MNJ SOFTWARE (MNJ Software)

ON-DEMAND SERVICE TERMS AND CONDITIONS

THESE ON-DEMAND SERVICE TERMS AND CONDITIONS (the "Terms and conditions," along with the On-Demand Service Agreement, are collectively referred to herein as, the "Agreement") are incorporated by reference into the On-Demand Service Agreement and apply to, and are effective upon, your use of the On-Demand Services. MNJ Software may modify these Terms and Conditions at its sole discretion. Any such modification is effective upon the earlier of notice to you or the modifications being posted on MNJ Software's website. You accept any modification to these Terms and Conditions by continuing to use the On-Demand Services. Capitalized terms not otherwise defined herein shall have the meanings ascribed them in the On-Demand Service Agreement.

1. The On-Demand Service

1.1 Provision of Access. On or as soon as reasonably practicable after the Effective Date, MNJ Software shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the On-Demand Service. Customer acknowledges and agrees that, as between Customer and MNJ Software, Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of the Agreement, shall be deemed a breach of the Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of the Agreement as applicable to such Authorized End User's use of the On-Demand Service, and shall cause Authorized End Users to comply with such provisions.

1.2 Customer Grant of License. Subject to the terms of the Agreement, Customer hereby grants MNJ Software a non-exclusive, non-sublicensable, and non-transferable (except in accordance with Section 7.3) license to copy, transmit, maintain, display, view, or otherwise use Customer Data to the extent necessary to provide the On-Demand Service to Customer. "Customer Data" shall include any data, information, or other materials of any nature provide by Customer to MNJ Software in connection with its implementation or use of the On-Demand Service. All rights not expressly granted to you herein are hereby reserved by MNJ Software. Neither the Agreement nor the On-Demand Service may be sold, leased, assigned, sublicensed, or otherwise transferred by you, in whole or in part.

1.3 Restrictions on Use. Customer's access the On-Demand Service is subject to the following additional restrictions. You may only: (i) allow the number of Authorized Users to access the On-Demand Service for which you have paid the applicable fees; and (ii) use the On-Demand Service for your internal business purposes. In addition, you shall not, nor permit any party to: (a) use the On-Demand Service for the benefit of any third party, including without limitation, in an outsourcing, application service provider or timesharing arrangement or in the operation of a service bureau; (b) sell, lease, sublicense, distribute, or otherwise transfer the On-Demand Service to any person, firm, or entity; (c) translate, decompile, create or attempt to create, by reverse engineering or otherwise, source code from any software component of the On-Demand Service; (d) modify the On-Demand Service or the documentation, if any, or create any derivative product

from any of the foregoing, except with the prior written consent of MNJ Software; or (e) copy or duplicate the On-Demand Service. You shall not delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice in the On-Demand Service, and shall ensure that all such notices and identifying logos, icons or other markings are reproduced on the On-Demand Service.

1.4 Export and Government Rights. Customer agrees that the On-Demand Service will not be shipped, transferred or exported into any country or used in any manner prohibited by the Administration Act or any other applicable export laws, restrictions or regulations, and Customer shall have sole responsibility and liability for compliance with all such laws. The On-Demand Service is provided with restricted rights.

1.5 Feedback. Customer shall provide MNJ Software with comments, ideas and/or reports ("Feedback") regarding the On-Demand Service. Customer acknowledges and agrees that any Feedback provided to MNJ Software shall be considered MNJ Software's proprietary and Confidential Information, and Customer hereby irrevocably transfers and assigns to MNJ Software all intellectual property rights embodied in or arising in connection with such Feedback, and any other rights or claims that Customer may have with respect to any such Feedback.

2. Additional Terms and Conditions. In addition to these Terms and Conditions, Customer's use of the On-Demand Service is subject to other terms that MNJ Software requires its Customers (including all individual employees, agents or contractors of Customer who are Authorized End Users) to review and adhere to while software or equipment. using the On-Demand Service. Both the MNJ Software Terms of Service and the Terms of Use, which are posted and available for review at (http://www.mnjsoftware.com) on MNJ Software's website, are hereby incorporated into and shall for all purposes be deemed a part of the Agreement. MNJ Software reserves the right to modify the Terms of Service or the Terms of Use at any time, effective upon the posting of updated versions thereof on MNJ Software's website. Any purchase or use of the On-Demand Service after the posting of an updated version of the Terms of Service or the Terms of Use shall be subject to such revisions.

