

MAPLYTICS TERMS OF USE

THIS TERMS OF USE (hereinafter referred to as “ToU”) is executed on the date of first use of services provided by the Service Provider (hereinafter referred to as “Effective Date”)

BY AND BETWEEN

The “Service Provider” which shall mean Inogic Tech (India) Private Limited, incorporated in 2008 under The Companies Act, 1956 with its registered office at B-301, Everest Nivara Infotech Park, Plot No. D3 TTC Industrial Area, MIDC, Turbhe, Navi Mumbai-400705

AND

The “User” which shall mean any or all individual(s) or legal entity(ies) duly registered with the Service Provider including employee(s), consultant(s), contractor(s), agent(s) and any such party(ies) who is/are authorized [on behalf of such individual(s) or legal entity(ies)] to use the services provided by the Service Provider

The term “Party” and Parties” shall be used to refer to the User and the Service Provider individually and collectively, as the context may require.

WHEREAS

- A. The Service Provider provides map visualization tool which includes but is not limited to the following features including geocoding data, map CRM data, radius search, appointment planner, route optimization, sales territory management, analytical dashboard, smart navigation system and heat map visualization through its network of web properties. The services shall also include any updates, enhancements, new features, and/or the addition of new web properties and the same shall be subject to the ToU.
- B. The User is an individual or a legal entity who has successfully registered with Maplytics and is using any or all of the services provided by the Service Provider.

1. DEFINITIONS

- (i) “Confidential Information” shall mean any information which is non-public, proprietary, know-how, trade secret, or any information of the privileged nature of the Parties.
- (ii) “Content” shall mean the maps, images, statistical data and other third party content that the Service Provider is authorized to access.
- (iii) “Cookies” shall mean a piece of information stored by a web server on a web browser. The information can later be tracked back from a particular browser and it is useful for enabling the browser to remember information specifically related to a given User(s).
- (iv) “Customer Order Form” shall mean a document containing the details of User’s contact information and the plan details to be purchased by the User(s). The terms mentioned in the Customer Order Form are also included in the ToU. In any event, wherein there is an inconsistency between a Customer Order Form and the ToU, the ToU shall prevail.
- (v) “Maplytics” shall mean a SaaS (defined below) product provided by the Service Provider to its User(s). It is a map visualization tool created for Microsoft Dynamics 365 CRM to integrate with Bing Maps. It empowers professionals to visualize Microsoft Dynamics 365 CRM data on a map.
- (vi) “SaaS” shall mean “Software as a Service” which allows User(s) to connect to and use cloud-based apps over the Internet.
- (vii) “Subscription Plan” shall mean a period from the date of commencement of the plan taken by the User from the Service Provider until the date of expiration, termination, or cancellation thereof. The minimum Subscription Plan is for five (5) Users for a period of either six (6) months or twelve (12) months.
- (viii) “Taxes” shall mean all taxes, levies, duties, fines or similar government assessments imposed by any jurisdiction, country or any subdivision or authority thereof including, but not limited to state or local sales, use, property, excise, service or similar taxes, in any way connected with this ToU.
- (ix) “Transaction” shall mean total forward or reverse geocoding transactions, sessions or routing requests done by the User and shall also include billable/non-billable transactions as mentioned in the ToU of Bing Maps.

2. REGISTRATION

The User shall provide all relevant details required by the Service Provider in order to register with Maplytics. The terms of this ToU shall be binding on the User immediately upon the successful registration of the User.

3. FREE TRIAL PERIOD

- (i) The registration period of the User will start with the free trial. The free trial period of the User usually lasts for fifteen (15) days from the date of registration with Maplytics unless a further extension of such free trial period is sought by the User and granted by the Service Provider solely at its discretion.
- (ii) The eligibility of the User(s) to avail the free trial is to be determined by the Service Provider at its sole discretion in order to prevent free trial abuse. The Service Provider reserves the right to revoke the free trial and put the User's account on hold or terminate such free trial in the event there is a violation of any of the terms of the said ToU by the User(s).

4. TERM

The term of this ToU shall commence immediately upon the User(s) successfully registering on either the Maplytics website or mobile app and shall remain in full force until:

- (i) The free trial period of fifteen (15) days provided to the User(s) has expired, unless a further extension of such free trial period is sought by the User(s) and granted by the Service Provider solely at its discretion.
- (ii) The Subscription Plan purchased by the User(s) has expired.
- (iii) The Subscription Plan purchased by the User(s) has been terminated/ cancelled by the Service Provider as mentioned under Clause 18 of this ToU.

