

SERVION, INC.
END USER LICENSE AGREEMENT

P.S: The following EULA will become applicable only in the event of Products Licenses purchased by the Customer

YOU SHOULD CAREFULLY READ THE TERMS AND CONDITIONS OF THIS CUSTOMER LICENSE AGREEMENT AND STANDARD WARRANTY ("THE AGREEMENT") BEFORE INSTALLING OR USING THE SOFTWARE. INSTALLATION OF THE PACKAGE AND/ OR USE OF THE SOFTWARE PROGRAMS(S) INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THEM, YOU SHOULD RETURN THE SOFTWARE INCLUDING MANUALS WITHIN 30 DAYS OF RECEIPT, AND YOUR MONEY WILL BE REFUNDED.

The Customer (Licensee) agrees to the terms and conditions of this Licensing Agreement by Servion Global Solutions Limited (Licensor) for use of its Products. By using, installing or copying the Software, Licensee agrees to be bound by the terms of this Agreement.

1. Definitions: The following are the definitions of various terms used in this Agreement.
 - a. A "Server License" comprises the right to: (i) create a single instance of a Server database on a Server; and (ii) use and access the Server database and software using only the number and type of authorized Workstation licenses, Port Licenses and Mailbox licenses specified and for which Licensee has an active license.
 - b. A "Workstation License" comprises the right to install and use the specified Client Software on the number of Workstations for which Licensee has purchased a license.
 - c. "Application Software" means the ordered computer programs in object code and procedure statements in machine executable form, together with Company Standard Documentation including User manuals for use therewith.
 - d. "Use" means the copying of any portion of the "Application Software" into the Equipment or the processing by the Equipment of the machine instructions and procedure statements provided in the
 - e. "Application Software" or the utilization of the instructional materials supplied with the "Application Software" for its own internal business purposes.
 - f. "Location" means the premises where the Licensee's management operations are conducted.
 - g. "Company Standard Documentation" shall mean any instructional and operation manuals supplied to the Licensee by Servion including user manuals"
 - h. "Effective Date" means date of installation of License(s) .
2. Subject to the payment of License Fees as mentioned in the Proposal (SoW, Servion hereby grants non-exclusive, non-transferable license(s), in the country of the Licensee identified in this Agreement, to use the Software in accordance with the terms and conditions of the Agreement.
3. The term of the Software license(s) granted under this Agreement shall be in perpetuity from the Effective Date unless terminated earlier. This Agreement will also terminate upon breaching or failure to non-comply with any of the conditions set forth elsewhere in this Agreement. Licensee agrees to destroy the Software together with all copies thereof in the event of termination of this agreement.

4. During the term of License, Licensee shall be entitled to receive from Servion or from its authorized representative, technical support; all updates and upgrades release of the software that Licensor may make generally available to its other Licensees under maintenance. All technical support will be provided pursuant to Servion's then current Technical Support policies and procedures.
5. Servion and the Licensee, at the end of three months warranty period, shall enter into a separate Annual Maintenance Agreement. The warranty period for each location would start from the effective date. However, in the event of multiple site implementations, the warranty period will commence from the date of first site installation of the Licenses in that location. After the warranty period the Licensee shall pay Servion an Annual Maintenance Fee of a specified percentage as mutually agreed between the parties. The Annual Maintenance Fee shall be paid in 12 months advance.
6. Licensee agrees that the Software is protected by trade secret, copyright, and other proprietary rights, and that title and ownership to the Software remains in Servion. Servion reserves all rights not expressly granted herein and the Software may not be used beyond the scope of the license(s) expressly granted hereby. The Software shall be used only by Licensee, and the license granted hereunder does not include the right to sublicense. Licensee shall keep the Software confidential. Licensee may not alter, modify or adapt the Software or any part thereof. Licensee may not translate, reverse engineer, de-compile, disassemble, or create derivative works of the Software or any part thereof. Licensee may not remove or modify any proprietary markings or restrictive legends placed on the Software.
7. The Licensee shall take necessary steps to secure and protect the Software and any copies thereof in a manner consistent with the maintenance of Servion's rights therein and to take appropriate action by instruction or agreement with its employees and agents to satisfy its obligations under this agreement.
8. SERVISION WARRANTS TO LICENSEE THAT THE SOFTWARE WILL SUBSTANTIALLY CONFORM TO SERVISION'S STANDARD USER DOCUMENTATION FOR THE SOFTWARE FOR A PERIOD OF THREE MONTHS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT. SERVISION SHALL NOT BE LIABLE FOR THIRD PARTY SOFTWARE OR HARDWARE. SERVISION DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS FREE OF BUGS OR ERRORS, WILL MEET LICENSEE'S NEEDS, OR WILL OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED BY LICENSEE. LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO BREACH OF THIS WARRANTY SHALL BE TO RECEIVE REPLACEMENT OF NON-CONFORMING SOFTWARE WITH CONFORMING SOFTWARE. IF SERVISION DOES NOT REPLACE THE NON-CONFORMING SOFTWARE, LICENSEE MAY TERMINATE ITS LICENSE TO THE NON-CONFORMING SOFTWARE WITHIN THE THREE MONTHS WARRANTY PERIOD BY RETURNING ALL COPIES OF THE NON-CONFORMING SOFTWARE, PURGING ALL COPIES THEREOF FROM LICENSEE'S COMPUTER SYSTEMS, AND SUPPLYING TO SERVISION AN AFFIDAVIT CONFIRMING THAT THESE ACTIONS HAVE BEEN COMPLETED. UPON SUCH TERMINATION, LICENSEE SHALL RECEIVE A PRO-RATA REFUND OF THE LICENSE FEE(S) IT PAID FOR THE NON-CONFORMING SOFTWARE BASED ON A THIRTY SIX (36) MONTH AMORTIZATION.
9. Servion shall have no liability or responsibility for problems with the Software caused by misuse, improper installation, alteration or modification by Licensee, or for problems arising out of the malfunction of Licensee's equipment or other software not supplied by Servion. Licensee acknowledges that the Software may include features limiting its operability beyond the scope of the license, and Servion shall be entitled to use self-help, including electronic means, to prevent use of the Software beyond its licensed scope.
10. TO THE FULLEST EXTENT ALLOWED BY LAW, AND EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, THIS SOFTWARE IS PROVIDED "AS IS", AND SERVISION DISCLAIMS ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED,

EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS OR CONDITIONS REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SATISFACTORY QUALITY.

11. SERVISION SHALL NOT BE LIABLE TO LICENSEE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR: LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, OR COMPUTER FAILURE, OR PHONE/TELECOMMUNICATIONS CHARGES RESULTING FROM UNAUTHORIZED ACCESS TO LICENSEE'S COMPUTERS, TELEPHONE EQUIPMENT OR LINES, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, USE, PERFORMANCE OR FAILURE OF THE SOFTWARE, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND EVEN IF SERVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SERVISION'S LIABILITY TO LICENSEE, REGARDLESS OF THE LEGAL THEORY OF ANY CLAIM, SHALL NOT EXCEED THE LESSER OF ONE THOUSAND DOLLARS OR THE LICENSE FEE(S) RECEIVED BY SERVISION FOR THE SOFTWARE.
12. If Licensee (i) infringes Servion's proprietary rights pertaining to the Software, (ii) fails to timely pay the license fees in full, or (iii) breaches the conditions mentioned under clause 6 and 7 of this agreement, Servion may terminate the license to the Software on ten (10) days notice. Upon termination of this Agreement or a license to specific Software, Licensee shall purge all copies of the Software from its computer systems, return the Software and supporting materials to Servion or its authorized representative, or destroy them (including all copies), and supply an affidavit to Servion certifying that such actions have been completed. All obligations to keep the Software confidential and to pay amounts owing as of the termination date survive termination.
13. Customization / Development Charges: The development of any future customization / enhancement will commence after sign off of Requirements Specifications by the Licensee's Project Manager at the agreed fixed pricing and the mutual agreement on the delivery schedules. The Licensee shall pay Servion such charges as mutually agreed upon between the parties for per man day effort for any future customization or specific development required by the Licensee. The Customization / development activity would be undertaken at Servion's premises in India. In case such customization / development is undertaken at the Licensee's location, then a mutually agreed additional charge based on per man day efforts will become applicable which includes return air ticket to the Licensee's location. However, all local costs including traveling and lodging will be borne by the Licensee.
14. Escrow: Servion has no objections to deposit the Source Code with an Escrow Agent subject to executing a separate Escrow Agreement for this purpose. Fees for Escrow Agent shall be borne by the Licensee.
15. Licensee shall not assign this Agreement, or any license hereunder, without the express written consent of Servion ; provided, however, that Licensee may assign this Agreement and the license to the Software in conjunction with the transfer of substantially all of Licensee's business (or assets pertaining thereto) to which this Agreement relates. Any other attempt to sublicense, assign or transfer this Agreement or the licenses granted herein shall be void.
16. This Agreement constitutes the entire understanding between the parties with respect to the Software, maintenance and technical support, and may only be amended in writing signed by both parties. There are no representations, promises, warranties or understandings relied upon by Licensee which is not contained herein.
17. This Agreement shall be construed, governed and enforced in accordance with the laws of Government of India.