

## LICENSING AGREEMENT

THIS **LICENSING AGREEMENT** is made at Mumbai on this \_\_\_\_\_ day of NOVEMBER, 2013

### **BETWEEN**

**M/S KAIZEN INFOTECH SOLUTIONS PVT. LTD.**, incorporated in India under the Companies Act, 1956, having its registered office at 122/123 Gala Complex, Dindayal Upandhyay Marg, Mulund (W), Mumbai:- 400080 represented through its Authorized Representative Mr / Ms \_\_\_\_\_ (hereinafter referred to as the said "**LICENSOR**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, assigns, representatives and heirs) of the **FIRST PART**;

### **AND**

**ROTARY CLUB OF \_\_\_\_\_**, a non-profit organization incorporated in association with Rotary International and duly registered under Indian Laws, having its office at \_\_\_\_\_ represented through its Authorized Representative Mr /Ms/Mrs \_\_\_\_\_ (hereinafter referred to as the "**LICENSEE**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, assigns, representatives and heirs) of the **SECOND PART**;

**WHEREAS** the Licensor has developed a mobile application known as Roster –on-Wheels ( herein after referred to as the said **application** ) The said application connects the members of the Rotary Club and provides and displays information and data in respect to Club, its activities and events, its members, the rules and regulation of the club and overall information in respect to Rotary International and Rotary Foundation and its rules, and also grants access to information and data of other clubs and provides and facilitates interaction between the members of a club, the club administration and its members and members of different clubs/districts and provides other allied features, the detailed features of the said application is set-out in **Annexure A** attached hereto ( said features)

**WHEREAS** Licensee is a Rotary Club/ Rotary District incorporated in association with Rotary International and is a non-profit organization duly registered under the Indian Laws and desires to utilize the said application for its own administrative use as well as the use and benefit of its members and the Licensor has agreed and accepted to grant license of the said application to the Licensee on the terms and conditions as set-out herein after.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING PREMISES AND THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO AGREE AS FOLLOWS:-**

#### **1) License**

- a) The Licensor hereby grants to the Licensee a personal, non-transferable non-exclusive, non-assignable, limited license to use the Application known as "Roster-on-Wheels", ( herein after referred to as the said **License**) in India as per terms and conditions of this Agreement.

- b) The said application can be used by the Licensee and the current members of its club/district for the purpose of displaying and accessing information and data in respect to Club, its activities and events, its members, the rules and regulation of the club and information in respect to Rotary International and Rotary Foundation and its rules, and to access information and data of other clubs and for interaction between the members of a club, the club administration and its members and members of different clubs/districts and for other allied purposes as set-out in Annexure A hereto.
- c) The Licensee and all its members shall be entitled to utilize all the features of the said application as set-out in Annexure A hereto, however Licensee and its members in his/her/its sole discretion utilize only few of the said features. The Licensor shall not be liable in case of failure on the part of the Licensee and /or its members to utilize all the features of the said application.
- d) The Licensor will grant a login key/s and a password/s to the Licensee, through which the Club Administration and the key members of the club administration can access the application and a login/key can be granted to each member of individual request to facilitate the member of the Club to access the said Application

## **2) Club Administration & Club Members**

- a) It shall be sole discretion of the Licensee to determine which key members and the members/ staff/employees of the Club Administration shall be granted such login key/s and the Licensee will intimate the number of login key/s that will be granted to and used by its Club Administration and the Key Members of the Club Administration and the Licensor shall activate the requisite login key/s and password/s. The Club Administration and Key Members of the Club Administration will be able to access the application using the login key.
- b) Each present member of the Club may opt to avail the services of the Licensor and request the Licensor to grant access to the said application during the term of this agreement. The member shall be required to make individual request in the prescribed format the Licensee in this respect.

## **3) Data and Information**

- a) The Licensee would be able to upload the data, information, photos, graphic, logos etc. in respect to Club, its activities and events, its members, the rules and regulation of the club and information in respect to Rotary International and Rotary Foundation and its rules and any other allied information and data(**Database**) on the said application.
- b) The Licensee would be required to upload and amend/update all such data, information, photos, graphic, logos in the manner and format prescribed by the Licensor.
- c) The Licensee may request the Licensor to upload the data, information, photos, graphic, logos etc. in respect to Club, its activities and events, its members, the rules and regulation of the club and information in respect to Rotary International and Rotary Foundation and its rules and any other allied information and data (**Database**) on the said application and the charges for the same are as set-out herein after. The Licensor would regularly update the data, information, photos, graphic, logos etc on the said application as per the information and details received from the Licensee.
- d) The Licensor does not warranty the correctness of the data, information, photos, graphic, logos etc. displayed on the said application.

