

# TERMS OF SERVICE

## LEADSQUARED – TERMS OF SERVICE

[Last Updated: August 22, 2022]

### PLEASE READ THESE TERMS OF SERVICE CAREFULLY AND CONFIRM YOUR ACCEPTANCE BEFORE AVAILING OUR SERVICES

These Terms of Service describe the Services we will provide to you, how we will work together, and other aspects of our business relationship.

We request you to read the terms below carefully before confirming your acceptance thereof. Upon your acceptance, these Terms of Service form a legally binding agreement between you and LeadSquared. Our Services are available to you only upon your acceptance of these Terms of Service.

In case any of the terms are not acceptable to you, please do not proceed to use any of our Services. BY ACCESSING OR USING OUR SERVICES IN ANY WAY, YOU AGREE TO BE BOUND BY ALL THE APPLICABLE TERMS OF SERVICE.

We periodically update these terms and we will let you know when we do through notification within the LeadSquared Application used to access your Subscription Services (if you have one), and by posting a revised copy on our website. You agree to review these Terms of Service on a regular basis and always remain in compliance.

## 1. DEFINITIONS

1.1. “LeadSquared“, “we“, “us” or “our” shall mean:

- in case you are a Customer based in India, MarketXpander Services Private Limited, a company incorporated under the Companies Act, 1956, with its registered office at No. 33, Sector-6, HSR Layout, Bangalore – 560102; or
- in case you are a Customer based in any other jurisdiction, LeadSquared Inc., a United States corporation with its registered office at No. 510 Thornall Street, Suite 210, Edison, NJ-08837, United States of America.

1.2. “You“, “your” or “Customer” shall mean an individual or legal entity who is signing up for any kind of Services from us, irrespective of the nature or duration of the Services. Customer’s details, including name of the contracting entity and the authorized representative, are as provided in the accompanying Order Form.

1.3. “Affiliate” means, (i) with respect to any party other than a natural person, any other person who holds or in which such party holds 50% or more of the paid-up share capital, directly or indirectly, or is controlling, controlled by or under common control with such party; (ii) in the

case of any party that is a natural person, any other person who is a relative of such party as per the provisions of the act. for the purposes of this definition, the term “control” (including with correlative meaning, the terms “controlled by” and “under common control” with) as applied to any party, (i) means the (a) ownership or possession, directly or indirectly, of more than one half of the voting power of an enterprise, or (b) control of the composition of the board of directors in the case of a company or of the composition of the corresponding governing body in case of any other enterprise, or (c) a substantial interest in voting power and the power to direct, by statute or agreement, the financial and/or operating policies of the Person; and (ii) shall include the ownership or possession, directly or indirectly, of the power to direct or cause the direction of the management of that Person whether through ownership of voting securities or otherwise.

1.4. “**Acceptable Use Policy**” or “**AUP**” shall mean our Acceptable Use Policy set out at <https://www.leadSquared.com/aup>;

1.5. “**Billing Cycle**” shall mean a duration cycle (like month, quarter, year) for which billing is done in one go, as indicated in the Order Form;

1.6. “**Consulting Services**” shall mean the professional services provided to the Customer by LeadSquared, which may include training services, installation, integration or consulting services, the details of which shall be captured in Order Forms executed between the Parties from time to time under the terms of these Terms of Service and appended as annexures to these Terms of Service;

1.7. “**Customer Data**” shall mean any information submitted to the LeadSquared Platform by the Customer;

1.8. “**Disclosing Party**” shall have the meaning set out in Clause 6.1.1;

1.9. “**Effective Date**” shall mean the date of your acceptance of these Terms of Service;

1.10. “**Force Majeure**” shall mean an act of war, hostility, sabotage, act of God, epidemic, pandemic, electrical, internet or telecommunication outage, cyber-attacks, government or regulatory restrictions, change in law applicable to the Services or any other event outside the reasonable control of LeadSquared, that adversely affects the provision of Services;

1.11. “**LeadSquared Platform**” shall mean the suite of applications available at <https://leadSquared.com> or any of its sub-domains or any other URL/location made available by LeadSquared;

1.12. “**Order Form**” shall mean the form submitted by you, with your details and the Services opted by you, with relevant Service terms, pricing and payment terms being set out accordingly. Separate Order Forms may be submitted for different Subscription Services and Order Forms may be updated or modified from time to time with mutual consent;

