**IL DIRETTORE DELLA STRUTTURA INNOVAZIONE E SISTEMI COMPLESSI**

**DISPOSIZIONE N.** **135**

**DI DATA:** **09/12/2021**

**OGGETTO:** **MARKETSANDMARKETS ANNUAL SUBSCRIPTION. APPROVAZIONE, SOTTOSCRIZIONE E IMPEGNO DI SPESA - CIG 9001149F1F - CUP J96C18000280008**

☑ Pubblicazione ai sensi dell'art. 23 c.1 del D.Lgs. 33/2013

Visto riservato alla Sezione Amministrazione e Personale

☐ non comporta impegno di spesa

MEZZETTI BARBARA

Firmato digitalmente da MEZZETTI BARBARA
Data: 2021.12.10 10:20:20 +01'00'

☑ impegno 1569/21

☐ accertamento

AREA SCIENCE PARK
AREA DI RICERCA SCIENTIFICA E TECNOLOGICA DI TRIESTE
Ente Pubblico Nazionale di Ricerca
Padriciano, 99 | 34149 Trieste | Italy
+39 040 3755111
+39 040 226698
urp@areasciencepark.it
protocollo@pec.areasciencepark.it
P.IVA 00531590321
www.areasciencepark.it
ISO 9001:2015

## IL DIRETTORE DELLA STRUTTURA INNOVAZIONE E SISTEMI COMPLESSI

**VISTO** il Protocollo d'intesa siglato tra Regione Friuli Venezia Giulia, Ministero dell'Istruzione Università e Ricerca (MIUR) e il Ministero dello Sviluppo Economico (MISE) in data 1 marzo 2018, tramite il quale le parti concordano nell'identificare come finalità generale dell'intesa lo sviluppo economico del territorio attraverso l'innovazione, da realizzarsi con la creazione di un sistema economico denominato ARGO;

**ATTESO CHE** l'art. 3 del suddetto Protocollo, concernente la "Durata dell'Intesa", dispone che "la presente Intesa decorre dalla data della sua efficacia e ha durata tre anni e comunque, per gli aspetti amministrativo-contabili e finanziari, fino alla completa attuazione di tutti i progetti complessi previsti dai successivi Accordi sottoscritti ai sensi dell'art. 6" (comma 1) e che "la presente Intesa può essere integrata e rinnovata con il consenso delle Parti" (comma 2);

**VISTA** la Deliberazione del Consiglio di Amministrazione dell'Ente n. 34 del 31 maggio 2021, che ha approvato una proposta progettuale di attività recante le linee di indirizzo strategico per il Sistema Argo 2021-2023, finalizzata a favorire il rinnovo del Protocollo d'Intesa tra il Ministero dell'Università e della Ricerca, il Ministero dello Sviluppo Economico e la Regione Autonoma Friuli Venezia Giulia, in scadenza nel 2021, e a dare a esso conseguente attuazione;

**VISTO** il verbale del Comitato Strategico del Progetto Complesso "Sistema ARGO" del 28 ottobre 2021 con cui si esprime parere favorevole all'attuazione, della "Proposta delle linee di indirizzo strategico" approvata con la sopraccitata Deliberazione;

**CONSIDERATO CHE**

- la realizzazione del Sistema ARGO e, in particolare le attività di studio e di ricerca previste dalla Linea di Attività "Open Lab-PatLib" dell'Asset Piattaforme della sopraccitata proposta, richiede la disponibilità di informazioni su stato dell'arte e trend tecnologici e di mercato aggiornati e verificati, disponibili sia come elaborati (report) che come raccolte dati impiegabili in ulteriori elaborazioni finalizzate alla redazione di report originali;
- la redazione di report basati sulla raccolta, integrazione, analisi, e interpretazione di informazioni e dati provenienti da banche dati brevettuali, letteratura scientifica, biblioteche virtuali su *trend* tecnologici e di mercato globali e database economico-finanziari rappresenta un servizio che l'Ente può erogare trasversalmente a favore dei suoi *stakeholder* di riferimento, nonché dei soggetti partner e/o beneficiari delle iniziative progettuali in corso, con particolare riferimento al Sistema ARGO;

**RITENUTO** di procedere alla stipulazione di un contratto con un Information Provider al fine di disporre di fonti informative affidabili, strutturate e continuamente aggiornate nelle aree tematiche di interesse;

**VISTO** l'art. 26, commi 3 e 3 bis, della Legge 23 dicembre 1999, n. 488, così come integrato e modificato dall'art. 1, comma 4, del Decreto Legge 12 luglio 2004 n. 168, convertito in Legge 30 luglio 2004, n. 191 (norme sull'obbligo dell'utilizzo delle convenzioni Consip);

**VISTI** l'articolo 7, comma 2, del DL 7 maggio 2012 n.52 convertito dalla legge 6 luglio 2012 n.94 e l'articolo 1 commi 3 e 4 del DL 6 luglio 2012 n.95 convertito dalla legge 7 agosto 2012 n.135, che (norme della c.d. "spending review" sull'obbligo dell'utilizzo del MePA);

**VISTO** l'elenco prodotti MePA, aggiornato al mese di dicembre 2020 e ritenuto di esperire una procedura d'acquisto extra MePA, dato che il servizio oggetto della presente disposizione non è acquisibile né tramite convenzione Consip né sul Mercato Elettronico;

**PRESO ATTO** che è stata condotta un'attività istruttoria, conservata agli atti dell'Amministrazione, finalizzata all'esame di numerosi *Information Provider*, che ha individuato in *MarketsandMarkets* lo strumento più articolato e completo tra quelli esaminati, sia per la rispondenza delle tematiche agli *asset* di ARGO che per la completezza e l'aggiornamento dei contenuti;

**VISTO** il *Master Agreement* di *MarketsandMarkets* che prevede un costo di Euro 55.000,00 per la sottoscrizione di un abbonamento annuale per 15 utenti ad un database multisettoriale, composto oltre da 4.500 reports consultabili tramite una piattaforma interattiva (*MarketsandMarkets Knowledge Store)*, che comprende tutti i principali ambiti di interesse del Sistema ARGO;

VISTO l'art. art. 1, comma 2, lettera a), del D.L. 76 del 16/07/2020, come convertito dalla legge n. 120/2020 e modificato dalla legge n. 108/2021 che con cui si stabilisce che per affidamenti di valore inferiore ai 139.000,00 IVA esclusa è previsto l'affidamento diretto, anche senza consultazione di più operatori economici;

