND DATA PROTECTION

- 121** The contracting parties undertake to treat as confidential all Confidential Information of the other party they obtained within the performance of the Contract until the information becomes public knowledge.
- 122** Vendor may grant its employees access to Confidential Information that have been entrusted to Vendor by HRMANTRA as part of Contract performance only to the extent necessary for Vendor to exercise its rights granted under the Contract; in all other cases Vendor shall keep secret all Confidential Information of HRMANTRA. Third parties may get access to Confidential Information only with HRMANTRA's prior approval. Vendor shall inform all persons whom it grants access to Confidential Information of HRMANTRA about HRMANTRA's rights in such Confidential Information and their obligation to treat such information confidential and shall bind such persons to compliance with the confidentiality in writing. HRMANTRA shall be permitted to internally use Vendor's Confidential Information disclosed under the Certification Contract as well as any certification results and data for HRMANTRA's business purposes including by HRMANTRA's support and maintenance organization(s) and contractors under an obligation of confidentiality as defined in § 12 (2).
- 123** With respect to the Confidential Information of the other, each Party: (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bonafide individuals whose access is necessary to enable it to exercise its rights hereunder. For the purposes of this section, "Reasonable Steps" means those steps the receiving Party takes to protect its own similar proprietary and Confidential Information, which shall not be less than a reasonable standard of care. Vendor shall store HRMANTRA Confidential Information with due care such as to exclude misuse.
- 124** HRMANTRA reserves the right to enter into relationships or agreements with other third parties regarding products for use in the HRMANTRA environment, including, but not limited to products competitive with Vendor and/or the Vendor Solution, provided however, in no event may Vendor's Confidential Information be used or disclosed in connection with such other projects. HRMANTRA also reserves the right to develop and market products of its own with similar functionality to those of the Vendor Solution without using the Vendor Solution or parts of it.
- 125** It is not a purpose of the Contract that HRMANTRA processes or uses personal data for business purposes. Rather, any transfer of personal data will only take place in exceptional circumstances as an incidental effect of performing contractual duties. In case a party

grants the other part access to its personal data, the parties shall comply with the provisions of the Indian Laws.

13. TERM

- 13.1** The Contract ends at the latest after any of the following cases arises: (i) for one-time Certification Contracts, after expiration of a contractual term of three years after successful initial integration certification, or after not successfully passing the certification tests within the nine months period as set forth under § 6 (6), (ii) in case of Certification Contracts with an annual subscription, this Certification Contract comes into effect with its execution and shall be in effect for an initial 12-month term following contract execution ("Initial Term"). Thereafter it shall automatically renew for subsequent twelve (12) month terms ("Renewal Term") unless terminated with sixty (60) days written notice before the end of the current term. The Certification Contract then ends once all certifications successfully completed under this Certification Contract are no longer valid as per the date noted on the integration certificate, or (iii) HRMANTRA withdraws the relevant HRMANTRA Interface(s) from official standard maintenance, or (iv) HRMANTRA no longer supports the Integration Scenario or (v) termination of this Certification Contract as permitted under this §13 (1), § 13 (2), and § 13 (3) and § 14 (7). Ordinary (partial) termination of the Certification Contract is excluded during the Initial Term or any Renewal Term.
- 13.2** The right to termination for good cause shall not be affected. It is permissible only after it has been fruitlessly threatened in writing with a reasonable time limit, stating reasons for the termination, unless the cause of termination cannot be subsequently remedied.
- 13.3** A good cause for termination for HRMANTRA exists in particular (i) when Vendor is in default of payments of the incidental fees, or (ii) if Vendor materially fails to perform a duty to collaborate, or (iii) if Vendor becomes insolvent, or (iv) insolvency proceedings have justifiably been applied for on the Vendor's assets, such application has been rejected for lack of assets, or (v) execution measures against the Vendor have been fruitless, or (vi) execution measures have been issued against the Vendor and not been cancelled within one month (e.g. cancellation of seizure), or (vii) any change of control of Vendor according to Indian laws).
- 13.4** Termination notice must be in written form. For the purposes of this provision, written form requires certified.
- 13.5** In case of termination of the Contract:
- (a) Each party shall promptly return to the other party all advertising materials and other property, including all Confidential Information, provided by the other party subject to the Contract or, as specifically agreed, destroy such information. The Return or destruction shall be certified in writing;
 - (b) Both parties shall cease acting in a manner that would suggest any continuing relationship with regards to the certification. The parties shall cease all displays and advertising announced or conducted under the Contract.
- 13.6** Except where Vendor has terminated for good cause, Vendor's payments under the Contract are non-refundable. Any payments for services that have been already provided are non-refundable.

