

## **Blue Ocean Retail Service Pvt. Ltd. Software as a Service Terms of Use Agreement**

Your use of Licensor's software components, Internet site (the "Site") or any of the software subscription service offerings or other services offered on the Site or software components including any off-line or third party components, data, lists, reports, dashboards, templates or services (collectively, the "Services") is subject to these Terms of Use (this "Agreement"). If you do not agree to this Agreement, you agree not to use or access the Services or the Site or Software Components. If you are agreeing to this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement. Your registration for, or use of, the Site or the software components or the Services shall be deemed to be your acceptance of this Agreement. Licensor may modify this Agreement at any time without notice to you by posting a revised Agreement on the Site. Your continued use of the Site or the software components constitutes your binding acceptance of this Agreement, including any modifications that Licensor makes. You are responsible for regularly reviewing this Agreement. The term "Licensor" as used herein is the company from whom you are purchasing or subscribing the Services, either directly or indirectly through a reseller.

### **1. Additional Terms; Service Communications**

1.1 Some of the Services may be subject to additional conditions either posted on the Site or contained in ordering documents (referred to herein as an "Order Schedule") that describe order-specific information, such as Services names, billing information, subscription prices, user quantities, and license term. Your use of the Services is subject to those conditions, which are incorporated into this Agreement by reference. In the event of an inconsistency between this Agreement and any additional conditions, the provisions of such additional conditions will prevail.

1.2 You understand and agree that the Services may include communications such as service announcements and administrative messages from Licensor or Licensor's partners. You will not be able to opt out of receiving these service announcements and administrative messages while using the Site or the Software Components and Services until you send Licensor a specific written notice pursuant to clause 7 requesting the termination of your subscription and that your details be eliminated from the Site or the Software Components and any mailing list. You also understand that Licensor's Services may include advertisements.

### **2. License Grant; Your Content**

2.1 Licensor hereby grants you a non-exclusive, non-transferable right to use the Site or the Software Components and Services for the term for which you have paid the applicable subscription fees ("License Term"), solely for your own internal business purposes, subject to this Agreement and the Order Schedule. If any subscription based Service is licensed on a "named user" basis, rights of any user licensed to utilize the Service cannot be shared or used by more than one individual.

2.2 The Site or the Software Components include a combination of content that Licensor creates, that Licensor's partners create, and that Licensor's users create. You may use the content on the Site only for your internal business purposes in connection with the Services and/or your licensed use of Licensor's products. Except for the foregoing, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly

perform, reverse engineer, publicly display, or in any way exploit any of the software, materials or content on the Site or the Software Components in whole or in part.

2.3 You are solely responsible for all materials, whether publicly posted or privately transmitted, that you upload, post, e-mail, transmit, or otherwise make available on the Site or the Software Components or through the Service ("Your Content"). You have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content. Your Content will be protected by Licensor with at least the same protective precautions that Licensor takes to protect its similar proprietary information from unauthorized disclosure. Licensor will not, without your prior written consent, disclose any of Your Content to any third party, except to those bona fide individuals whose access is necessary to enable Licensor to perform its obligations hereunder.

2.4 It is your responsibility to maintain all your business data and information in the system including tax configuration. Further it is your responsibility to look after the maintenance of the entire products infrastructure. bControl Beta is in the evaluation stage of the product life cycle. So the real release may have different attributes and behaviors from the evaluation copy. Since the product is in the evaluation stage of the product life cycle, there may be limitations in terms of product attributes, behaviors etc.

2.5 You warrant that you own or have sufficient legal right to the intellectual property rights in Your Content and that Your Content, including any use thereof by Licensor as described herein, does not violate applicable law or the rights of any third party. You hereby grant Licensor, Licensor's affiliates, and Licensor's partners a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable right during the License Term to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish Your Content and subsequent versions of Your Content for the purposes of (i) displaying Your Content on the Site or the Software Components and other related Internet sites for your users, (ii) processing Your Content in connection with providing the Services to you, (iii) distributing Your Content, either electronically or via other media, to your users seeking to download or otherwise acquire it, and/or (iv) storing or hosting Your Content in a remote database or on the Site or the Software Components for access by your users. This license will apply to the distribution and the storage of Your Content in any form, medium, or technology now known or later developed.

2.6 You may be exposed to content that you find offensive, indecent, or objectionable or that is inaccurate, and you bear all risks associated with using that content. Licensor has the right, but not the obligation, to remove any content that may, in Licensor's sole discretion, violate this Agreement or that is otherwise objectionable.