VISTO l'art. 84 del regolamento per l'amministrazione, la finanza e la contabilità dell'Amministrazione, emanato con Determinazione del Presidente n. 3 di data 29/01/2021;

**RITENUTO:**

- di accettare l'offerta del *Master Agreement* di *MarketsandMarkets* per l'accesso di 15 utenti al *MarketsandMarkets Knowledge Store*, per complessivi Euro 55.000,00 +IVA
- di perfezionare il contratto attraverso strumenti di comunicazione elettronici;

**PRESO ATTO**

- che il CIG della procedura è 9001149F1F, il CUP J96C18000280008;
- che il responsabile del procedimento, come da Programma biennale degli acquisti di forniture e servizi 2021/2022 dell'Amministrazione è il sottoscritto, Stephen J. Taylor;
- che il CUI (Codice Unico Intervento) assegnato nell'ambito della programmazione biennale degli acquisti e forniture dell'Ente è S00531590321202100017;

**RICHIAMATI:**

- la deliberazione del Consiglio di Amministrazione di data 19 dicembre 2019, n. 90, con la quale è stata approvata la nuova articolazione organizzativa dell'Ente, articolata in Strutture di Servizio e di ricerca scientifica e tecnologica e in Sezioni e Istituti, in applicazione del Regolamento di Organizzazione dell'Ente e con la quale sono state definite le competenze e le responsabilità di Strutture, Sezioni e Istituti sopra citati;
- la successiva deliberazione del Consiglio di Amministrazione di data 26 febbraio 2020, n. 13, con la quale è stata approvata la revisione di alcune responsabilità attribuite alle Strutture dell'Ente di cui alla precedente deliberazione;
- l'Ordine di Servizio di data 10 marzo 2020, n. 2, con il quale si è provveduto a dare attuazione alla revisione dell'articolazione organizzativa adottata con la citata deliberazione del Consiglio di Amministrazione n. 13/2020;
- la disposizione del Direttore Generale di data 26 novembre 2021, n. 244, recante "Aggiornamento assegnazione dei progetti ed attribuzione della relativa responsabilità di gestione delle entrate e delle spese ai direttori di Struttura, Sezione e Istituto", che attribuisce al sottoscritto le responsabilità sul capitolo 338 di tutti gli Istituti all'interno della Struttura Innovazione e Sistemi Complessi;

**SU PROPOSTA** del Direttore dell'Istituto Innovazione e Progetti, Massimiliano Rudella;

**VERIFICATA** la necessaria disponibilità, pari a € €55.000,00 al netto dell'IVA indetraibile, sul capitolo 338, codice progetto 99143 - Argo Piattaforme Tecnologiche, del Bilancio di previsione 2021

**DISPONE**

- di accettare e sottoscrivere l'*Annual Subscription Contract* di *MarketsandMarkets* allegato alla presente disposizione;
- di impegnare a tal fine l'importo di € 67.100 IVA inclusa sul Capitolo 338 del Progetto 99143 – "ARGO-Piattaforme Tecnologiche", dando atto che il CIG della procedura è 9001149F1F e il CUP J96C18000280008;
- di dare atto che le attività sopra descritte attengono alle attività istituzionali dell'Ente.

Il Direttore della Struttura

Innovazione e Sistemi Complessi

Stephen J. Taylor

Firmato digitalmente da
TAYLOR STEPHEN JOHN
Data: 2021.12.09 10:30:01
+01'00'

Allegato: *Annual Subscription Contract*

# MASTER AGREEMENT

This Master Agreement is between **MARKETSANDMARKETS Research Private Limited,** ("**MnM**") with offices located at SEZ Unit (I): Level 1, Tower-B5, SEZ Magarpatta City, Hadapsar, Pune, India, 411013 and the "**Client**" named below. MnM will provide the Services and Deliverables described in the Order Form or Proposal to Client, subject to this Agreement.

MnM's Services/Deliverables shall include Knowledge Store Subscription, custom Consulting services and Syndicated services (collectively referred to as the "Services") as more fully described below.

Client accepts this offer, and a contract is made between Client and MnM subject to the Terms and Conditions below by either: (i) signing, dating, scanning and returning a copy of all pages of the signed Agreement by email to the MnM Contact listed below; or, if earlier, (ii) by submitting a signed Order Form, a valid purchase order, or order confirmation, or by indicating acceptance of this Agreement by reference to it via some other document or communication, referencing this Agreement and confirming the relevant terms of the Proposal or Order Form. The terms of this Agreement shall prevail over any pre-printed terms or conditions contained in either party's order confirmation, purchase order, or any terms implied by law, trade custom, practice, or course of dealing.

**Main Contacts for this Agreement:**

| **For Area Science Park** | **For MarketsandMarkets Research Private Limited ("MnM")** |
|---|---|
| Name: Stephen J. Taylor<br>Title: Director of Innovation & Complex Systems Department<br>Address: Padriciano, 99, 34149 Trieste TS, Italy<br>Email: Stephen.taylor@areasciencepark.it<br>Telephone: +39 040 3755279 | Name: Swati Awasthi<br>Title: VP, Sales & Client Services – UK & EU<br>Address: Level 1, Tower-B5, SEZ Magarpatta City, Hadapsar, Pune, India, 411013<br>Email: swati.awasthi@marketsandmarkets.com<br>Telephone: +44-7802-483082 |

## I. TERMS AND CONDITIONS

### 1. INTRODUCTION

1.1. MnM shall provide the Client with non-custom "Syndicated" services, and/or custom "Consulting", Knowledge Store Subscription, more fully described herein and in the form of the attached Order Forms or Proposal(s) for each assignment, which the parties may enter into from time to time. (Collectively the "**Services**").

1.2. This agreement consists of these Terms and Conditions and the Order Form or Proposal which is attached hereto and made an integral part hereof, (collectively the "**Agreement**").

1.3. If there is any conflict or inconsistency between the provisions set out in the Order Form or Proposal and these Terms and Conditions, those set out in the Order From or Proposal shall prevail to the extent that any express provisions to the contrary are specified by reference to the Section number in these Terms and Conditions, and shall apply only to the respective engagement hereunder.