14. MISCELLANEOUS

- 14.1** Indian law exclusively governs the Contract, without reference to the rules of conflict of laws and the UN Sales Convention. Exclusive place of jurisdiction for any disputes arising from or in connection with the Agreement is Mumbai. However, HRMANTRA retains the right to sue the Vendor at its registered office.
- 14.2** Vendor is entitled to offset only claims that are uncontested or have been finally determined by the court. Subject to the provisions of the Indian laws, it cannot assign its claims to a Vendor.
- 14.3** If any provision in these GTCs is ineffective, the validity of the remaining provisions shall not be affected thereby.
- 14.4** Vendor and HRMANTRA are independent companies, each trading for its own account. Neither party nor its employees are authorized to make any representation, enter into any

undertaking, or give any warrantee for or on behalf of the other party except to the extent as expressly agreed to in writing by the other party in advance. Neither party is liable to any end user for the quality of the goods, works, or services of the other party. Each party is solely responsible for billing license fees for its own products. Under the Contract, the terms "Vendor", "cooperation", "partner", or similar expressions are only used to describe the spirit of the cooperation between the parties under the Contract, and do not describe, or expressly or impliedly create, a legal partnership or joint venture, or any responsibility by one party for the actions of the other.

- 145** Neither party is a distributor or an agent for the products and services of the other party. Any products and services of a party can be obtained by a prospective customer only through separate agreements with the respective party. Each of the parties independently develops and prices its own products and services offered to customers.
- 146** Neither party shall transfer, assign, or sublicense its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other party. HRMANTRA may assign this Agreement in whole or in part to an affiliate. In case of any change of control with Vendor, Vendor agrees to provide HRMANTRA with written notice upon the signing the definitive acquisition agreements or the public announcement and HRMANTRA has the right to terminate this Certification Contract or consent to the assignment within thirty (30) days of receipt of such notice. § 13 subparagraphs 5 and 6 shall apply accordingly.
- 147** The certification service delivered by HRMANTRA under this Certification Contract is subject to the export control laws of various countries, including (without limitation) the laws of the United States, the EU, and India. Vendor agrees that it will not use in or make available the Vendor Solution's integration certification statement or integration certificate to countries, persons or entities prohibited by applicable export control laws. Vendor acknowledges that the delivery of the certification service may be subject to export control restrictions and that these restrictions may (i) considerably delay or prevent the delivery of the certification service by HRMANTRA; or (ii) lead to HRMANTRA having to limit, suspend or terminate Vendor's access to the certification service. In case of termination § 13 (4), (5) and (6) apply. HRMANTRA assumes no responsibility or liability for any delay caused in the delivery of the Service and/or if access to the Service must be limited, suspended or terminated by HRMANTRA due to applicable export restrictions. HRMANTRA may terminate this Certification Contract with 30 days prior written notice, if HRMANTRA may not deliver or grant access to the Service to Vendor due to export control restrictions applicable to HRMANTRA.

Annexure 1

Trademark License

Article 1 Subject Matter

1. HRMANTRA will provide Vendor with the appropriate HRMANTRA taglines and logos for the respective Integration Scenario ("HRMANTRA Logos") once Vendor successfully passes the certification tests as set forth under the Certification Contract. HRMANTRA is the owner of the trademark HRMANTRA
2. HRMANTRA is willing to grant Vendor a license for the use of the said trademark as part of the appropriate HRMANTRA Logos subject to the provisions of this Trademark License and the respective current trademark usage guidelines.