5. PURCHASE, PRICING, INVOICING AND PAYMENTS

5.1 PURCHASE: The procedure to purchase a Subscription Plan is as follows:

The User(s) shall download the Customer Order Form available on the Maplytics website or app or sent by the Service Provider and return the

same via e-mail to the Service Provider after filing all the required information. Pursuant to the receipt of the duly completed Customer Order Form, the Service Provider shall issue an invoice to the User(s) along with payment instructions.

The User(s) shall, within fifteen (15) days from the date of the invoice, pay the invoiced amount to the Service Provider to complete the purchase.

5.2 PRICING

Pricing is based on the Subscription Plan chosen by the User(s). The Service Provider charges USD ten (10) per month per User (excluding applicable taxes/duties/levies for which the User shall be liable). The User(s) will be required to pay for the Subscription Plan on a prepaid basis. The Service Provider reserves the rights to charge additional amounts over and above the aforementioned charge of USD 10 per month per User (excluding applicable taxes/duties/levies for which the User shall be liable), in the event the User(s) exceeds the usage limit as prescribed in Annexure - A of this ToU. A notice of seven (7) days shall be provided to the User(s) to pay any additional amount as may be invoiced by the Service Provider in respect of the User(s) exceeding the usage limit as prescribed in Annexure - A of this ToU. In the event of non-payment of such additional charges by the User(s), the duration of the Subscription Plan shall accordingly be adjusted on a pro-rata basis by the Service Provider.

5.3 INVOICING AND PAYMENTS

Invoice(s) shall be raised upon the receipt of the duly completed Customer Order Form from the User(s) and the amount is calculated on the basis of Subscription Plan (number of Users, duration) chosen by the User. The User may add additional Users at any point during the Subscription Plan by revising and resubmitting the Customer Order Form and the User will be charged on pro-rata basis for the remaining period of the Subscription Plan. All payments made by the User(s) shall be non-refundable except in such cases, wherein a fault has been detected in Maplytics and such a fault cannot be satisfactorily addressed by the Service Provider. Even in case of a User(s) choosing to decrease

the number of Users during the Subscription Plan, no amount shall be refunded nor shall the duration of the Subscription Plan be extended or adjusted on the pro-rata basis. The invoiced amount may be quoted in Indian Rupees, United States Dollar or Euro depending upon the location of the User(s) which the User(s) agrees and undertakes to pay within fifteen (15) days from the date of issue of the invoice in order to complete the payments.

6. LICENSE

Subject to the compliance of terms and conditions laid down in the ToU, Service Provider hereby grants the User(s), a limited, non-exclusive, non-transferable license to download Maplytics via Service Provider's appsource listing on Microsoft appsource (<https://appsource.microsoft.com/en-us/product/dynamics-365/inogic.f6f3c73f-29de-4fa8-a396-87ea8a07b6c4?tab=Overview>), Service Provider's website (<http://www.inogic.com/product/integrations/maplytics-bing-map-microsoft-dynamics-crm>), Maplytics website (<http://www.maplytics.com/maplytics-download>) or through the website(s) or app(s) of other authorized third parties during the relevant Term as mentioned in Clause 4 of the ToU. User's use of Maplytics may be subject to certain limitations provided to the User(s) by the Service Provider in writing or arising from or connected to the third party services or otherwise.

7. OBLIGATIONS OF THE USER

- (i) It is the responsibility of the User(s) to provide such information as and when requested by the Service Provider, in order to be able to use the services provided by the Service Provider on Maplytics.
- (ii) User(s) shall be responsible for obtaining, deploying and maintaining the User's internal website, servers and other equipment and software used in User's business necessary to access and use services provided by the Service Provider on Maplytics and to pay the third party fees and access charges, if any, incurred in connection with the foregoing.
- (iii) User(s) shall be responsible for all the following actions while using Maplytics:

