

## Terms Of Services

CRMnext is committed to providing our customers with unparalleled availability, our online business application. We recognize that you need to have our service available whenever you want or need to do business, and we strive to consistently exceed our service level commitments.

One of the significant benefits of using CRMnext applications is the fact that you never have to pay for upgrades or system improvements. To bring you these benefits, we usually schedule a weekly or bi-weekly late-night two-hour maintenance in which we upgrade the existing application for minor enhancements. This late-night maintenance usually occurs on Tuesday evenings.

On or around a quarterly basis, we usually have a major new release in which we add significant new functionality to our service. These periodic major releases can take several hours to release, and we will notify you in advance of any unscheduled maintenance where possible. These periodic major releases usually occur on Friday or Saturday evenings. All scheduled maintenance occurs during the non-peak 11 p.m. to 4 a.m. Pacific Time hours to minimize the impact on your business.

Our current service level objectives are as follows (expressed in Pacific Time, GMT -08:00):

Timeframe	Uptime Goal %
Week Days (Monday to Friday, 4 a.m. to 11 p.m.)	98.5%
Weekend Days (Saturday to Sunday, 4 a.m. to 11 p.m.)	98.0%
Week Nights (Monday to Friday, 11 p.m. to 4 a.m.)	90.0%
Weekend Nights (Saturday to Sunday, 11 p.m. to 4 a.m.)	85.0%

These percentages indicate our uptime objective. We aim to be down less than 0.5% of the time (less than half an hour a week) during the 4 a.m. to 11 p.m. Week Day time periods and have consistently met these objectives.

In addition to availability, we recognize that while running business applications, security is of prime importance. To ensure that our services are secured, we follow the highest level of security guidelines. Our servers are hosted in state-of-art data centers, with biometric qualified security access. The application itself has been designed with security consideration in each tier of its architecture. To keep the operating system secure, we track security updates on an hourly basis throughout the year. This enables us to cover our ground faster, to safeguard our servers from hackers who exploit known security loopholes.

Despite the constraints imposed by the availability and security guidelines, we ensure that our systems are usable and responsive. We constantly innovate and make changes to the system in line with our user pattern observations and feedbacks. To ensure that you find our application responsive, we continuously track the response time. We follow a strict guideline internally, to ensure that we upgrade or add more servers to our web-farm to maintain our good response time, a practice that keeps our offering in tune with our business success.

## **Terms of Service for CRMnext application**

Acidaes Solutions Pvt. Ltd. ("CRMnext") provides its service to you subject to the following Terms of Service ("TOS") and CRMnext's Privacy Policy for its Services. In addition, when using specific CRMnext Services, you and CRMnext will be subject to any guidelines or rules applicable to these Services, which CRMnext may communicate to you or post from time to time. These guidelines or rules and CRMnext's Privacy Policy shall be deemed part of the TOS.

### **1. Description of the Services**

CRMnext currently provides users with online business applications branded CRMnext, SalesNext or CRMnext Services. Unless explicitly stated otherwise, any new features that augment or enhance the current Services, including any new Services, will be subject to the TOS. In addition, CRMnext offers customization and development services to various clients through its consulting division. These services are subject to the TOS.

### **2. What you must do to use the Services**

In order to use the Services you must obtain access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. You must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

### **3. Your registration information must be Accurate, Current and Complete**

In consideration of your use of the Services you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form of the Services (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or CRMnext has reasonable grounds to believe that such information is untrue, inaccurate, not current or incomplete, CRMnext has the right to suspend or terminate your account and to refuse any and all current or future use of the Services and/or any portion thereof.

### **4. Your obligation to pay fees**

You agree to pay all subscription, service and use fees, if any, CRMnext charges you for the Services. You agree to pay all costs (including attorney's fees), if any, incurred by CRMnext in collecting overdue fees from you, and to pay a late charge on any overdue fees at a rate equal to the lesser of 1.5% per month or the maximum rate allowed under applicable law. You also agree to pay all foreign, federal, state and local taxes applicable to your access, use or receipt of the Services.