1.13. **“Person”** means any natural person, sole proprietorship, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental entity, or any other entity

1.14. **“Planned Downtime”** shall mean the period during which the Services may be shut down for planned maintenance of the LeadSquared To the extent possible and reasonable, such downtime will be scheduled during non-business hours for majority of LeadSquared’s customers such as weekends and public holidays and at least 24 (twenty-four) hours’ prior notice will be provided;

1.15. **“Receiving Party”** shall have the meaning set out in Clause 6.1.1;

1.16. **“Service Fees”** shall mean the amounts the Customer is required to pay for using any of the Services;

1.17. **“Services”** shall collectively mean the Subscription Services and the Consulting Services provided by LeadSquared to Customer;

1.18. **“Start Date”** shall mean the date of commencement of the Subscription Services;

1.19. **“Subscription Fees”** shall mean the fees payable by the Customer for the Subscription Services;

1.20. **“Subscription Services”** shall mean the provisions of access to the LeadSquared Platform as per the scope, limits and features that the Customer has subscribed to, as captured in the relevant Order Form;

1.21. **“Subscription Term”** shall mean the initial term of the Subscription Services commencing from the Start Date, as specified in the relevant Order Form, and each subsequent renewal term (if any); and

1.22. **“Users”** mean individuals authorized by Customer to access Subscription Services.

## **2. SCOPE OF SERVICES**

### **2.1 Subscription Services**

2.1.1. During the Subscription Term, we will grant the Customer a non-transferable, non-exclusive, worldwide right to permit Users authorized by the Customer to access and use the LeadSquared Platform for its internal business purposes in accordance with these Terms of Service, the relevant Order Form and all laws and regulations applicable to the Customer. The Customer shall not use the right granted hereunder or permit it to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication.

2.1.2. You may, at any time, subscribe to additional features of the Subscription Services (existing features or new features that may be made available by us from time to time) by executing an additional Order Form.

2.1.3. We may update the LeadSquared Platform from time to time, without adversely affecting the Subscription Services. We, however, are under no binding obligation to release new features or updates to the LeadSquared We make no representations as to future features and functionalities, irrespective of any public announcements or comments in this regard.

2.1.4. Subscription Services will not be made available during Planned Downtime or Force Majeure.

## **2.2 Consulting Services**

2.2.1. Consulting Services will be provided by us in accordance with the relevant Order Form. Unless otherwise agreed, Consulting Services will be performed remotely and rendered in English.

## **2.3 Third Party Service Providers or Third-Party Software**

2.3.1. We may use third-party service providers, including application service providers and hosting service providers, for rendering any of the Services hereunder without seeking further consent from you, but we will continue to be responsible for such Services. LeadSquared will however, not be responsible for any third-party service providers engaged by you or any third-party software that may be procured by you, whether with or without our consent and notwithstanding that the same may be integrated with the Services.

# **3. USE OF SUBSCRIPTION SERVICES**

## **3.1. Acceptable Use**

3.1.1. You will comply with the Acceptable Use Policy. Specifically, you will not:

3.1.1.1. use or launch any automated system, including, “robots,” “spiders,” or “offline readers,” that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;

3.1.1.2. use the Subscription Services in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party’s use of the Subscription Services;

3.1.1.3. attempt to gain unauthorized access to the Subscription Services;

3.1.1.4. make the Services available to anyone other than authorized Users;

3.1.1.5. sell, resell, rent or lease the Services unless explicitly permitted in the relevant Order Form;

3.1.1.6. use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;

3.1.1.7. use the Services to store or transmit malicious code;

3.1.1.8. access the Subscription Services other than through the interface provided by us;

3.1.1.9. create derivative works based on the Services or the Software unless we have been explicitly authorized by you;

3.1.1.10. reverse engineer the Services or the Software or access the Services in order to: (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services; or

3.1.1.11. use the Subscription Services for any purpose or in any manner that is unlawful under applicable laws or prohibited by under these Terms of Service.

### **3.2. Service Usage Limitations**

3.2.1. The scope of the Subscription Services (such as number of Users, number of emails that can be sent by you in a month, number of contacts that can be managed, etc.) will be as set out in the relevant Order Form.

3.2.2. We reserve the right to monitor usage of the Subscription Services by you to determine if the use is within relevant Service usage limitations. Any overuse, if technically permitted, will be brought to your notice and may lead to pro-rata additional billing or suspension of Subscription Services, or both.

