Trinity Software License and Warranty Terms Agreement

This Software License and Warranty Terms Agreement ("Agreement") is between the End User and Trinity Mobility Private Limited (Licensor/ Trinity) with a place of business at #21 /1-1, Nawab Towers, Cunningham Road, Bangalore-560052, Karnataka, India.

"trinityRESPOND – Computer Aided Dispatch (CAD) Software and trinityENGAGE – Citizen Engagement System Software" hereinafter to be referred as 'Trinity Software''

DEFINITIONS.

1.1   "Trinity Software" means software product, and any applicable documentation, licensed to Licensee under this Agreement, and delivered as specified in Software Order Forms hereto, all as developed by Trinity an delivered to Licensee hereunder; (ii) any new releases, updates or versions thereof made available and (iii) any complete or partial copies of any of the foregoing.

1.2   "Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities for implementing Trinity Software.

1.3   "Territory" the term territory shall mean the country of <<mention country name>> only.

1.4   "Add-on" means any development that adds new and independent functionality, but does not modify existing Trinity Software functionality, and is developed using Trinity Software application programming interfaces or other Trinity Software code that allows other software products to communicate with or call on the Software.

1.5   "Affiliate" means any legal entity in the Territory in which the Licensee, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such interest is maintained.

1.6   "Agreement" means the Software License and Warranty Terms Agreement.

1.7   "Associated Company" means any legal entity of which a person or company has direct or indirect Control and only as long as a person or company maintains direct or indirect Control.

1.8   "Business Partner" means a legal entity or individual that requires access to the Software in connection with Licensee's internal business operations, such as customers, distributors and/or suppliers of Licensee.

1.9   "Confidential Information" means, with respect to Licensee: Licensee's marketing and business plans and/or financial information, and with respect to Trinity Software : (a) the Software, Documentation and other Trinity Software Materials, including without limitation the following information regarding the Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software; (b) the research and development or investigations of Trinity Software ; and (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies. In addition, Confidential Information of either Trinity Software or Licensee (the party disclosing such information being the "Disclosing Party") includes information which the Disclosing Party protects against unrestricted disclosure to others that (i) the Disclosing Party or its representatives identifies as confidential at the time of disclosure; or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure; including, without limitation, information from, about or concerning any third party that is disclosed under this Agreement.

1.10   "Control" means the power to direct or cause the direction of the affairs of an entity whether by means of direct or indirect ownership of fifty per cent (50%) or more of the voting rights or similar rights of ownership or by means of having the power to direct the management or directors whether conferred by constitutional documents, shareholder agreement or other document regulating the affairs of an entity.

1.11   "Designated Unit" means information technology devices (e.g. hard disks or central processing units) identified by End User or System Integrator pursuant to or in connection with this Agreement that have been previously approved by Trinity Software or otherwise officially made known to the public as appropriate for Use or interoperation with the Software.

1.12   "Documentation" means Trinity Software's then-current technical and/or functional documentation which is delivered or made available by Trinity.

1.13   "Effective Date" means the effective date set out in the Software License and Warranty Terms Agreement as "Effective Date".

1.14   "Export Law" means all constitutions, laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits restrictive measures, trade sanctions, embargos and other legally binding requirements of all federal, country, international, state and local governmental authorities relating to export, re-export or import.

1.15   "Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.16   "Licensee" means the end user identified above in the Software License and Warranty Terms Agreement as "End User".

1.17   "Modification" means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Software including, but not limited to, the creation of any new application program interfaces alternative user interfaces or the extension of Trinity Software data structures; or (iii) any other change to the Software (other than an Add-on) utilizing or incorporating any Trinity Software Materials.

1.18   "Trinity" means the Licensor identified in the Software License and Warranty Terms Agreement as "Trinity".
1.19   "Trinity Software Support" means Trinity's support offering to directly provide support to End Users subject to the terms and conditions set out in the Software License and Warranty Terms Agreement.
1.20   "Trinity Software Materials" means any software, programs, tools, systems, data or other materials made available to Licensee directly by Trinity prior to or after the Effective Date including, but not limited to, the Software and Documentation.

