

TERMS AND CONDITIONS

The Agreement ("Agreement") is made between RAMCO and Partner and is effective as of Effective Date. RAMCO and Partner shall be collectively referred to as "Parties" and individually as "Party".

Whereas

- i. RAMCO is the owner of certain Software programs defined herein as the "Software";
- ii. Partner has special knowledge and expertise relating to the identity of potential users of the Software in the Territory (as hereinafter defined);
- iii. Under the terms and subject to the conditions set forth in the Agreement, RAMCO desires to engage Partner, and Partner desires to be so engaged, to perform certain marketing activities described herein on behalf of RAMCO;

Now, therefore, the Parties, intending to be legally bound, do hereby agree as follows:

1. Definition

- 1.1 "Partner's Fee" means a fee paid for a qualified Ramco Referral to Partner in accordance with the terms of the Agreement.
- 1.2 "Referral" means that activity in which Partner contacts potential customers of RAMCO and with RAMCO's approval subsequently arranges an in-person introduction of a RAMCO sales representative with a primary decision maker (Vice President or higher) of the prospective customer, which action results in the execution of a definitive Agreement for the Software with the customer (if such customer is not rejected by RAMCO pursuant to Section 4.2 below) within six (6) months of the date Partner first registered the Referral with RAMCO, provided that the prospective customer had no prior contact with a RAMCO sales representative, or authorized distributor, partner, reseller or other third party agent and / or re-licensor of RAMCO.
- 1.3 "Proprietary Material" means the Software and all proprietary technical knowledge, information, software, data, drawings and specifications involving or relating to the Software including RAMCO's intangible legal rights or interests evidenced by or embodied in (i) any idea, design, concept, technique, invention, regardless of patentability or copyright but including patents, patent applications, trade secrets and know-how (ii) any work of authorship, regardless of copyrightability, but including copyrights and any moral rights recognized by law and (iii) any other similar rights or information in each case and circumstance on a worldwide basis furnished by RAMCO and to include, but not limited to, education and training materials, business plans, marketing plans, price lists, development activities including any unannounced products and/or services and including any information relating to inventions, processes, financial information, customer lists, forecasts and projections.
- 1.4 "Software" means "Ramco ERP on Cloud", "Ramco HCM on Cloud" and "Ramco Aviation Suite" a web architected application provided by Ramco over the Internet and delivered on a SAAS (Software as a Service) model or delivered as a License model.

2. Scope of Activity; Certification of Partner

RAMCO hereby agrees to engage Partner to procure, at its own expense, qualified Referrals for the Software in the Territory. Partner will deploy its best efforts and resources to acquire the necessary information and technical proficiency with regards to RAMCO software and services in order to execute as soon as possible all necessary marketing activities, including but not limited to:

- from marketing & promotion activities related to existing business, derive pipeline of prospects matching target profile;
- introduce RAMCO to qualified prospects; and
- assist/advise RAMCO during sales cycle if/when needed.

The engagement of the Partner under the Agreement is non-exclusive and does not limit RAMCO from conducting its own marketing activities nor prevent or restrict RAMCO from engaging other persons to conduct marketing activities on behalf of RAMCO within the same Territory.

3. Partner's Fee

- 3.1 Partner is eligible for Partner's Fee as described under item (A) Partner's Fee in the Agreement.
- 3.2 Final determination of the appropriate fees shall rest with RAMCO, subject to the compensation structure as provided in this section herein. And any change in fees will be after mutual agreement between the Parties.
- 3.3 Any Partner's Fee due shall be paid to Partner within thirty (30) business days after receipt of the subscription fees or License fee by RAMCO from customer. In case of Cloud (SaaS) model, Partner will receive commission as per details mentioned in this section herein for a period of 3 years from the date of 1st subscription billing by Ramco to Customer, provided the customer continues to avail services from Ramco. For the sake of clarity, the commission payable for SaaS model orders, in no event shall exceed 3 years of such order.

4. Qualifying Referral Prospects

4.1 Prior to the commencement of any activities on RAMCO's behalf, Partner must complete the Prospect Registration form (Exhibit A) for each prospective Referral and submit the form to RAMCO.