### 2. DEFINITIONS AND INTERPRETATION

The expressions in bold text below have the following meanings when used in this Agreement:

"**Affiliate**" means any company, corporation, firm, limited liability partnership or other entity that directly or indirectly controls or is controlled by or is under common control with a party;

"**Business Day**" means any day which is not a Saturday, Sunday or public holiday in the country in which the Services are performed or to which they relate;

"**Client**" means the person, firm, company, or other legal entity specified in the Proposal that has requested the Services; "Client" includes any overseas office or branch of the Client;

"**Consulting"** services are custom services based on specifications and requirements provided by Client. MnM shall provide to Client the resulting reports described in the Proposal which are referred to collectively as "**Deliverables**". The specifics of each Consulting engagement shall be set out in the form of the "**Statement of Work**" in the general form set forth in Exhibit 2;

"**External User**" means a third party outside the Client's organisation to whom the Client wishes to disclose the Services;

"**Internal User**" means a Client employee, or third-party consultant contracted by Client under obligations of confidentiality to the Client. Except for enterprise licenses, Internal Users granted access to MnM's Syndicated Services are limited to the department or business unit designated in the Order Form;

"**Order Form**" or "**Proposal**" means the document(s) submitted to the Client by MnM and signed by the Client which sets out the Knowledge Store Services to be purchased, the scope of those Services, the term for performance, and the Fees to be charged for the Services. Exhibit 1 contains a sample Order Form/Proposal.

"**Syndicates**" are non-custom research services which consist of individual research documents and related content that is available by subscription. Individual research documents ("**Reports**") may be purchased separately. Certain terms in MnM's subscriptions allow Client to customize aspects of the Reports, limited to those as described in the service description in the applicable Order Form.

"**Report Access**" The annual subscription contract through Knowledge store for the Client involves read/downloadable access to the entire database of Marketsandmarkets syndicate reports with access to certain user licenses and additional services by 'The Client', as per the details mentioned in the Order Form.

## 3. COMMENCEMENT AND DURATION

This Agreement will come into force on the earlier of: (i) the date on which both the Client and MnM have signed and dated the Proposal; or (ii) when the Client impliedly accepts the terms of this Agreement by submitting a purchase order, confirmation of order, acceptance of a quotation, or specification or other document and, subject to earlier termination in accordance with its terms, this Agreement shall continue in force for a period of two (2) years, or until the end of all terms for performance of the Services, or any extension thereof (the **"Term"**), whichever is sooner. The specific periods for performance, such as subscription terms, start and end dates for consulting projects, etc. are set out in the Proposal or Order Form, and may be independent of the Term of this Agreement.

## 4. SERVICES

4.1. MnM shall provide the Services as specified in the Order Form or Proposal/Statement of Work in accordance with the terms of this Agreement.

4.2. MnM shall ensure that all personnel providing the Services are suitably qualified and possess the requisite knowledge and experience.

4.3. If the Client wishes to change the scope of the Consulting Services or Deliverables, the Client will make a Change Request in accordance with the change control procedure set out below in Section 9.

## 5. PROVISION OF SERVICES AND DELIVERABLES

5.1. MnM shall use its reasonable endeavours to deliver the Deliverables to the Client by the dates specified in the Proposal or as otherwise agreed with the Client in writing. If MnM does not deliver by the agreed dates, the Client may serve a written notice on MnM requiring delivery within a further 45-day period, failing which the Client shall be entitled to terminate that Order Form in accordance with Section 15.3.

5.2. In case of Consulting services only, if there are any errors of fact or typographical errors, or any omissions ("Errors") in the Deliverables (as measured against the description of the Deliverables in the Proposal) MnM shall rectify them at no charge to the Client provided that: (i) the Client serves written notice on MnM specifying the Errors within 30 days of the delivery of the Deliverables; (ii) such Errors are not due to any error, act or omission of the Client; (iii) the notice refers to the rectification of Errors and not a disparity of opinion (see further Section 5.3 below); and (iv) at the time of notice, there are no outstanding sums for which payment by the Client to MnM is due.

5.3. If MnM reasonably determines, that a rectification request by the Client refers to a disparity of opinion (including but not limited to any figures or analysis of market sizes, company or brand shares or rankings, market growth rates and forecasts) and not to an Error, MnM reserves the right to decline the Client's request for the rectification unless, within a reasonable time of MnM's request, the Client discloses to MnM on a confidential basis its Client Findings to the contrary and MnM is satisfied, after considering those findings, that the request relates to an Error and not a disparity of opinion.

## 6. FEES

6.1. The Client shall pay the Fees specified on the Order Form or Statement of Work ("**Fees**") within 30 days of the date of MnM's invoice.

6.2. In addition to payment of the Fees, the Client shall reimburse MnM for any additional pre-authorized Expenses, specified on the Order Form ("**Expenses**") and other amounts agreed to in writing, between Client and MnM.

6.3. The Fees payable under this Agreement are exclusive of value added tax, GST and of any equivalent sales taxes.

6.4. If the Client fails to pay the Fees when due it shall pay interest to MnM on such sum from the due date until the date of actual payment at one and one half per cent (1.5%) per month.

6.5. No Refund: Except if otherwise expressly stated in applicable Order Form or the Statement of Work, MnM will not refund any subscriptions that have been purchased. When Client request a service from MnM, Client agrees that MnM may begin to provide the service immediately, and that Client will not be entitled to a cancelation of Order Form related to Knowledge Store. Except if applicable law requires a cooling-off period despite Client waiver and even when a service starts right away. Client can, however, cancel Client subscription as described in the "Termination" section of this Agreement for cause.

## 7. RIGHTS TO THE SYNDICATED SERVICES

7.1. **USE WITHIN THE CLIENT'S ORGANIZATION BY INTERNAL USERS.** All Syndicated reports and Knowledge Store Subscriptions may be used by Internal Users, for the benefit of Client's internal business purposes only. Unless Client purchases an enterprise license, Internal Users are limited to those named individuals within the stated department or business unit on the applicable order.

7.1.1. MnM grants a licence to the Client and to each Affiliate permitting it and its respective Internal Users to use the Syndicated services within the Client's or the Affiliates' respective organisations in accordance with this Section.