1.21   "Software" means (i) any and all software products licensed to Licensee under this Agreement as specified in the Software License and Warranty Terms Agreement, all as developed and delivered by Trinity (ii) any new releases, updates or versions thereof, made available through unrestricted shipment pursuant to this agreement; and (iii) any complete or partial copies of any of the foregoing.

1.22   "Third Party Software" means any software product (including, without limitation, address directories) licensed under the Agreement in which proprietary rights are held by someone other than Trinity.

2.   LICENSE GRANT.

2.1   License.

2.1.1   Subject to Licensee's compliance with all the terms and conditions of this Agreement, Trinity grants to Licensee a non-exclusive, non-transferable, perpetual (except for subscription based licenses) license to Use the Software, Documentation, and other Trinity Software Materials at specified site(s) within the Territory to implement the Trinity Software (including customer back-up and passive disaster recovery) and to provide internal training and testing for such operations, unless terminated in accordance with the terms of this Agreement. Licensee may make Modifications and/or Add-ons to the Software in furtherance of its permitted Use under this Agreement, and shall be permitted to use Modifications and Add-ons with the Software in accordance with this Section 2.1.1 and Section 6.3. Licensee shall not:
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2.1.2   Licensee agrees to install the Software only on Designated Units located at Licensee's facilities and in Licensee's direct possession. With advance written notice to Trinity, the information technology devices may also be located in the facilities of an Affiliate and be in the Affiliate's direct possession. Licensee must be appropriately licensed as stated in this agreement for any individuals that Use the Software, including employees or agents of Affiliates and Business Partners. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system. If Licensee receives licensed Software that replaces previously licensed Software, its rights under this Agreement with regard to the previously licensed Software end when it deploys the replacement Software for Use on productive systems following a reasonable testing period. At the date the rights to the previously licensed Software end

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2.2 Affiliate Use. Affiliates' Use of the Software, Documentation and other Trinity Software Materials to run their internal business operations as permitted under Section 2.1.1 is subject to the following: (i) Licensee ensures that the Affiliate agrees in writing to comply with the terms of this Agreement; and (ii) a breach of the Agreement terms by Affiliate shall be considered a breach by Licensee hereunder.

3. VERIFICATION. Trinity shall be permitted to audit (at least once annually and in accordance with Trinity standard procedures, which may include on-site and/or remote audit) the usage of the Trinity Software. Licensee shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Licensee underpaid license fees and/or Trinity Software support fees and/or (ii) that Licensee has Used the Software in excess of the license quantities or levels stated in the contract, Licensee shall pay such underpaid fees and/or for such excess usage based on the then-current Trinity Software price list, terms and conditions in effect at the time of the audit, and shall order the Software license quantities or levels used in excess by Licensee to Trinity and execute a revised Software License and Warranty Terms Agreement to affect the required licensing of any additional quantities or levels. Reasonable costs of Trinity Software's audit shall be paid by Licensee if the audit results indicate usage in excess of the licensed quantities or levels.

4. ELECTRONIC DELIVERY
In cases of electronic delivery, Trinity makes the Software available for download from a network at its own cost, and Licensee is responsible for the cost of downloading the Software.

5. TERM.

5.1 Term. This Agreement and the license granted hereunder shall become effective on the Effective Date and shall continue in effect thereafter unless terminated upon the earliest to occur of the following: (i) thirty days after Licensee gives Trinity written notice of Licensee's direction to terminate this Agreement, for any reason; (ii) thirty days after Trinity gives Licensee written notice of Licensee's material breach of any provision of this Agreement (other than Licensee's breach of its obligations under Sections 6, 10 or 12, which breach shall result in immediate termination) unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or a petition for the opening of insolvency proceedings or similar proceedings if filed against the Licensee.

For the avoidance of any doubt, termination of this Agreement shall strictly apply to all Software licensed under this Agreement, its appendices, schedules, addenda and order documents and any partial termination of this Agreement by Licensee shall not be permitted in respect of any part of this Agreement, its appendices, schedules, addenda, order documents.

