

Terms and Condition for KOYN Application:

LICENSOR has developed a web based application in cloud environment, which is known as Kyon, a 'Total Restaurant Solution' application programme.

WHEREAS the LICENSOR is providing platform for use of the said application Kyon to their customers in 'Android Tablet' and other electronic gadgets.

WHEREAS the said application Kyon provides POS facility for ordering and billing purposes in restaurants and other features like detailed analytical reports and integration with 'Loyalty Applications'. The application increases the efficiency in day to day operations and detailed management reports thereby resulting in increased revenue generation for restaurants at an affordable cost.

WHEREAS The Licensor has prepared a Computer programme in object code form more particularly described in the schedule hereunder written, and which is hereinafter referred to as the 'Product'.

WHEREAS The Licensee has requested the Licensor to grant a licence to use the same for its business and which the Licensor has agreed to do on the terms and conditions hereinafter recorded and agreed to between the parties.

NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Grant of Licence. - The Licensor hereby grants to the Licensee a licence to use the said product or licensed material which is more particularly described in the Schedule hereunder written, on the terms and conditions hereinafter set out. The LICENSOR grants licence for the usage of the web application 'Kyon' morefully described in the product at the Schedule below to the LICENSEE in order to enable the customers and the LICENSEE to utilize the same.
2. It is agreed by the LICENSEE that the said application 'Kyon' will be used exclusively by the restaurant for their business and the same shall not be shared by any means or manner nor sublet or utilised by any similarly restaurant businesses.

3. The LICENSEE shall not disclose the software code details provided by the LICENSOR to the LICENSEE in terms of this Agreement to any third party, which amounts to breach of contract for which the LICENSOR has got rights to claim damages notwithstanding terminating the terms of this contract with the LICENSEE.
4. The LICENSEE agrees that the software application shall not be copied or used by others in any other manner, in any other forms pursuant to which the access is obtained by the LICENSEE in terms of the Agreement (non competitive).
5. Licence non-exclusive and non-transferable - The Licence shall be non-exclusive but also non transferable by the Licensee. The said product will be used only in India and nowhere outside the country.
6. Delivery date - The Licensor shall hand over to the Licensee one copy of the said Product and the documentation on the media at the place ,providing the access code .
7. Android Tablet & Printer - The Licensee shall make available before the delivery date the 'Tablet & Printer' which is fully operational, at the said place or location referred to in clause 6 above in terms of the packages as mentioned in the schedule 2 hereto.
8. Installation of Product - When the said product is delivered to the licensee by the Licensor, the Licensee will install the product on the said Tablet, in accordance with the instructions or guidelines supplied by the Licensor at its own risk and responsibility. However if the Licensee so requests, the Licensor will help the Licensee in installing the product in the 'Android Tablet' for which the Licensee will have to pay the charges of the Licensor as notified by the Licensor.
9. Security deposit - The Licensor will provide the 'Android Tablet & Printer' in case the Licensee requires the same to be supplied and will deliver the said product to the Licensee only against payment of a sum Rs.....(to be discussed mutually) as security deposit as hereinafter provided and the payment of the amount of the first installment of licence fee hereinafter provided.
10. Product tests. - On the delivery of the product to the Licensee, the same along with the documentation shall be deemed to be accepted by the Licensee. However before the delivery date, the Licensee will be entitled to carry out tests of the product, in accordance with the test criteria prepared by the Licensee and approved by the Licensor for achieving the expected results. If the said product is found not to be in accordance with the accepted tests and the Licensee being unwilling to accept the product due to such test, this agreement shall be deemed to be cancelled or not entered into at all.

11. Training. - The Licensor agrees to provide training to the employees of the Licensee appointed for that purpose in the use of the said product as may be necessary free of costs.

12. Restriction on use. - The Licensee shall use the product for processing its own data and its customers and for its own internal business only and shall not use the same for any other purpose or permit any other person to use the same by way of trade or otherwise.

13. Licensee's undertaking. - The Licensee agrees and undertakes that it shall

not-

(i) use or allow any other person to use the product or any licensed material as part of a network or contrary to any other restrictions contained in this agreement.

(ii) translate or adopt the product or the licensed material for any purpose or create any work delivered from the said product.

(iii) transfer or sub licence or rent out all or any of the licensed materials to any other person

(iv) make any alterations or additions to the product except as specifically described in the documentation.

(v) permit the whole or any part of the product to be combined or mixed up with any other programme.

(vi) permit itself or others to decompile, reverse - engineer or disassemble the product or any part of the licensed material except to the extent allowed by law.

(vii) Use any copy of the product on any equipment other than the specified equipment in which the product is to be used except a back-up copy of the product, if it is necessary for the use of the product permitted by this licence agreement.

(viii) make or permit others to make any copies of the documentation.

(ix) allow unauthorised access, use or copying and shall maintain adequate security measures to safeguard the product of the licensed material.

14. Maintenance service. - The Licensor shall also render maintenance service to the product during the continuance of this agreement. Any corrected or modified version of the product or documentation or new releases of the product served as a part of maintenance service shall be deemed to form part of the said product or licensed material.

15. Licence fee. - In consideration of the grant of licence, the Licensee shall pay to the Licensor the licence fee as well as maintenance charge at the rate and in the manner mentioned in the second schedule hereto., in

terms of the package availed .The same will be exclusive of the taxes, duties, or other levies by the Government or any other authority under the law payable in respect of the licence and the said Computer equipment or the Product and which will be paid by the Licensee.

If any amount of Licence fee or maintenance charges is not paid on the due date as mentioned in the second schedule, the amount will carry interest at the rate of 18% (per cent) per mensem from the due date for payment. This is without prejudice to the other rights of the Licensor under this agreement or in law.

16. Commencement of service. - The maintenance service shall commence from the day of agreement sign on and the maintenance period will be initially for a period of twelve months from the said commencement date but will continue from year to year thereafter provided that before the end of each period of one year the Licensee shall give notice to the Licensor at least one month prior to the expiration of each period of one year of its intention to continue the service.

17. Maintenance Service. - The maintenance service will consist of reasonable efforts by the Licensor to correct any errors in the product as communicated by the Licensee by letter or fax or on telephone and which errors obstruct the functioning of the product in accordance with the guidelines for the use thereof contained in the documentation. Whenever any such error occurs, the Licensee shall submit to the Licensor an error report as required by the Licensor from time to time and unless such report is submitted the Licensor will not be bound to start the work of maintenance. The Licensee will also provide the Licensor with all information and material necessary to diagnose and investigate the error.

18. No maintenance. - The Licensor will not be bound to render maintenance service for correcting any error or other problem if (i) any modification is made in the product by any person, without the consent of the Licensor or (ii) the product is not used or operated properly or (iii) The problem or error arises due to any defect in the hardware equipment.

19. Out of pocket expenses - The maintenance service charges agreed upon will not include out of pocket expenses incurred by the Licensor for buying any part or other material. Advice given to the licensee on telephone from time to time will be part of the maintenance service.

20. New Release - If there is any new Release of the Product, (that is any improved version of the product), the Licensor shall notify the same to the licensee and the same will be supplied by the licensor to the Licensee free of charge except for delivery and installation. No maintenance service will be rendered if any previous release of the product is operated by the licensee for a period of more than twelve months after the offer of the latest Release by the Licensor to the Licensee.

21. Copyright -The copyright or other similar rights in the Product or the Licensed material will be the property of the licensor and not of the Licensee and the Licensee will have no right to the Product or any licensed material except to use the same as provided in this agreement.

22. Labels not to be removed. The Licensee shall not remove or obliterate any labels, markings, trade mark on or in the Product or on media or any documentation, in respect thereof.

23. Inspection - The Licensor is entitled to and the Licensee will allow the Licensor or its representative to check the use of the product from time to time and with previous notice to that effect given to the Licensee and for the purpose to enter the premises where the relevant hardware equipment is located.

