

## **Software as a Service Agreement**

This Software as a Service Agreement (hereinafter “**Agreement**”) is a legal contract between you, (hereinafter referred to as “**Subscriber**”) and **Instinct Innovations Private Limited** having its registered office at 702, Indraprasth Tower, Carter Road No.5, Behind Swagat Hall, Borivali (East), Mumbai 400066 (hereinafter referred to as “**Instinct Innovations**”), for access to the Redbook Software. BE SURE TO CAREFULLY READ AND UNDERSTAND ALL OF THE RIGHTS AND RESTRICTIONS DESCRIBED IN THIS AGREEMENT BEFORE USING THE REDBOOK SOFTWARE. BY USING THE REDBOOK SOFTWARE, YOU INDICATE YOUR PERSONAL ACCEPTANCE AND YOUR CONCURRENCE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT USE THE REDBOOK SOFTWARE.

Subscriber hereby acknowledges that Instinct Innovations has designed and developed certain proprietary software defined below as Redbook Software to be used by individuals/establishments looking for pharmacy management and software solutions; and that Instinct Innovations intends to make available such Redbook Software, to the Subscriber(s) to enable the Subscriber(s) to manage their pharmacy efficiently (“**Purpose**”). The Subscriber, being a third party / end customer, desires to use the Redbook Software for the Purpose, and not for redistribution;

### **1. Definitions**

**1.1 “Redbook Software”** shall mean, collectively or individually, the software created/ designed by Instinct Innovations identified in Exhibit A of this Agreement that is provided to the Subscriber(s) on a subscription basis for the Purpose, including the Updates (defined below).

**1.2 “Updates”** shall mean enhancements, bug fixes, updates and new versions made to the Redbook Software by Instinct Innovations and provided to the Subscriber.

**1.3 “Upgrades”** shall mean replacement of the Redbook Software with a newer or better version in order to bring the system up to date or improve the characteristics of the Redbook Software.

## **2. Intellectual property rights.**

**2.1 Ownership.** Instinct Innovations retains all right, title and interest in and to and ownership of the Redbook Software, to all Updates and all modifications and the intellectual property rights thereto. Instinct Innovations does not transfer either the title or the intellectual property rights of the Redbook Software and its subscription services to the Subscriber(s).

**2.2 Preservation of Redbook’s Notices.** The Subscriber agrees not to (and not to allow others to) remove, alter, cover over or deface Redbook’s proprietary notices which appear in or in connection with the Redbook Software as provided by Instinct Innovations to the Subscriber under this Agreement. Additionally, Redbook may include Subscriber’s name and/or logo within its list of customers for general promotional purposes.

**2.3 Subscription to the Subscriber.** Subject to all limitations and restrictions contained herein, Instinct Innovations grants to the Subscriber a subscription, software as a service

('SaaS'), non-exclusive, and non-transferable right to access and operate the object code form of the Redbook Software, as hosted by Instinct Innovations ("Use"). Subscriber shall have a limited right and license to Use the Redbook Software solely for its internal purposes, to perform the functions described under Exhibit A for the Purpose. Subscriber shall not allow any website that is not fully owned by the Subscriber to frame, syndicate, distribute, replicate, or copy any portion of the Subscriber's website that provides direct or indirect access to the Redbook Software. Unless otherwise expressly permitted in this Agreement under Exhibit A, Subscriber shall not permit any subsidiaries, affiliated companies, or third parties to access the Redbook Software. The Subscriber shall be provided with log-in credentials to the Redbook Software by Instinct Innovations.

**2.4 No carry forward of subscription** The subscription would be valid for the term in accordance with the plan purchased. Any carry forwarding of unused term would not be provided by Instinct Innovations.

**2.5 Implementation and Training.** Instinct Innovations shall initiate the implementation of the Redbook Software for the Subscriber which might include creating the segregated hosting environment and effecting necessary interfaces for the Redbook Software upon mutual agreement between the parties. The start date of the subscription period shall be referred to as the "Commencement Date" which shall be upon installation of the same. Further, the Subscriber shall conduct the necessary training for the Subscriber's Authorized Users (as defined below) and the administrator of the Redbook Software with respect to the use and operation of all modules or components of Redbook Software ("**Implementation and Training**"). The Subscriber shall ensure the availability of the Authorized Users for the referred training. The details of the Implementation and Training shall be as provided under Exhibit A.

**2.6 Customization to the Redbook Software.** Instinct Innovations has the sole right to modify any feature or customize them at its discretion and there shall be no obligation to honour

customization requests of the Subscriber. The subscription fee hence charged is exclusive of any customization costs.

