

**Order Form
for HRMantra Cloud
Services**

Between

**HRMantra Software Pvt Ltd.
65-70, Ground Floor, Kesar
Residency, Sector 3, Charkop,
Kandivali (West),
Mumbai-400067, India
("HRMantra")**

And

**XYZ Ltd.
aaa, bbb,
ddd, 400001 India
("Customer")**

1. ORDER FORM AND TABLE OF AGREEMENT

This Order Form as issued by HRMANTRA is an offer by HRMANTRA. When signed and returned to HRMANTRA by Customer on or prior to the offer expiration date, it becomes a binding agreement for the HRMANTRA Cloud Service(s) listed in this Order Form and is effective on the date signed by Customer.

Offer Expiration Date: DD-MMM-YYYY

This Order Form is governed by and incorporates the following documents in effect as of the effective date. All documents are listed in order of precedence, and collectively referred to as the "**Agreement**":

Agreement	Location
Order Form	
Schedule A of this Order Form: Cloud Service Supplemental Terms and Conditions ("Supplement");	https://www.hrmantra.com/docpdf/HRMantraSupplement.pdf
Schedule B of this Order Form: Support Policy for HRMANTRA Cloud Services	https://www.hrmantra.com/docpdf/cloud-agreement-support.pdf
Schedule C of this Order Form: Service Level Agreement for HRMANTRA Cloud Services ("SLA")	https://www.hrmantra.com/docpdf/SLA-cloud-agreements.pdf
Schedule D of this Order Form: Personal Data Processing Agreement for HRMANTRA Cloud Services	https://www.hrmantra.com/docpdf/agreements-cloud-data-processing.pdf
Schedule E of this Order Form: General Terms and Conditions for HRMANTRA Cloud Services ("GTC")	https://www.hrmantra.com/docpdf/generaltermsandconditions.pdf

Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Order Form. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC. All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users."

2. CLOUD SERVICE

2.1 Cloud Service Order.

The table shows the purchased Cloud Service, Units to be billed, Annual fees in US\$, Term and yearly subscription fees.

Period 1 From DD/MMM/YYYY To DD/MMM/YYYY

HRMANTR A Cloud Service	Units	Units to be billed	Annual Fee (US\$)	Service Start Date	Service End Date	Total Fee in USD
HRMantra software	Active Employees	1,000	120,000	DD/MMM/YYYY	DD/MMM/YYYY	120,000

Total Fee in USD	120,000
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(**) Units to be billed stated above represent the maximum annual quantity of Usage Metrics over a 12 month period, except where the period between service start date and service end date is less than one year. In that case the stated Units to be billed is the actual prorated amount.

2.2 Subscription Term

- (a) Customer's initial Subscription Term will begin on the start date and will be effective until the end date, unless Customer is otherwise notified by HRMANTRA's team.
- (b) Unless the Supplement states otherwise, the initial Subscription Term and any renewals and extensions will automatically renew for terms equal in length to the immediately preceding term (if that term is thirty-six months or less) or for one year (if that term is longer than thirty-six months). Auto-renewal will not occur if Customer notifies HRMANTRA of its intention not to renew at least one month in advance of the expiration of the current term, or HRMANTRA notifies Customer of its intention not to renew at least six months prior to the expiration of the current term.

2.3 Excess Use.

Customer's use of the Cloud Service is subject to the Agreement, including the Units to be billed and their volume stated in Section 2. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer agree to pay subscription fees for additional units used and their volume. At the end of the year HRMANTRA will invoice and Customer will pay for excess use based on HRMANTRA's prices on the date the excess use began.

3. PAYMENT AND INVOICES

3.1 Fees and Invoicing.

Unless the Supplement states otherwise, fees for the Cloud Service(s) will be invoiced by HRMANTRA and paid by Customer annually in advance. HRMANTRA will provide invoices to an email address provided by Customer. Fees for non-recurring services will be invoiced by HRMANTRA on a one-time basis at the start of the subscription. Except for fee increases applied for Excess Use or as described below, Cloud Service(s) fees for renewal terms will be equal to the fees for the immediately preceding term for the same Cloud Service and units to be billed. Customer will reimburse HRMANTRA for all pre-approved (by Customer) and appropriately documented travel and related expenses incurred by HRMANTRA in performing any support for the Cloud Service.

3.2 Fee Increases.

HRMANTRA may increase fees at the beginning of each renewal term. This increase will not exceed 3%. Not raising fees is not a waiver of HRMANTRA's right to do so. HRMANTRA may increase fees if Customer elects to reduce the Cloud Service or units to be billed for any renewal term.

3.3 Payment.

Customer will pay to HRMANTRA all fees due within thirty days of date of receipt of the invoice on the desired email id. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

4. AUTHORIZED ADMINISTRATORS

Customer confirms the names assigned to the authorized roles are accurate and that the contacts below have been informed of the responsibility.

Main Contact: **John Dsouza** CHRO.
CHRO@xyz.com
9224463650

The Main Contact is the Customer contact for onboarding, who receives the confirmation that the order has been processed (which includes the confirmed Start Date)

Technical Administrator: **Peter Dmello** CIO
peter@xyz.com
[9442263650](tel:9442263650)

The Technical Administrator is the main contact for technical and system related communications.

Please provide a Financial Contact - The Financial Contact acts as the main Customer contact for finance related communication including invoicing.

Customer Financial Contact name: **Ravi Arora**
Customer Financial Contact email: ravi@xyz.com
9664463450

5. CUSTOMER LOCATION

Customer has provided the following primary access location:

XYZ Ltd.
aaa, bbb,
ddd, 400067 India

This is the primary (but not the only) location from which Customer will access the Cloud Service. Customer's failure to provide HRMANTRA with its VAT and/or GST number may have tax implications. If Customer does not provide a primary access location, HRMANTRA will incorporate a default primary access location to Customer's sold-to address.

Accepted By:

XYZ Ltd.

(Customer)

Signature

Name:

Title:

Date: