

## Business Agreement

## Business

Microsoft Business Agreement Number  
Microsoft affiliate to complete

U0321444

This Microsoft Business Agreement is entered into between the following entities signing, as of the effective date identified below.

This agreement contains terms of the relationship between you (the entity signing the agreement and its affiliates) and us (the Microsoft affiliate signing below and its affiliates). If you license software or contract for services from us under this agreement, the specific terms of those transactions will be contained in separate license or services agreements that will incorporate the terms of this agreement, as amended by those license or services agreements. Nothing in this agreement obligates either party to enter into any license or services agreements.

**Effective date.** If the first license or services agreement entered into under this agreement is given an effective date that is earlier than the date this agreement is signed by us, the effective date of this agreement will be that earlier date. Otherwise, this agreement will be effective on the date it is signed by us.

By signing below, you and we acknowledge that you have read and understood the terms of this agreement and agree to be bound by these terms.

<b>Customer</b>	<b>Contracting Microsoft affiliate</b>
Name of entity * Punjab Land Records Society	<b>Microsoft Operations Pte Ltd</b>
Signature * Ahl	Signature Ullong
Printed name * Arinder Singh	Printed name ULLONG
Printed title * Member Secretary	Printed title Program Manager
Signature date *	Signature date (date Microsoft affiliate countersigns) 23 OCT 2006
* indicates required fields	Effective date (may be different than signature date) 23 OCT 2006

## Contact Information

**Contact information.** Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The \* indicates required fields. By providing contact information, you consent to its use for purposes of administering this agreement by us, our affiliates, and other parties that help us administer this agreement.

**Primary contact information:** The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. The contact is the default online administrator for this agreement and receives all notices unless you provide us written notice of a change. The online administrator may appoint other administrators and grant others access to online information.

<b>Customer (* Indicates required fields)</b>		
Name of entity * <i>Punjab Land Records Society</i>	Contact name * Last <i>Singh</i> First <i>Arvind</i>	
Street address * <i>office of Director of land records</i>	Contact email address (required for online access) *	
City * <i>Jalandhar</i>	State/Province * <i>Punjab</i>	Phone * <i>0181 - 2254018</i>
Country * <i>India</i>	Postal code * <i>144002</i>	Fax <i>0181 - 2254935</i>

**Notices and online access contact information:** Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this agreement and receive all notices. This contact may appoint other administrators and grant others access to online information.

<b>Notices and online access contact</b>		
Name of entity	Contact name Last First	
Street address	Contact email address (required for online access)	
City	State/Province	Phone
Country	Postal code	Fax

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**Punjab Land Records Society**  
**Kapurthala Road**  
**JALANDHAR.**

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## Contact Information

**Language preference:** This section designates the language in which you prefer to receive notices.

English

**Additional electronic contractual notices contact information:** This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

### Electronic contractual notices contact

Name of entity		Contact name
		Last
		First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

**Microsoft account manager:** This section designates your Microsoft account manager contact.

Microsoft account manager name	Microsoft account manager email address @microsoft.com

  
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## Terms and Conditions

1. **Definitions.** In this agreement, "you" means the entity that has entered into this agreement (or a license or services agreement under this agreement) and its affiliates, and "we" or "us" means the Microsoft affiliate that has entered into this agreement (or any license or services agreement under this agreement) and its affiliates. In addition, the following definitions apply:

"affiliate" means (i) with regard to you, any legal entity that you own, which owns you, or which is under common ownership with you, and (ii) with regard to us, any legal entity that we own, which owns us, or which is under common ownership with us. "ownership" means, for purposes of this definition, more than 50% ownership;

"available" means, with respect to product, that we have made licenses for that product available for ordering under a particular licensing program;

"commercial product" means any product we make available for license for a fee;

"fixes" means product fixes, modifications or enhancements or their derivatives that we either release generally, (such as commercial product service packs) or that we provide to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds);

"free product" means any product we make available for license without charge;

"pre-release" or "beta" products are products provided prior to commercial release;

"product" means all commercial, free, pre-release and beta products, including online services and other web based services;


"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at <http://microsoft.com/licensing/> or at a successor site that we identify, or by other reasonable means, which identifies the products that are or may be made available under the program (which availability may vary by region) and any product-specific conditions or limitations on the acquisition of licenses for those products;

"run" or "use" means to copy, install, use, access, display, run or otherwise interact with;

"service deliverables" means any computer code or materials, other than products or fixes, that we leave with you at the conclusion of our performance of services.