**2.7 Functionality Changes.** Instinct Innovations reserves the right to add new functionality and modify existing functionality to the Redbook Software as and when it deems fit, and make any such changes available in newer versions of the Redbook Software or native mobile application or all of these at its discretion. The Subscriber will be duly notified upon release of such newer versions and Instinct Innovations reserves the right to automatically Upgrade all its users, including the Subscriber, to the latest version of the Redbook Software as and when Instinct Innovations deems fit.

**2.8 Subscriber Information.** Any communication sent by or through Instinct Innovations or the Redbook Software to the clients or customers of the Subscriber is based solely on information uploaded by the Subscriber on the Redbook Software. The accuracy and completeness of such information (including but not limited to contact details of the client or customer) is the sole responsibility of the Subscriber. Instinct Innovations will not be responsible for the incompleteness or inaccuracy of such information, including if as a result of such inaccuracy, a communication is sent to an unintended recipient.

**2.9 Additional Restrictions.** In no event shall the Subscriber disassemble, decompile, or reverse engineer the Redbook Software or permit others to do so. Disassembling, decompiling, and reverse engineering include, without limitation: (i) converting the Redbook Software from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Redbook Software by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls Redbook Software's operation and creating the original source code or any approximation thereof by, for example, studying Redbook Software's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Redbook Software that could be construed to be

reverse engineering, disassembling, or decompiling. The Subscriber agrees to immediately report to Instinct Innovations any unauthorized use or infringement of the Redbook Software that comes to its attention.

**2.10 Authorized Users.** Unless otherwise specifically provided in the Agreement, “Authorized Users” will only consist of: (i) employees or consultants of the Subscriber, and (ii) subject to Section 5 (“Confidentiality”), third party contractors of the Subscriber who do not compete with Redbook (“Permitted Contractors”). Permitted Contractors may Use the Redbook Software only at the Subscriber’s place of business and/or the mobile application or in the presence of Subscriber personnel. Subscriber is fully liable for the acts and omissions of Permitted Contractors under this Agreement.

### **3. Technical Support.**

**3.1 Subscriber Support.** Instinct Innovations provides, at its discretion basic remote support for the Redbook Software subscribed by the Subscriber at no additional charge(Covers in AMC).

### **4. Payments and Cancellation.**

**4.1 Orders.** Instinct Innovations shall distribute/activate the Redbook Software within five (5) days upon receipt of an order and upon clearance of the payment for the order placed.

**4.2 Protection against price escalation for existing customers.** Instinct Innovations will not raise the price for the version the Subscriber has purchased for a period of two (2) years. After

a period of two (2) years Instinct Innovations may raise the price of the software.

**4.3 Cancellation by the Subscriber.** No refund policy.

## **5. Confidentiality**

**5.1 Confidential Information.** The parties to this Agreement undertake to retain in confidence all information disclosed to the other party in relation to this Agreement that the disclosing party has designated as being confidential in writing or if disclosed orally, or if, designated as confidential at the time of such disclosure and reduced to writing conspicuously marked as confidential and sent to such other party within thirty (30) days thereof (“**Confidential Information**”). The terms and conditions of this Agreement including its Exhibits shall be considered Confidential Information.

**5.2 Exclusions.** “Confidential Information” will not include information that: (a) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (b) the receiving party can demonstrate to have had rightfully in its possession and without restriction, prior to disclosure hereunder; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information, as can be shown by the written records of the receiving party; (d) is lawfully obtained from a third party who has the right to make such disclosure; or (e) is released for publication by the disclosing party in writing. A receiving party also may disclose disclosing party's Confidential Information to the extent required by a court or other governmental authority, provided that the receiving party

promptly notifies the disclosing party of the disclosure requirement and cooperates with the disclosing party (at the latter's expense and at its request) to resist or limit the disclosure.

**5.3 Protection of Confidential Information.** Each party agrees to protect the other party's Confidential Information to the same extent that it protects its own confidential information of a similar nature and shall take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information to third parties. A party may disclose other party's Confidential Information to its directors, officers, employees and third party contractor(s) ("Representatives") on a need to know basis and to the extent necessary for the purpose of this Agreement. If a party provides Confidential Information of the other party to its Representatives, then it will ensure that such Representatives have entered into a written confidentiality agreement with the part providing such information to the Representatives protecting such Confidential Information from unauthorized disclosure or improper use. Obligations of confidentiality under this Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years; save for Confidential Information constituting trade secrets, in which event the obligations shall subsist indefinitely.