- a. User(s) acknowledges and agrees to abide by all the local, state, national and international laws and regulations applicable to the use of Maplytics.
 - b. User(s) agrees not to use Maplytics for illegal, fraudulent, unethical or inappropriate purposes.
 - c. User(s) agrees not to interfere with any Maplytics security or interfere with others ability to access or use Maplytics.
 - d. User(s) agrees not to interfere with another's use and enjoyment of Maplytics.
 - e. User(s) agrees not to use Maplytics in any manner that impairs Maplytics.
 - f. User(s) agrees not to distribute, promote or transmit through Maplytics any unlawful, harmful, obscene or otherwise objectionable material of any kind or nature, or any material that encourages conduct that could constitute a criminal offense or give rise to civil liability under any law for the time being in force.
 - g. User(s) agrees to access and use Maplytics only in accordance with the instructions provided by the Service Provider.
 - h. User(s) acknowledges and agrees that Maplytics neither endorses the content of any User communications or customer data nor assumes any responsibility for the same.
- (iv) User(s) shall not indulge in acts which are detrimental to the interest of the Service Provider which includes the following:
- a. User(s) shall not decipher, reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas, data files, or algorithms of Maplytics.
 - b. User(s) shall not modify, translate, or create derivative works based on any element of Maplytics or any related documentation.
 - c. User(s) shall not rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use Maplytics.
 - d. User(s) shall not use Maplytics for time-sharing purposes or otherwise for the benefit of any person or entity other than for the benefit of the User.
 - e. User(s) shall not use Maplytics for any purpose other than its intended purpose.
 - f. User(s) shall not interfere with or disrupt the integrity or performance of Maplytics.
 - g. User(s) shall not introduce any open source software into Maplytics.

- h. User(s) shall not attempt to gain unauthorized access to Maplytics or their related systems or networks.
- i. User(s) shall not pursue a patent, copyright, trademark, trade secret or any other intellectual property rights protection with respect to Maplytics, content or data contained in or provided through Maplytics or the Maplytics services, or derivatives thereof.
- j. User(s) shall not have perpetual use of any portion of Maplytics, content or data contained in or provided through Maplytics, or derivatives thereof.

8. THIRD PARTY OFFERINGS

- (i) Microsoft Dynamics 365 CRM: As a condition precedent to use the services provided on Maplytics, the User is required to:
 - a. Enter into an agreement with Microsoft Dynamics 365 CRM for the use of the applicable services offered by Microsoft Dynamics 365 CRM.
 - b. Download all the necessary apps or software for such use.
 - c. Abide by the terms and condition of the Microsoft Dynamics 365 CRM.
 - d. Hold the Service Provider harmless in respect of any claims or liability for any data submitted, stored, posted, displayed, exchanged or transmitted by or on behalf of User and received and analyzed by Microsoft Dynamics 365 CRM, as hosted by the User or Microsoft Dynamics 365 CRM.
- (ii) Bing Map: Maplytics uses the services of Bing Maps and therefore, the User shall:
 - a. Abide by the Terms of Use and policies of Bing maps.
 - b. Hold the Service Provider harmless in respect of any claims or liability for any data submitted, stored, posted, displayed, exchanged or transmitted by or on behalf of User and received and analyzed by Bing Map, as hosted by the User or Bing Map.
- (iii) Compliance with Third Party terms and conditions: The User agrees that it is in compliance of all agreements, terms, conditions and policies of Microsoft Dynamics 365 CRM, Bing map or any other third party offerings or services that are applicable to use Services rendered by the Service Provider and is bound by the same.

9. REPRESENTATION AND WARRANTIES

(i) REPRESENTATION AND WARRANTIES BY USER

- a. The User represents and warrants that the User is competent and eligible to enter into legally binding agreements.
- b. The User represents and warrants that it has the authority to enter into this ToU and perform its obligations hereunder.
- c. The User represents and warrants that its acceptance of and performance under this ToU shall not breach any agreement with any third party.

(ii) REPRESENTATION AND WARRANTIES BY SERVICE PROVIDER

- a. Service Provider represents and warrants that it has the authority to enter into this ToU and perform its obligation hereunder.

(iii) The Service Provider does not represent and does not warrant that:

- a. The use of Maplytics or the services provided on Maplytics will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- b. The services provided on Maplytics will meet the User(s) requirement or expectations.
- c. The quality of any information or other materials obtained by the User through Maplytics will be accurate.
- d. The server(s) used by Maplytics and the services provided on Maplytics are free of viruses or other harmful components. Service Provider shall not be responsible for the delays or other damages resulting from such problems. User shall be solely responsible for any damage to the User's systems or loss of data that results from the use of the services provided on Maplytics or Third Party Offerings.

10. SECURITY

The transactions on Maplytics are secure and protected. Any information entered by the User(s) when transacting on Maplytics is encrypted to protect the User(s) against unintentional disclosure to third parties. The User's credit or debit card information is not received, stored or retained by the Service Provider in any manner. This information is supplied by the User(s) directly to the relevant payment gateway which is authorized to

handle the information provided and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with.