### **3.3. Intimation of Unauthorized Use**

3.3.1. You are responsible to ensure that the Subscription Services are used in accordance with these Terms of Service and will notify us immediately of any unauthorized use of your account or Users' identifications and passwords by sending an email to [abuse@leadsquared.com](mailto:abuse@leadsquared.com).

## **4. FEES AND PAYMENT TERMS**

4.1. Unless otherwise agreed in the relevant Order Form, you shall pay us the amounts set out below as fees for the Services:

### **4.1.1. Subscription Fees**

1. Towards Subscription Services, you will pay the Subscription Fees set out in the relevant Order Form. The Subscription Fees will remain fixed during the Subscription Term unless:
  - there is an overuse of the Subscription Services, whereby you exceed the maximum contacts, email send limit, visits, User or other applicable limits, as set out in the relevant Order Form;
  - you upgrade products or base packages; or
  - you subscribe to additional or new features or new packages or products, including additional contacts.
2. In case of overuse of Subscription Services, we shall be entitled to charge an additional fee for such overuse on a pro-rata basis. You will also be provided an option to modify the relevant Order Form and enhance the permitted usage limits prospectively.
3. Additional fees for new features or additional Subscription Services will be charged pro-rata for the remainder of the Subscription Term.
4. Subscription enables you to use the Subscription Services during the Subscription Term. In case usage of the Subscription Services is below the limitations set out in the relevant Order Form or in case you discontinue use of the Subscription Services during the Subscription Term, we will not be liable to refund any Subscription Fees.
5. The Subscription Fees will remain unchanged during the Subscription Term of the Order Form and be subject to escalation only at the time of each renewal, at the rate set out in the relevant Order Form.

#### **4.1.2. Consulting Fees and Expenses**

1. Any fee associated with Consulting Services will be captured in the relevant Order Form.
2. For Consulting Services performed on-site, you will reimburse us for all expenses incurred in connection with rendering the Consulting

#### **4.1.3. Payment Terms**

1. All Subscription Fees are due and payable in advance throughout the Subscription Term, prior to the commencement of the relevant Billing Cycle, as set out in the relevant Order Form. All fees for Consulting Services shall be due and payable prior to the commencement of the Consulting Services pursuant to the relevant Order Form.
2. In case Subscription Services are being procured for only a portion of a month during initiation of Services, the Subscription Fees will be charged pro-rata.
3. All other payment terms shall be as set out in the relevant Order Form.
4. Service Fees are non-refundable and payment obligations under an Order Form are non-cancellable unless expressly set out otherwise in the relevant Order Form.

#### **4.1.4. Invoicing**

1. We will invoice you prior to the beginning of the initial Subscription Term and prior to the delivery of Consulting Services, if any. Thereafter, we will invoice you no more than forty-five (45) days before each subsequent Billing Cycle or each renewal of the Subscription Term or at such other times when fees are payable. All amounts invoiced

are due and payable within 15 (fifteen) days from the date of the invoice, unless otherwise specified in the relevant Order Form.

2. In case of delayed payments, we will be entitled to apply interest at (i) 1.5% (one-point five percent) per month; or (ii) the maximum permissible under law, whichever is higher.

#### **4.1.5. Taxes**

1. All Service Fees are exclusive of applicable taxes, levies, cesses and other charges applicable thereon, which shall be borne by
2. If Customer is required to deduct or withhold any tax, Customer will pay the amount deducted or withheld as required by law and pay LeadSquared an additional amount so that it receives payment in full as if there were no deduction or withholding.

## **5. OWNERSHIP AND PROPRIETARY RIGHTS**

### **5.1. LeadSquared Rights**

5.1.1. We own or have rights to all worldwide intellectual property rights in and to the LeadSquared Platform and the Services (including all customizations, derivatives, adaptations or improvements thereof), and all copyrights, patents, trademarks, service marks and trade secrets in relation thereto, whether registered or not. All suggestions, enhancement requests, feedback, recommendations or other inputs provided by you or any other party relating to the LeadSquared Platform or Services shall be owned by us, and you hereby assigns, perpetually and worldwide, free of royalties or any payments, all rights in the same in favour of us and shall, at our expense execute such documents as are necessary to accomplish the foregoing ownership. Such assignment shall not lapse, notwithstanding that we do not make use of the same within the timelines prescribed by law, if any. Any rights not expressly granted herein are reserved by us.

