

Part 4 – SPECIAL CONDITIONS

1. INTELLECTUAL PROPERTY RIGHTS:

- 1.1 The copyright and all other proprietary rights for the Software and Code of Turing Labs as well as all enhancements and changes made as part of the contract, including fresh code, documentation and other materials as well as in any idea, method, invention, discovery, design, concept or other work (“the Works”) arising from this agreement (whether conceived or developed individually or jointly with the Turing Labs) shall belong to Turing Labs unless otherwise mutually agreed.
- 1.2 The Client shall not be entitled to duplicate, reproduce, copy, share and/or distribute the Software and especially its Code under any circumstances to any party without the express consent of Turing Labs.
- 1.3 The Code of the Software of Turing Labs maybe used and/or shared during the course of execution of the present Contract and the same shall continue to remain to remain property of Turing Labs and the Client shall not claim any rights in or over the same.
- 1.4 Any misuse, unauthorised copying, distribution or sharing of the Software or Code of Turing Labs by the Client shall be deemed to be a severe breach of the Agreement and will also be deemed to be an intentional act in bad faith. In such a case, each act of misuse shall be treated to be a separate breach and each such breach shall entail damages equal to twice the amount of compensation/charges specified hereinunder in addition to availing all other legal remedies available to the Licensor.
- 1.5 Any software, products, reports or documents prepared or information or inventions produced during execution of this Contract and all intellectual property rights therein shall be the property of Turing Labs. The Client hereby waives/assigns to Turing Labs all intellectual property rights in the above-mentioned material generated by Turing Labs in the performance of the Contract.

2. LIMITATION OF LIABILITY:

- 2.1 In no event shall Turing Labs be liable to the Clients, its employees or any subcontractors (whether in contract, tort (including negligence) or otherwise for any increased costs or wasted expenditure, loss of profits, business, contracts, or revenues, loss of operation time, loss of goodwill or reputation of the Client, its employees or subcontractors or any other person acting on their behalf, special indirect incidental punitive or consequential damage of any nature whatsoever or howsoever arising directly or indirectly out of this Agreement.
- 2.2 Licensor’s maximum aggregate liability under or in connection with this Agreement (whether in contract, tort including negligence or otherwise) shall in no event exceed the total amount of charges paid by the Client during the preceding 3 (three) months to which the claim relates.

3. **CONFIDENTIALITY:**

- 3.1 Turing Labs may, during the course this Agreement, exchange and/or provide the Client with access to their Confidential Information including but not limited to the Code of Turing Labs' Software. Confidential Information may be disclosed by Turing Labs either orally, visually, in writing (including graphic material) or by way of consigned items.
- 3.2 The Client shall take all reasonable security precautions, including precautions at least equal to the precautions that it takes to protect its own confidential information, to protect the secrecy of the Confidential Information.
- 3.3 The Client may disclose Confidential Information only to its employees on a need-to-know basis. Except as provided herein, the receiving party agrees to treat the same as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such information, and shall not make use of such information, without the prior written consent of the disclosing party.
- 3.4 The Confidential Information shall remain the sole property of Turing Labs. Turing Labs may, at any time including but not limited to on termination of this Agreement, request the Client to return, destroy or delete (in such a manner that it cannot be recovered) all Confidential Information (including all copies) belonging to Turing Labs in the Client's possession or control.

4. **TERM AND TERMINATION:**

- 4.1 This Agreement shall commence from the date of its execution and shall continue for the period specified in Time Lines mentioned in Part 3 hereinabove unless the term is modified pursuant to express mutual written agreement of the parties.
- 4.2 Either party may terminate this Agreement at any time if the other party is in breach of any material term of this Agreement and does not remedy the breach within the ten (10) Business Days of the date of a written notice from the other party specifying the breach and requiring it to be remedied.
5. **DAMAGES:** Notwithstanding anything to the contrary contained in this Agreement, except as specifically agreed in this Agreement, for breach of Confidentiality obligations and Intellectual Property Rights to be claimed by Turing Labs, the Client

cannot claim any loss, damages (direct and/or indirect and/or consequential or otherwise), compensation or any liabilities, financial or otherwise from Turing Labs during the subsistence of and resulting from this Agreement.

6. **NAME AND TRADEMARK PROTECTION:** The Client shall not use Turing Labs' name, brand, logo or trademarks in any promotional materials, endorsements or other communications with, or materials or products provided to, third parties without Turing Labs' prior written consent.
7. **TAXES:** The CLIENT shall pay to Turing Labs the Goods and Services Tax and/or any other applicable cess, tax, levy imposed by any statutory, government, municipal authority during the course of execution of and related to the subject matter of the present Contract.
8. **MODE OF PAYMENT:** All payments made to Turing Labs under this Agreement shall be in Indian Rupee (INR).
9. **PAYMENT OF INVOICES:** All invoices shall be paid by the CLIENT promptly and immediately in accordance with the timelines specified in the present Contract and not later than within days of receipt of invoice(s).
10. **FORCE MAJEURE:**
 - 10.1 If either party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, that party shall immediately serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure.
 - 10.2 The party claiming to be prevented or delayed in the performance of any of its obligations by result of Force Majeure shall use all reasonable endeavours to bring the Force Majeure to an end or find a solution whereby the Agreement may be otherwise performed.
 - 10.3 Subject to compliance with Sub-Clauses 1 and 2 above, a party shall have no liability in respect of the performance of its obligations as are prevented by Force Majeure events during the continuation of such events, and for such reasonable time after

they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

- 10.4 If a party is prevented or delayed from performing its obligations by Force Majeure for a continuous period in excess of ten (10) Business Days, then the parties will enter into bona fide discussions with a view to alleviating the situation or to agreeing upon such alternative arrangements as may be fair and reasonable. If the parties fail to agree upon a course of action within a further period of ten (10) Business Days, then either party may immediately terminate this Agreement by serving notice on the other.
11. **APPLICABLE LAW:** The Agreement shall be interpreted in accordance with the laws of the Union of India and Turing Labs shall agree to submit to the courts under whose exclusive jurisdiction of New Delhi.
12. **INDEPENDENT CONTRACTOR STATUS:** The relationship of Turing Labs to CLIENT will be that of an independent contractor, and neither Turing Labs nor any employee of Turing Labs will be deemed to be an agent, partner or employee of the CLIENT. It is expressly understood that this undertaking is not a joint venture.
13. **NOTICES:** Any written notice or demand required by this Agreement shall be sent by registered or certified mail (return receipt requested), personal delivery, commercial courier, or other guaranteed delivery to the other party at the address set forth herein. The notice shall be effective (a) as of the date of delivery if the notice is sent by personal delivery, commercial courier or other guaranteed delivery, and (b) as of five (5) days after the date of posting if the notice is transmitted by registered or certified mail.
14. **ENTIRE AGREEMENT:**
This Agreement and all exhibits, schedules, and annexures set forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein. This Agreement may be amended only by a written agreement signed by both parties.