The Service Provider has taken all reasonable measures to secure its computer resource and information contained therein following the reasonable security practices and procedures as prescribed in the Information Technology (Reasonable security practices and procedures and sensitive personal Information) Rules, 2011. This includes, amongst other things, using industry standard techniques such as firewalls, encryption, intrusion detection and site monitoring. However, despite taking due security measures prescribed by law, the Service Provider does not ensure the security of its systems or any information stored or maintained on these systems at all points as no security measures are impeccable or impenetrable. The Service Provider is no way responsible for any breach of privacy or security caused due to technical failures, hacking or other circumstances beyond its reasonable control.

The Service Provider shall not be liable in any manner for any data submitted, stored, posted, displayed, exchanged or transmitted by or on behalf of User and received and analyzed by Bing Maps, Microsoft Dynamics 365 CRM or by any other third party.

The Service Provider does not store or share any information with any other servers of the Service Provider and none of the employee(s)/ individual(s) related to the Service Provider is aware of any such information shared by the User.

Additionally, the User is aware that it might encounter Cookies or other similar devices on Maplytics that are placed by third parties or affiliates of the Service Provider. The User expressly agrees and acknowledges that the Service Provider does not control the use of such Cookies/other devices by third parties, that the Service Provider is in no way responsible for the same, and that the User assumes any and all risk in this regard.

11. **COOKIES**

The Service Provider may use Cookies to improve its level of service to the User(s). The User(s) can configure its browser to alert the User(s) when the site is attempting to send a Cookie to the User(s). The User(s) can check

its hard drive for the cookie files on the “cookies.txt” file in the hard drive of the User’s PC or under “magic cookies” on a Macintosh.

12. **INTELLECTUAL PROPERTY RIGHTS**

- (i) Unless expressly agreed to in writing, nothing contained herein shall give the User(s) a right to use any of the Service Provider’s websites, brand names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports, images, and other distinctive brand features. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by the Service Provider and other distinctive brand features of Maplytics are the property of the Service Provider. Maplytics is created by the Service Provider, the Service Provider shall be the exclusive owner of all the designs, graphics and the like, related to Maplytics.
- (ii) The User(s) shall not use any of the intellectual property displayed on Maplytics in any manner that is likely to cause confusion among existing or prospective users of the Maplytics, or that in any manner disparages or discredits the Service Provider, to be determined at the sole discretion of the Service Provider.
- (iii) The User(s) are aware that the services provided by Maplytics are the creations of their respective owners, and that all intellectual property, including but not limited to copyrights, relating to said services resides with the said owners, and that at no point does any such intellectual property stand transferred from the aforementioned owners or to the User(s). The User(s) are aware that the Service Provider merely provides a platform through which the User(s) can avail the services provided by Maplytics.
- (iv) The User(s) are further aware that any reproduction or infringement of the intellectual property of the aforementioned owners by the User(s) will result in legal action being initiated against the User(s) by the respective owners of the intellectual property so reproduced/ infringed upon. It is agreed to by the Parties that the contents of this Clause shall survive even after the termination or expiry of this ToU.

13. **PROPRIETARY RIGHTS**

- (i) It is agreed between the Parties that all the right, title and interest in Maplytics, documentation, any other materials furnished or made available by the Service Provider, all modifications and enhancements thereof, all suggestions, ideas and feedback proposed by the User regarding Maplytics and the services provided on Maplytics, including all intellectual property rights in each of the foregoing, belong to and are retained solely by the Service Provider and third-party providers, as applicable.
- (ii) The User hereby grants to the Service Provider a limited, non-exclusive, royalty-free, worldwide license to use the User Dynamics CRM Data and perform all acts with respect to the User Dynamics CRM Data as may be necessary for the Service Provider to provide the services on Maplytics to the User.
- (iii) It is agreed between the Parties that all the right, title, and interest in any data including statistical and performance information and all the intellectual property related to such information belong to and shall be retained by the Service Provider. The User agrees that the Service Provider may use such information and data to the extent and in the manner required or authorized by applicable law or regulation and for purposes of data gathering, analysis and service enhancement and marketing, provide that such data does not identify the Users confidential information.