### **5.2. Customer Rights**

5.2.1. You shall have ownership rights over all Customer Data and you hereby grant us and our licensors the worldwide, limited, non-exclusive license to access and use the same for the purpose of rendering the Services. You shall be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to collect and use the Customer Data.

### **5.3. Using Customer's name and logo**

5.3.1. You hereby permit us to use your name, website address and logo in our marketing material including website, email campaigns, brochures etc. during and after active engagement.

## **6. CONFIDENTIALITY**

### **6.1. Confidential Information**

6.1.1. As used herein, “Confidential Information” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information shall include Customer Data; LeadSquared’s Confidential Information shall include the LeadSquared Platform and Services; and Confidential Information of each Party shall include the terms and conditions of these Terms of Service and all Orders Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

## **6.2. Protection of Confidential Information**

6.2.1. The Receiving Party shall use the same degree of care to protect Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). It shall not use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms of Service and except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its service providers’ employees, consultants, contractors and agents who need such access for purposes consistent with these Terms of Service and who are bound by confidentiality obligations that are no less stringent than those herein.

**6.3. The provisions of this Clause 6 (*Confidentiality*) shall survive the expiry or termination of these Terms of Service.**

## **7. CUSTOMER DATA PROTECTION**

7.1. We shall adopt and maintain industry standard organizational and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data. We shall process the Customer Data only for the purpose of rendering the Services, as per the privacy policy set forth at [leadsquared.com/privacy-policy](https://leadsquared.com/privacy-policy).

7.2. We do not determine whether Customer Data includes information subject to any specific law or regulation in Customer’s local jurisdiction. In case you require us to implement any specific measures, given the nature of Customer Data or to comply with any specific laws or regulations applicable to your business or in your local jurisdiction, you shall bring the same to our notice and we will mutually agree upon the feasibility, scope and pricing for such measures.

7.3. As you collect the Customer Data and determine the mode of processing the same using the Services, you shall be the controller, and we the processor, for the purpose of applicable data privacy laws. You shall be responsible for ensuring that it complies with applicable data



protection laws pertaining to collection and transfer of personal data as the controller of the Customer Data.

7.4. We may monitor use of the Subscription Services by all its customers and use such data in an aggregate and anonymous manner, without publishing any personally identifiable information.

## **8. TERM, RENEWAL, SUSPENSION AND TERMINATION**

8.1. These Terms of Service shall be effective as of the Effective Date and be binding between you and LeadSquared till the completion of all the obligations undertaken pursuant hereto, unless terminated earlier in accordance with the terms hereof.

8.2. The Subscription Term shall commence on the Start Date set out in the relevant Order Form and be valid for the period specified therein. The Subscription Term will renew automatically for a further period equal to the then current Subscription Term or for a period of 1 (one) year, whichever is more, unless (i) you send a non-renewal notice in writing to [sales@leadsquared.com](mailto:sales@leadsquared.com) at least 15 (fifteen) days prior to the approaching renewal; or (ii) an explicit renewal Order Form captures a different Billing Cycle. If you add new products or functionalities during the Subscription Term, they will renew along with the Subscription Term, unless otherwise indicated in the relevant Order Form.

8.3. The term of Consulting Services will be as set out in the relevant Order Form. If you procure Consulting Services that recur, they will be considered part of the subscription and will renew along with the Subscription Term.

8.4. No Termination without Cause

8.4.1. Neither party will terminate these Terms of Service or an Order Form, without cause or for convenience prior to the expiry of the relevant term. In case you choose to stop using any of the Services before the expiry of the relevant term, you may do so, without LeadSquared being liable to refund any Services Fees already paid. Notwithstanding the applicable Billing Cycle, Customer will be liable to pay all Service Fees payable for the remainder of the Subscription Term.

8.5. Suspension of Services

8.5.1. We may suspend access to your account after giving you 15 (fifteen) days' prior written notice, in case any amounts remain due and payable upon completion of the payment period set out in these Terms of Service or the relevant Order Form.

8.5.2. LeadSquared may also suspend access to Customer's account with immediate effect if (i) there is unauthorized access to Customer's account; (ii) there is a violation of Acceptable Use Policy; (iii) Customer's use of the Services is in violation of applicable laws or regulations; or

(iv) Customer's use of the Services poses a risk to the LeadSquared Platform or other users of the Services.

