

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 company incorporated under the provisions of the Companies Act, 2013 and having its registered office at #95, Rudra Chambers, 3rd Floor, 11th Cross, 4th Main Malleswaram, 560003 (hereinafter referred to as “**SignDesk**” which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and permitted assigns) represented by its Authorized Representative Mr. Abhishek Saseendren AND You

SignDesk is a Technology based company and is engaged in building software technology products. You desire to use the Product developed by SignDesk for the purpose of easing your business activities (herein referred to as the “**Purpose**”).

BY SIGNING THE ORDER FORM, YOU AGREE TO THESE TERMS AND CONDITIONS

In view of the above, parties agree as below-

1. DEFINITIONS

- 1.1. Agreement shall mean this agreement executed 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. Business Day shall mean any day other than a Saturday, Sunday or official public holiday in India.
- 1.3. Product Documentation shall mean any documentation or specifications made available by the SignDesk in connection with the Software.
- 1.4. Document Workflow Solution shall mean the workflow as opted for by the clients by way of the annexed Order Form.
- 1.5. Laws shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or

official directives of any governmental authority or person acting under the authority of any governmental authority, whether in effect or which may come into effect in the future.

1.6. Order Form - “Order Form” means an ordering document or online order specifying the Product to be provided hereunder that is entered into between Client and DNPL or any of their Affiliates, including any addenda and supplements thereto.

1.7. Client Data shall mean any of the Service Recipient’s information, documents, or electronic files that are uploaded on SignDesk’s website or in possession of SignDesk;

1.8. Product means the product as listed in the Order Form and opted for by the Client.

1.9. Product Material shall mean the Product Documentation; APIs made available, commercial documents and the Documentation.

1.10. Traditional Stamp Paper shall mean the stamp paper issued by the Treasury of respective states

1.11. Users shall mean users authorized by You to operate accounts created with SignDesk.

1.12. Website shall mean the website, SignDesk.com or any other website as decided by SignDesk at its own discretion from time to time.

1.13. Workflow shall mean the sequence of process, or the way customizations are conducted in a way that Product features are in line with Client requirements.

2. SCOPE OF SERVICE

That SignDesk agrees to provide services in accordance with the scope of services incorporated herein by this reference and as per the Order Form.

3. USE OF PRODUCT

You may use the product as per our [Terms of Use](#). Any updates to these Terms of Use shall be communicated to you on the email id provided during Onboarding.

4. WORKFLOW PROCESS AND CUSTOMISATIONS

4.1. By default, the Product made available to you would be as per the standard workflow as provided by SignDesk and as available on the link specified in the Order Form.

4.2. However, in case you wish to have any change/alter the workflow, the same shall be communicated to SignDesk by way of the Customization Request Form

4.3. Any Customization Request Form is subject to the commercial and evaluation by SignDesk.

4.4. You shall be responsible for any liability arising out of the customization requested by you.

5. FEES AND PAYMENT

5.1.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 Sheet.

5.2.One Time Integration Charges (OTI): you will make the OTI payment right upon completion of the UAT.

5.3.Product commercials include the following

a.One Time Integration Charges: Charges applicable for integrating with SignDesk and payable before Go live. This fee is non-refundable.

b.Service Charges: Charges applicable for Product availed by You and shall be based on the Order Form. Service Charges are due within 15 days of the date of invoice

5.4.Certain charges will be dependent on external factors like UDAI and Stamping service providers and hence shall be as per the Product-specific terms, the link to which is attached in the Order Form.

These charges are subject to change, in case of a hike in prices by SignDesk/authorities. You agree that there will be a renegotiation of commercials in case there are any changes as mentioned above.

5.5.Out of Pocket Expenses. in case of an unexpected instance where SignDesk has to incur any expense on behalf of you, You shall reimburse the expense incurred to SignDesk.

5.6.Taxes. You are responsible for paying Taxes (GST, TDS or other Applicable Taxes) when due or, if necessary, reimburse SignDesk for the same. You shall be responsible for ensuring that the Taxes are paid in a timely manner.

