

MASTER SERVICE AGREEMENT

That this “Master Service Agreement” (hereinafter referred to as the “Agreement”) shall come into force from the effective date of order sheet, and executed in Bangalore is made by and between:

Desk Nine Private Limited, a private limited company incorporated under the Companies Act 2013, and having its registered office at #95, 3rd Floor, Rudra Chambers, 4th Main, 11th Cross, Malleshwaram, Bangalore 560003 (hereinafter, referred to as the “Desk Nine/SignDesk” which term shall be deemed to include all permitted successors and assigns) represented by its Authorized Representative Abhishek Saseendran **AND** You.

The Party of First and the Second Part are individually referred to as “Party” individually and collectively referred to as “Parties”.

WHEREAS:

- a) Desk Nine has the capability of providing, more specifically Contract Lifecycle Management tool;
- b) You are desirous of engaging Desk Nine for such Services (hereinafter referred to as the “Purpose”); and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

- 1.1 **Agreement** shall mean this Agreement agreed between the Parties, along with its schedules, annexures and exhibits, if any, and all instruments supplemental to or amending, modifying or confirming this agreement in accordance with the provisions of this agreement, if any, in each case as they may be supplemented or amended from time to time;
- 1.2 **Admin User** shall mean the person authorised by You to have the access to the Admin account of the Product;
- 1.3 **Associates** shall mean both party’s employees, directors, owners, a person who controls, is controlled by or is under common control of a party.

- 1.4 **Your Data** shall mean any information uploaded by a User (whether Admin User or the Authorised User, in any form, whether personal information or sensitive information) on the Product;
- 1.5 **Product** shall mean the Desk Nine's Contract Lifecycle Management tool with all its features and customizations used by You as per the terms of this Agreement;
- 1.6 **User/Authorised User** shall mean any user authorised by You to access and use the Product;
- 1.7 **User Acceptance Testing** shall mean the period during which You shall be given the opportunity to test the Product with or without the customisations requested.

2. SCOPE OF SERVICE

- 2.1 During the term of this Agreement You shall receive a non-exclusive, non-assignable right to access and use the Product for the purpose mentioned in this agreement alone and for no other purpose.
- 2.2 The Product shall be delivered in accordance with the terms of this agreement, any additional service or customizations as described in the customization form and for the consideration hereof.

3. INDEPENDENT CONTRACTOR RELATIONSHIP

- 3.1 This Agreement does not create a legal partnership, joint venture, agency, employee/employer, relationship, or franchisee/franchisor relationship between the parties. The Agreement creates a non-exclusive, independent contractor relationship between the parties and neither party shall have any right, power or authority to create any obligation or responsibility on behalf of the other.
- 3.2 Both parties agree that the relationship formed under this agreement shall not be a professional relationship and Desk Nine disclaims all responsibilities for any legal and business opinions formed by You while entering into this agreement.

4. ACCOUNT CREATION AND SECURITY

- 4.1 Desk Nine agrees to give You access to use the Product once all the required documents are provided by You. Such access shall be given in the form of an Admin account and all or any other user accounts as required by You along with the User ID and Password;

- 4.2 You agree that the responsibility to change and remember the User ID and Password shall lie upon You and not on Desk Nine;
- 4.3 You further agree not to share such User ID and Password with any other person who is not authorized to access and use the Product in order to maintain security and the obligations of this Agreement.
- 4.4 Both parties agree that any security breach arising due to hacking of the user account or mishandling of account credentials shall not be Desk Nine's responsibility.
- 4.5 You acknowledge that Desk Nine has the complete right to cease the access of the Users of the Product upon discovery of any unauthorized or illegitimate or prohibited use of the Product by any of Your Users.

5. ACCEPTABLE USE

- 5.1 You agree that You are independently responsible for complying with all applicable laws in all of your activities related to the use of the Product, regardless of the purpose of the use, and for all documents passing through the system during Your use of the Product.
- 5.2 You agree not to use the Product for any unauthorized, illegitimate or illegal purpose or for any purpose beyond the purpose of this Agreement.
- 5.3 You agree not to use the Product for any commercial purposes like reselling or to build a similar product or try to reverse engineer the codes of the Product.