3. Ownership. MNJ Software retains all right, title and full ownership and intellectual property rights, including, but not limited to any patents, trademarks, trade secrets, copyrights, in and to the On-Demand Service, and all related content, features, designs, discoveries, inventions,

made, conceived, developed, generated, or that is otherwise created pursuant to the Agreement with or without the input, advice, suggestion or collaboration of Customer ("Company Proprietary Materials"). All such Company Proprietary Materials shall belong exclusively to MNJ Software, with MNJ Software having the right to obtain and to hold in its own name, copyrights, patents, registrations or such other protection as may be appropriate to the subject matter. Customer agrees to give MNJ Software reasonable assistance required to perfect the rights defined in this Section.

4. Fees and Payments

4.1 Payment. In consideration for the access rights granted to Customer and the services performed by MNJ Software under the Agreement, Customer will pay to MNJ Software, without offset or deduction, all fees required by a particular Invoice. In the event Customer has failed to pay MNJ Software any fees or other amounts due, after MNJ Software has provided Customer notice and five (5) business days to cure the nonpayment, in addition to other available remedies provided herein, MNJ Software reserves the right to suspend performance of the On-Demand Service or any Services until Customer's account is brought current. All amounts owed by Customer to MNJ Software under the Agreement and which are past due shall accrue interest at a simple rate of one percent (2%) per month. Customer will also be responsible for all costs incurred by MNJ Software in connection with any claim made by MNJ Software in order to recover payment of Customer's account, including without limitation all professional fees and legal costs (including reasonable attorneys fees).

4.2 Taxes. Customer shall be liable for, pay and to the extent applicable, reimburse MNJ Software for all state and local sales, use, value added, excise, duty and any other taxes or similar assessments or charges (other than taxes based on MNJ Software's net income) with respect to the Agreement, any License created pursuant to the Agreement, Customer's purchase and use of the On-Demand Service, and the sale to Customer of hardware, software and equipment.

4.3 Customer Terms. No terms, provisions or conditions of any purchase order or other business form or written authorization used or issued by Customer will have any effect on the rights, duties, or obligations of MNJ Software hereunder, regardless of any failure of MNJ Software to object to such terms, provisions, or conditions.

5. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY
5.1 Notice Regarding On-Demand Service. **THE ON-DEMAND SERVICE IS A COMPLEX SERVICE. ITS PERFORMANCE WILL VARY DEPENDING UPON YOUR HARDWARE PLATFORMS AND SOFTWARE CONFIGURATIONS. YOU ACKNOWLEDGE THAT THE ON-DEMAND SERVICE IS NEITHER FAULT TOLERANT NOR FREE FROM ERRORS, CONFLICTS OR INTERRUPTIONS, THAT THE ON-DEMAND SERVICE MAY NOT OPERATE IN COMBINATION WITH OTHER SERVICES NOT SPECIFIED BY MNJ Software, AND THAT THE ON-DEMAND SERVICE MAY NOT OPERATE OR FUNCTION PROPERLY. YOU ALSO ACKNOWLEDGE THAT SOFTWARE ERRORS MAY BE IDENTIFIED UPON CUSTOMIZATION OR USE OF THE ON-DEMAND SERVICE. YOU THEREFORE ACCEPT THE RESPONSIBILITY OF DETERMINING THAT THE**