5.2 End of Term Duties. Upon any termination hereunder, Licensee and its Affiliates shall immediately cease Use of all Trinity Software Materials and Confidential Information. Within thirty (30) days after any termination, Licensee shall irretrievably destroy or upon Trinity's request deliver to Trinity all copies of the Trinity Software Materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Licensee must certify to Trinity in writing that it has satisfied its obligations under this Section 5.2. Licensee agrees to certify in writing to Trinity that it and each of its Affiliates has performed the foregoing. In the event of any termination hereunder, Licensee shall not be entitled to any refund by Trinity of any payments made by Licensee to Trinity. Termination shall not relieve Licensee from its obligation to pay fees that remain unpaid.

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6.3 Modifications/Add-ons.

6.3.1 Licensee shall comply with Trinity's onboarding procedure prior to making Modifications or Add-ons. All Modifications and all rights associated therewith shall be the exclusive property of Trinity. All Add-ons developed by Trinity (either

independently or jointly with Licensee) and all rights associated therewith shall be the exclusive property of Trinity. Licensee agrees to execute those documents reasonably necessary to secure Trinity's rights in the foregoing Modifications and Add-ons. All Add-ons developed by or on behalf of Licensee without Trinity's participation ("Licensee Add-on"), and all rights associated therewith, shall be the exclusive property of Licensee subject to Trinity's rights in and to the Software and Trinity Software Materials; provided, Licensee shall not commercialize, market, distribute, license, sublicense, transfer, assign or otherwise alienate any such Licensee Add-ons. Trinity retains the right to independently develop its own Modifications or Add-ons to the Software, and Licensee agrees not to take any action that would limit Trinity's sale, assignment, licensing or use of its own Software or Modifications or Add-ons thereto.

6.3.2 Any Modification developed by or on behalf of Licensee without Trinity's participation or Licensee Add-on must not (and subject to other limitations set forth herein): enable the bypassing or circumventing any of the restrictions set forth in this Agreement and/or provide Licensee with access to the Software to which Licensee is not directly licensed; nor unreasonably impair, degrade or reduce the performance or security of the Software; nor render or provide any information concerning Trinity Software license terms, Software, or any other information related to Trinity Software Materials.

7. PERFORMANCE WARRANTY.

7.1 Warranty. TRINITY warrants that the Software will substantially conform to the specifications contained in the Documentation for One year following delivery of the Software. The warranty does not apply: (i) if the Software is not used in accordance with the Documentation; or (ii) if the nonconformance is caused by a Modification or Add-on (other than a Modification or Add-on made by Trinity) (iii) to any Licensee unlicensed activities. Trinity does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Licensee's business requirements. Provided Licensee notifies Trinity in writing with a specific description of the Software's nonconformance within the warranty period and Trinity validates the existence of such nonconformance, Trinity will, at its option: a) repair or replace the nonconforming Software, or b) refund the license fees paid by Licensee to Trinity for the applicable nonconforming Software to Licensee in exchange for a return of such nonconforming Software. This is Licensee's sole and exclusive remedy under this warranty. Licensee's written notification of any nonconformance must include sufficient detail for Trinity Software to analyze the alleged nonconformance. Licensee must provide commercially reasonable assistance to Trinity in analyzing and remediating any nonconformance of the Software.

7.2 <u>Technical Support</u>

    7.2.1 <u>Generally</u>. During the Warranty Period and any Maintenance Period, Trinity shall:
- i. Provide all assistance necessary to ensure that the Licensed Software continues to perform in accordance with Documentation, and that the Licensed Software remains current;
- ii. Provide a toll-free telephone hot-line number twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year, to answer questions End User may have regarding use of the Licensed Software and to assist End User in use of the Licensed Software. This will be provided remotely through telephonic support or remote support. End User will provide a secured remote access to the system for undertaking this support. Wherever the situation demands travel to site by Trinity Engineers to fix the issue, this will be done at no extra cost during Warranty and Technical Support Period. Any travel of Trinity Engineers to site will require Additional Travel Time.
- iii. Provide an immediate telephone response by a trained representative(s) as soon as reasonably possible after End Customers' placement of a call, but in no event more than one (1) hour after Customer's notification of a Priority 1 Defect and three (3) hours for a Priority 2 Defect.