2. **Use and ownership.** Unless otherwise specified in a license agreement, use of any product that you license from us is governed by product use rights specific to each product and version and by the terms of the license agreement under which you licensed the product. We will provide you with a copy of the applicable product use rights, or will make them available to you either by publication on the World Wide Web, at <http://microsoft.com/licensing/> or at a successor site that we identify, or by some other reasonable means. You acknowledge that you have access to the World Wide Web. We do not transfer any ownership rights in any licensed product and we reserve all rights not expressly granted.

Use of any fixes is defined by the product use rights for the affected product or, if the fix is not provided for a specific product, any other use terms we provide. All fixes are licensed to you. Use and ownership of service deliverables will be as set forth in the applicable services agreement and all related documents.

  
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3. **Restrictions on use.** You may not:

- Separate the components of a product made up of multiple components by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights;
- Rent, lease, lend or host products, fixes or service deliverables, except where we agree by separate agreement;
- Reverse engineer, de-compile or disassemble products, fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation;

Products, fixes and service deliverables licensed under this agreement (including any license or services agreement incorporating these terms) are subject to U.S. export jurisdiction. You must comply with all domestic and international export laws and regulations that apply to the products, fixes and service deliverables. Such laws include restrictions on destinations, end users and end use. For additional information, see <http://www.microsoft.com/exporting/>.

4. **Confidentiality.**

- a. **Confidential information.** Confidential information means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of our agreements. All beta products are confidential unless excepted below.

Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it from the other party; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

- b. **Use of confidential information.** For a period of five years after initial disclosure, neither party will use the other's confidential information without the other's written consent except in furtherance of this business relationship or as expressly permitted by this agreement, or disclose the other's confidential information except (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the party compelled to make the disclosure will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested.

You and we will take reasonable precautions to safeguard the other's confidential information. Such precautions will be at least as great as those we each take to protect our own confidential information. Each party will disclose the other's confidential information to its employees, consultants or subcontractors only on a need-to-know basis and subject to the confidentiality obligations imposed here. When confidential information is no longer necessary to perform any obligation under any of the agreements, each of us will return it to the other or destroy it at the other's request.

Either party may provide suggestions, comments or other feedback to the other with respect to the other's products and services. Feedback is voluntary and the party receiving feedback may use it for any purpose without obligation of any kind except that the party receiving feedback will not disclose the source of feedback without the consent of the party providing it.

- c. **Cooperation in the event of disclosure.** Each of us will immediately notify the other upon discovery of any unauthorized use or disclosure of confidential information and will cooperate in any reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use or disclosure.

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5. **Warranties.**

- a. **Limited product warranty.** We warrant that each version of a commercial product will perform substantially in accordance with our user documentation. This warranty is valid for a period of one year from the date you first run a copy of the version. To the maximum extent permitted by law, any warranties imposed by law concerning the products are limited to the same extent and the same one-year period. This warranty does not apply to components of products which you are permitted to redistribute under applicable product use rights, or if failure of the product has resulted from accident, abuse or misapplication. If you notify us within the warranty period that a product does not meet this warranty, then we will, at our option, either (i) return the price paid for the product or (ii) repair or replace the product. To the maximum extent permitted by law, this is your exclusive remedy for any failure of any commercial product to function as described in this sub-section.
- b. **Free and beta products.** To the maximum extent permitted by law, free and beta products are provided "as-is," without any warranties. You acknowledge that the provisions of this paragraph with regard to pre-release and beta products are reasonable having regard to, among other things, the fact that they are provided prior to commercial release so as to give you the opportunity (earlier than you would otherwise have) to assess their suitability for your business, and without full and complete testing by us.
- c. **Services.** We warrant that all services will be performed with professional care and skill.
- d. **NO OTHER WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT (INCLUDING ANY LICENSE OR SERVICES AGREEMENT THAT INCORPORATES THESE TERMS), INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS, FIXES, SERVICE DELIVERABLES, RELATED MATERIALS AND SERVICES. WE WILL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

6. **Defense of infringement and misappropriation claims.** We will defend you against any claims made by an unaffiliated third party that any commercial product, fix, or service deliverables infringes its patent, copyright or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent).

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act, except in the case of claims arising under any license or services agreement governed by the laws of any jurisdiction outside the United States, in which case "misappropriation" will mean intentionally unlawful use and "trade secret" will mean "undisclosed information" as specified in Article 39.2 of the TRIPs agreement.