7.1.2. The Client and each of its Affiliates may use the Syndicated services (in whole or as extracts) so that they are available to Internal Users in the following ways, all within (but not outside) the Client's or Affiliate's organisation:

7.1.2.1. to scan or make photocopies;

7.1.2.2. to store electronic copies;

7.1.2.3. to circulate copies by email or fax;

7.1.2.4. to print copies;

7.1.2.5. to reproduce in internal communications;

7.1.2.6. to display for reading on the Client's intranet and to make them available for download from the Client's intranet;

7.1.3. Subject to Section 7.2, neither the Client nor any Affiliate may distribute all or any part of the Syndicated services (including the configuration of any templates through which the Services are presented), nor make them available in any form, by any manner or for any purpose (whether commercial or non-commercial) to any External User ("**External Disclosure**") or on any corporate extranet or other web-based or analogue product or service operated by or for the Client or any such Affiliate.

7.2. **DISCLOSURE OR PUBLICATION TO EXTERNAL USERS.** The Syndicated services may be used externally by authorized Internal Users as follows:

7.2.1. **Request MnM's Permission**

7.2.1.1. If the Client or any of its Affiliates wish to make an External Disclosure, the Client will promptly notify MnM, specifying: (i) the name of the External User; (ii) the information the Client wishes to disclose, and the form in which it wishes to disclose it; and (iii) the purposes for which the External User wishes to use such information.

7.2.1.2. The Client will require MnM's prior written consent for any External Disclosures that the Client wishes to make. Following its receipt of the information required in Section 7.2.1.1, MnM will inform the Client whether it agrees to grant its consent to the External Disclosure requested and, if so, whether it categorises the disclosure as a "**Standard Disclosure**" or a "**Chargeable Disclosure**", in each case at MnM's sole discretion. Standard Disclosures and Chargeable Disclosures are subject to the remaining provisions of this Section. MnM will categorise such disclosures in accordance with its internal policy from time to time. Without limitation, one criterion that MnM will use for determining whether a disclosure is categorised as a Chargeable Disclosure will be whether the disclosure could expose MnM to a material business or legal risk. If MnM categorises a disclosure as a Chargeable Disclosure the conditions set out under Section 7.2.3 shall apply.

Notwithstanding anything contained herein above, the Client may use, analyse and merge data and information generated or availed through Knowledge Store solely in the area of Science Park's documents and reports, consistently by providing proper source attribution. These reports and documents (i.e. project proposal descriptions; roadmaps) can be used for both internal or shared with third parties (i.e. project partners, universities and public research bodies, SMEs), provided it is for non-commercial purposes.
Further, Client agrees that it shall not use MNM data or information for the general publication or disclosure purposes, nor it will lend or resell.

7.2.2. "**Standard Disclosures**" are disclosures which will be permitted by MnM subject to the additional terms set out in this Agreement hereunder but shall not be subject to any additional charges by MnM.

7.2.3. "**Chargeable Disclosures**" are disclosures which will be permitted by MnM subject to: (i) the payment of an additional reasonable charge; (ii) the provisions set out in this Section and under Section 7.3 below; and (iii) additional terms and conditions agreed to by MnM and Client that are not set out in this Agreement. By way of example only, Chargeable Disclosures include the use of all or part of the Syndicated services and all Consulting Deliverables in connection with the issue of any publicly available document (e.g. prospectus, listing document or other materials relating to initial public offerings), any lobbying activities or any marketing or promotional claims made by or on behalf of the Client. In addition to complying with any additional terms specified by MnM, where

the Chargeable Disclosure relates to an initial public offering, the Client shall include a disclaimer in all relevant documents in such form as MnM may reasonably specify, subject to agreement of the precise disclaimer wording with the entity which is approving the issue of the prospectus or other such document.

Sample disclaimer language must follow this form:

The MarketsANDMarkets Report(s) described herein (the "**MnM Reports**") represent data, research opinions, and/or viewpoints published as a part of a Syndicated service by MarketsANDMarkets ("**MnM**") and are not representations of fact. The MnM Reports are relevant only as to their original date of publication, and not of the date of this document, and the viewpoints and/or opinions expressed in the original MnM Report(s) are subject to change without notice.

7.3. **Terms of Permission**

7.3.1. In the event that MnM grants permission to the Client to make a Standard and/or Chargeable Disclosure, the Client shall comply with the following conditions:

7.3.1.1. The Client shall disclose or publish such information only in the form and for the purposes approved by MnM and subject to such conditions, if any, as may be reasonably specified by MnM.

7.3.1.2. The Client shall make the External User expressly aware of the terms specified by MnM and shall authorise and require the External User to use such information only in the form, for the purposes and subject to the conditions specified by MnM.

7.3.1.3. The Client shall ensure that any reproduction or other communication of the information by an External User is a true and accurate representation of the information as it appears in the context of the Deliverables, taking into account such relevant factors as the methodology and definitions.

7.3.1.4. The Client shall ensure that any reproduction or other communication of the information disclosed includes disclaimer language (see above sample) and the following indicia of copyright: "© MarketsandMarkets 20[yy]. All rights reserved."

7.3.2. In respect of Standard Disclosures to an External User that have been permitted by MnM, the Client shall be free to make additional Standard Disclosures to that External User in accordance with the terms specified by MnM without requiring a further permission from MnM. Furthermore, the Client may disclose information to other External Users without requiring an additional permission from MnM where those other External Users, and the purpose(s) for which the Standard Disclosure will be used, are substantially similar to External Users and purpose(s) originally approved by MnM. Any such further disclosures shall be subject to terms equivalent to those approved by MnM under Section 7.2.3.

## 8. RIGHTS TO THE CONSULTING DELIVERABLES

8.1. Except in case of Knowledge Store subscription and unless otherwise agreed under relevant Order Form, immediately upon creation in a Consult project, MnM grants to Client the copyright in and to the completed Deliverables; provided, however, that Client acknowledges and agrees that this ownership grant is subject to the limitations listed below.

8.2. MnM shall retain sole and exclusive ownership of MnM's tools, methodologies, questionnaires, responses, and proprietary research and its own data generated in the course of performing the Services, together with all intellectual property rights therein (the "MnM Materials").

8.3. Subject to payment in full of the Fees, MnM grants to Client for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the MnM Materials contained within the Deliverables.

8.4. Unless the Deliverable is a Request for Proposal (RFP) or similar document intended to be distributed by Client, Client shall not make the Deliverables available, in whole or in part, to anyone outside of Client, or quote excerpts from the Deliverables to the public, without the prior written consent of MnM. Notwithstanding the foregoing, Client may share the Deliverables with (i) its counsel, outside auditors, and accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to further review or implement those suggestions contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law.