4.2 RAMCO may accept or reject the Referral prospect by so indicating on the Prospect Registration form submitted by Partner and returning a signed copy of the Prospect Registration Form to Partner within twenty (20) business days from receipt of the form by RAMCO. However, should there be no acceptance of the Prospect Registration Form by RAMCO within twenty (20) business days, the same shall be deemed to have been rejected by RAMCO.

5. Limitation of Authority

Partner shall have no authority to propose or accept on behalf of RAMCO any offers with respect to any customer access agreement or other arrangement for the use of the Software, execute any agreement, or to enter into any other transaction on behalf of RAMCO.

6. Term: Termination

6.1 The term of the Agreement shall be as per item (B) Term.

6.2 Either Party may terminate the Agreement at any time during the term of the Agreement by giving thirty (30) days advance written notice to the other Party.

6.3 RAMCO may, at its sole discretion, terminate the Agreement by written notice to Partner, effective immediately upon its sending without need of intervention of any court or other authority, if the information provided by Partner is found to be inaccurate.

6.4 If Partner shall fail to perform or shall be in breach of any of its obligations hereunder, and shall have failed or been unable to remedy said failure or breach within thirty (30) days after receipt of written notice from RAMCO with respect thereto, RAMCO may terminate the Agreement, by giving written notice of termination to Partner. In addition to the foregoing, RAMCO shall be entitled to AND WILL PURSUE all remedies available under law or equity.

6.5 RAMCO may immediately terminate the Agreement, upon written notice to Partner, effective immediately upon its sending without need of intervention of any court or other authority, in the event of Partner's breach of Sections 5, 7, 8, and/or 9. In addition to the foregoing, RAMCO shall be entitled to AND WILL PURSUE all remedies available under law or equity.

6.6 Upon termination of the Agreement, both Partner and RAMCO shall be discharged from all remaining obligations arising from the Agreement.

7. Warranties: Liabilities

7.1 Partner warrants that all of its services provided hereunder will be performed in accordance with industry standards by qualified personnel in a good and workmanlike manner.

7.2 **RAMCO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF NON-INFRINGEMENT.**

7.3 **RAMCO'S LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE AGREEMENT SHALL NOT EXCEED THE PARTNER'S FEE PAID TO PARTNER BY RAMCO WITH RESPECT TO THE PARTICULAR REFERRAL WHICH IS THE SUBJECT OF SUCH CLAIM. IN NO EVENT SHALL RAMCO BE LIABLE FOR SPECIAL, INCIDENTAL, PUNATIVE, CONSEQUENTIAL OR TORT DAMAGES, INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SOFTWARE OR RAMCO'S PERFORMANCE OF SERVICES OR OF ANY OTHER OBLIGATIONS RELATING TO THE SOFTWARE, EVEN IF RAMCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

7.4 Partner shall make no representation or warranty concerning the quality, performance or other characteristics of the Software, or RAMCO's obligations with respect thereto, other than those which are consistent in all respects with, and do not expand the scope of, the warranties set forth herein.

7.5 Partner shall defend, indemnify, and hold harmless RAMCO and all personnel of RAMCO from and against any and all damages, costs, liabilities and expenses whatsoever (including court costs and actual attorney fees) incurred by reason of (i) any failure by Partner to comply with any covenant or agreement set forth herein; (ii) any claim brought against RAMCO as a result or in connection with any other arrangement or products which Partner may represent. (iii) any act or omission of the Partner outside the purview of the Agreement or not authorized by RAMCO or which is illegal. (iv) any claim brought by any person or entity based on any promise, representation, or warranty given by Partner without RAMCO's knowledge and prior written consent, with respect to the Software.

7.6 The Partner represents and warrants that it has full power and authority to undertake the obligations set forth in the Agreement and that it has not entered into and will not enter into any agreements that would

render it incapable of satisfactorily performing its obligations hereunder or that would be inconsistent or in conflict with its obligations hereunder.

- 7.7 Partner shall comply with anti-corruption and anti-money laundering laws, rules and regulations.
- 7.8 During the term of the Agreement, the Partner shall neither promote nor further the interests of any competitor of Ramco or any affiliate of Ramco with respect to the obligation specified in the Agreement, and shall neither sell, market nor distribute any competing products or services.
- 7.9 The Partner shall not act as a Ramco representative for purposes of assuming or fulfilling any obligation in Ramco' name, and shall have no authority to obligate Ramco contractually in any manner whatsoever. The Partner agrees that when it has any contact with third parties in connection with the Agreement, it will ensure that such third parties are aware and understand that the Partner does not represent Ramco and has no authority to obligate Ramco.
- 7.10 The Partner, if an individual, hereby represents, certifies and warrants that neither the Partner nor any close relative of the Partner has any personal, employment, business or other connection, relationship or association with any prospective Customer, in any country in which the Partner will provide services to Ramco.