14. **LIMITATION OF LIABILITY**

The User(s) can recover from the Service Provider only direct damages up to an amount equal to the invoiced amount paid by the User(s) to the Service Provider. Neither Parties will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption or loss of business information) arising out of or related to the services mentioned in this ToU even if advised of the possibility of such damages or if the possibility was reasonably foreseeable.

15. **INDEMNITY**

The User(s) hereby expressly agrees to defend, indemnify and hold harmless the Service Provider, their respective subsidiaries, affiliates, officers, directors, agents, employees or other partners against any and all

claims, liabilities, damages, losses, costs and expenses, including but not limited to any warranties, representations or undertakings, or in relation to the non-fulfillment of any of the User's obligations under this ToU, or arising out of User's infringement of any applicable laws, rules and regulations, including but not limited to intellectual property rights, payment of statutory dues and taxes, violation of rights of privacy or publicity, loss of service by other subscribers, claims of libel, defamation or infringement of any other right of a third party.

16. **UPDATES**

The User(s) may require to install updates to Maplytics which it may introduce from time to time. If the User(s) agrees to download the update, then it is deemed that the User(s) accordingly also agrees to the changes in the terms and condition, if any.

17. **SUSPENSION**

If any act, which on the face of it, gives a reasonable apprehension that fraudulent, suspicious, unauthorized acts or activities, as per the ToU or under any law for the time being in force, are committed, have been committed, or about to be committed by the User(s) in the course of access or use of Maplytics, the Service Provider, in addition to the other remedies available under any law for the time being in force, shall have the right to suspend the account and services rendered to User(s) as per this ToU without any notice or cause.

18. **TERMINATION**

This ToU shall remain in full force and effect between the User(s) and the Service Provider until the Service Provider terminates or suspends the access of Maplytics by the User(s) upon the breach of any of the terms mentioned in this ToU or for any other reason(s) and without warning. Such termination or suspension by the Service Provider may result in immediate seizure of the account and may lead to forfeiture and destruction of all information associated with User's subscription.

19. **EFFECT OF TERMINATION**

Upon termination of this ToU, the User's access to Maplytics shall cease. The Service Provider shall not be obligated to return or destroy any information that has been processed, stored or accessed by the Service Provider while providing services on Maplytics.

20. **SEVERABILITY**

If any term, provision, part, or clause of this ToU is determined by the court of competent jurisdiction to be repugnant, in contradiction or against/opposed the provisions of any law for the time being in force and such term, provision, part, clause to the extent of such repugnancy, contradiction, opposition is held to be invalid, void or unenforceable, then such term, provision, part, section to the extent of its invalidity, voidability, unenforceability shall be deemed to be severable and independent of the other terms, provisions, parts, clause of this ToU without causing any prejudice to the scope and intention of this ToU.

21. **DISPUTE RESOLUTION**

Any dispute arising out of or in connection with this ToU shall be referred to Arbitration as per the fast track procedure laid down under section 29B of the Arbitration and Conciliation Act, 1996 (as amended in 2015). The Parties mutually agree and appoint Mr. Gouri Shankar Jha, designated as Director, Program Management in SapientRazorfish, holding Indian passport R4674155, to act as the sole arbitrator, whose decision shall be final and binding on the Parties. The seat of the arbitration shall be the city of Mumbai in the state of Maharashtra, India. The language to be used in the arbitral proceedings shall be English.

22. **APPLICABLE LAW**

Any matter arising out of, access or use of the Maplytics by the User(s) either during free trial or during Subscription Plan, including any dispute, shall be governed and construed by the laws in force in the territory of

India and shall exclude any other law enforceable in any other state to the extent of its repugnancy.

23. **PUBLICITY**

The Service Provider has the right to reference and use the User(s) name and trademarks in the business development and marketing efforts by the Service Provider, unless the User(s) notifies the Service Provider in writing that the User(s) does not grant the Service Provider such rights within thirty (30) days of User(s) acceptance of the ToU.

24. **WAIVER**

Any delay or failure of either Party to exercise a right or remedy will not constitute a waiver of such right or remedy or of any other right or remedy. No waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.

25. **NOTICE/WRITTEN COMMUNICATION**

- (i) By the User(s): User(s) may send a written communication to the Service Provider in relation to any problem being faced the User(s) while using Maplytics. The User(s) shall send the e-mail at billings@inogic.com or shall send the same to the registered office of the Service Provider with regard to any problem being faced by the User(s) in relation to Maplytics.
- (ii) By the Service Provider: The Service Provider shall provide the notice to the User(s) at the e-mail address specified by the User(s) while registering with Maplytics. The notice provided to the User(s) via e-mail shall be deemed to be sent and received on the transmission date of the e-mail.