8.5. MnM shall not be restricted in its use of its own ideas, concepts, know-how, data, or techniques acquired or learned in the course of this engagement, provided that MnM shall not use or disclose any of Client's Confidential Information, as defined below.

8.6. Client acknowledges and agrees that (i) portions of the Deliverables are based upon information which is proprietary to MnM and contained within MnM's protected database, (ii) except as provided herein, the contents of the database belong to MnM solely, (iii) MnM will encode Client's data to preserve Client's anonymity, (iv) Client's data in this de-identified form is licensed to MnM and as licensed to MnM for use in connection with its database, and (v) the database will be used by MnM in future engagements. MnM acknowledges and agrees that Client's information, prior to de-identification, remains Client's Confidential Information.

8.7. All Deliverables provided by MnM to Client are deemed to be accepted within seven (7) days of receipt by Client unless MnM receives written notice of non-acceptance within seven (7) days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform to the Statement of Work and MnM shall use its reasonable business efforts to correct any deficiencies in the Deliverables so that they conform to the Statement of Work. Client shall not withhold any payment for Services except for material and substantial non-conformity with the Statement of Work.

8.8. In the case of Knowledge Store Subscription MnM or its suppliers shall own the intellectual property rights to any and all protectable components of the Service, including but not limited to the name of the Service, artwork and end-user interface elements contained within the Service, many of the individual features, and the related documentation. Client shall not copy, modify, adapt, reproduce, reverse engineer, decompile, or dissemble or referred to or disclosed in whole or in part any aspect of the Service, which MnM or its suppliers own. MnM shall retain ownership of the copyright and all other intellectual property rights in the deliverables or drafts or reports prepared by it, whether oral or tangible, and ownership of its working papers. Client shall acquire ownership of Services or deliverables or drafts or reports which are exclusively generated or developed for Client, in its tangible form on full payment of charges by Client. For the purposes of delivering services to other clients, MnM shall be entitled to use, develop or share with each other expertise, know-how and skills of general application gained through performing the Services.

## 9. CHANGE CONTROL PROCEDURE

9.1. If the Client wishes to change the scope of the Consulting Services:

9.1.1. The Client may submit a written request for the same ("a Change Request") to MnM at any time.

9.1.2. MnM shall respond to the Change Request within 10 Business Days of receipt, or such other period as may be agreed by the Parties, with a written quotation ("the Quotation") detailing the impact on Fees and time-scales that will result from implementation of the Change Request.

9.1.3. The Client shall accept or reject the Quotation within 10 Business Days of receipt. If the Client fails to respond to MnM within such 10 Business Days, the Quotation shall be deemed rejected.

9.1.4. If the Client rejects the Quotation, MnM shall continue to provide the Services as specified in the last Proposal signed by the Client.

9.1.5. If the Client accepts the Quotation, a copy of the Change Request shall be attached to the Proposal and the Proposal shall be deemed to be updated to reflect the Change Request.

## 10. WARRANTIES AND INDEMNITY

10.1. MnM warrants to the Client that all Consulting Services shall adhere to the following:

10.1.1. the Consulting services shall be provided in a professional and workmanlike manner; and

10.1.2. it has the right to license the ownership and/or use rights granted under this Agreement.

10.1.3. the Services, in the form provided by MnM to Client, shall not infringe the intellectual property rights of any third parties.

10.2. The Client shall indemnify and hold MnM harmless against any third party claims, direct damages, or awards, including proper and reasonable legal attorney's fees and expenses, suffered or incurred by MnM which arise out of the Client's intentional or gross negligence, or disclosure or publication of the Services and/or Deliverables, except as permitted under this Agreement.

10.3. MnM shall indemnify and hold the Client harmless against any third party claims, direct damages, or awards, including proper and reasonable legal attorney's fees and expenses, suffered or incurred by Client which arise out of the MnM's intentional or gross negligence, or for any third party claims that the Services, in the form provided to Client by MnM, infringe the intellectual property rights of such third party. In the event a competent court finds MnM's Services to be infringing, in MnM's discretion, Client's sole remedy is limited to MnM providing the following: (i) equivalent non-infringing Services; (ii) substitute Services of equal value; or (iii) a refund of the pro-rated fees paid for such infringinging Services, from the date they were found to be infringing.

10.4. The indemnities contained in Section 10.2 and 10.3 shall be subject to the following provisions:

10.4.1. it will not apply where the Indemnitee's intentional or gross negligence gave rise to the third party claim;

10.4.2. the Indemnitee shall immediately notify the Indemnitor on receipt of any allegation of infringement and shall make no admission or take any action without the Indemnitor express written authority;

10.4.3. The Indemnitor shall have the sole right to deal with any such claim(s) and to defend the legal proceedings in respect of such claims at its own expense, including the right to compromise or settle or otherwise dispose of

any such claim; provided that no settlement shall require the Indemnitee to admit fault, pay money, or incur obligation or promise; and

10.4.4. the Indemnitee shall provide such reasonable assistance in investigating and defending such claims as Indemnitor may request.

10.5. THE SOLE WARRANTIES GIVEN BY MNM FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE THOSE CONTAINED IN THIS CLAUSE 10. THE SERVICES ARE OTHERWISE PROVIDED ON AN "AS-IS" BASIS, AND MNM HEREBY EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS RELATING TO THE SERVICES AND DELIVERABLES, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, AND INCLUDING ANY WHICH MAY BE CONTAINED IN ANY SPECIFICATION, PROPOSAL, QUOTATION, ORDER OR OTHER DOCUMENT.