### **5. Access, Passwords and Security**

You may designate up to the number of users under your account, which corresponds to the level of Services you are receiving from CRMnext, and you may provide and assign access and passwords to such users. You will be responsible for the confidentiality and use of your access number(s), password(s), and account number(s). You will be responsible for all electronic communications, including account registration and other account holder information, e-mail and financial, and other data ("Electronic Communications") entered through or under your access number(s), password(s) or account number(s). CRMnext will act as though any Electronic Communications it receives under your access number(s), password(s) or account number(s) will have been sent by you. You agree immediately to notify CRMnext if you become aware of any loss or theft or unauthorized use of any of your access number(s), password(s) and/or account number(s).

## **6. The way we handle electronic communication between you and CRMnext**

The Services allow you to send Electronic Communications directly to CRMnext and interact within applicable areas of the Services. Electronic Communications include your business's financial and business data that you send through the Services (the "Data"). You acknowledge and agree to the following with respect to use of Electronic Communications through the Services:

CRMnext shall be entitled, but is not obligated, to review or retain your Electronic Communications for your compliance with the TOS and the security of the Services CRMnext may also review or retain Electronic Communications (other than Data) for other reasons that CRMnext believes in good faith will improve the quality of the Services.

CRMnext may disclose Electronic Communications if required to by law or in the good-faith belief that such disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Electronic Communications violate the rights of third parties; or (iv) protect the rights, property, or personal safety of CRMnext, its users or others;

You will not use any Electronic Communication for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening. Neither you, nor someone on your behalf, will use the Services to solicit CRMnext customers or others for any purpose;

You will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;

You will not in any way express or imply that CRMnext endorses any opinions contained in your Electronic Communications.

You agree to provide CRMnext with your e-mail address, promptly provide CRMnext with any changes to your e-mail address and accept Electronic Communications from CRMnext at the e-mail address you specify;

You agree that CRMnext may provide notices, statements and other communications to you solely through e-mail, posting on the Services or other electronic transmission; and

You understand that the technical processing and transmission of the Services, including your Electronic Communications, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

## **7. Security of Data Transmission**

You agree to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by CRMnext. Until notified otherwise by CRMnext, you agree to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by CRMnext and to follow logon procedures for Services that support such protocols. You acknowledge that CRMnext is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. You acknowledge that it is possible that Electronic Communications may be accessed by unauthorized third parties when communicated between you and CRMnext using the Internet, other network communications facilities, telephone or any other electronic means.

## **8. General practices regarding use of the services**

You acknowledge that CRMnext may establish general practices and limits concerning use of the Services, and additionally in exceptional circumstances, CRMnext in its sole discretion may establish limits associated with your usage of the Service. You acknowledge that CRMnext reserves the right to restrict your usage of the Service which exceeds limits set by CRMnext and you agree that CRMnext may require you to purchase additional services commensurate with your usage and data storage or terminate your Service and refund the pro rata portion of any fees that may have been paid by you for the portion of the services not furnished to you as of the date of such termination. You acknowledge that CRMnext reserves the right to disable accounts that are inactive for an extended period of time. You further acknowledge that CRMnext reserves the right to change these general practices and limits at any time.

## **9. Customers Obligations**

9.1 Each customer shall be responsible for all electronic communication and exchanges conducted via CRMnext and the same has to be in compliance with the lawful jurisdiction, protocols and standards of the law of the country wherever the service is being used.

9.1.1 Each Customer shall display on the Web site the Customer's contact information, including but not limited to the Customer's company name, address, telephone number, fax number and e-mail address. The Customer shall also update such information to keep it true, accurate, current and complete.

9.1.2 Each Customer agrees that any and all press releases and other public announcements related to its participation in services and subsequent transactions between CRMnext and the Customer, including the method and timing of such announcements, must be approved in advance by CRMnext in writing. CRMnext reserves the right to withhold approval of any public announcement in its sole discretion. Without limitation, any breach of the Customer's obligation regarding public announcements shall be a material breach of its agreement with CRMnext.