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) specifications you provide to us for the service deliverables; (ii) code or materials provided by you as part of service deliverables; (iii) your running of the product, fix or service deliverables after we notify you to discontinue running due to such a claim; (iv) your combining the product, fix or service deliverables with a non-Microsoft product, data or business process; (v) damages attributable to the value of the use of a non-Microsoft product, data or business process; (vi) your altering the product, fix or service deliverables; (vii) your distribution of the product, fix or service deliverables to, or its use for the benefit of, any third party; (viii) your use of our trademark(s) without express written consent to do so; or (ix) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

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If we receive information concerning an infringement claim related to a commercial product, fix or service deliverables, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing product, fix or service deliverables, or (ii) modify the product, fix or service deliverables or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the allegedly infringing product, fix or service deliverables immediately. If, as a result of an infringement claim, your use of a commercial product, fix or service deliverables is enjoined by a court of competent jurisdiction, we will, at our option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license for and, as applicable to certain service deliverables, your ownership rights in, the infringing product, fix or service deliverables.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section. This Section 6 provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

7. **Limitation of liability.**

a. **Limitation on direct damages.** There may be situations in which you have a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claims, our liability and that of our contractors will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid for the product or services giving rise to the claims. In the case of free product, services provided to you free of charge, or code you are authorized to redistribute to third parties without separate payment to us, our total liability to you will not exceed US\$5000, or its equivalent in local currency. The limitations contained in this paragraph will not apply with respect to the following in connection with the performance of this agreement (or any license or services agreement incorporating these terms):

(i) our obligations under Section 6 to defend third party claims of patent, copyright or trademark infringement or trade secret misappropriation, and to pay damages resulting from any final adjudication (or settlement to which we consent) of such claims;


(ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our agent and awarded by a court of final adjudication; and

(iii) our obligations under Section 4 (Confidentiality).

b. **NO LIABILITY FOR CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH ANY AGREEMENT, PRODUCT, FIX OR SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

c. **Application.** Except as specified expressly in this Section 7, the limitations on and exclusions of liability for damages in this agreement (including any license or services agreement incorporating these terms) apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

8. **Verifying compliance.** You must keep records relating to the products you and any affiliate participating under a license agreement run. We have the right to verify compliance with any license agreement, at our expense, during the term of the license agreement and any enrollment and for a period of one year thereafter. To do so, we will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, we may require you to accurately complete our self-audit questionnaire relating to the products you and any affiliates participating under a license agreement use. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage

  
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of 5% or more), you must reimburse us for the costs we have incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If we undertake such verification and do not find material unlicensed use of products, we will not undertake another verification of the same entity for at least one year. We and our auditors will use the information obtained in compliance verification only to enforce our rights and to determine whether you are in compliance with the terms of the applicable license agreement. By invoking the rights and procedures described above, we do not waive our rights to enforce this agreement (including any license or services agreement incorporating these terms) or to protect our intellectual property by any other means permitted by law.

9. **Term and Termination.** This agreement will remain in effect until terminated. Either party to this agreement may terminate it at any time by giving at least 60 days written notice.

To the extent necessary to implement the termination provisions of this agreement, each of the parties waives any right it has, or obligation that the other party may have, now or in the future under any applicable law or regulation, to request or obtain the approval, order, decision or judgment of any court to terminate this agreement.


The sole effect of terminating this agreement will be to terminate the ability of either party to enter into subsequent license or services agreements under this agreement. Termination of this agreement will not, by itself, result in the termination of any license or services agreements previously entered into under this agreement, and any terms of this agreement incorporated by reference into such a license or services agreement will continue in effect unless and until that license or services agreement itself is terminated or expires.

10. **Miscellaneous.**

- a. **Notices to us.** All notices, authorizations, and requests given or made in connection with a license or services agreement must be sent by post, express courier, facsimile, or email to the addresses and numbers indicated in the applicable license or services agreement. Any notice of termination of this agreement must be sent by post, express courier, facsimile or email to the addresses and numbers indicated in this agreement. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, facsimile or email confirmation of delivery.

<b>Notices to Microsoft should be sent to:</b>	<b>Copies should be sent to:</b>
Microsoft Operations Pte Ltd Dept 551, Volume Licensing 438B Alexandra Road #04-09/12 Block B, Alexandra Technopark Singapore 119968	Microsoft Corporation Law and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA  Via Facsimile: +1 (425) 936-7329

- b. **Assignment.** This agreement and any license agreement may be assigned by either party only to an affiliate, but assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement or any license agreement, it must notify the other party of the assignment in writing. Neither party may assign any services agreement without the written consent of the other.
- c. **Severability.** If a court holds any provision of this agreement (including any license or services agreement incorporating these terms) to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the agreement to give effect to the stricken clause to the maximum extent possible.
- d. **Waiver.** No waiver of any breach of this agreement (including any license or services agreement incorporating these terms) shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