10.6. THE SERVICES AND DELIVERABLES INCLUDE OPINIONS AND OBSERVATIONS BASED ON THE RESEARCH AND STUDY OF RELEVANT DATA. WHILE THESE MAY BE USED BY THE CLIENT TO ASSIST IT IN DEVELOPING ITS BUSINESS STRATEGIES, THE CLIENT SHOULD NOT RELY ON THEM SOLELY TO MAKE (OR REFRAIN FROM MAKING) ANY BUSINESS DECISION. ANY SUCH DECISION IS THE CLIENT'S SOLE RESPONSIBILITY. ACCORDINGLY, MNM EXCLUDES ANY AND ALL LIABILITY FOR ANY LOSS OF ANY NATURE SUFFERED BY THE CLIENT, ITS AFFILIATES, OR BY ANY CLIENT OR CUSTOMER OF THE CLIENT, OR ANY EXTERNAL USER TO WHOM THEY ARE DISCLOSED, AS A DIRECT OR INDIRECT RESULT OF ITS USE OF ANY OF THE SERVICES OR OF MAKING ANY BUSINESS DECISION, OR REFRAINING FROM MAKING ANY SUCH DECISION, BASED WHOLLY OR PARTLY ON ANY DATA, EXPRESSION OF OPINION, STATEMENT OR OTHER INFORMATION OR DATA CONTAINED IN THE SERVICES OR PROVIDED TO THE CLIENT.

## 11. EXCLUSIONS & LIMITATIONS OF LIABILITY

11.1. NEITHER PARTY LIMITS OR EXCLUDES ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW. CLIENT ACKNOWLEDGES AND AGREES THAT MNM SHALL HAVE NO LIABILITY IN RELATION TO THE DIRECT OR INDIRECT SHARING OR RE-USE OF THE SERVICES WITH ANY EXTERNAL USER AND CANNOT BE MADE A THIRD PARTY TO ANY CLAIM ARISING OUT OF ANY SUCH ACTION BY THE CLIENT IN BREACH OF THE AGREEMENT. AS SUCH, THE CLIENT ACCEPTS FULL LEGAL RESPONSIBILITY AND WAIVES ANY CLAIMS AGAINST MNM IN RESPECT OF ANY SUCH ACTION, AND THE CLIENT IS LIABLE FOR ANY LEGAL COSTS ARISING FROM ANY SUCH ACTION.

11.2. SUBJECT TO SECTION 11.1, NEITHER PARTY SHALL BE LIABLE FOR (I) ANY LOSS OF: DATA; USE; REPUTATION; GOODWILL OR OPPORTUNITY; (II) ANY LOSS OF OR FAILURE TO REALIZE EXPECTED PROFIT, REVENUE, SAVINGS OR ANY OTHER FORM OF PURE ECONOMIC LOSS, WHETHER ANY SUCH LOSS IS DIRECT OR INDIRECT; OR (III) ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES, AND, IN EACH CASE, HOWEVER ARISING (INCLUDING WITHOUT LIMITATION ARISING FROM ANY ACTION TAKEN OR NOT TAKEN BY THE CLIENT OR ANY EXTERNAL USER BASED ON THE INFORMATION CONTAINED IN THE DELIVERABLES).

11.3. EXCEPT AS MENTIONED ABOVE IN THIS SECTION, MNM'S MAXIMUM AGGREGATE LIABILITY TO THE CLIENT IN RESPECT OF ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND/OR THIS AGREEMENT SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CLIENT IN THE ORDER FORM FOR THE SERVICES UNDER WHICH SUCH LIABILITY AROSE.

## 12. INTELLECTUAL PROPERTY RIGHTS

Except as expressly granted herein, MnM reserves all other rights in the Services and Deliverables in respect of copyright, database right, trademark rights, or otherwise.

## 13. COMMUNICATION AND INFORMATION SHARING

13.1. **By Client with MnM**

13.1.1. Client will promptly provide MnM with relevant information about the market(s) which it has engaged MnM to research as a part of any custom services. MnM will use this information solely for the purpose of comparing and validating this information against MnM's own findings.

13.1.2. This information provision will not apply if the Client stipulates to MnM before acceptance of the Proposal that it wants MnM to carry out a "blind study" i.e. to research the relevant market and to provide Deliverables without knowledge of, or reference to, any information about a specific market.

13.1.3. If, following receipt of the Deliverables prepared as a blind study, the Client considers that there is a disparity between its own views and analysis of the relevant market and the results revealed in the Deliverables about that market, the Client may request MnM to comment on such disparity and to give its reasons for it. To enable MnM to give such comments, the Client will then identify the areas of disparity and will disclose to MnM on a confidential basis its own findings, analyses and views of the relevant market ("**Client Findings**"). MnM will respond in writing as promptly as is reasonably possible with its views about the reasons for such disparity. The Client agrees to pay any Fees for such comments either as part of the fee provided for in the Proposal

which specifically relate to blind studies or, if none is provided, that for such additional fee as may be agreed between the Parties before MnM undertakes such additional work.

13.2. **By Client with External Users**

13.2.1. Prior to any disclosure, Client shall request from MnM if it wishes to disclose information contained in the Services to an External User, which request shall require MnM's prior written consent in each instance. The procedure and provisions governing the obtaining of such consent and any disclosure by the Client are contained in Section 7.

13.3. **COMMUNICATIONS BY MNM**

13.3.1. When carrying out the Services, MnM shall not disclose the identities of any individuals, whether respondents, interviewees, or other sources to the Client (either by including such information in the Services or by otherwise communicating the same to the Client) unless such individuals grant permission at the time of interview.

13.3.2. The Client acknowledges that MnM may make known to individuals, whether respondents, interviewees, or other sources, that MnM is carrying out the Services on behalf of an unnamed MnM client.

**14. CONFIDENTIALITY**

14.1. Both Parties acknowledge that they or their employees may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire non-public information which is proprietary to or confidential to either party or third parties to whom they owe a duty of confidentiality ("**Confidential Information**"). For the avoidance of doubt, any Client Findings shall be treated as Confidential Information.

14.2. Both the Parties shall maintain the Confidential Information of the other Party in strict confidence and shall not to use any such Confidential Information for any other purpose or Transaction except as agreed in this Agreement. Both Parties agree not to disclose the Confidential Information to third parties other than as permitted under this Agreement, as may be agreed between the Parties on a case by case basis, or to use such Confidential Information for any purpose whatsoever other than the provision of Services as contemplated by this Agreement. Client further agrees to advise each of its Internal Users and any External Users who may be exposed to Confidential Information of their obligations to keep such information confidential. Each Party may disclose the Confidential Information of the other Party only to its employees, approved third parties on a need to know basis who have a bona fide reason to know such Confidential Information for the fulfilment of Transaction and such employee or the third party shall be bound by the similar obligations of confidentiality which are not less stringent than those mentioned in this Agreement.