2.7 Licensor shall be entitled to adjust the scope of the Services and the underlying technical infrastructure to reflect the continuing development of the Services and technical advances.

### **3. Technical Support**

3.1 Licensor will provide a telephone support number, and/or an Internet address and/or email address for submitting support requests, maintained by support specialists, per Licensor's policies.

#### **4. Intellectual Property Rights**

4.1 Licensor and/or its licensors owns all rights, title and interests, including all intellectual property rights, in and to the Site or Software Components and the Services, the software, materials and other related content (excluding Your Content), and any derivatives, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Site or Software Components or the Services. In addition, all content published on the Site or Software Components, including, but not limited to, reports, presentations, written content, graphics, images, marks, logos, sound or video clips, and Flash, Java or silverlight animation, are protected by Licensor's copyrights or trademarks or those of Licensor's partners or users. The Product is an Intellectual Property of Blue Ocean Retail Services Pvt. Ltd., And you are only entrusted with a license to use the same for the specific period.

#### **5. Third-Party Sites, Products, and Services**

5.1 The Site may contain links to other Internet sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, that each of those sites have posted. Licensor has no control over sites that are not ours, and Licensor is not responsible for any use of such sites or content on them. Licensor's inclusion on the Site of any third-party content or a link to a third-party site is not an endorsement of that content or third-party site.

5.2 Some content may come from government sources, is in the public domain, and is not copyrightable.

#### **6. Fees**

6.1 You agree to pay the fees on the terms stated in the Order Schedule. You agree to pay all applicable taxes relating to the Services. Any amount payable by you to Licensor which is past due will be subject to a late payment charge equal to one percent (1%) per month, or the highest rate permitted by law, whichever is less.

#### **7. Term and Termination; Service Cancellation**

7.1 Licensor may immediately terminate or suspend your use of the Services provided hereunder, or terminate your account and this Agreement if you (i) fail to pay any applicable fees when due, or (ii) breach or otherwise fail to comply with this Agreement and fail to remedy this breach within thirty (30) days of being so notified. Licensor may terminate any free account or Services at any time in its sole discretion without liability to you. You will continue to be charged for the fee-based Services during any period of suspension. Termination will not relieve you from the obligation to pay fees that remain unpaid and will not limit either party from pursuing other available remedies. We will also terminate the services on your request by written notice.

7.2 You may terminate any fee-based Services or reduce the number of users effective only upon the monthly billing cycle.

Upon termination by Licensor of this Agreement or any part thereof in accordance with this Agreement as a result of your breach, negligence or default, Licensor will have no obligation to refund to you any fees paid by you. This clause will not apply to those situations defined by law. Notwithstanding the foregoing, in the event your access to the Services is terminated (other than by reason of your breach), Licensor will make available to you a file of your data within 30 days of termination if you so request at the time of termination.

## **8. Privacy Policy**

8.1 If Licensor requests registration information from you, you will provide Licensor with true, accurate, current, and complete information. You will promptly update your registration to keep it accurate, current, and complete. If Licensor issues you a password, you may not reveal it to anyone else. You may not use anyone else's password. You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify Licensor of any unauthorized use of your passwords or accounts or any other breach of security. You also agree to exit from your accounts at the end of each session. Licensor will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

8.2 If Licensor provides you with an administrator user ID and password for accessing the Service, you will assign them to your administrator. You will be responsible, through your administrator, for setting and modifying your and your users' profile and preferences for the Services, authorizing and terminating individual user ID's and passwords and specifying the access rights of those individuals to the Services. The administrator will notify Licensor if the administrator needs to change the administrator's or any user's ID, and the administrator may do so only by contacting Licensor at the email address for technical support specified by Licensor from time to time.

8.3 You will be responsible for all activity occurring under your accounts and will comply with all applicable local, state, and foreign laws, treaties and regulations in connection with your use of the Services, including without limitation, laws and regulations governing data privacy, international communications and transmission of technical or personal data.

## **9. DISPUTE RESOLUTION:**

9.1 In the event any disputes, differences, or controversies arise between the parties hereto, out of or in relation to or in connection with provisions of this Agreement, or any action taken hereunder, the Parties hereto shall thoroughly explore all possibilities for an amicable settlement. In case the amicable settlement cannot be reached, such disputes, differences or controversies shall be referred to sole arbitrator appointed by the Licensor in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of such Arbitration shall be BANGALORE and shall be conducted in English. The award of the Arbitrator/Arbitral Tribunal shall be final and binding on both the parties hereto.