6. CUSTOMISATIONS

- 6.1 Desk Nine agrees to use its best and most reasonable efforts to deliver the Product with all the customizations required by You and accepted by Desk Nine during the time of User Acceptance Testing. However, the acceptance of any new customization will solely be under the discretion of the Desk Nine.

7. SUPPORT AND MAINTENANCE

7.1. Desk Nine agrees to provide support and maintenance services during the Term of this Agreement in accordance with the Service Level Agreement.

8. DESK NINE'S OBLIGATIONS

8.1 Desk Nine agrees to perform its obligations in a timely manner and in accordance with this Agreement.

8.2 Desk Nine agrees to deliver the Product with all the customizations agreed upon between both the parties and with the highest possible performance and functionality.

9. OBLIGATIONS

9.1 You agree to perform all your obligations in a timely manner and in accordance with this Agreement.

9.2 You agree to use the Product with the highest care and responsibility.

9.3 You agree to use this Product in a lawful manner and take responsibility for all the applicable laws while using the Product.

10. PRODUCT TERMS

10.1 E-SIGN

10.1.1 Obligations

- a. You shall ensure compliance with applicable guidelines laid down under the Information Technology Act (in force) and the Rules therein;
- b. You shall not pass any document into the Product which is outside the scope of the Information Technology Act (in force) or any other relevant act and You accept that Desk Nine does not ascertain the suitability of the Document with respect to the Esign Product;

- c. You agree to abide by all the applicable laws, rules, regulations, notices, circulars as issued from time to time by the appropriate authorities while using this product;
- d. You acknowledge that if You have entered details incorrectly, the system will give You a chance to correct the details. However, these transactions will be chargeable as per the commercials in the Order Form.
- e. You further accept the [Terms & Conditions](#) specific to the E-sign Services.

10.2 DIGITAL STAMPING

- a. You shall ensure compliance with all applicable guidelines laid down under the Indian Stamp Act (in force) and the Rules therein;
- b. You further abide with all the [Terms and Conditions](#) specific to the Digital Stamping Services.

2. Warranties and Disclaimers:

- a. You acknowledge that the Desk Nine does not make any representations or warranties about the appropriateness of any Authentication Measure or response.
 - b. You agree that the responsibility of choice of the type of authentication is completely on You in accordance with the applicable laws and your use cases.
3. Desk Nine is a disinterested third-party technology provider and therefore will not be responsible for the following-
- a. ensuring the legality of documents sent to our systems.
 - b. ensuring that appropriate details of parties provided are correct.
 - c. determining the type of e-sign to be used.

You are solely responsible for the aforementioned responsibilities.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

11.1 Confidentiality:

11.1.1 Both parties agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations.

11.1.2 All confidential information provided by a party shall be used by the other party solely for the purpose of this Agreement.

11.1.3 Except as may be required in carrying out this Agreement, any confidential information shall not be disclosed to any third party without the prior consent of disclosing party.

11.1.4 The above shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by or to any Regulatory Authority, any auditor of the parties hereto, or by judicial or administrative process or otherwise by Applicable Law.

11.2 Intellectual Property Rights:

11.2.1 Both parties agree that Desk Nine alone shall own all the rights, titles, and interests including, but not limited to, Intellectual Property, the content, the codes, the documentation, the designs, the logo, the product name and the ideas.

11.2.2 You agree that unless written consent is received from Desk Nine, You shall not claim or directly or indirectly imply any ownership on the Desk Nine Product.

12. DATA PROTECTION

12.1 Desk Nine agrees to take all reasonable measures to protect and safeguard Your data stored in Desk Nine's database;

12.2 Desk Nine agrees and acknowledges that Your data shall not be assessable by Desk Nine or any of its employees or associates without your consent and shall be stored in an encrypted format;

12.3 You agree and acknowledge that any personal data/ personal information shared using this Product shall be your responsibility alone and the Desk Nine shall not be held liable for any misuse of the same by any third party;

12.4 Desk Nine agrees to comply with all the applicable data protections laws and regulations;

12.5 By using this Product, You provide consent to Desk Nine to process and store Your Data.

13. TERM AND TERMINATION

13.1 The Term of the Agreement shall be as specified in the Order Form and will commence from the date of signing of this Agreement.