scripts, applets, procedures, improvements, developments, drawings, notes, documents, information and materials
5.2 Disclaimer of Warranties. **EXCEPT AS PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ON-DEMAND SERVICE AND SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES WHATSOEVER. CUSTOMER ASSUMES THE RESPONSIBILITY FOR THE SELECTION OF THE ONDEMAND SERVICE AS BEING ADEQUATE AND APPROPRIATE FOR ITS PURPOSES. EXCEPT AS SET FORTH IN THE AGREEMENT, MNJ Software MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO ANY SERVICE OR SERVICES FURMNJ SoftwareHED OR PROVIDED TO CUSTOMER UNDER THE AGREEMENT. MNJ Software EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF TITLE, INFRINGEMENT, MERCHANTABILITY, CUSTOM, TRADE, QUIET ENJOYMENT, SECURITY, DATA ACCURACY, TIMELINESS, AVAILABILITY, OR ACCURACY OF INFORMATION CONTENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ONDEMAND SERVICE AND OTHER SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT: (1) MNJ Software MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE ON-DEMAND SERVICE CAN ACCURATELY SUPPORT ALL TAX ASSESSMENT METHODOLOGIES; (2) IT IS SOLELY RESPONSIBLE FOR THE CONTENT, CALCULATION, AND ACCURACY OF ALL REPORTS AND DOCUMENTS PREPARED IN WHOLE OR IN PART BY USING THE ON-DEMAND SERVICE; (3) USING THE ON-DEMAND SERVICE DOES NOT RELIEVE CUSTOMER OF ANY PROFESSIONAL OR STATUTORY OBLIGATIONS CONCERNING THE PREPARATION AND REVIEW OF SUCH REPORTS AND DOCUMENTS; (4) CUSTOMER CANNOT RELY UPON THE ON-DEMAND SERVICE FOR ANY ADVICE OR GUIDANCE REGARDING COMPLIANCE WITH FEDERAL AND STATE LAWS OR THE APPROPRIATE TAX TREATMENT OF ITEMS REFLECTED ON SUCH REPORTS OR DOCUMENTS; AND (5) CUSTOMER WILL INDEPENDENTLY VERIFY ANY ALCULATIONS MADE BY USING THE ON-DEMAND SERVICE AND CORRECT. WITHOUT LIMITING THE PROVISIONS OF SECTIONS 5.1 AND 5.2, MNJ Software MAKES NO WARRANTY THAT THE ON-DEMAND SERVICE WILL BE FREE OF VIRUSES OR HARMFUL COMPONENTS OR THAT IT WILL CORRECT ANY DEFECTS OR ERRORS IN THE ON-DEMAND SERVICE FURMNJ SoftwareHED TO CUSTOMER UNDER THE AGREEMENT, REGARDLESS OF WHETHER CUSTOMER INFORMS MNJ Software OF SUCH DEFECTS OR ERRORS OR MNJ Software OTHERWISE IS, OR BECOMES AWARE OF, SUCH DEFECTS OR ERRORS.**

5.3 Limitation of Liability. **IN NO EVENT WILL MNJ Software BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, DAMAGE TO COMPUTER SYSTEMS, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO OR ARISING OUT OF THE AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE, EVEN IF MNJ Software HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, MNJ Software WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURMNJ SoftwareHING OF ANY SERVICES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN**

ON-DEMAND SERVICE IS SUITABLE IN QUALITY AND PERFORMANCE FOR USE ON THE COMPUTER SYSTEMS ON WHICH THE ON-DEMAND SERVICE MAY BE ACCESSED.
HUNDRED DOLLARS (US $100.00), WHICHEVER IS GREATER.

CUSTOMER ACKNOWLEDGES THAT THE ACCESS FEES AND OTHER FEES PAID OR TO BE PAID REFLECT THE ALLOCATION OF RISK SET FORTH IN THE AGREEMENT AND THAT MNJ Software WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT.

5.4 <u>Timing of Claims</u>. No action arising out of any breach or claimed breach of the Agreement or the transactions contemplated by the Agreement may be brought by Customer more than one (1) year after the cause of action has occurred.

6. <u>Confidentiality</u>.

6.1 <u>Generally</u>. Each party acknowledges that Confidential Information, as defined below, constitutes valuable trade secrets and each party agrees that it shall use the Confidential Information of the other party solely in accordance with the provisions of the Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the other party's Confidential Information from unauthorized use and disclosure. Each party agrees as follows: (i) to use Confidential Information disclosed by the other party only for the purposes described herein; (ii) that such Party will not reproduce Confidential Information disclosed by the other party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) that neither party will create any derivative work from Confidential Information disclosed to such party by the other party; (iv) to restrict access to the Confidential Information disclosed by the other party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of the Agreement; and (v) to return or destroy, pursuant to Section 6.3, all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of the Agreement. However, neither party bears any responsibility for safeguarding information that is: (i) publicly available through no fault of the receiving party; (ii) obtained by the other party from third parties without restrictions on disclosure; (iii) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (iv) is independently developed by the recipient without the use of any of the other party's Confidential Information; or (v) is approved for release or disclosure by the disclosing party without restriction. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party's rights under the Agreement, including to make such court filings as it may be required to do.