26. **NON-SOLICITATION**

The User(s) agree that so long as the Subscription Plan remains in effect and for a period of 1 (One) Year following the last Subscription Plan hereunder to terminate or expire, the User will not solicit for employment the employees of the Service Provider without the Service Provider's written consent.

27. **EXPORT**

The services rendered to the User(s) by the Service Provider through Maplytics is subjected to laws regarding export and import in India, including but not limited to the Foreign Exchange Management Act, 1999 and the regulations made thereunder by Reserve Bank of India. User agrees to comply strictly with all applicable export laws. The User(s) acknowledges and agrees that none of the underlying information, software, or technology of Maplytics may be used, transferred or otherwise exported or re-exported to countries as to which India maintains an embargo or residents of those countries, who constitute to be an 'alien enemy' under Indian Contract Act, 1872. The lists of embargoed countries and alien enemies are subject to change without notice. By using Maplytics, the User represents and warrants that the User is not located in, under the control of, or a national or resident of an embargoed country or is an alien enemy. Maplytics may use encryption technology that is subject to certain standards and rules, prescribed by the Central Government under Section 84A of the Information Technology Act, 2000.

28. **CONFIDENTIALITY**

- (i) The Parties shall not make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than for the implementation of this ToU or unless required by law. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employee(s) or agent(s) in violation of the terms of this ToU.
- (ii) A Party's Confidential Information shall not include information as follows:
 - a. Information that becomes a part of the public domain through no act or omission of the other Party.
 - b. Information was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing party.
 - c. Information is lawfully disclosed to the other Party by a third party without restriction on disclosure.
 - d. Information is independently developed by the other party.
 - e. Information required to be disclosed by any judicial or governmental requirement or order.

29. **FORCE MAJURE**

Any obligation 'arising out of' or 'concerning' or 'in connection with' or 'in consequence of' or 'relating to this ToU' in the 'usual course of business' against the Service Provider shall be deemed to unenforceable and beyond its control, during the occurrence of acts including but not limited to, act of God, strikes, industrial dispute, war, invasion, breakdowns of machinery and it shall not be obligated to perform such obligations until such acts have ceased to exist in its entirety.

30. **MODIFICATIONS**

It is agreed by the Parties that the ToU is subject to change without notice and the Service Provider reserves the exclusive right, to amend, modify, delete, add, subtract, any term, provision, part, or section of this ToU, from time to time, as it deems fit, without any prior notice to the User(s), which shall be binding on the User and shall not be construed as novation or frustration of contract by virtue of such amendment, modification, deletion, addition, subtraction of such term, provision, part, or section of the ToU, by the Service Provider.

ANNEXURE-A

LIMITATION ON USE

Maplytics integrates with Bing Maps to provide services to its User(s). Bing Maps follows certain restrictions and fair usage policy by fixing the daily usage limit for fair use and an additional amount is charged in case of exceeding such usage limits. Since User(s) of Maplytics are bound by the terms of Bing Maps, in such event, wherein the User(s) exceeds the usage limits (as prescribed below in the table) while using Maplytics, an amount over and above the invoiced amount shall be charged to the User(s).

Transactions available for various platforms are as below.

Core Platform: The Bing Maps transaction count for the production environment is restricted at 24,000 Transaction per subscribed user per year bundled with the pricing.

Users have the ability to purchase additional Bing Maps transactions. Users can buy any 1 or the combination of packs. Below is the pricing for the additional transaction.

Geocode Bing Maps Transaction Pack of	Pack Price in USD/EURO
20,000	100
50,000	200
100,000	300

Bing Maps bundled transactions for Additional Advanced Feature sets (Add-Ons).

Auto scheduling and truck routing uses specialized API services of Bing Maps known as MIO which is priced at a higher level than normal Bing Maps API. Maplytics bundles MIO transactions along with the platform fees charged for using these additional features sets.

Auto Scheduling: 36,000 MIO transactions per year is inclusive with the platform.

Truck Routing: 24,000 MIO Truck Routing transactions are inclusive with the platform.

Cost for buying additional MIO transactions

Advanced Feature (Add-Ons)	Transaction Additional Pack of	Pack Price in USD/EURO
Auto Scheduling, MIO transactions	5,000	100
Truck Routing, MIO transactions	7,500	100