13.2 Renewal: The Agreement shall be renewed if You wish to continue to use the Product and provide written consent for the same. However, in case, You continue to use the Product beyond the initial term, without a renewal agreement, then all the terms of this Agreement shall be deemed to be in effect. Termination for Convenience: Either party shall terminate the Agreement by giving 30 days written notice to the other party.

12.3 Termination for Cause. Either party can terminate this Agreement for cause by giving a written notice to the other party in case of following events:

- a) If You fail to make payments within the agreed timelines given in the Order Form
- b) In case of breach of any confidentiality obligations by either party
- c) In case of any material breach of any party's obligations and failure to cure such breach within reasonable time.
- d) In case of bankruptcy or state law insolvency proceedings are made against the other party and such proceedings are not dismissed within 30 days of commencement.

12.4 Obligations Upon Termination: Upon termination of this Agreement:

- a) Access to the Product shall be terminated;

- b) Any amount payable up to the termination date shall be paid, payments for services beyond the termination date will be waived;
- c) Each Party shall delete or return the other Party's confidential information.

14. FEES AND PAYMENT

- 14.1 Fees:** You will pay fees as mentioned in the Order Form. Fees are based on actual use or minimum commitment as mentioned in the Order Form.
- 14.2 One Time Integration Charges (OTI):** You will make the OTI payment on the date decided as per the Order Form.
- 14.3 Service Charges:** Charges applicable for Product availed by You and shall be based on the Order Form. Service Charges are due within 30 days of the date of invoice.
- 14.4 Out of Pocket Expenses.** You shall be notified of any unexpected expenses that Desk Nine may incur on Your behalf. Once notified, You and Desk Nine shall discuss reimbursement options. You will not be liable for unexpected expenses it did not receive notifications on.
- 14.5 Taxes.** You are responsible for paying Taxes (GST, TDS or other Applicable Taxes) when due or, if necessary, reimburse Desk Nine for the same. You shall be responsible for ensuring that the Taxes are paid in a timely manner.
- 14.6 Annual Increment:** You will pay an annual increment as mentioned in the Order Form.
- 14.7 Payment Disputes:** In case You find any discrepancy in the monthly invoice raised, the same shall be intimated to Desk Nine in writing describing, in detail, the exact nature of the discrepancy within 15 business days of receipt of invoice. In case no such dispute is raised within 15 business days, the invoice shall be deemed to be accepted.
- 14.8 Resolution of payment Dispute;** Any discrepancy, as described in the above clause shall be resolved within a period of 15 business days and payments to be made within 10 days of such resolution.

14.9 Penalty for Late Payment

- a) You shall have no late payment fee but will endeavor to have invoices paid no later than 30 days after invoice date.
- b) Desk Nine reserves its right to file appropriate proceedings, without prejudice as its right to seek an appropriate legal remedy under the provisions of any other applicable law.

15. DISCLAIMERS AND WARRANTIES

- 15.1** Both the parties agree that any hindrance in the Product functionality arising due to any reason out of Desk Nine's control shall not be Desk Nine's responsibility;
- 15.2** You agree that the legality, authenticity and safety of any document passing through the system due to Your use of this Product shall be Your responsibility alone;
- 15.3** Desk Nine does not warrant that the Product will be completely error-free and without any defects.

16. DISCLAIMERS OF PROFESSIONAL RELATIONSHIP

While using the Product, the You understand that the Product (a) does not create any Attorney-Client relationship (b) any feature of the Product shall not be construed as providing any advice or suggestion during drafting or negotiation. Any suggestions given by the Product shall be used or applied only upon the independent judgement and shall not be substituted for obtaining legal advice (c) doesn't intent solicitation. Use of any information herein the Product shall not substitute or replace the service of a legal attorney and any decision therein shall be taken under independent legal opinion.

17. REPRESENTATIONS

- 17.1** You acknowledge that You are not prohibited under any law to use the Product as offered by Desk Nine;
- 17.2** The Desk Nine acknowledges that it is not prohibited under any law to deliver the services as per this Agreement;

17.3 You represent that it is completely aware of the laws applicable in order to use the Product and all its features and shall use the Product only in accordance with the applicable laws.

17.4 Desk Nine represents that it is an ISO:27001 & ISO: 9001 certified company and has an information security process in place.