## **4) Consideration**

- a) The Licensee shall be liable to pay the license fees as set-out in **Annexure B** here to, subject to review and revision from time to time. The said fees are for the use and access of the application by the Licensee , its administration and all its members
- b) The monthly license fees shall be paid on or before \_\_\_ of each month, and in case of failure on the part of the Licensee to pay the license fee on time, the Licensor is entitled to block or disconnect the access of the Licensee to the application.
- c) In case the Licensee requires the Licensor to upload its data on the said application then they shall be liable to pay additional monthly charges for the same as set-out in **Annexure B** hereto.
- d) All the taxes as applicable shall be charged and recovered extra.

## 5) Representations and Warranties

- a) The Licensor hereby represents and warrants to the Licensee that Licensor is the owner of the Application or otherwise has the right to grant to Licensee the rights set forth in this Agreement.
- b) The Licensor warrants that the said application shall perform in all material respects as set-out in Annexure B hereto when used with the appropriate computer equipment. This warranty shall not apply if used improperly or in an operating environment not appropriate for the same.

## 6) Disclaimer of Warranty

The Licensor's warranties set forth in this agreement are exclusive and are in lieu of all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

## 7) Maintenance

- a) The Licensor shall undertake the maintenance and updating of the said application from time to time, during the term of this agreement.
- b) The Licensor shall provide to Licensee any new, corrected or enhanced version of the Application as and when created and developed by the Licensor during the term of this agreement, such enhancement shall include all modifications to the Application which increase the speed, efficiency or ease of use of the Application, or add additional capabilities or functionality to the Application.
- c) In case of any problems in the operation of the application any issues in respect to the accessibility to the application, the Licensee shall forthwith intimate the same to the Licensor, who shall take the necessary steps to remedy the same within reasonable time
- d) The Licensor in normal course shall not charge any extra charges for any maintenance service carried out by it, except in cases where the defect arises due to improper or defective use of the same by the Licensee.

## 8) IPR Rights

- a) The Application, services relating to the Application, the technology, the technical know-how, the process and programs relating thereto are protected by copyright, trademark, patent, trade secret and other intellectual and proprietary rights (herein after referred to as the said **IPR rights** ) and Licensor is the owner and/or authorized user of all intellectual properties with respect to the Application and all the Services in respect to the same.
- b) The Licensee or any person nominated by it acquires no right, title or interest in any part of the said IPR. The Licensee may use the said IPR rights only as permitted by this Agreement and for no purpose other than the performance of this Agreement or as expressly agreed to by the Licensor in writing.

- c) Each Party (first Party) may use the trademarks, logos, trade names or such identifiers (together, “Brands”) of the other Party (other Party) only as expressly permitted by the other Party in writing and in accordance with the standard terms of use that the other Party notifies the first Party in writing. Each first Party undertakes not to use the other Party’s Brands conjoint with its own (i.e. the first Party’s) Brands in such way as to form a new brand, trade mark or trade name. Any goodwill generated by the use of each first Party’s Brands by the other Party, will vest exclusively to the relevant first Party only.
- d) Neither Party will engage in any marketing programs, press releases or other public announcements about the contents of this Agreement, without the prior written consent of the other Party.

## 9) Limitation of Liabilities

Licensor shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Licensor was advised of the possibility of such losses in advance. In no event shall Licensor's liability hereunder exceed the amount of license fees paid by Licensee.

## 10) Term

This Agreement shall come into force on the Effective Date and shall remain valid for a period of \_\_\_\_\_ years/months (“Term”), unless terminated earlier in a manner set out in this Agreement. Upon expiry, this Agreement may be renewed, upon such terms and conditions, and for a further period as agreed upon by both the Parties.

## 11) Termination & Effect of Termination

- a) Either Party will have the right to terminate this Agreement by giving at least 30 (thirty) days’ notice in writing to the other party to expire at the end of the Term or at any time after that.
- b) Either Party may terminate this Agreement by providing a written notice to the other Party at any time during the Term of this Agreement if the other Party:
  - commits a breach of this contract and, in the case of a breach capable of remedy, he fails to remedy the breach within 14 days of being required to do so in writing; or
  - becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.
- c) On termination or expiry the Licensor will disable the login of Licensee and its members and will consolidate the Data Base and handover the same to Licensee.