9.1.3 Each Customer represents and warrants that it has full power and authority under all relevant laws and regulations:

To offer and sell the goods and services offered by it using out services, including but not limited to holding all necessary licenses from all necessary jurisdictions to engage in the advertising and sale of the goods or services offered by it at the Web site;

To copy and display the materials used or displayed by it in CRMnext.

9.1.4 Each Customer represents and warrants that it will not engage in any activities:

That constitutes or encourages a violation of any applicable law or regulation, including but not limited to the sale of illegal goods or the violation of export control or obscenity laws;

That defames, impersonate or invade the privacy of any third party or entity

That infringes on the rights of any third party, including but not limited to the intellectual property, business, contractual, or fiduciary rights of others; and,

That infringes on the rights of any third party, including but not limited to the intellectual property, business, contractual, or fiduciary rights of others; and,

## 9.2 Maintenance and Support

9.2.1 The Customer can obtain assistance with any technical difficulty that may arise in connection with the Customer's utilization of the Services by requesting assistance by e-mail to support@crmnext.com. CRMnext reserves the right to establish limitations on the extent of such support, and the hours during which it is available. CRMnext will sign a separate Service Level Agreement for support levels.

9.2.2 The Customer is responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for its access to and use of the Web site, and the Customer shall be responsible for all charges related thereto.

## 9.3 Indemnity

The Customer agrees to indemnify and hold harmless CRMnext and their parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Customer's conduct, the Customer's use of the Services, the goods or services offered using the Customer's CRMnext, any alleged violation of the CRMnext Terms of Service or any alleged violation of any rights of another, including but not limited to the Customer's use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with the Customer's CRMnext. CRMnext reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Customer, but doing so shall not excuse the Customer's indemnity obligations.

9.4 CRMnext reserves the right to refuse to host or continue to host any CRMnext which it believes, in its sole discretion: (1) offers for sale goods or services, or uses or displays materials, that are illegal, obscene, vulgar, offensive, dangerous, or are otherwise inappropriate; (2) has received a significant number of complaints for failing to be reasonably accessible to customers or timely fulfill customer orders; (3) has become the subject of a government complaint or investigation; or (4) has violated or threatens to violate the letter or spirit of the CRMnext Terms of Service.

## 9.5 Security and Storage of Data

The security of your Data is maintained through the use of data encryption, data security protocols, passwords and other methods, which CRMnext employs, or which CRMnext may suggest or require that you employ. CRMnext deploys commercially viable best security solution to protect your data, yet despite the world class security set-up, in an unlikely event if security is breached you agree that CRMnext has no responsibility or liability either for the deletion or failure to store any Data transmitted by you or anyone else to the Services or the operation, or failure, or weakness, of any data encryption, data security protocols, passwords or other security methods employed by CRMnext.

## 9.6 Proprietary Rights

You acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Services or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Software, in whole or in part. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Services,

use of the Services, or access to the Services. If you are a professional financial service provider (i.e., an accountant or a bookkeeper), you may procure and maintain the Services for your clients by obtaining and maintaining from CRMnext a separate account for each of them.

CRMnext grants you a non-transferable, non-exclusive and terminable right and license to use the object code of its Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Software or any part thereof or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Services. You agree not to access the Services by any means other than through the interfaces that are provided by CRMnext for use in accessing the Services.

### **9.7 Trademark Information**

"CRMnext," the CRMNEXT logo, "SalesNext," and other CRMnext trademarks, service marks, logos and product and service names are marks of CRMnext (the "CRMnext Marks"). The Customer's trademarks, service marks, logos and product and service names are marks of the respective Customers ("Customer's Marks"). You agree not to display or use either the CRMnext Marks or the Customer's Marks in any manner without the owner's express prior written permission.

### **9.8 Disclaimer of Warranties**

You expressly understand and agree that:

No advice or information, whether oral or written obtained by you from CRMnext, or through or from the services or the CRMnext services shall create any warranty not expressly stated in the TOS.

The customer agrees not to resell or assign or otherwise transfer its rights or obligations under these TOS without the express prior written authorization of CRMnext.