    7.2.2 <u>Defect Classification</u>. During the Warranty Period and any Maintenance Period, Defects in the Licensed Software, and Trinity's response to such Defects, shall be classified as follows:
- i. Priority 1 Defect. A Priority 1 Defect causes the Licensed Software or any critical component thereof to become totally inoperable, non-functional or causes ongoing corruption of critical data.
- ii. Priority 2 Defect. A Priority 2 Defect substantially impairs Customer's ability to use one or more critical function of the Licensed Software.
- iii. Priority 3 Defect. A Priority 3 Defect minimally impairs Customer's ability to use the core functions of the Licensed Software.
- iv. Priority 4 Defect. All other Defects are Priority 4 Defects.

    7.2.3 <u>Defect Correction Intervals</u>. End User may report suspected Defects to Licensor verbally or in writing, and shall designate the severity level of such Defect ("Defect Report"). After each Defect Report, Trinity shall provide a Correction during the Warranty Period and any Maintenance Periods within the following time frames:

v. <u>Priority 1 Defects</u>. Trinity shall assign an individual(s) to address the Defect within two (2) hours after receipt of the Defect Report, and supply a Correction within one (1) calendar day after receipt of the Defect Report. Trinity shall immediately assign fully qualified technicians to repair the Defect without interruption until Trinity provides a Correction.

vi. <u>Priority 2 Defects</u>. Trinity shall supply a Correction within two (2) calendar days after receipt of the Defect Report. Trinity shall assign fully-qualified technicians to repair the Defect during Customer's regular business hours until Trinity provides a Correction.

vii. <u>Priority 3 Defects</u>. Trinity shall correct a reported Defect as soon as reasonably possible but in no event later than fifteen (15) calendar days after receipt of the Defect Report.

viii. <u>Priority 4 Defects</u>. Trinity shall take reasonable steps to correct a reported Defect within a time frame mutually agreed by the parties commensurate with the severity of the problem, but in no event more than thirty (30) calendar days after receipt of the Defect Report.

<u>7.2.4 Technical Support Fees</u>. Trinity shall provide Technical Support Services to End User at no cost during the Warranty Period of one year. After the warranty period of one year, the end user may acquire the Technical Support Services for additional Technical Support Periods at a mutually agreeable rate; provided, however, that the rate shall be no higher than any other rate for the Trinity's provision of similar Technical Support Services for any of its other licensees nor higher than 10% more than the rate for the previous Technical Support Period, if any.

<u>7.2.5 Advanced Technical Support.</u> In addition to the Warranty and Technical Support provided by Trinity, Trinity may recommend positioning On-Site Engineers at the Customer Site location on a dedicated basis to support Priority 1 Defects and also coordinate the day to day running of the operations of the system and manage help desk services. This will be chargeable extra.

7.3 Express Disclaimer. TRINITY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR GURANTEES WITH RESPECT TO THE SOFTWARE EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

8. THIRD PARTY CLAIMS.

8.1 Infringement and Defense of Licensee. Trinity will, at its sole discretion, either defend Licensee against or settle any claim brought against Licensee in the Territory if such claim (i) is brought by any owner of the Intellectual Property Right specified below giving rise to the claim and (ii) alleges that Licensee's Use of the Software, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of such owner's patent claim(s), copyright, trademark or trade secret right. Trinity will pay damages finally awarded against Licensee (or the amount of any settlement Trinity enters into) with respect to such claims. This obligation of Trinity does not apply if the alleged infringement or misappropriation results from (i) Use of the Software in conjunction with any software or service other than the Software; (ii) Use of the Software in conjunction with an apparatus other than a Designated Unit; (iii) failure to promptly use an update provided by Trinity, if such infringement or misappropriation could have been avoided by use of the update; or (iv) any Use not permitted by this Agreement. This obligation of Trinity will also not apply if Licensee fails to timely notify Trinity in writing of any such claim; however, Licensee's failure to provide or delay in providing such notice shall not relieve Trinity of its obligations under this Section except to the extent Trinity is prejudiced by Licensee's failure to provide or delay in providing such notice. Trinity is permitted to control fully the defense and any settlement of any such claim as long as such settlement does not include a financial obligation on or admission of liability by Licensee. In the event Licensee declines Trinity's proffered defense, or otherwise fails to give full control of the defense to Trinity's designated counsel, then Licensee waives Trinity's obligations under this Section 8.1. Licensee must reasonably cooperate in the defense of such claim and provide Trinity with all relevant information and reasonable support. Licensee may appear in any proceedings concerning such claim or legal dispute, at its own expense, through counsel reasonably acceptable to Trinity. Trinity expressly reserves the right to cease such defense of any claim(s) in the event the Software is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. Trinity may settle or mitigate damages from any claim or potential claim by substituting alternative substantially equivalent non- infringing programs and supporting documentation for the Software. Licensee must not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Software that is prejudicial to Trinity's rights.