5.7.Annual Increment: You will pay an annual increment of 9 % on the Service Charges.

5.8.Payment Disputes: In case You find any discrepancy in the monthly invoice raised, the same shall be intimated to SignDesk in writing describing in detail the exact nature of the discrepancy within 15 days of receipt of the invoice. In case no such dispute is raised within 15 days, the invoice shall be deemed to be accepted

5.9.Resolution of payment Dispute; Any discrepancy, as described in the above clause shall be resolved within a period of 15 days and payments to be made within 10 days of such resolution.

5.10. Penalty for Late Payment

SignDesk is a Small Enterprise and comes under the purview of THE MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006.

The Micro, Small and Medium Enterprise Development (MSMED) Act, 2006 contains provisions of Delayed Payment to Micro and Small Enterprise (MSEs).

According to these provisions, You are liable to pay a compounded fine, if You fail to make a payment to SignDesk within 45 days from the date of invoice. The fine is compounded monthly on the amount at three times the bank rate notified by the Reserve Bank of India (RBI).

SignDesk reserves its right to file appropriate proceedings as prescribed under the MSMED Act, without prejudice it's right to seek an appropriate legal remedy under the provisions of any other applicable law.

6. STORAGE

6.1.The standard storage period of any client document/data would be 7 days from the date of completion of the Transaction.

6.2.You can opt for an extended storage period under the Order Sheet. This would be on a chargeable basis.

6.3.Once the standard storage period/ extended storage period, as applicable, expires, the client document/data, pertinent to the Transaction, will get automatically deleted, without any notice.

6.4.SignDesk will not be able to retrieve any deleted data/document after the storage period.

6.5.You are solely responsible for storing/downloading the document in your own system.

7. OBLIGATIONS OF THE PARTIES

7.1.You shall comply with all applicable laws including consumer protection laws that may impose special requirements with respect to electronic transactions involving one or more “consumers”

7.2.You shall verify that the documents are executed correctly without any error or defect.

7.3.Parties hereby agree to abide by all the obligations as mentioned in Product Specific Term in addition to the obligation herein.

8. MAINTENANCE AND SUPPORT

Maintenance and Support shall mean the maintenance and support services as described in the [Service Level Agreement \(“SLA”\)](#).

9. REPRESENTATIONS

9.1.Signdesk represents and warrants that:

a.it has full power and capacity to enter into and perform its obligations under this Agreement;

b.it is incorporated under the laws of India;

c.it is an [ISO:27001](#) certified company and has an information security process in place.

Signdesk's [ISO:9001](#)

d.it takes all steps necessary and required to protect the end-user data in accordance with its [Data Protection Policy](#).

9.2.Client represents and warrants that:

- a.it has full power and capacity to enter into and perform its obligations under this Agreement
- b.it is incorporated under the laws of India
- c.it has evaluated the suitability of the Products with the purpose for which Product is being used
- d.it is aware of all the laws applicable with respect to the use of the Products and uses the Products in accordance with the laws.

10. DISCLAIMER OF WARRANTIES

10.1. You agree that your use of Product is subject to the following terms-

- a.The Product facilitates a platform for you to execute agreements between parties specified by You in the platform. You agree that executing the agreements in the platform doesn't make SignDesk a party to the executed Agreement.
- b.You have exclusive control over the documents that are uploaded to the system. You recognise that Signdesk does not verify the content, quality, format or correctness of any uploaded or executed documents.
- c.You recognise that SignDesk stores all Your documents in an encrypted form.
- d.Your Users will give accurate and appropriate instructions to process and SignDesk will act as per the instructions as given by the Users
- e.Signdesk is not responsible for determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes;
- f. SignDesk shall solely rely upon the documents and information provided to it by You and it shall, under no circumstance, be liable to undertake independent scrutiny of the content of the documents and information or verify the authenticity, completeness or correctness of such documents and information.
- g.SignDesk cannot be held liable for the execution of any document on the Platform which is not eligible for digital execution under the Applicable Laws.
- h.SignDesk expressly disclaims any kind of express or implied representations or warranties with respect to;
 - i. the availability, functionality or performance of any third-party services
 - ii. Product will be accurate, error--free or uninterrupted.

iii. SignDesk does not make any representations or warranties suitability of the Product or legality and enforceability of documents or transactions.