24. Confidentiality - All information or knowledge received by the Licensee in respect of the product from the Licensor will be kept confidential and will not be disclosed to any other person including the employees of the Licensee except those who are concerned with the use and operation of the said product. The Licensee shall obtain written undertaking from its employees or advocates or legal advisers to whom such confidential information is made known to maintain the confidentiality.

25. Indemnity. -The Licensee agrees to indemnify and keep indemnified the Licensor against all loss or damages it may suffer due to leakage or communication of any such confidential information on the part of the Licensee or its employees or other representatives and this indemnity will be enforceable even after the termination of this agreement, if the information is leaked or conveyed in the course of the operation of this equipment.

26. Warranty - The Licensor warrants that the product when properly used on the specified hardware equipment will provide the facilities and functions and perform substantially as described in the Documentation and the media on which the product is furnished and will be free from defects in material and workmanship under normal use. The Licensor will not however be liable for any failure of the product to provide any facility or function not described in the Documentation or for any failure of the product attributable to any modification to the product or the hardware Equipment by persons other than the Licensor.

27. Limited liability on warranty - In any event, the Licensor's liability for breach of warranty or for any act of negligence on the part of the Licensor, or its employees or agents.

28. indemnity against copyright etc - The Licensor covenants that the Licensor has not committed breach of Copyright or patent or Trade mark rights of any other person in providing the product to the Licensee and the Licensor agrees to indemnify and keep indemnified the Licensee against any loss or damages suffered by the Licensee on account of breach of anybody's Copyrights, or Patent right or Trade Mark or design rights in the preparation of the said product.

29. Termination -This agreement for licence hereby granted shall stand terminated if -

- (i) The Licensee or Licensor commits breach of any term or condition of the Agreement and on the party committing the breach being served with a notice by the other party complaining such

breach and the party committing of the breach failing to remedy the breach within the two weeks from the receipt of the notice ;

(ii) The Licensor or Licensee is ordered to be liquidated or goes into voluntary liquidation;

(iii) The hardware Equipment and or the product used therein is destroyed by fire or any other accident or due to advent of virus in the hardware equipment or due to negligence on the part of the Licensee in preventing any infection caused by defective floppy discs or access to e-mail or otherwise.

(iv) If the Licensee does not desire to continue with the agreement and gives notice to the Licensor to that effect;

30. Period of Licence. - This licence is granted for a period of One year from the date hereof and on the expiration of the said period, this agreement shall stand cancelled.

31. Effect of termination. - On the termination of this agreement as aforesaid, the Licensee shall stop the use of the product and the Licensed material and shall return the same to the Licensor forthwith, along with all Documentation copies.

32. Licence personal -This agreement, being only a license is personal to the Licensee and the Licensee will not assign the same in any way to any other person or allow it to be copied by any third party.

33. Notices - All notices required to be served by any party on the other will be sent by letter with Registration A.D. or by Fax or Hand delivery or by email at the address of the party mentioned above.

34 Agreement exclusive - This agreement is the sole repository of the agreement and understanding between the parties regarding the licence hereby granted and no other previous correspondence or memorandum of understanding can control or modify the terms of this agreement.

35. Law applicable and resolution of dispute. - The Agreement will be governed by the Indian law and in the event of any dispute arising out of the agreement the same shall be resolved by way of Arbitration and Conciliation Act , 1996 and the Licensor shall nominate and appoint the sole arbitrator to resolve all the disputes touching and arising out of the agreement between the parties and the place of arbitration shall be Chennai and language will be in English and the award passed by the sole arbitrator to be appointed and nominated by the licensor shall be binding on the parties .

36.PAYMENT TERMS:

The Monthly Subscription charges and Hardware charges are to be paid in advance along with the purchase order by Cash/Cheque/Bank NEFTt transfer.

Alternatively 'PDC Cheques' for 6 instalments to be provided along with 'Purchase Order'.

Hardware Charges if required to be supplied by us is to be paid in advance along with 'Purchase Order' or as security deposit as per clause 9 of the contract.

SCHEDULE I

(1) Description of the Product : Kyon POS restaurant S/W application

(2) Documentation : Operating instruction manual

(3) Hardware Equipment : Android Tablet & Printer