## **6. Representations and Warranties.**

**6.1 By the Subscriber.** The Subscriber represents and warrants that the (a) Subscriber is 18 years of age or older and has the right, authority and capacity under the applicable law to use the Redbook Software and enter into this Agreement; (b) Subscriber will not transfer (including by way of sublicense, lease, assignment or other transfer, including by operation of law) their log-in and Account details or right to use the Redbook Software to any third party; (c) information given to Instinct Innovations or uploaded on the Redbook Software by the Subscriber will always be true, accurate, correct, complete and up to date, to the best of the Subscriber's knowledge that the Subscriber has the necessary rights from the end-user to upload such information on the Redbook Software, including but not limited to end-user health

records (“User Content”) and for Instinct Innovations to further store and use the User Content for the purposes of its business and for providing such other services in India, as may be applicable; (d) Subscriber will not use the Redbook Software for any unauthorized and unlawful purpose; (e) Subscriber will not engage in any activity that interferes with or disrupts the Redbook Software or the servers and networks which are connected to the Redbook Software; (f) Subscriber will not reproduce, duplicate, copy, transfer, license, rent, sell, trade or resell the Redbook Software for any purpose whatsoever; (g) comply with all laws, regulations, and ordinances applicable to the Subscriber and its business and relating to the use of the Redbook Software under this Agreement; and (h) Subscriber will be subscribing to the Redbook Software only for the Purpose.

**6.2 By Instinct Innovations.** The Redbook Software provided by Instinct Innovations is provided “as is”, “as available” and Instinct Innovations makes no express or implied representations or warranties about its subscription services and the Redbook Software of merchantability or fitness for a particular purpose or use. The usage of the User Content shall be in accordance with applicable laws in India and any “Patient Identifying Information” shall be kept confidential.

## **7. Representations and Warranties.**

**7.1 Instinct Innovations Indemnity.** Instinct Innovations shall indemnify, hold harmless and, defend the Subscriber from and against any and all final court awarded damages that are attributable to claim by a third party indicating that the Redbook Software infringes such third party intellectual property rights; provided that: (a) the Subscriber gives Instinct Innovations prompt notice in writing of any such suit and permits Instinct Innovations, through counsel of its choice, to answer the charge of infringement and defend such claim or suit; (b) the Subscriber provides information, assistance and authority to enable Instinct Innovations to defend such suit; and (c) Instinct Innovations shall not be responsible for any settlement made by the Subscriber



without prior written permission provided, however that such permission shall not be unreasonably withheld.

**7.2 Duty to correct.** Should the Redbook Software become the subject of a claim of infringement of a third party intellectual property right, Instinct Innovations shall, at its expense: (a) procure for the Subscriber the right to use the Redbook Software in question; or (b) replace or modify the Redbook Software to make it non-infringing, provided that substantially the same function is performed by the replacement or modified Redbook Software; or (c) if the right to use cannot be procured or the Redbook Software cannot be replaced or modified, Instinct Innovations shall accept the return of the Redbook Software and reimburse the Subscriber for any payments made in advance for the unused term of the Agreement for such Redbook Software. The Subscriber's sole and exclusive remedy is as stated herein and to cease use of the Redbook Software.

**7.3 Exclusions.** Instinct Innovations shall have no liability set forth in Section 7.1 above: (a) for any claim or suit, where such claim or suit would have been avoided but for the effect on the Redbook Software caused by other software or hardware by the Subscriber; (b) for infringement of any intellectual property or proprietary rights arising in whole or in part from changes made to any Redbook Software by any party other than Instinct Innovations; and (c) where the allegedly infringing activity continues after the Subscriber has being notified thereof or has been informed of modifications that would have avoided the alleged infringement by Instinct Innovations.

**7.4 Subscriber Indemnity.** The Subscriber will defend, indemnify, and hold harmless Instinct Innovations, its corporate affiliates, or any of its or their respective directors, officers, owners, employees, agents, successors, and permitted assigns from and against any and all third-party claims, suits, proceedings, costs, and expenses (including, without limitation, attorneys' fees) arising from or related to the Subscriber's (a) breach of the confidentiality obligations, breach of intellectual property provisions and breach of representation and warranties provisions herein; (b) violation of any applicable law.

## **8. Limitation of Liability.**

In no event shall Instinct Innovations be liable to the Subscriber for any lost or corrupted data, downtime, lost profits, business interruption, replacement service or other special, incidental, consequential, punitive or indirect damages, however caused and regardless of theory of liability, including without limitation negligence and (B) In no event shall the total aggregate liability of Instinct Innovations, for all claims arising out of or under this agreement, exceed the amount that the subscriber has paid or will pay to Instinct Innovations for the Redbook Software under this Agreement in the the twelve (12) months preceding the most recent claim.