## 12) Confidentiality

- a) The Licensee agrees that information disclosed to it by the Licensor or any documents, papers, or communication in any form, whether verbally by employees of the Licensor, relating to the application, its technical know –how , its technology , manner of operation , business process and all allied trade secrets shall be considered confidential and proprietary information of the Licensor (**Confidential Information**).
- b) The Licensee shall not to disclose such confidential information to anyone except on need to know basic to persons and entities as required to comply the obligations under this agreement
- c) This Clause does not impose any obligations on licensee with respect to any Confidential Information which: (i) is now generally known or available or which, subsequently through no act or failure to act on the part of Licensee, becomes generally known or available; (ii) is rightfully known to licensee at the time of receiving such

information; ; or iii) is required to be disclosed by operation of law or by any government or regulatory authority.

### **13) Relationship**

Each party is an independent principal. There is no joint venture, partnership, agency or similar relationship created between the parties by this Agreement. Neither party is authorized to bind the other party to any legally binding obligations vis-à-vis a third party unless the other party has expressly agreed in writing with the first party.

### **14) Indemnity**

The Licensee shall defend, indemnify and hold Licensor and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising directly or indirectly from any breach of this Agreement by Licensee.

### **15) Force Majeure**

Either Party shall not be liable to the other for any loss, delays in or failure of performance by under this Agreement if and to the extent caused by Force Majeure, which is defined to be occurrences beyond the control of the Parties, including but not limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, terrorism, insurrection, sabotage and non-cooperation of third parties.

### **16) Severability**

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remainder of this Agreement, which will remain valid and enforceable according to its terms.

### **17) Assignment**

The Licensee shall not assign or otherwise transfer the Agreement or any right granted hereunder to any other person, without Licensor's prior written consent.

### **18) Survival**

Upon termination, all rights and obligations created by this Agreement will terminate, except that that Licensee will continue to be bound by those terms that would by their nature survive such termination, including without limitation those concerning fees, confidentiality, disclaimers of warranties, remedies, limitation of liability and indemnity Obligations.

### **19) Waiver**

If either Party fails to exercise any right or remedy under this Agreement, the same will not operate as a waiver of that right or remedy or prevent either Party from exercising the said right at a later stage.

### **20) Entire Agreement**

This Agreement along with the terms and conditions for the use of the said application states the entire agreement between the Parties concerning and supersedes any prior agreements, understandings, or representations. Any addition or modification to this

Agreement must be made in writing and signed by authorized representatives of both Parties.

**21) Arbitration & Governing Laws**

- a) Any dispute, difference or question which may arise at any time hereafter between the parties hereto and touching upon the true construction of this Agreement or rights and liabilities of the Parties hereto shall be resolved amicably according to the provisions of the Arbitration and Reconciliation Act, 1996 or any statutory modifications or re-enactment thereof for the time being in force. The arbitration proceedings shall be conducted in Mumbai. The language for such arbitration proceedings shall be English.
- b) Notwithstanding the foregoing, each Party shall be entitled to initiate or maintain any action or proceedings for injunctive, mandatory, prohibitory or similar relief (including actions brought for detention, custody or preservation of property) available in any court of competent jurisdiction, in relation to any breach of any provision of this Agreement or agreement between the Parties to which this Agreement refers or is incidental to this Agreement.
- c) This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of this Agreement shall be submitted to the jurisdiction of Mumbai Courts.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, ON THE DAY, MONTH AND YEAR FIRST MENTIONED HEREINABOVE;**

**SIGNED, SEALED AND DELIVERED  
BY THE WITHINNAMED "LICENSOR"**

\_\_\_\_\_  
**Through its Authorized Representative**

\_\_\_\_\_



**SIGNED, SEALED AND DELIVERED  
BY THE WITHINNAMED "LICENSEE"**

\_\_\_\_\_  
**Through its Authorized Representative**

\_\_\_\_\_



IN THE PRESENCE OF THE FOLLOWING WITNESSES:

1. \_\_\_\_\_



2. \_\_\_\_\_

## **Annexure A**

### **THE FEATURES OF THE APPLICATION**

1) The Application is divided in following major segments:

**a) MY CLUB**

Contains information in respect to News, Events, Announcements, Birthdays & Anniversary, Club History, B.O.D, Past President, Gallery & Recognition. This section also contains the option of club search where in a member can search for a members name, classification, family details & Blood group. This section also contains option of Favourites where in a member can choose a few Rotarians that you want to mark as favourites .The Chat Integrated in the application too.

**b) NEAR ME**

This section enables member to find a Rotary club around the world from your nearest location (With the help of GPS)

**c) R.I WORLD**

This section facilities search for a rotarian outside the club provided he/she is a prt of this application. The search can be with the members name, city or classification.

**d) ROTARY INFORMATION.**

This section contains information like guidelines of Rotary.

## **Annexure B**

### **DETAILS OF LICENSEE FEES**

### **DETAILS OF THE CHARGES LEVEIABLE IN RESPECT TO DATA ENTRY**