Neither CRMnext nor the Customer shall be liable to the other for any delay or failure in performance under these TOS resulting directly or indirectly from force majeure events

### **9.9 Limitation of Liability**

CRMnext shall not be liable for any loss resulting from a cause over which CRMnext does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines; telephone or other interconnect problems; bugs, errors, configuration problems or incompatibility of computer hardware or software; failure or unavailability of Internet access; problems with Internet service providers or other equipment or services relating to your computer; problems with intermediate computer or communications networks or facilities; problems with data transmission facilities or your telephone or telephone service; or unauthorized access, theft, operator errors, severe weather, earthquakes or labor disputes. CRMnext is not responsible for any damage to your computer, software, modem, telephone or other property resulting from your use of the services or the CRMnext Services. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or consequential damages. Accordingly, some of the above limitations may not apply to you.

### **9.10 Indemnity**

You agree to defend, indemnify and hold CRMnext harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your

violation of the TOS, state or federal laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of the Services and/or the CRMnext Services

#### **9.11 Modifications to or discontinuation of their services and/or the CRMnext services**

CRMnext reserves the right at any time and from time to time to modify, temporarily or permanently, the Services and/or the CRMnext Services (or any part thereof) upon notice to you. CRMnext also reserves the right at any time to discontinue, temporarily or permanently, the Services and/or the CRMnext Services (or any part thereof) to any accounts not in good standing upon notice to you. You agree that CRMnext shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services and/or the CRMnext Services

#### **9.12 Termination of the services and/or the QTM services**

You agree that CRMnext, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Services and/or the CRMnext Services, and remove and discard any Electronic Communications within the Services, for lack of use or if CRMnext believes that you have violated or acted inconsistently with the letter or spirit of these TOS. CRMnext may also in its sole discretion and at any time discontinue providing the Services and/or the CRMnext Services, or any part thereof. You agree that any termination of your access to the Services and/or the CRMnext Services under any provision of these TOS may be effected upon notice to you, and acknowledge and agree that thereafter CRMnext may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files, the Services and/or the CRMnext Services; however, in the event that your Services and/or the CRMnext Services with CRMnext terminates, CRMnext will use commercially reasonable efforts to return your Data to you electronically, in an appropriate format selected by CRMnext, as promptly as is reasonably possible after such termination, provided you have complied with the TOS and have paid in full all amounts owed to CRMnext. Further, you agree that CRMnext shall not be liable to you or any third party for any termination of your access to the Services and/or the CRMnext Services; provided, however, that if the termination is unrelated to your acts or omissions CRMnext will refund the pro rata portion of any fee that may have been paid by you for the portion of the Services not furnished to you as of the date of such termination.

#### **9.13 Links**

The Services and/or the CRMnext Services may provide, or third parties may provide, links to other World Wide Web sites or resources. Because CRMnext has no control over such sites and resources, you acknowledge and agree that CRMnext is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that CRMnext shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

#### **9.14 Notices**

Notices to you from CRMnext may be made by either e-mail or regular mail. CRMnext may provide notices of changes to the TOS, modification or termination of the Services and/or the CRMnext Services or other matters by e-mail to you or by displaying notices or links to notices to you on the Services and/or the CRMnext Services.

### **9.15 Modifications**

CRMnext may modify the TOS upon notice to you. If CRMnext sends you notice, via e-mail, posting on the Services and/or the CRMnext Services or otherwise, of a modification, you confirm your acceptance of the modification by not closing and/or by continuing to use the Services and/or the CRMnext Services.

### **9.16 General Provisions**

The TOS constitute the entire agreement between you and CRMnext and govern your use of the Services and the CRMnext Services, superseding any prior agreements between you and CRMnext with respect to the subject matter contained in the TOS. The TOS may only be modified or amended as set forth above in Section 9.15 or otherwise in a writing signed by CRMnext and you. The TOS and the relationship between you and CRMnext shall be governed by the laws of the Republic of India without regard to its conflict of law provisions. You and CRMnext agree to submit to the personal and exclusive jurisdiction of the courts located in the state of Delhi, India. The failure of CRMnext to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the CRMnext Services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.