Article 2 Grant

1. Upon successful passing of the certification tests as set forth under the Certification Contract, HRMANTRA grants to Vendor a revocable, nonexclusive, non-transferable license to use HRMANTRA's trademarks as part of the appropriate HRMANTRA Logo solely for the version of the Vendor Solution, Integration Scenario, and the specific version of the HRMANTRA Software stated in the Service Offer. In addition, Vendor is only permitted to use the HRMANTRA Logos in accordance with the then current version of the HRMANTRA Trademark Usage Guidelines contained in the "HRMANTRA Partner Communication Guidelines" or other related HRMANTRA documents provided to Vendor by HRMANTRA. Vendor is not permitted to grant sublicenses.
2. In its use of the HRMANTRA Logos Vendor will observe HRMANTRA's directions concerning the colors and size of the HRMANTRA trademarks.

Article 3 License Fees

No fee is payable for permission to use the trademark in accordance with Article 2.

Article 4 Upholding of HRMANTRA's Rights

1. Vendor shall not contest the validity of the HRMANTRA trademarks or support the contesting of its validity and shall not derive any right against HRMANTRA through its use of the HRMANTRA trademarks. In its use of the trademarks Vendor shall indicate in a footnote that it is a registered trade- mark of HRMANTRA. In this context Vendor acknowledges that HRMANTRA is the sole owner of rights in the HRMANTRA trademarks and HRMANTRA Logos. Vendor undertakes to make all declarations and pro- vide all documents for the benefit of HRMANTRA as HRMANTRA may require in the prosecution of its rights in such trademarks.
2. Vendor shall without delay inform HRMANTRA in writing of any contesting of HRMANTRA's rights in the HRMANTRA's trademarks and/or HRMANTRA Logos. It is HRMANTRA's exclusive right but it is not HRMANTRA's duty to take steps or bring actions in respect of infringements. In this connection Vendor under- takes to accord every necessary support.
3. Vendor is not appointed HRMANTRA's agent. It shall therefore not represent or bind HRMANTRA or in any way hold itself out to be or allow the impression to arise that it is HRMANTRA's agent.

4. Except with the written agreement of HRMANTRA, Vendor shall not assign or transfer this Trade- mark License or any right or duty under this Annex. Breach of this provision shall entitle HRMANTRA to terminate this Trademark License for cause with immediate effect.

Article 5 Indemnification

Vendor shall indemnify and hold harmless HRMANTRA in respect of any claim made or action brought against HRMANTRA and any loss and any expense incurred by HRMANTRA arising out of or related to Vendor's wrongful acts or omissions with respect to the use of the trademark and HRMANTRA Logos. Further, HRMANTRA assumes no liability to Vendor or to third parties with respect to the performance characteristics of the services or products rendered by Vendor under the HRMANTRA trademark and/or HRMANTRA Logos, and Vendor shall indemnify HRMANTRA against losses incurred from claims of third parties against HRMANTRA involving sale or provision of the Vendor's services or products (including but not limited to any certified interface), including Vendor's and its employees' and agents' acts or omissions in furtherance thereof.

Article 6 Term and Termination

1. This Trademark License becomes effective when:
 - a) the integration certification process has been successfully completed, and such successful completion has been acknowledged in writing by HRMANTRA in the form of HRMANTRA issuing vendor an applicable integration certificate to vendor, and
 - b) Vendor is in accordance with the terms of the GTCs.
2. HRMANTRA may terminate this Trademark License by giving two weeks' notice to the end of a calendar month.
3. Vendor shall cease using the HRMANTRA Logos and trademarks without delay when termination notice is given under this Trademark License or when the Certification Contract expires or is terminated according to its terms.

Article 7 Miscellaneous Provisions

1. Amendments to this Trademark License must be made in writing. There are no oral collateral agreements. HRMANTRA may at its sole discretion change any terms and conditions of this Trademark License and the HRMANTRA Trademark Usage Guidelines upon notice. If Vendor does not agree to the proposed changes, Vendor shall be entitled to terminate this Trademark License within thirty (30) days after such notice by HRMANTRA. In such case Article 6 Section 3 shall apply accordingly. If Vendor does not terminate, the changes shall become effective thirty (30) days after notice of such change by HRMANTRA.
2. If any provision of this Trademark License is or shall become ineffective or void, this shall not affect the remaining provisions. The parties hereto shall replace the ineffective or void provision with an effective and lawful provision that achieves as nearly as possible the business purpose of the ineffective or void provision. The parties shall similarly fill any drafting gap with an appropriate provision.
3. The place of performance and place of exclusive jurisdiction is Mumbai, India. Indian laws governs this Trademark License.