14.3. There shall be no obligation upon the receiving party with respect to any information that (a) is now or subsequently becomes publicly known or available by publication, commercial use, or otherwise, without breach of this Agreement by the receiving party; (b) is known to the receiving party at the time of receipt; (c) is subsequently rightfully furnished to the receiving party without a restriction on disclosure or use by a third person; (d) is independently developed by the receiving party without access to t or use of the Confidential Information; or (e) required to be provided subject to a subpoena or court order of competent jurisdiction. If the receiving party seeks to avail itself of any of the foregoing exceptions, the receiving party shall have the burden of proving the applicability of such exception.

**15. TERMINATION & EFFECT OF TERMINATION**

15.1. Client may terminate a custom Consulting work for Deliverables upon thirty (30) days advance written notice. Syndicates may only be terminated by Client as provided for below in Section 15.2 and 15.3, Knowledge Store subscription cannot be terminated. This Agreement may be terminated with thirty (30) days' written notice to the other party, however, if there is any outstanding obligations under an Order Form for Knowledge Store Subscription or SOW that is for Consulting Services, termination shall not occur until such obligations under the Order are completed (unless there is breach as provided below).

15.2. Either party may terminate this Agreement for cause immediately by giving written notice to the other in any of the following events:

15.2.1. if the other party commits any breach of any of the terms and conditions of this Agreement and fails to remedy that breach (if capable of remedy) within 30 days after notice from the other party giving full particulars of breach and requiring it to be remedied; or

15.2.2. if the other party enters into liquidation, whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation with the prior approval of the other party), or compounds with or makes any arrangements with its creditors or makes a general assignment for the benefit of its creditors, or if it has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it ceases or threatens to cease to carry on its business, or makes any material change in its business, or if it suffers any analogous process under any foreign law.

15.3. The Client may terminate this Agreement immediately by giving written notice to MnM, if MnM has not delivered the Deliverables after receiving a written notice from the Client in accordance with Section 5.1, requiring delivery. MnM's liability in respect of termination pursuant to this Section shall not exceed such sums as have been paid by the Client to MnM up until the date of termination.

15.4. MnM may terminate this Agreement by giving ten (10) days' written notice to the Client if the Client fails to pay any sum due under this Agreement when it falls due and fails to remedy such failure within thirty (30) days. MnM reserves the right to suspend the provision of the Services and/or delay the issue of any Services or Deliverables to the Client during any period in which any sum due under the Agreement is outstanding. Such suspension or delay by MnM shall not constitute a breach of the terms of this Agreement by MnM.

15.5. Upon expiry or termination of this Agreement (for whatever cause):

15.5.1. except as otherwise expressly provided in this Agreement, the rights and the obligations of the Parties under this Agreement shall terminate;

15.5.2. unless this Agreement has been terminated for breach of Sections 6, 7, 8, 12 and 14, the Client shall be entitled to make continued use of the Deliverables provided such use is made in accordance with the terms herein;

15.5.3. those Sections that are intended to survive the expiration or termination of this Agreement shall survive;

15.5.4. any rights or obligations to which any of the Parties to this Agreement may be entitled or be subject before its termination shall remain in full force and effect.

15.6. If the Client terminates this Agreement for convenience, all SOW's and Order Forms shall remain in effect until their completion or termination as provided for above. If the Client terminates A SOW for convenience (noting that Order forms for Syndicates may not be terminated for convenience), MnM may charge, in addition to any unpaid direct Expenses, a proportion of the total Fees not to exceed the percent of the total fees under the affected SOW which reflect work completed prior to Client's termination, and reasonable direct expenses incurred due to time spent by its consultants and analysts in carrying out the Services up to and including the effective date of termination.

15.7. Termination of this Agreement will not affect or prejudice any right to damages or other remedy which the terminating party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any party may have in respect of any breach of this Agreement which existed at or before the date of termination.

## 16. GENERAL

16.1. **Sub-contracting**. MnM may appoint sub-contractors to perform all or any of its obligations under this Agreement, provided that any such sub-contracting shall not constitute delegation, and will not relieve MnM from its responsibilities and obligations under this Agreement.

16.2. **Whole Agreement.** This Agreement represents the entire terms agreed between the Parties in relation to its subject matter and supersedes and extinguishes all previous contracts or arrangements of any kind between the Parties relating to its subject matter.

16.3. **Assignment.** Except for the merger and/or acquisition of a controlling interest of a party, neither party may assign or transfer all or parts of its rights or obligations under this Agreement without prior written consent of the other, such consent not to be unreasonably withheld or delayed.

16.4. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing under this Agreement if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

16.5. **Modifications.** No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorised representatives of MnM and the Client.

16.6. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.7. **Waiver.** Waiver of any provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

16.8. **Third Parties.** No term of this agreement will be enforceable by any third parties.

16.9. **Interpretation.** In this Agreement unless otherwise specified:

16.9.1. references to Sections, sub-Sections and paragraphs are to Sections, sub-Sections and paragraphs of these Terms and Conditions; and

16.9.2. any reference to the singular shall include reference to the plural and vice versa.

## 17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of India, without reference to any conflicts of law principles. All court actions sought by the party shall be filed exclusively in the courts of Pune.

17.2. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise reasonable efforts to resolve the dispute as soon as possible. The parties shall, without unreasonable delay, continue to perform their respective obligations under this Agreement, which are not affected by the dispute.

17.3. If the parties have attempted to settle the dispute in accordance with Section 17.2 but failed to do so, all controversies or disputes arising out of or relating to this Agreement that survive beyond thirty (30) days shall be resolved by binding arbitration before a single arbitrator in accordance with Arbitration Rules and Procedures of India. The arbitration shall take place in the venue of choice by the party bringing the action. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief.

17.4. This Agreement will be governed by the laws of United Kingdom. The Parties agree to exercise their best efforts to settle any dispute arising from the interpretation or performance of this Agreement through negotiations. In case the parties are unable to find a solution and for any controversies relating to the present contract the Court of London will be exclusively competent.

17.5. Nothing in this Section shall prevent either party from applying to a Court of competent jurisdiction for such provisional or protective measures as are available under the laws of that jurisdiction.

## 18. NOTICES

18.1. All notices, requests, consents and other communications which are required or permitted hereunder shall be in writing and shall be deemed given (a) when delivered in person at the time of such delivery; or (b) when received if given by an internationally recognised express courier service to the address specified in the Order Form or (c) when received if given by email to the address specified in the Order Form; provided, however, any notices declaring a breach of or terminating this Agreement shall be given only in writing, or by a recognised express courier service, with proof of delivery. Notice of change of contact or of address shall be given in the same manner as other communications.