10.2. Disclaimer of Consequential Damages: In, no event, shall either party or anyone else involved in providing be liable for any indirect, special, incidental or consequential damages of any kind, including, without limitation, lost income, lost profits, present and future, the cost of cover or loss of use regardless of whether such liability is based on breach of contract, breach of negligence, intentional or unintentional tort, strict liability, violation of statute, ordinance or regulation, failure of consideration, or other basis, arising out of Your use of the Product.

10.3. Further, in case of any action being initiated by legal/regulatory authorities against SignDesk due to misuse or fraudulent use of Product by you, You shall reimburse legal costs and expenses which are incurred by the SignDesk

11. CONFIDENTIALITY, DATA SECURITY AND PROTECTION

Confidentiality. The obligations of the Parties regarding confidentiality, and any confidential information disclosed pursuant to this Agreement and applicable Order, including the terms of this Agreement and any Order, is governed by the terms and conditions set forth in the [NON-DISCLOSURE UNDERTAKING \(NDA\)](#), which is incorporated into this Agreement. To the extent any conflict exists or arises between the terms of the NDA and the terms of this Agreement, the terms of this Agreement shall govern.

12. INDEMNITY

12.1. You shall defend and hold harmless SignDesk 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.

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

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

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

12.5. Signdesk hereby agrees to indemnify, defend and hold harmless you from and against any and all 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 Signdesk in performing the Services.\

13. TERM AND TERMINATION

The Term of the Agreement is as specified in the Order Sheet and will commence from the date of the Agreement.

13.1. Renewal: The agreement shall be renewed if You wish to continue to use the Products.

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.

13.2. Termination for Cause. Either party can terminate this Agreement for cause with immediate by giving written notice to the other party in case of the following events

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

13.3. Obligations Upon Termination: Upon termination of this Agreement:

- i. Access to the Product shall be terminated
- ii. Any amount payable in terms including any deferred payments or payments originally to be made over time shall be paid
- iii. Each Party shall delete or return the other Party's confidential information.

14. CONFLICT OF TERMS

In case there is a conflict of terms in the Master Service Agreement and Product Specific terms, Product-specific terms shall prevail.

15. FORCE MAJEURE

Neither Parties 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. 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.

16. GOVERNING LAW AND JURISDICTION

16.1. This Agreement shall be governed by and construed in accordance with Indian Law and shall be subject to the exclusive jurisdiction of the courts in Bengaluru.

16.2. 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 courts of law in Bengaluru.

17. ENTIRE AGREEMENT

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

18. AMENDMENTS

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

19. NOTICES

Any notice/communications required to be given by the parties shall be addressed to the parties at the address specified as follows:-

For Signdesk- #95, 3rd Floor,
Rudra Chambers, 4th Main,
11th Cross Rd, Malleswaram,
Bengaluru, Karnataka 560003

Client – as given in the Order Form

20. SURVIVAL

Survival of Certain Provisions. Each party hereto covenants and agrees that the provisions in the 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.

21. SEVERABILITY

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.

22. COUNTERPARTS

This Agreement may be executed in several counterparts that together shall constitute one and the same instrument.

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: 63184a69efe4ce16de9c3273
Document Name: MSA - Desk Nine Private Limited V3
Signature Algorithm: SHA-256 With RSA

Signer details




Abhishek Saseendran	Signed Time & IP	Signature Method & Algorithm
abhishek@signdesk.com (OTP : 685889)	07 Sep 2022 01:21 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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