8.5.3. If the reason for the suspension continues for a period of 15 (fifteen) days, LeadSquared may proceed to terminate these Terms of Service or the relevant Order Form, without prejudice to other remedies that may be available under these Terms of Service or applicable laws.

## 8.6. Termination for Cause

8.6.1. Either party may terminate these Terms of Service or an Order Form for cause: (i) upon 30 (thirty) days' prior written notice to the other party on grounds of a material breach, if such breach remains uncured at the expiration of such period; or (ii) immediately, if the other party becomes the subject of insolvency, bankruptcy, liquidation or other such proceedings and the same are not stayed by a competent court within a period of 6 (six) months therefrom.

## 8.7. Consequences of expiry / termination

8.7.1. Upon expiry or termination of any of the Services, the Customer shall pay all outstanding payments immediately, irrespective of the Billing Cycle. LeadSquared shall not be liable to refund any amounts to the Customer, except, where the termination is by the Customer on grounds of material breach by LeadSquared, LeadSquared shall refund pro-rata any Subscription Fees for the unexpired portion of the Subscription Term.

8.7.2. For a period of 30 (thirty) days following expiry or termination, LeadSquared will retain the Customer Data on the LeadSquared. Within this period, Customer can: (i) export the Customer Data from the Customer's account; or (ii) request LeadSquared to keep the account active for a further mutually agreed period and for an additional fee. Upon completion of the afore-mentioned period of 30 (thirty) days or such extended period as mutually agreed, whichever is later, LeadSquared will permanently delete all Customer Data in Customer's account, without retaining any copy thereof. Customer agrees that LeadSquared is not liable for any such deletion of Customer Data.

8.7.3. All terms hereof, survival of which have been specifically provided for herein or which by their nature survive termination, shall survive the expiry or termination of these Terms of Service.

# 9. INDEMNITY

9.1. Either party shall defend, indemnify and hold the other party harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings made or brought against the other party: (i) due to breach of the representation and warranties set forth in these Terms of Service; (ii) by a third party alleging that the use of the Services as contemplated hereunder infringes the intellectual property rights or data privacy rights of such third party; provided that the indemnified party (a) promptly gives written notice of the claim to the indemnifying party; (b) gives the indemnifying party control of the defense and settlement of the claim (provided that the indemnifying party may not settle any

claim unless it unconditionally releases the indemnified party of all liability); and (c) provides to the indemnifying party, at the indemnifying party's cost, all reasonable assistance.

## **10. DISCLAIMERS & LIMITATIONS OF LIABILITY**

### **10.1. Disclaimer of Warranties**

10.1.1. EXCEPT AS EXPRESSLY UNDERTAKEN HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND LEADSQUARED, TO THE EXTENT PERMITTED BY LAW, MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SERVICES OR DATA MADE AVAILABLE FROM THE SERVICES.

### **10.2. Limitation of Liability**

10.2.1. IN NO EVENT SHALL EITHER PARTY, ITS DIRECTORS, OFFICERS OR ANY OF ITS AFFILIATES, BE LIABLE FOR: (I) LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF REVENUE, LOSS OF REPUTATION OR GOODWILL, IN EACH CASE WHETHER ACTUAL OR ANTICIPATED; (II) LOSS, THEFT OR CORRUPTION OF DATA; AND (III) ANY SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING SUBSTITUTION OF SERVICES) ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR ANY THIRD PARTY SERVICES DELIVERED IN CONNECTION HERewith EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES OUT OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY; AND IN NO EVENT SHALL EITHER PARTY'S CUMULATIVE LIABILITY HEREUNDER (OTHER THAN FOR PAYMENT OF FEES DUE) EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO LEADSQUARED IN THE 6 (SIX) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM OR USD 5000 (US DOLLARS FIVE THOUSAND ONLY), WHICHEVER IS LESSER.

## **11. EXPORT CONTROL**

11.1. These Terms of Service are subject to any restrictions concerning the export of products or technical information from the United States or other countries that may be imposed on the parties from time to time. Each party agrees that it will not export, directly or indirectly, any technical information acquired from the other party or any products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with applicable law.