## 19. ADDITIONAL PROVISIONS APPLICABLE FOR KNOWLAGE STORE SUBSCRIPTION ONLY.

19.1 Support. MNM will provide telephone training and assistance for all Authorized Users.

19.2 Performance. MNM reserves the right to conduct essential repairs, software upgrades, and other maintenance for the efficient provision of the Services. Where such work results in the Services becoming temporarily unavailable, MNM will provide reasonable advance notice to Authorized Users and shall wherever possible, carry out such maintenance at night, on weekends, or during holiday periods. MNM will use commercially reasonable efforts to make the Service available to the Authorized Users save for such routine or essential maintenance

19.3 Off-Line Service availability - If the Services are unavailable due to internet failure or for any other reason, each Authorized User may request to receive research documents directly by email. Telephone requests may be placed through MNM's toll-free support number or may be emailed to Support@MarketsandMarkets.com. Research documents will be sent to the email address of record in the Authorized User's account.

19.4 Changes to the Service. MNM reserves the right to make changes from time to time to all or any parts of the Services for improved functionality and performance of the Service, and for the purpose of updating the content therein. The changes referred to in this clause may take the form of additions, removals, corrections, content editing, modification of format, access menus, layout, and/or changes to the tools or other features and access or functionalities of and to the Services.

19.5 Key Responsibilities.

(a) Work with the customer to create "decision tree" to map decision flow (and information request that enables these decisions).

(b) Map various practices covered under subscription against client stakeholders. Conduct separate workshop for each group of stakeholders.

(c) Provide a monthly progress report to <client name> management team.
(e) Conduct a quarterly review with <client name> sponsor.

**20. Clients Responsibilities in case of Knowledge Store Subscription:**

20.1 Compliance with Authorized use. The Client and each Authorized User shall use its best efforts to ensure that access to and use of the Services is in accordance with the Conditions of Use, the details of which are available to Authorized Users upon accessing the Services. In addition, Client and all Authorized Users agree to remain in accordance with any other applicable provisions contained in this Agreement; and shall take all reasonable steps to ensure that no other person, firm, or company other than Client's Authorized Users access or use the Services. For the avoidance of doubt, Client remains liable for all of its Authorized Users compliance with the terms of this Agreement.

20.2 Protection from Unauthorized use. In the event of a suspected unauthorized use of the Services, solely at its discretion and without prejudice to any other remedy available to it, MNM may suspend or terminate access to the Services of such Authorized User by any method it deems appropriate. In the case of suspension, this will continue until MNM is satisfied that the unauthorized use will not recur. Client will have ten (10) business days to verify, remedy, or explain any suspect usage.

20.3 Maintaining confidentiality of access passwords. Access to the Services is controlled by the use of a login identification and a password, and Client shall use reasonable efforts to ensure that Authorized Users do not compromise their identification and/or passwords thereby permitting access to unauthorized third parties. The Client will use all reasonable endeavours to ensure that Authorized Users secure their login identification and passwords, and that any unauthorized disclosure or use of login identifications or passwords is reported to MNM as soon as the Client or each Authorized User becomes aware of it, including those of its personnel who leave Client's employment.

20.4 Additional Key Responsibility:

- Provide logistics support during MnM associates' visit to client's office
- Help identify the stakeholders for the kick-off workshop(s)
- Introduction of MnM Client Services team to key stakeholders
- Provide overview of organization and key business units/functions; Help MnM understand goals and priorities
- Devote time to review and discuss engagement quality on monthly basis; Participate actively in workshops to help create long term roadmaps

20.5 All services identified in this agreement, including but not limited to downloaded reports, contents, materials will be valid only for the specific time period, identified for each services, as mentioned in the contract. Client agrees that any report downloaded during the subscription period can be used only during term of subscriptions. Upon termination or non-renewal of the subscription, the client will delete/destroy/purge MnM's content & reports downloaded during the subscription period and shall confirm the same to the MnM in writing. Further, the MnM shall have the right to conduct audit to ensure compliance of the covenants agreed under this clause.

**By signature of their authorized representative(s) below, the parties agree to the terms of this Agreement.**

| **Area Science Park** | **MarketsANDMarkets Research Prívate Limited** |
|---|---|
| _____ | _____ |
| Signatura | Signatura |
| Stephen J. Taylor- Director of Innovation & Complex | Swati Awashti – VP Client Services, UK & EU |
| **DATE** _____ | **DATE** _____ |

# EXHIBIT 1
# ORDER FORM

This Order Form is subject to the Agreement dated 01-04-2020 between **MarketsANDMarkets Research Private Limited,** with offices located at SEZ Unit (I): Level 1, Tower-B5, SEZ Magarpatta City, Hadapsar, Pune, India, 411013, through its U.S. affiliate, MarketsANDMarkets, Inc., with its offices located at Chicago, ("MnM"), and the "Client" named below.

| Parameters | Offer |
|---|---|
| KS Subscription (Sub Domains / Mega Trends Coverage) | Full Access to all Domains, Subdomains and Mega Trends<br>Download Access – 150 Reports (All Domains) |
| Contract Duration | Annual Subscription (1 Year)<br>17th Jan 2022 – 16th Jan 2023 |
| License Type | Up To 15 User Licenses |
| Unlimited Access To Analyst For Report Queries | Includes added benefits:<br>1) Access to 60+ new markets published across industry trends on monthly basis<br>2) Update/ Revamp of old studies on platform to latest forecasts (1 per quarter) |
| Client Services Team | Access to Dedicated Relationship Manager (Both Onsite And Offshore) To Act As A Liaison Between Customer And MnM Research Team |
| Additional Benefits | Quarterly review of key topics of interests which can be considered for syndicate report publishing on mutual agreement post feasibility by MnM research team |
| Total Price | Euro 55,000 |
| Payment Terms | Net 30 Days |

**By signature below, the parties agree to the terms of this Order Form.**

**Area Science Park**

_____

Signatura

Stephen J. Taylor - Director of Innovation & Complex

**DATE** _____

**MarketsandMarkets Research Pvt Ltd**

_____

Signatura

Swati Awasthi – VP, Client Services – UK & EU

**DATE** _____