18. NON-COMPETE

18.1 During the Term, Customer shall not: (a) directly market, promote, or solicit customers or subscriptions for, supply, sell or resell any product or service in competition with the Services; or service that competes with the Services; or (b) display on its website (c) have any controlling interest in any entity that markets, promotes, sells or provides any product or service in competition with the Services; (d) enter into any agreements with any provider to resell, redistribute, sublicense or otherwise commercialize any product or elsewhere any advertising or marketing materials of any provider of any product or service that compete with the Services.

19. INDEMNITY

19.1 You shall defend and hold harmless Desk Nine against any third party claim, action, suit, or proceeding arising as a result of your use of our Products Including failure to comply with laws, statutes, and regulations that are now or hereafter be in effect, violation of any terms of this Agreement.

19.2 Desk Nine hereby agrees to indemnify, defend and hold harmless you from and against any direct claims, losses, liabilities, costs and expenses suffered or incurred by You as a result of, or in connection with, any third-party claims to the extent caused, solely due to fraud, gross negligence, or willful misconduct of Desk Nine in performing the Services.

19.3 You shall pay and indemnify Desk Nine for all losses, damages, expenses, and costs incurred by Desk Nine (including reasonable attorney's fees) as a result of any award, order or judgment entered against Desk Nine in any third-party claim, action or proceeding, arising solely from your use of our product.

19.4 Desk Nine reserves its right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Desk Nine and You agree to cooperate with Desk Nine's defense of those claims.

19.5 You agree not to settle any matter in which Desk Nine is named as a defendant and/or for which You have indemnity obligations without Desk Nine's prior written consent.

20. LIMITATION OF LIABILITY

1. Desk Nine's total aggregate liability for CLM Solution for any reason whatsoever and upon any cause of action including without limitation, breach of contract, negligence, strict liability, misrepresentations, and other torts, is limited twenty percentage of Annual Service charges paid by You, and immediately preceding the events giving rise to the liability. However, this limit of liability shall not be applicable in case of a claim for breach of confidentiality or Intellectual Property Rights.

21. MISCELLANEOUS

1. NOTICE

a) Any notice/communications required to be given by the parties shall be addressed to the parties at the address specified in this Agreement and the Order Form and to be sent electronically through email communication.

2. FORCE MAJEURE

b) Neither Party shall be responsible for failure or delay in performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; action by government entity, government restrictions (including but not limited to the denial or cancellation of any export, import or other license or any Policy and Regulatory changes); other event outside the reasonable control of the obligated party. Any Force Majeure event causing non-performance for a period exceeding 90 days shall be deemed as termination of the Agreement. The Parties however agree that any financial failure or non-performance of any financial obligations or covenants of the Parties shall not constitute Force Majeure.

3. GOVERNING LAW AND JURISDICTION

- a) This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Bengaluru, India;
- b) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be amicably settled between the Parties, failing which the Parties may approach the court of law in Bengaluru.

4. ENTIRE AGREEMENT

- a) This Agreement, along with the annexures and other documents incorporated here by reference constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement, or read into the agreement through incorporation by reference

5. SEVERABILITY

- a) Any invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of the Agreement in such jurisdiction or the validity, legality or enforceability of the Agreement, including any such provision in any other jurisdiction, it being intended that all rights and obligations of the Parties under the Agreement shall be enforceable to the fullest extent permitted by law.

6. AMENDMENTS

- a) The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

7. SURVIVAL

- a) Each party hereto covenants and agrees that the provisions in Confidentiality Clause and Indemnity Clause in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

For DESK NINE PRIVATE LIMITED

Name: Abhishek Saseendran

Title: Chief Executive Officer





Document details

Document ID: 63244d16385088068b88dfa2
Document Name: CLM Website Agreement
Signature Algorithm: SHA-256 With RSA

Signer details




Abhishek Saseendran	Signed Time & IP	Signature Method & Algorithm
abhishek@signdesk.com (OTP : 579367)	16 Sep 2022 03:56 PM	Electronic Signature by SignDesk.com
null	106.51.75.116	SHA-256 With RSA

Consent & Consent Id

I understand that by clicking the "Sign Now" button I would be electronically signing the said document. I have read and understood the said document. I agree to electronically sign all the pages of the said document and agree to be bound by them.

ID:5e25847f109eee1bec6320fd

History

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