8.2 THE PROVISIONS OF THIS SECTION 8 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY AND OBLIGATION OF TRINITY TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATIONS OF LIABILITY.

9.1 Not Responsible. Trinity will not be responsible under this Agreement (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect or liability is caused by Licensee , a Modification or Add-on (other than a Modification

or Add-on made by Trinity or (iii) if the Software is used in conjunction with any third party software for which the Licensee lacks sufficient rights from the third party vendor for such use; or (iv) for any Licensee activities not permitted under this Agreement. TRINITY WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD PARTY SOFTWARE.

9.2   Exclusion of Damages; Limitation of Liability. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR (I) DAMAGES RESULTING FROM (a) UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, AND (b) DEATH OR PERSONAL INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR ARISING FROM EITHER PARTY'S WILLFUL MISCONDUCT OR (II) TRINITY'S OBLIGATIONS UNDER SECTION 8.1, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM WILL TRINITY OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT IN EXCESS OF THE LICENSE FEES PAID BY LICENSEE TO TRINITY FOR THE SOFTWARE DIRECTLY CAUSING THE DAMAGES OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ATTORNEYS' FEES, COURT COSTS, INTEREST OR EXEMPLARY OR PUNITIVE DAMAGES.

9.3   The provisions of this Agreement allocate the risks between Trinity and Licensee. The license fees paid by Licensee reflect this allocation of risk and the limitations of liability herein. It is expressly understood and agreed that each and every provision of this Agreement which provides for a limitation of liability, disclaimer of warranties or exclusion of damages, is intended by the Parties to be severable and independent of any other provision and to be enforced as such.

10.   CONFIDENTIALITY.

10.1. Use of Confidential Information. Confidential Information must not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the Disclosing Party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the Disclosing Party, the party receiving the Confidential Information ("Receiving Party"): (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder, and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein "Reasonable Steps" means those steps the Receiving Party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either Party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

10.2   Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the Receiving Party; (c) at the time of disclosure, was known to the Receiving Party free of restriction; or (d) the Disclosing Party agrees in writing is free of such restrictions.

11.   Confidential Terms and Conditions; Publicity. Licensee shall not disclose the terms and conditions of this Agreement to any third party. Neither Party shall use the name of the other Party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that Trinity may use Licensee's name in customer listings or, at times mutually agreeable to the Parties, as part of Trinity's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits).Trinity will make reasonable efforts to avoid having the reference activities unreasonably interfere with Licensee's business. Licensee agrees that Trinity may share information on Licensee for marketing and other business purposes.

12.   ASSIGNMENT. Licensee may not, without Trinity's prior written consent, assign, novate, delegate, pledge, subcontract or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the Trinity Software Materials or Trinity Software Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation.

13.   GENERAL PROVISIONS.

13.1   Retention of data. With regard to business transactions covered by this Agreement, Licensee must retain any records for a period of ten years starting on 1th of January of the year following the year during which the data were transmitted or otherwise transferred, or for the minimum period prescribed by applicable law, whichever is longer. In addition, Licensee must maintain current, complete and accurate reports on all of Trinity's Confidential Information in its possession or in the possession of its representatives.

13.2   Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be wholly or in part illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or

unenforceable provision had never been contained herein. The illegal, invalid or unenforceable provision will be replaced by a valid and enforceable provision which approximates as closely as possible the intent of the invalid or unenforceable provision. This will also apply in the case of contractual gaps.

13.3   No Waiver. If either Party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

13.4   Counterparts. This Agreement may be signed in one or more counterparts, each of which will be considered an original but all of which together form one and the same instrument and will be treated as if the signatures on the counterparts were on a single copy. This Agreement may be validly executed by means of transmission of signed facsimile, pdf or any other documented form for which a process has been provided by Trinity. Signatures sent by fax, pdf, email or other electronic means for which a process has been provided by Trinity shall be deemed original signatures.