  
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- e. **Force Majeure.** To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.
- f. **Dispute resolution.** If we bring an action to enforce this agreement (including any license or services agreement incorporating these terms), we will bring it in the jurisdiction where your contracting affiliate has its headquarters. If you bring an action to enforce any such license agreement entered into with any affiliate of ours located outside of Europe, you will bring it in the State of Washington, USA. If you bring an action to enforce any such license agreement entered into with any affiliate of ours located in Europe, you will bring it in Republic of Ireland. If you bring an action to enforce any such services agreement, you will bring it in the jurisdiction where our affiliate delivering the services has its headquarters. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.
- g. **Survival.** Provisions regarding product use rights, restrictions on use, evidence of perpetual licenses, transfer of licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification and obligations on termination or expiration will survive termination or expiration of this agreement and of any license or services agreement in which they are incorporated.
- h. **Non-exclusivity.** This agreement (including any license or services agreement incorporating these terms) is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.
- i. **Applicable law.** The terms of any license agreement entered into with any affiliate of ours located outside of Europe will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The terms of any license agreement entered into with any affiliate of ours located in Europe will be governed by and construed in accordance with the laws of Republic of Ireland. Unless otherwise agreed in writing, the terms of any services agreement will be governed by the laws of the jurisdiction where our affiliate delivering the services is organized. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement or any license or service agreement entered into with any affiliate of ours under this agreement.
- j. **Microsoft as independent contractor.** We provide our services as an independent contractor, and will be responsible for any and all social security, unemployment, workers' compensation and other withholding taxes for all of our employees. You and we are free to develop products independently without the use of the other's confidential information. Neither you nor we are obligated to restrict the future work assignments of people who have had access to confidential information. In addition, you, we and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how or techniques, so long as confidential information of the other party is not disclosed in violation of this agreement in the course of such use. This use shall not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.

  
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In any case where you are located in one of the jurisdictions cited below, the following country-specific provisions will replace or supplement the equivalent provisions above:

#### Australia

Supplement Terms and conditions, Section 3, Restrictions on use, with the following additional bullet point:

- Reverse engineer, de-compile or disassemble products, fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation; or
- Use the products or fixes other than as expressly permitted in the product use rights.

Supplement Terms and conditions, Section 5, Warranties, with the following:

e. **Consumer remedies.** Notwithstanding anything in this agreement (or any license or services agreement incorporating these terms), consumers may have the benefit of certain rights or remedies pursuant to the Trade Practices Act 1974 (Cth) and similar state and territory laws in Australia in respect of which liability may not be excluded. If so, then to the maximum extent permitted by law, such liability is limited, at our option, in the case of goods to either (i) replacement of the goods or (ii) correction of defects in the goods, and in the case of services to either (i) resupply of the services or (ii) the cost of the resupply of the services.

Supplement Terms and conditions, Section 7, Limitation of liability, with the following:

d. **Affiliates, suppliers and contractors.** Each party undertakes that it shall not bring any action against the other party's affiliates, suppliers or contractors in respect of any matter which is disclaimed on their behalf in section 7 of this agreement and that each party indemnifies the other party for all costs, expenses and damages suffered by an affiliate, supplier or contractor in the event of any breach of this undertaking.


Supplement Terms and conditions, Section 10, Miscellaneous, with the following:

k. **GST.** If any Australian goods and services tax ("GST") is payable on any supplies made under a license or services agreement entered into by you under this agreement, an amount on account of this GST will also be payable by you as invoiced to you.

#### Bangladesh

Replace Terms and conditions, subsection 10(f), Dispute resolution, with the following:

f. **Dispute resolution.** Any dispute arising out of or in connection with this agreement (including any license or services agreement incorporating these terms), including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the International Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") (and not the SIAC Domestic Arbitration Rules), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in Bangladesh or elsewhere. To the fullest extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law. This choice of venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

  
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## Brazil

Replace Terms and Conditions, subsection 5c, Services, with the following:

c. **Services.** We warrant that all services will be performed using generally accepted industry standards and practices. We will use commercially reasonable efforts in providing product support services. This warranty is valid for a period of 90 days from the date of the respective work order or service description. If you notify us within the warranty period that a service does not meet this warranty and we are not able to re-perform it accordingly to this warranty within the term established by law, currently 30 days, then we will, at your option, either (i) return the price paid for the service; (ii) re-perform the service, if feasible; (iii) offer you a discount in an amount equivalent to partial non-performance of the service, if applicable. This is your exclusive remedy for any failure of any service deliverables to function as described in this paragraph.

