

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the “**Agreement**”) is made at _____ on this _____ day of _____, 20____ (“*Effective Date*”) BETWEEN _____, a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at _____, through its Authorized Director _____ authorized vide Board Resolution dated _____ passed in the Board of Directors meeting held on _____, hereinafter referred to as “**SUPPLIER**” (*which expression shall, unless it be repugnant to the meaning or context thereof, mean and include its successors and assigns*) of the **ONE PART**; AND _____, a Company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at _____, through its Authorized Director _____ authorized vide Board Resolution dated _____ passed in the Board of Directors meeting held on _____, hereinafter referred to as “**CUSTOMER**” (*which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns*) of the **OTHER PART**;

Each party is individually referred to as a “*Party*” and collectively referred to as the “*Parties*”.

WHEREAS:-

- (a) Supplier is a provider of subscription services as defined hereunder in the territory of _____;
- (b) Supplier wishes to sell, and Customer wishes to purchase, certain subscription services as described herein;
- (b) This Agreement sets forth terms and conditions applicable to the Services provided by the Supplier to the Customer.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth hereinabove and herein below, it is hereby covenanted and agreed by and between the parties as follows:-

1. RECITALS:

The above recitals shall form an integral part of this Agreement.

2. SERVICE AND PROFESSIONAL SERVICES:

- (a) **Supplier's Obligations-** Supplier shall make the service available to Customer pursuant to this Agreement and the applicable Order Form during the term, and grants to the Customer a limited, non-sublicensable, non-exclusive, non-transferable (except as expressly permitted in Clause 17(a)) right during the term to allow its users to access and use the service in accordance with the documentation, solely for Customer's business purposes. Customer agrees that its purchase of the Service or the Professional Services is neither contingent upon the delivery of

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