13.5   Regulatory Matters. The Software, Trinity Software Support, Documentation and Trinity Software Materials as well as parts of any of these (e.g. new versions, releases, updates, upgrades, patches, fixed or correction of a software product) are subject to Export Laws of various countries. Licensee agrees that it will not submit the Software, Trinity Software Delivered Support, Documentation or other Trinity Software Materials or parts of any of these to any government agency for licensing consideration or other regulatory approval without the prior written consent of Trinity, and that it will not export, re- export or import any Software, Trinity Software Delivered Support, Documentation and/or Trinity Software Materials to countries, persons or entities prohibited by any applicable Export Law. In that context, Licensee is responsible for complying with all applicable Export Laws. If Trinity wants to deliver and/or grant access to Software, Trinity Software Delivered Support, Documentation other Trinity Software Materials, or parts of any of these directly to a Licensee, Licensee will support Trinity in obtaining any required authorization, approval or other consent from the competent authorities by providing any necessary or useful declarations or other necessary or useful information, e.g. End User certificates, as may be requested by Trinity. Licensee acknowledges that the delivery of and/or granting of access to Software, Trinity Software Delivered Support, Documentation and Trinity Software Materials as well as parts of any of these may be subject to the prior obtaining of export or import authorizations or both from the competent authorities and that this process may (i) considerably delay or prevent the delivery of and/or granting of access to Software, Trinity Software Support, Documentation and Trinity Software Materials or part of any of these, (ii) impact Trinity's ability to provide Trinity Software Delivered Support or other services and (iii) lead to Trinity having to limit, suspend or terminate Licensee's access to Trinity Software Delivered Support services or other services.

Trinity will not assume any responsibility or liability:

a) for any delay caused in the delivery and/or granting of access to Software, Trinity Software Support, Documentation and Trinity Software Materials or parts of any of these due to export or import authorizations or both having to be obtained from the competent authorities;

b) if any required authorization, approval or other consent for the delivery of and/or granting of access to Software, Trinity Software Support, Documentation and Trinity Software Materials or parts of any of these cannot be obtained from the competent authorities;

c) if the delivery of and/or granting of access to Software, Trinity Software Support, Documentation and Trinity Software Materials or parts of any of these is prevented due to applicable Export Laws; and

d) if access to Trinity Software Delivered Support or other services has to be limited, suspended or terminated due to applicable Export Law.

13.6   Governing Law; Limitations Period. This Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement are governed by Indian Law law to the exclusion of the international law of conflicts. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement (including any dispute regarding the existence, validity or termination of this Agreement) is Bangalore. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

13.7   Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of Trinity and Licensee at the addresses first set forth in this agreement. Where in this Section 13.7 or elsewhere in this Agreement a written form is required, except for any notice of termination or notice of a material breach which shall occur by exchange of letter(s), that requirement can be met by facsimile transmission, exchange of letters or other written form, including email or other electronic means for which a process has been provided by Trinity.

13.8   Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

13.9   Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between Trinity and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the Parties disclaim any reliance on any such representations, discussions and writings. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to Trinity. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. This Agreement does not create any partnership, joint venture or principal- and-agent relationship.

13.10   Amendments. Any modification, amendment or supplement to this Agreement (including this Section 13.10 (Amendments) must be made in writing or in any other documented form for which a process has been provided by Trinity.

13.11   Effective Date. If a Party signs a part of this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature will be deemed to be the date on that the signing Party signed that part of the Agreement.

13.12   WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION COMMENCED UNDER OR IN CONNECTION TO THIS AGREEMENT.

13.13   Survival. Sections 3 (Verification), 5.2 (End of Term Duties), 6.1 (Reservation of Rights), 6.2 (Protection of Rights), 7 (Performance Warranty), 8 (Third Party Claims), 9 (Limitations of Liability), 10 (Confidentiality), 13.1 (Retention of data), 13.2 (Severability), 13.6 (Governing Law; Limitations Period), 13.12 (Waiver of Jury Trial) shall survive any termination of this Agreement.