## Canada

For services agreements governed under the laws of Canada, replace Terms and Conditions, subsection 10(i), Applicable law, with the following:

i. **Applicable law.** The terms of any license agreement entered into with any affiliate of ours located outside of Europe will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The terms of any license agreement entered into with any affiliate of ours located in Europe will be governed by and construed in accordance with the laws of Ireland. The terms of any services agreement will be governed by the laws of the *Province of Ontario and the federal laws of Canada applicable therein*. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement or any agreement entered into with any affiliate of ours under this agreement.

Supplement Terms and Conditions, Section 10, Miscellaneous, with the following:

I. **Language.** It is the express wish of the parties that this agreement and/or any related documents have been drawn up in a language other than French. French translation: Il est de la volonté expresse des parties que le présent contrat et/ou tous les documents qui s'y rattachent soient rédigés dans une langue autre que le français.

## Germany

Replace Terms and Conditions, Section 5, Warranties, with the following:

5. **Agreed Characteristics; Claims due to Defects in Quality and Defects in Title.** To the extent that we should be required to supply a yet to be produced movable thing (herzustellende, bewegliche Sache) or to the extent our Services are, exceptionally, considered work performances (Werkleistungen), the following provisions will apply to claims due to defects in quality or defects in title (collectively referred to as "Defects") but will not apply where the claims are for damages or reimbursement of expenses.

The provisions contained in Section 7 shall apply to claims for damages or expenses resulting from Defects.

- a. Your rights and their expiry will be exclusively determined in accordance with applicable statutory law in the event of malicious non-disclosure of a Defect (arglistiges Verschweigen).
- b. We give you express notice that, based on the current state of technology, it is not possible to develop complex software products that are completely free of technical defects. The contractually-specified characteristics (vertragliche Beschaffenheit) for the software to be provided by us does not require that the software be completely free of programming errors but merely that the software be free of programming errors that materially impair its use.
- c. Our obligations will not apply to the extent that a claim is based on (i) specifications, code, or materials you provided; (ii) use of, or access to, service deliverables by any person or entity other than you or your

  
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Affiliates as permitted by the applicable statement of services; (iii) your use of service deliverables after we notify you to discontinue their use due to such a claim; (iv) your combining service deliverables with non-Microsoft products, data or business processes.

- d. To the extent we are required to supply a yet to be produced movable thing, you may only make a claim against us if you have properly complied with your obligation to notify us of all Defects in accordance with § 377 of the German Commercial Code (HGB). You must provide us with written notification of any apparent Defect found by you during your examination according to § 377 of the German Commercial Code immediately, but no later than within two weeks after delivery. You must notify us in writing of any hidden Defects immediately after discovery.
- e. We will rectify Defects of which you have given us notice prior to the expiry of the limitation period stipulated in this section. To the extent you have made a claim against us for subsequent performance (Nacherfüllung) we will have the right, in our sole discretion, to either rectify the Defect, or to supply a new movable thing, or, if the defect is in a work performance, to create a new work free of Defects. You agree to cooperate in our subsequent performance by providing any required information and documentation and to provide all reasonable assistance.
- f. You may be entitled to rescind the respective services agreement – to the extent rescission is not excluded by statutory law – or to reduce payment only after an appropriate deadline set by you for subsequent performance of at least three weeks has expired, unless that deadline is not required by statutory law.
- g. In the event we prove that there was no Defect for which we were responsible based on this section, we will be entitled to require reimbursement of the expenses, based on our standard rates, incurred for our efforts to carry out subsequent performance.
- h. You may not make a claim under this section if you or a third party have altered the supplied, yet to be produced moveable thing or the work performance without our consent, unless you are able to prove that the Defects in question were not caused by that alteration.
- i. All claims to which you are entitled pursuant to this Section 5 will expire within one year. For a supplied, yet to be produced, movable thing, the limitation period will start on the delivery date; in cases of work performances, the limitation period will start on the date of acceptance (Abnahme).


The foregoing shall not affect the provision contained in § 438, paragraph 1 Nr. 1 a) of the German Civil Code.