## **9. Term and Termination.**

**9.1 Term.** This Agreement will remain in full force and effect for a period of (i) three (3) months (ii) six (6) months or (iii) one (1) year unless terminated by the parties in accordance with the provisions mentioned hereunder. This Agreement shall automatically renew for the same period unless a party expresses his/her/its intention to terminate the agreement by providing thirty (30) days' notice to the other party.

**9.2 Termination for Cause.** Each party reserves the right to terminate this Agreement if the other party breaches a material obligation under this Agreement and such breach remains uncured for a period of thirty (30) days from the date of notification of the non-breaching party.

**9.3 Effect of termination.** On termination of this Agreement due to the reasons mentioned herein, Instinct Innovations reserves the right to immediately terminate the subscription of the Redbook Software to the Subscriber. Nothing contained in this Agreement shall restrict the use of the data or right to publish information by Instinct Innovations made available by the Subscriber in the public domain through the subscription services or any other platform managed by Instinct Innovations after the termination or expiry of this Agreement. Within a period of 15 (fifteen) working days from the date of termination of the Agreement, Instinct Innovations shall upon request provide/share any Subscriber data and shall thereafter, unless legally prohibited, delete all Subscriber's data in its systems or otherwise in its possession or under its control. In cases where the Subscriber terminates the subscription voluntarily, it will be the sole responsibility of the Subscriber to make a copy of their data before terminating the subscription. -End-Users data will not be available after termination of subscription in such cases.

## **10. Term and Conditions.**

**10.1 Assignment.**The Subscriber may not assign this Agreement or any rights herein without the prior, written consent of Instinct Innovations.

**10.2 Waiver.**Failure or delay on the part of a party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of default shall not operate as a waiver of any other default or of the same type of default on future occasions.

**10.3 Notices.** All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given by a party hereto as set forth below and shall either be (a) personally delivered; (b) sent via postage prepaid certified mail, return receipt requested; (c) sent by nationally-recognized private express courier or (d) sent via fax provided that a confirmation copy is sent via one of the other methods described herein. Notices shall be

deemed to have been given on the date of receipt if personally delivered or via fax, or two (2) days after deposit via certified mail or express courier. A party may change its address for purposes hereof by written notice to the other in accordance with the provision of this section. The addresses for the parties are as follows:

**Instinct Innovations:** 702, Indraprasth Tower, Carter Road No 5, Behind Swagat Hall, Mumbai 400066.

**Subscriber:** As mentioned in the invoice

**10.4 Severability.** If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties further agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.

**10.5 Independent Parties.** The parties acknowledge that neither party is an agent or employee of the other party, and that neither party has any authority to bind the other party to any agreement or obligation.

**10.6 Governing Law.** Any dispute, claim or controversy arising out of or relating to this Agreement, will be governed by the laws of India and the courts in Mumbai shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement.

**10.7 Headings.** Paragraph headings have been included in this Agreement merely for convenience of reference. They shall not be considered part of, or be used in interpreting, this Agreement.

**10.8 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.

**10.9 Survival.** The provisions of Sections 2, 4, 5, 6, 7, 8, 9 and 10 shall survive expiration or termination of this Agreement for any reason.

**10.10 Entire Agreement.** This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all proposals, oral or written, all previous negotiations and all previous communications between the parties with respect thereto.

**10.11 Additional terms.** Instinct Innovations reserves the right to modify this Agreement at any time without giving the Subscriber any prior notice. Subscriber's use of the Redbook Software following any such modification constitutes Subscriber's agreement to follow and be bound by this Agreement as modified.

**10.12 Acceptance of Terms.** By subscribing to our product/service, you acknowledge that you have read, understood, and agreed to these terms and conditions. If you do not agree to these terms, a response to this email with disagreement within 24 hours is mandatory.

**10.13 Changes to Subscription Terms.** We reserve the right to change the subscription plans, and subscription terms and conditions at any time. We will notify you of any changes by email or by posting the updated terms. Your continued use of our product/service after such changes indicates your acceptance of the new terms.

**10.14 Renewal.** Your subscription will be renewed at the end of each subscription period. If the AMC Payment is declined or Pending, we reserve the right to hold your subscription.

**10.15 Subscription Payment.** You agree to pay the subscription fee as stated at the time of purchase. You will be charged the committed amount at the beginning of subscription period until you cancel your subscription.