8. Trademarks

RAMCO shall have and retain sole ownership of all its trademarks, including the goodwill pertaining thereto. Subject to Partner's compliance with RAMCO's cooperative advertising policies, RAMCO hereby grants to Partner the right to use and display the trademarks solely in connection with and solely to the extent reasonably necessary for the marketing of the Software within the Territory in accordance with the terms and conditions of the Agreement. Such use of RAMCO's trademarks shall inure to the benefit of RAMCO. Partner shall market the Software only under the trademarks, and not under any other trademark or logo. Partner shall not use the trademarks or any other trademarks or trade names of RAMCO or any word, symbol, or design confusingly similar thereto, as part of its corporate name, or as part of the name of any product of Partner. Partner shall not remove or alter the Software's copyright notices, trademarks, and logos on any materials as provided by RAMCO without RAMCO's prior written consent. To protect and preserve the goodwill and image of the marketing material of RAMCO, Partner shall (i) conduct business in a manner that reflects favorably at all times on the Software and the reputation of RAMCO; (ii) avoid deceptive, misleading, or unethical practices that are or might be detrimental to RAMCO, the Software, or the public, including any disparagement of RAMCO or the Software; (iii) make no false or misleading representations with regard to RAMCO or the Software; (iv) refrain from publishing or employing any misleading or deceptive advertising material; and (v) refrain from making any representations, warranties, or guarantees with respect to the specifications, features, or capabilities of the Software that are inconsistent with the literature distributed by RAMCO, including all warranties and disclaimers contained in such literature. Partner represents and covenants that it has not and will not register, under its own name or on its behalf, any trademark of RAMCO, and that it will not take any action adverse to RAMCO's interest in any such trademark. In no event shall RAMCO be liable for Partner's use of RAMCO's trademarks.

9. Proprietary Material

- 9.1 Partner agrees to treat any and all Proprietary Material hereto as a valuable asset of RAMCO and shall adopt the best efforts and measures to assure that its employees and agents will maintain confidentiality of such Proprietary Material. Partner will not publish, disclose to any third party (except to its own employees to the extent necessary to permit Partner to perform its obligations hereunder and except as provided in this Section 9), or otherwise use for its own benefit any Proprietary Material herebefore or hereafter disclosed to Partner or any of its subsidiaries or affiliates by RAMCO without the prior written approval of RAMCO. Partner shall not disclose any Proprietary Material to any of its employees pursuant hereto unless such employees have entered into a confidentiality agreement in a form approved in writing, by RAMCO. All such Proprietary Material shall be the sole and exclusive property of RAMCO and shall be used by Partner only for the purposes of obtaining Referrals of the Software. Proprietary Material shall be disclosed by Partner to a customer only upon the prior written consent of RAMCO. No customer shall be furnished with any Proprietary Material unless and until such customer has entered into a written confidentiality agreement and/or Software agreement with RAMCO. The provisions of this Section 9 shall not apply to information which:
- a.) is now or later becomes available in the public domain without the fault of Partner;
 - b.) is already known to Partner through legally authorized means;
 - c.) is independently developed by Partner where Partner establishes that such development was accomplished without access to the Proprietary Material of RAMCO
 - d.) is disclosed to Partner by a third party without restriction and without breach of any relationship of confidentiality;
- 9.2 Partner agrees it will not decompile, disassemble, or attempt in any way to reverse engineer any Software or develop any products based on any Proprietary Material. Partner shall not remove any copyright, proprietary rights or confidentiality notice included or affixed to any RAMCO Proprietary Material.

10. Waivers, Amendments

No waiver of any right hereunder by either Party shall operate as a waiver of any other rights, or of the same right with respect to any subsequent occasion for its exercise, or of any right to damages. No waiver of either Party of any breach of the Agreement shall be held to constitute a waiver of any other breach or of a continuation of the same breach. All remedies provided by the Agreement are in addition to all other remedies provided by law. The Agreement may not be amended except by a writing signed by each of the Parties.