Replace Terms and Conditions, Section 7, Limitation of liability, with the following:

#### 7. Limitation of liability.

There may be situations in which you have a right to claim damages or reimbursement of futile (Ersatz vergeblicher Aufwendungen) expenses from us. Whatever the legal basis for your claim (breach of contract, Defects, tort or otherwise), our liability for any and all resultant damages will be limited as follows:

- a. In cases of intentional acts, claims under the German Product Liability Act, malicious non-disclosure of a Defect, as well as claims based on damage to life, body or health, our liability will be determined exclusively in accordance with statutory law.
- b. **Gross negligence.** In cases of gross negligence, our liability will be limited to typical foreseeable damages. This limitation does not apply to the extent damages have been caused by our managing employees or legal representatives.
- c. **Slight negligence.** In cases of slight negligence we will only be liable in case of a breach of material contractual obligation. In such cases, our liability will be limited to typical, foreseeable damages. In all other cases of slight negligence our liability is excluded.
- d. **Liability without fault** (verschuldensunabhängige Haftung). In cases of liability without fault for an inability to perform during delayed performance, our liability will also be limited to typical foreseeable damages.

  
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- e. In cases where we are required to supply a yet to be produced movable thing, any claim for damages or expenses due to Defects is conditional upon your compliance with your obligations described in Section 5(d) above to notify us of all Defects.
- f. Any claim for damages or expenses resulting from Defects will expire within one year. For a supplied, yet to be produced, movable thing, the limitation period will start on the delivery date; in cases of work performances, the limitation period will start on the date of acceptance (Abnahme). This provision does not affect § 438, paragraph 1 Nr. 1 a) of the German Civil Code.

Any other claims against us for damages or expenses will expire within two years from the date the cause of action arises.

The provision contained in this subsection 7(f) shall not apply to the cases governed by subsection 7(a) above or in case of grossly negligent behaviour on our part. In such cases statutory law shall apply.

**Amend Terms and Conditions, Section 6, Defense of Infringement and misappropriation claims, as follows:**

The last sentence "This Section 6 provides your exclusive remedy for third party infringement and trade secret misappropriation claims." shall be deleted.

**India**

**Supplement Terms and conditions, Section 3, Restrictions on use, with the following additional bullet point:**

- Reverse engineer, de-compile or disassemble products, fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation; or
- Use the products or fixes other than as expressly permitted in the product use rights.

**Supplement Terms and conditions, Section 7, Limitation of liability, with the following:**

- d. **Affiliates, suppliers and contractors.** Each party undertakes that it shall not bring any action against the other party's affiliates, suppliers or contractors in respect of any matter which is disclaimed on their behalf in section 7 of this agreement and that each party indemnifies the other party for all costs, expenses and damages suffered by an affiliate, supplier or contractor in the event of any breach of this undertaking.

**Replace Terms and conditions, subsection 10(f), Dispute resolution, with the following:**

- f. **Dispute resolution.** Any dispute arising out of or in connection with this agreement (including any license or services agreement incorporating these terms), including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the International Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") (and not the SIAC Domestic Arbitration Rules), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in India or elsewhere. To the fullest extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law. This choice of venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

**Indonesia**

**Replace Terms and conditions, subsection 10(f), Dispute resolution, with the following:**

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- f. **Dispute resolution.** Any dispute arising out of or in connection with this agreement (including any license or services agreement incorporating these terms), including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the International Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") (and not the SIAC Domestic Arbitration Rules), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in Indonesia or elsewhere. To the fullest extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law. This choice of venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

**Latin America, including countries in South and Central America and the Caribbean (except Brazil and territories of France, Netherlands, U.K. and U.S.)**

Supplement Terms and Conditions, Section 10, Miscellaneous, with the following:

- m. **Stamp tax.** We will not be responsible for any stamp taxes that might be owed pursuant to this agreement or to any license or service agreement entered by you and/or your affiliates. Upon our request, you and your affiliates will provide to us evidence of payment of the appropriate stamp taxes to the appropriate authorities.

**Malaysia**

Supplement Terms and conditions, Section 5, Warranties, with the following:

- e. **Consumer remedies.** Notwithstanding anything in this agreement (or any license or services agreement incorporating these terms), consumers may have the benefit of certain rights or remedies pursuant to the Consumer Protection Act in Malaysia in respect of which liability cannot be excluded or restricted. If permitted by law and to the maximum extent permitted by law, such liability is limited, at our option, in the case of goods to either (i) replacement of the goods or (ii) correction of defects in the goods, and in the case of services to either (i) resupply of the services or (ii) the cost of the resupply of the services.

Supplement Terms and conditions, Section 7, Limitation of liability, with the following:

- d. **Affiliates, suppliers and contractors.** Each party undertakes that it shall not bring any action against the other party's affiliates, suppliers or contractors in respect of any matter which is disclaimed on their behalf in section 7 of this agreement and that each party indemnifies the other party for all costs, expenses and damages suffered by an affiliate, supplier or contractor in the event of any breach of this undertaking.