## **12. ANTI-CORRUPTION**

12.1. The Customer hereby represents and warrants that neither the Customer nor, to the Customer's knowledge, any agent or other Person acting on behalf of the Customer, has: (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Customer (or made by any Person acting on its behalf of which the Customer is aware) which is in violation of law or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

## **13. GENERAL PROVISIONS**

13.1. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in performance if caused by Force Majeure, except in respect of payment obligations hereunder. Each party will use reasonable efforts to mitigate the effect of a Force Majeure event. Service Fees shall not accrue for the period during which the Services are not rendered due to Force Majeure.

13.2. **COMPELLED DISCLOSURE.** LeadSquared reserves the right at all times to disclose any information, including Customer Data and Customer's Confidential Information, when compelled to so by any applicable law, regulation, legal process or governmental request; however, LeadSquared shall, if permissible, provide Customer notice of the same.

13.3. **SEVERABILITY.** If any provision of these Terms of Service is held by a court of competent jurisdiction to be contrary to law, or for any reason invalid, void or unenforceable, the remainder of the provisions shall, to the extent practicable, remain in full force and effect and parties will negotiate in good faith to amend such invalid, void or unenforceable provision to give effect to the intended purpose of such provision in accordance with applicable laws.

13.4. **RELATIONSHIP BETWEEN THE PARTIES.** No joint venture, partnership, employment, or agency relationship is created between LeadSquared and Customer as a result of these Terms of Service or use of the Services.

13.5. **ASSIGNMENT.** Either party may assign its rights hereunder in the event of a merger, reorganisation or acquisition of all or substantially all of its assets; in all other cases, the other party's prior written approval shall be required for assignment and the same shall not be unreasonably withheld.

13.6. **NO WAIVER.** Any waiver by a party of a breach of these Terms of Service by the other party shall be specific and in writing, and shall not operate as a waiver of any other or future breach under these Terms of Service.

13.7. **NOTICE.** Any notice or other communication required or permitted under this Terms of Service shall be given in writing to the other party via hand delivery, courier or by registered post acknowledgement due. Notices shall be effective upon receipt. However, notices pertaining to the use of the Services, including overuse and payments, may be sent by email only to the address set out below. If to the Customer: Customer Name, Address and Email ID as per Order

Form. If to LeadSquared: Attn: Legal Department – LeadSquared, MarketXpander Services Private Limited, No. 33, Sector 6, HSR Layout, Bangalore – 560102. Email: legal@leadsquared.com

#### 13.8. GOVERNING LAW AND DISPUTE RESOLUTION.

- The governing law and jurisdiction shall be as per the terms of the Order Form. In absence of the same, these Terms of Service shall be governed by and construed in accordance with the laws of India. Parties shall try to resolve any Dispute arising out of or in relation to these Terms of Service by mutual discussions, failing which the same shall be submitted to arbitration under the provisions of the Arbitration and Conciliation Act, 1996, administered by Presolv360, an independent institution, in accordance with its Dispute Resolution Rules.
- The parties agree that the arbitration shall be before a sole arbitrator appointed under the Rules. The juridical seat of arbitration shall be Bangalore, India. The language of arbitration shall be English. The law governing the arbitration proceedings shall be Indian law. The decision of the arbitrator shall be final and binding on the parties. Subject to the above, the competent courts at the seat shall have exclusive jurisdiction.
- The parties agree to carry out the arbitration proceedings virtually through the online dispute resolution (“ODR”) platform of Presolv360 and, for such purpose, the email addresses and / or mobile numbers available, provided or otherwise referenced in the contract shall be considered. Each party shall be responsible for intimating such institution in the event of any change in its email address and / or mobile number throughout the arbitration proceedings. In the event the arbitration proceedings cannot be administered virtually in the opinion of the arbitrator, the proceedings shall be conducted physically, and the venue of the proceedings shall be as determined by the arbitrator having regard to the circumstances of the case, including the convenience of the parties.

13.9. ENTIRE AGREEMENT. These Terms of Service, including its annexures and any additional Order Forms, modifications or addenda that may be entered into from time to time constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Any additional or different terms set out in a purchase order or any future correspondence shall not be binding on LeadSquared. Any modification to an Order Form shall be in writing and mutually agreed to by the Parties.

13.10. ORDER OF PRECEDENCE. In the event of any conflict between these Terms of Service and the terms of an Order Form, the Order Form shall prevail solely with respect to the subject matter thereof.

13.11. CONTACT INFORMATION. You can contact us at legal@leadsquared.com.