11. Relationship of Parties

11.1 Partner is not, and shall not hold itself out as, the representative, agent, servant, or employee of RAMCO for any purpose. Partner shall in all correspondence and other dealings relating directly or indirectly to the marketing of Software, indicate that it is acting as an independent contractor for purposes of obtaining Referrals of the Software, and that with regard to the Software, the ownership of the Software remaining in RAMCO. The Agreement creates no relationship of agency, joint venture, partnership, or limited partnership between RAMCO and Partner, and the Parties hereby acknowledge that no other facts or relations exist that would create any such relationship between them, it being intended that each shall remain an independent contractor responsible for its own actions. Neither Party has any right or authority to assume or to create any obligation or responsibility on behalf of the other Party, except as provided herein, or as may from time to time be provided by written instrument signed by the Parties.

11.2 Partner has no authority to, and shall not, incur any liability on behalf of RAMCO, or in any way pledge or purport to pledge the credit of RAMCO, or make any contract binding upon RAMCO, without the prior approval in writing of RAMCO.

12. Governing Law and Arbitration

(a) Governing Law:

The Agreements and their respective subject matter shall be governed by and construed in accordance with the laws of India.

(b) Arbitration :

In the event of any controversy, difference or dispute arising out of or in the interpretation of any of the terms and conditions of the Agreement or on breach by any of the Parties, the Parties shall bring the said reasons to the notice of each other, and shall amicably try to settle any such issues within 30 days of such notice. In the event of the Parties' failure to reach amicable settlement as mentioned herein, all unresolved controversies, disputes or differences whatsoever arising between the Parties regarding the Agreement shall be referred to arbitration in accordance with Indian Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be Chennai, India. Parties will endeavor to agree upon Sole Arbitrator, failing which each Party shall appoint its own Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who shall act as the Presiding Arbitrator. The Arbitration shall be conducted in English language. The Parties agree to abide by the Award of the Arbitrator(s).

13. Jurisdiction :

Without prejudice to arbitration as contained in sub-clause (b) herein above, any and all disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the appropriate courts at Chennai, India only.

14. Notices

Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to be properly given when sent by registered or certified mail, return receipt requested, addressed to contract details as given in Agreement.

15. Force Majeure

Neither RAMCO nor Partner shall be liable for any delays in their performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of materials or equipment, failures or delays in delivery of vendors and suppliers or delays in transportation.

16. Assignment

The rights granted herein are restricted for use solely by Partner and may not be assigned or transferred to a third party.

17. Non-Solicitation

Partner agrees not to solicit, or make offers of employment to or enter into consultant relationships with, employees or consultants of Ramco if such person was involved, directly or indirectly, in the performance of the Agreement, within one (1) year period of the cessation of such employment or consultant engagement; provided, however, that nothing contained herein will prevent a Party from hiring any such employee or consultant who responds to a general hiring program conducted in the ordinary course of business or who approaches such Party on a wholly unsolicited basis.

18. Survival

The provisions of Sections 1, 5, 7, 8, 9, 11, 12, 13, 14, 16 to 18 shall survive the expiration or earlier termination of the Agreement for any reason.

19. Entire Agreement

The Agreement sets forth the entire agreement between the Parties concerning the subject matter hereof and supersedes all other agreements or understandings, written or oral, relating thereto. No representation, promise, inducement or statement of intention has been made by either Party which is not set forth in the Agreement and neither shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

EXHIBIT A
Ramco Systems Limited
Prospect Registration Form

Date: _____
Partner: _____
Address: _____

Phone: _____
Contact: _____

Prospect: _____
Address: _____

Phone: _____
Contact: _____

Describe the Prospect and the Prospect's Product Requirements:

Activities to be Performed by Partner:

Ramco Systems Limited: Accepted _____ * **Rejected** _____

Signature: _____

Name: _____

Title: _____

Date of Acceptance/Rejection: _____

* The foregoing Referral prospect is hereby accepted by RAMCO, provided that Partner arranges a face to face meeting with a primary decision maker of such prospect with RAMCO within thirty (30) days of the date of acceptance. Otherwise, the Parties agree that this Prospect Registration form and the Referral prospect hereunder will be null and void.