**New Zealand**


Supplement Terms and conditions, Section 7, Limitation of liability, with the following:

- d. **Affiliates, suppliers and contractors.** Each party undertakes that it shall not bring any action against the other party's affiliates, suppliers or contractors in respect of any matter which is disclaimed on their behalf in section 7 of this agreement and that each party indemnifies the other party for all costs, expenses and damages suffered by an affiliate, supplier or contractor in the event of any breach of this undertaking.

Supplement Terms and conditions, Section 10, Miscellaneous, with the following:

- k. **Statutory liability.**

Microsoft Business Agreement v. 4 (SAP Records Society) (English) (Aug 05)

  
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- (i) **Business.** Where we are a supplier (as that term is defined in the Consumer Guarantees Act 1993 (NZ) ("CGA")) of the products or other goods or services, you confirm that the products or other goods or services provided by us under a license or services agreement are acquired for the purposes of a business (as that term is defined in the CGA) and you agree that the CGA does not apply to the products or other goods or services supplied by us.
- (ii) **Consumers.** Subject to subsection (i) above, nothing in this agreement (or any license or services agreement incorporating these terms) is otherwise intended to limit the rights of a "consumer" under the CGA where that Act applies, and the terms of this agreement are to be modified to the extent necessary to give effect to this intention.
- (iii) **On-Supply.**  
If you on-supply to any person you must include the following clause in the terms of all agreements for the on-supply of products: "Where you are acquiring products or services for the purposes of a business, you acknowledge and agree that Microsoft Corporation and its affiliates have no liability or obligation to you under the Consumer Guarantees Act 1993 and where you on-supply the products or services you must include all of this clause in the terms of that on-supply".
- (iv) **Failure to Comply.** You must indemnify and keep us and our affiliates indemnified and hold us and our affiliates free and harmless from any costs, expenses, loss or damages incurred by us or our affiliates as a result of you or any purchaser or acquirer from you failing to comply with the obligations contained in this section.

**Supplement Terms and conditions, Section 10, Miscellaneous, with the following:**

- I. **GST.** If any New Zealand goods and services tax ("GST") is payable on any supplies made under a license or services agreement entered into by you under this agreement, an amount on account of this GST will also be payable by you as invoiced to you.

**PRC**

**Replace Terms and Conditions, subsection 10(f), Dispute resolution, with the following:**

- f. **Dispute resolution.** If we bring an action to enforce a license or a services agreement, we will bring it in the jurisdiction where your contracting affiliate has its headquarters. If in this case your contracting affiliate has its headquarters in the PRC, any action by us to enforce a license or a services agreement will be submitted to binding arbitration at the China International Economic and Trade Arbitration Commission in Beijing (CIETAC) in accordance with its rules in effect from time to time. If you bring an action to enforce a license agreement entered into with any affiliate of ours located outside of Europe, you will bring it in the courts of the State of Washington. If you bring an action to enforce a license agreement entered into with any affiliate of ours located in Europe, you will bring it in Ireland. If you bring an action to enforce a services agreement, you will bring it in the jurisdiction where our affiliate delivering the services has its headquarters. If in this case our affiliate delivering services has its headquarters in the PRC, any action by you to enforce a services agreement will be submitted to binding arbitration at CIETAC in accordance with its rules in effect from time to time. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

**England and Wales**

**Replace Terms and Conditions, subsection 7(b), No liability for certain damages, with the following:**

- b. **No liability for certain damages.** To the maximum extent permitted by applicable law, neither party nor any of its affiliates or suppliers will be liable for any consequential or special damage, loss of profit or revenue or any indirect damages (including, without limitation business interruption, or loss of business information) arising in connection with any agreement, product or service, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party's liability to the other for violation of its confidentiality obligation or of the other party's intellectual property rights.

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**Kapurthala Raod**  
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Supplement Terms and Conditions, section 7, Limitation of liability, with the following:

- d. **Liability for death or personal injury.** Nothing in this agreement shall exclude liability for death or personal injury caused by negligence or liability for fraudulent misrepresentation.

#### Singapore

Supplement Terms and conditions, subsection 7(a), Limitation on direct damages, with the following additional subparagraph:

- (iii) our obligations under Section 4 (Confidentiality); and  
(iv) in the case of death or bodily injury resulting from negligence.

