



Managed Services - Terms and Conditions

1. Terms and Conditions

1.1 Prices:

Prices and terms contained in the offer may be varied and Mismo Systems may withdraw the Offer at any time prior to clients' acceptance.

1.2 Duties and Taxes:

Prices stated are exclusive of all taxes, whether Central or State in respect of services and shall be borne by the customer if applicable and will be paid by the client at the rate prevalent at the time of supply of services.

1.3 Payment Terms:

Management Services: NET10

1.4 Creation of Work Product/Provision of Services:

All services rendered by Mismo Systems and the products or proceeds of such services including but not limited to written materials manifested in programs, documentation, designs, disks, and tapes shall belong to Mismo Systems.

Client shall not directly or indirectly claim in competition to Mismo Systems any right or interest in and to any Work Product nor will it challenge Mismo Systems'

right to any copyright, trademark or other intellectual property rights used or embodied in the Work Product.

1.5 Non-Solicitation of Employees:

During the term of this Agreement and for a period of two (2) years thereafter, Client/Customer agrees not to recruit, hire, or solicit in any manner whether directly or indirectly the services of any of Mismo Systems personnel.

1.6 Jurisdiction:

The Company and the Client submit to the jurisdiction of the Courts of Delhi, India.

1.7 Arbitration

All disputes arising about this offer shall be referred to Senior Management of the parties for resolution.

If no resolution is possible, the dispute shall be submitted to arbitration under the Provisions of the Indian Arbitration Act and Rules.

Any arbitration shall be held in Delhi. The arbitration panel shall consist of one arbitrator appointed by each party and a third presiding arbitrator by agreement of the other two arbitrators. The language of the arbitration will be English.

The parties agree that judgment upon the award rendered may be entered in the Courts in Delhi and such award shall be final, non-appeal able and conclusive upon the parties.