

***astTECS Zoho Integration**

Service Agreement

This Service Agreement (hereinafter referred to as Agreement) states the Terms and Conditions under which ***astTECS COMMUNICATIONS PRIVATE LIMITED**, a Private Limited Company registered under the Companies Act, 1956, carrying on business at **#35 Krishna Reddy Layout, Domlur, Bangalore-560071, Karnataka, India**, will carry out Zoho integration with asterisk Communication Servers.

1. Definition and Interpretation

1.1. In the interpretation of this Agreement:

1.1.1 “Zoho” – CRM offered by Zoho Corporation

1.1.2 “Customers” mean end users of Zoho CRM and *astTECS IP PBX. **“Effective Date”** means the date first set above, being the date on which this Agreement was entered between the parties.

1.2. **Interpretation:** In this Agreement, unless the context otherwise requires:

1.2.1 The singular includes the plural and vice versa;

1.2.2 All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define, limit or affect the meaning or interpretation of this Agreement;

1.2.3 References to a Recital or Schedule or Annexure is to a Recital or Schedule or Annexure of or to this Agreement;

1.2.4 References to a person include a natural person, body corporate, unincorporated association, government or governmental, semi-governmental or municipal authority.

2. Appointment and Execution:

2.1. Customer will detail his requirements for the integration of Zoho with asterisk systems.

2.2. *astTECS will review the requirements and propose the number of man days required to carry out the integration alongwith the cost involved.

2.3. Upon receipt of confirmation and payment from the customer, *astTECS will implement the integration in the customer Server.

3. Intellectual Property Rights

- 3.1. The title and ownership rights of all its products as protected by copyright laws, patent laws or other intellectual property laws and treaties (including but not limited to the goods, documentation, future updates, modifications, corrections, etc. relating to the goods) shall vest with *astTECS.
- 3.2. Copying or unauthorized use of *astTECS or Asterisk, other than as provided for in this Agreement, by Customer is an offence.

4. Confidentiality

Customer will, during the period of this Agreement and after its termination for whatsoever reason, keep confidential all information provided to it by *astTECS which is confidential and proprietary including but not limited to trade secrets, user manuals, discoveries, ideas, designs, production drawings, product specifications, techniques, models, data, programs, documentation, processes, know-how, customer lists and files, names of customers' personnel, customers' marketing needs, habits and strategies, pricing lists, *astTECS lists and files, product planning information, marketing methods and plans, and financial, business and technical information of, about or concerning each parties' business affairs and operation, and any matter relating to this Agreement including the pricing and purchasing arrangements arrived at under this Agreement. Customer shall return all confidential and proprietary information immediately upon termination of this Agreement.

5. Limitation of Liability

- 5.1. *astTECS shall not be liable, in whole or in part, for any claims for cost, damage, expense or liability arising out of or in connection with the acts, omissions or misrepresentations of customer, regardless of the form of action.
- 5.2. Customer further agrees to indemnify, defend and hold *astTECS harmless against any claims for cost, damage, expense or liability arising out of or in connection with the acts, omissions or misrepresentations of customer, regardless of the form of action.
- 5.3. In no event shall *astTECS be liable to customer for exemplary, incidental, indirect, special or consequential damages of any kind, including without limitation loss of profit, loss of use, savings or revenue or the claims of third parties, however caused and on any theory of liability, arising out of this Agreement or the relationship of Customer and *astTECS .

- 5.4. In no event shall *astTECS be liable to customer for data modification, loss or consequential damages of any kind, including without limitation loss of profit, loss of use, savings or revenue or the claims of third parties. Customer should take backup of his data, before the integration work starts, or provide *astTECS with a secondary system for implementation.

6. Governing Law, Jurisdiction, and Arbitration

- 6.1. The provisions of this Agreement shall be governed by, and construed in accordance with Indian law.
- 6.2. Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Rules of Arbitration and Conciliation Act, 1996 in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The seat, or legal place, of arbitration shall be Bangalore, Karnataka. The language to be used in the arbitral proceedings shall be English.
- 6.3. Courts in Bangalore, Karnataka shall have exclusive jurisdiction.

7. General

- 7.1. **Notices:** Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile or email to the address as mentioned above in this Agreement. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).
- 7.2. **Assignment: Customer** may not transfer or assign its rights and obligations under this Agreement without the prior written consent of astTECS, which consent shall not be unreasonably withheld.
- 7.3. **Entire Agreement:** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, and supercedes all previous negotiations, representations, or other Agreements previously made by the parties with respect to the subject matter of this Agreement.
- 7.4. **Amendment:** This Agreement may be amended only by a written instrument executed by both parties or their respective successors or assigns.

- 7.5. **Waiver:** No waiver, forbearance of or failure by *astTECS in its right to enforce any provision of this Agreement shall constitute a waiver or estoppels of its right to enforce any other provision ofthis Agreement or *astTECS’s right to enforce any such provision at any time in the future.
- 7.6. **Severability:** In the event any portion of this Agreement is determined to be invalid or unenforceable, the invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 7.7. **Force Majeure:** Neither party will be in breach of this Agreement by reason of its delay in the performance of or failure to perform any of its obligations hereunder, if that delay or failure is caused by strikes, industrial action, acts of God or the public enemy, riots, interference by civil or military authorities, compliance with governmental priorities for materials, government export or import restrictions, government labelling requirements, exchange controls, or any other event beyond its control. Financial conditions affecting a party’s ability to pay any amount owing under the Agreement shall not constitute a force majeure event. The party claiming force majeure shall be entitled to suspend its performance for as long as the condition persists. Either party shall have the right to terminate this Agreement if the force majeure condition has continued for a period exceeding six months.
- 7.8. **Captions:** The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- 7.9. **Counterparts:** This Agreement has been signed in duplicate, each of which shall be deemed to be an original.