#### Sri Lanka

Replace Terms and conditions, subsection 10(f), Dispute resolution, with the following:

- f. **Dispute resolution.** Any dispute arising out of or in connection with this agreement (including any license or services agreement incorporating these terms), including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the International Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") (and not the SIAC Domestic Arbitration Rules), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in Sri Lanka or elsewhere. To the fullest extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law. This choice of venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

#### Thailand

Supplement Terms and conditions, Section 3, Restrictions on use, third bullet point, with the following:

- Rent, lease, lend or host products, fixes or service deliverables, except where we agree by separate agreement; or
- For the purpose of protecting our commercially valuable trade secrets, reverse engineer, de-compile or disassemble products, fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation.

Replace Terms and conditions, subsection 10(f), Dispute resolution, with the following:

- f. **Dispute resolution.** Any dispute arising out of or in connection with this agreement (including any license or services agreement incorporating these terms), including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the International Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") (and not the SIAC Domestic Arbitration Rules), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in Thailand or elsewhere. To the fullest extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law.



This choice of venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

## The Philippines

Supplement Terms and conditions, Section 7, Limitation of liability, with the following:

- d. **Affiliates, suppliers and contractors.** Each party undertakes that it shall not bring any action against the other party's affiliates, suppliers or contractors in respect of any matter which is disclaimed on their behalf in section 7 of this agreement and that each party indemnifies the other party for all costs, expenses and damages suffered by an affiliate, supplier or contractor in the event of any breach of this undertaking.

Replace Terms and conditions, subsection 10(f), Dispute resolution, with the following:

f. **Dispute resolution.**

(i) **This agreement and license agreements.** Any dispute arising out of or in connection with this agreement or any license agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved in arbitration in Singapore in accordance with the International Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") (and not the SIAC Domestic Arbitration Rules), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in The Philippines or elsewhere. To the fullest extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law.

(ii) **Services agreement.** Any dispute arising out of or in connection with any services agreement, including any question regarding its existence, validity or termination, will be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force as at the date of the dispute. Where the Rules do not deal with any issue arising in connection with the conduct or procedure of the arbitration that issue will be resolved in accordance with the law of the place in which the arbitration is held. The place of arbitration will be Singapore and the language of the arbitration will be English. The parties agree that any arbitration award will be final and binding upon the parties and, to the fullest extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law.

(iii) **This agreement, license and services agreements.** The choice of venue in subsections (i) and (ii) above does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

## Vietnam

Supplement Terms and conditions, Section 9, Term and Termination, with the following:

Without any liability to you, we reserve the right to either terminate or vary this agreement or any license agreement or services agreement, if we are required to use a statutory form. If we choose to terminate any such agreement for this reason, all your rights granted under it will terminate.

Replace Terms and conditions, subsection 10(f), Dispute resolution, with the following:

- f. **Dispute resolution.** Any dispute arising out of or in connection with this agreement (including any license or services agreement incorporating these terms), including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the International Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") (and not the SIAC Domestic Arbitration Rules), which rules are deemed to be incorporated by reference into this section. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may

be used as a basis for judgment thereon in Vietnam or elsewhere. To the fullest extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law. This choice of venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

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# Microsoft Business Agreement **Amendment**

Agreement number \_\_\_\_\_  
Microsoft affiliate to complete \_\_\_\_\_

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This amends the Microsoft Business Agreement identified above between \_\_\_\_\_ and Microsoft Operations Pte as of the effective date identified below. Any terms that are used but not defined in this amendment will have the same meanings as in the agreement.

## I. Amendment.

1. The clause 10 (f) is replaced by the following clause:


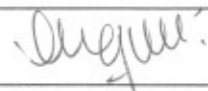
10.(f) **Dispute resolution.** Any dispute arising out of or in connection with any license agreement incorporating the terms of this agreement, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Center, which rules are deemed to be incorporated by reference into this clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in India or elsewhere.

Any dispute arising out of or in connection with any services agreement incorporating the terms of this agreement, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 of India by three (3) arbitrators. One arbitrator shall be appointed by each Party and the third arbitrator shall be appointed by the arbitrators so appointed. The venue of arbitration shall be Chandigarh.. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding on the Parties.

These choices of jurisdiction do not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction

## II. Effect of Amendment.

Except as specifically amended by this amendment, all provisions of the agreement shall remain unchanged and in full force and effect. When this amendment is fully executed, you will receive a confirming copy.

Customer	Microsoft
Name	<b>Microsoft Operations Pte</b>
Signature 	Signature 
Printed Name	Printed Name <b>U LI ONG</b>
Printed Title	Printed Title <b>Program Manager</b>
Signature Date	Effective Date <b>23 OCT 2006</b>

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Prepared by: Nandita Luthra

Agreement Amendment 16300  
April 2004 **JALANDHAR**

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