**10.16.** Any custom requirements needed in software, the client will have to communicate the same in writing.

**10.17.** Upon acceptance and approval by team Digihealth, the client will be given a timeline on the same for the feature development.

**10.18.** Remote Support timing will be 10:30 AM to 6:30 PM, Monday to Saturday.

**10.19.** No refund policy.

**10.20.** Standard SMS charges will be applicable.

**10.21.** Price protection on AMC for 2 years. Post that, standard AMC as per company policy shall be applicable.

**10.22.** Digihealth Software ANNUAL MAINTENANCE CHARGE (AMC) Applicable to all USERS; Any default in payment will incur 24% interest and team Digihealth shall stop support and software services including updates.

**10.23.** Executive Visit Request shall be considered and scheduled by VISIT MANAGER and can be processed NEXT Day only.

**10.24.** Visit Charges is applicable (Subject to availability of Field executives in your geography).

**10.25.** Every COMPANY / PHARMACY / RETAILER has WHATSAPP GROUP in the name of their respective client code to get instant and fast Support Service.

**10.26 For Chain version clients** . Given pricing is subject to the deployment of the chain version on Digihealth's server. In the future, to integrate new retail outlets with HO (Admin Console), the branch outlet will have to install Digihealth platform and updated latest pricing policy will be applicable. Custom development charges are separate and applicable based on the complexity of the feature. The chain version will require Static IP at all stores including HO (Admin Console). Post-installation, Training will be provided.

**Instinct Innovations Private Limited**

**Subscriber**

**Designation:**

**Designation:**

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Place**

**Place**  
**Date**

**Date**

## EXHIBIT A

### Redbook Software

- Redbook offers pharmacy management platform to the Subscriber simplifying sales and inventory processes.
- Redbook platform saves time and effort in handling over the counter and online prescription orders.

### Redbook Software Features:

- Simple & easy to use User Interface – Enhanced user experience by reduced clutter on the screen and focus on frequently used features.
- 24x7 access to inventory data – View instant stock and sales reports on mobile and tablets.
- Browser based - can be used anytime, anywhere.
- Automatic sync up when in offline mode – Don't let network issues stop your business. No data recovery, backup and maintenance issues.
- Database loaded with over 2 lac drugs and 50,000 doctors in Mumbai – easy and quick access to drugs.
- Integrated with Distributors to enable online ordering – Automate the drug ordering process and barcoding through the Inventory Management function.

- Alerts and notifications – Be on top of your business with instant alerts and notifications on stock expiry and stock limits.
- No waiting in queues for Customer Support Issues - Support issues are resolved instantly with our inbuilt Chat function.
- Upload inventory through e-mail integration - Add items in inventory by just a few clicks through automatic mapping. Avoid wasting time in uploading multiple types of files.

#### Training and Implementation:

A Redbook executive shall install the software on the client's system and shall train the client/client's representatives on how to use the software. This installation and training is not chargeable. It is the client's responsibility to make available all his/her representatives that need to be trained. In an event the client wants an additional session of training in person, it shall be charged on a case-on-case basis. Training done via the support team remotely is not chargeable.

#### **Service Levels**

- Instinct Innovations will strive for 90% uptime of the online link to the system. Instinct Innovations does not take any responsibility of the uptime on system of the Subscriber.
- Instinct Innovations will provide support for the Subscriber via web, telephone and email from 10:30AM to 6PM Monday to Friday and 10:30AM to 1PM on Saturdays. The same shall not be chargeable.



## **Expectations from the Subscriber**

- Subscriber believes in the value Instinct Innovations brings to its operation and would use the Redbook platform to the best of their ability to make pharmacy management more efficient.
- Subscriber shall cooperate to the best of their ability to make the training and implementation process as fast and accurate as possible.

### **EXHIBIT B**

## **Payments**

- Redbook Software will be provided on subscription with an upfront payment.
- Setup and training charges vary on a case-to-case basis. Additional setup and training charges may be levied on the Subscriber depending on the requirements.
- Payment to Instinct Innovations will be via cheque mailed to Instinct Innovations address or national electronic funds transfer (NEFT).

**Charges to the Subscriber:** The same shall be in accordance with the terms of the agreement based on the plan purchased.

The following charges are applicable :

- One-time charges of INR 1,000 per additional terminal (only Redbook setup. LAN/Wifi connection is client responsibility)
- Annual Maintenance fee of INR 4999(For single store AMC).
- Charges are INR 999 for each additional training session(Subject to availability of Field executives in your geographical area)

Taxes as applicable.

NOTE: This is a digitally signed document and does not require any signature.