BREACHED OR HAVE PROVEN INEFFECTIVE. MNJ Software'S LIABILITY UNDER ANY CLAIM ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE EQUIVALENT OF TWELVE (12) MONTHS FEES APPLICABLE AT THE TIME OF THE CLAIM OR ONE
, employee and customer information and any information that may be exchanged pursuant to Section 7.2 and which would reasonably be considered Confidential Information under this Section 6.1 whether in tangible or intangible form, and whether or not stored, compiled or memorized physically, electronically, graphically, photographically or in writing.

6.2 <u>Injunctive Relief.</u> In the event of actual or threatened breach of the provisions of Section 6.1, the non-breaching party will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual damage.

6.3 <u>Return of Confidential Information</u>. Upon termination of the Agreement or upon request, MNJ Software and Customer agree to immediately return all Confidential Information belonging to the other party.

7. <u>General</u>

7.1 <u>Governing Law and Venue</u>. The Agreement will be construed and controlled by the laws of the INDIA.

7.2 <u>Dispute Resolution</u>. In the event of a dispute between the Parties under the Agreement, the parties agree that arbitration shall be the sole and exclusive method of determining unresolved controversies or claims between the parties with the exception of claims related to the enforcement of any monetary obligation under the Agreement or claims necessary to protect our intellectual property rights in the On-Demand Service. The arbitrator shall have no power or authority to add to or detract from the agreements of the parties, or to award punitive, consequential, special, indirect or incidental damages. The decision of the arbitrator shall be binding and conclusive on all parties involved, and judgment upon the arbitrator's decision may be entered in any court having competent jurisdiction. Neither party nor the arbitrator may disclose the existence or results of any arbitration hereunder.

7.3 <u>Assignment</u>. Customer may not assign or transfer the Agreement or its rights and obligations hereunder without the prior written consent of MNJ Software. Any assignment or attempted assignment by Customer without MNJ Software's prior written consent shall be null and void. MNJ Software may assign the Agreement without the consent of Customer and the Agreement shall inure to the benefit of MNJ Software's successors and assigns.

7.4 <u>Independent Contractors</u>. With respect to any Services performed pursuant to the Agreement, each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to the Agreement. Further, neither party, by virtue of the Agreement will have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party.

7.5 <u>Severability</u>. If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

"Confidential Information" means the On-Demand Service, the Agreement (including its negotiated terms), the Company Proprietary Materials, Customer's financial

provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

7.7 Force Majeure. Neither party shall be liable for any delay or failure due to force majeure and other causes beyond its reasonable control. This provision shall not apply to any of Customer's payment obligations.

7.8 Section Headings. The section headings used in the Agreement are intended for convenience only and will not be deemed to supersede or modify any provisions.

7.9 Language. The Agreement has been drafted and executed in the English language, which the parties agree shall control the construction of the Agreement in all respects.

7.10 Notices and Email. Any notice of termination, dispute or other official notice under the Agreement will be sent by Indian mail or by nationally recognized overnight express courier, to the other party's principal. place of business and shall be sent to the attention of the President. Notwithstanding the foregoing, Customer agrees to provide MNJ Software with Customer's e-mail address, to promptly provide MNJ Software with any changes to Customer's e-mail address, and to accept emails (or other electronic communications) from MNJ Software at the e-mail address Customer specifies for all other notices statements, and other communications to Customer.

7.11 Survival. Termination of the Agreement will not affect Sections 1.3, 3, 4, 5, 6, and 7 of these Terms and Conditions, each of which will survive termination of the Agreement, regardless of the reason for termination.

7.12 Entire Agreement. The Agreement, any Invoice, exhibits, Statements of Work or other documents referred to and incorporated herein or therein, constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. Any and all prior and contemporaneous communications, both oral and in written form between the parties with respect to the subject matter hereof are superseded hereby and shall have no force or effect. The Agreement will not be modified except by a written agreement signed on behalf of Customer and MNJ Software by their respective duly authorized representatives.

7.13 Counterparts. The Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

7.6 No Waiver. No waiver of any breach of any provision of the Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other