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## Agreement for use of CMIE's First Source Service

**By indicating your acceptance of the terms of this agreement, you are representing that you have the right and authority to legally bind yourself or your Organisation, as applicable, and consenting to be legally bound by all of the terms of this agreement.**

This agreement is a legal agreement between you (either an individual or a legal entity, also referred to as "User", "You") and Centre for Monitoring Indian Economy Private Limited ("CMIE"), for grant by CMIE of a right to you to access and use CMIE's Internet Delivered Service 'First Source' (the "Service", see definition below).

CMIE reserves the right to amend, remove, or add to the terms and conditions of this Agreement at any time. Such modifications shall be effective immediately. Accordingly, please continue to review the terms and conditions whenever You access, or use the Service. Your access to, or use of this Service, after the posting of the modification(s) to the Agreement will constitute your acceptance of the Agreement, as modified. Any terms and conditions proposed by You which are in addition to or which conflict with the terms and conditions of this Agreement are expressly rejected by CMIE and shall be of no force or effect.

### DEFINITIONS

User - any person, who has for himself/herself or a legal entity on whose behalf it's representative/employee has obtained a valid subscription to the Service.

Information - content that has been made accessible to the User by CMIE through the Service which includes data, derivative works, analytic works, articles, blogs, columns, tabulations, charts, maps, illustrations, third party content, etc. and without limitation all text, images, photographs, animations, videos, audio, materials and other content provided by CMIE.

CMIE Utilities - These include the following: (1) CMIE's Internet-based user support platform "Seek Clarifications" and the associated demonstrations and documents and documentation, (2) the query and search engine that powers the user interface of the Service, (3) the mechanism for maintaining and updating CMIE's databases, (4) the tools associated with administrating the User's Account, (5) any and all associated and ancillary services, tools, processes and code that helps to maintain the Service and/or helps to process and deliver the Information to the User.

Service - This includes the Information and CMIE Utilities and is provided through the web site '<https://firstsource.cmie.com>'.

### 1. USER REGISTRATION

As part of subscribing and accessing the Service, the User will need to register with CMIE creating a unique id based on username.

The User will provide CMIE with certain registration information, all of which must be accurate, truthful, and updated. The User shall not: (i) select a username already used by another person; (ii) use a username in which another person has rights without such person's authorisation; or (iii) use a username that CMIE, in its sole discretion, deems offensive or inappropriate.

Your account is secured by a password You provide. You shall be solely responsible for maintaining the confidentiality of your password and consequently You are fully responsible and liable for all usage and activity on your account.

You shall immediately notify CMIE of any known or suspected unauthorised use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of your password.

You are responsible for keeping your contact information updated as CMIE will use the same for all communication as pertains to the Service and CMIE can not be held liable for a failure to communicate if the Users contact information is incorrect or outdated.

## **2. SUBSCRIPTION**

A standard subscription ("Subscription") may be purchased by paying the requisite subscription fee. A Subscription may also be obtained through the grant of a complimentary Subscription or by a promotional Subscription provided by CMIE.

A Subscription provides validity to only One User Account and the same needs to be mentioned at the time of subscribing.

A Subscription is for a finite period of time and it grants the subscriber a fixed number of Hits.

Hits are consumed when Information is accessed through the Service. The Subscription (and consequently its validity) ends when either the period of time has expired or all the Hits have been consumed, whichever comes earlier.

Everything mentioned above with respect to a Subscription also applies to an IP-based subscription, however, the User Account associated with this subscription will be deemed to be the 'Primary User' and will be responsible for administering and managing the subscription for the Service. The Primary User will provide to CMIE a list of valid IP addresses.

Everybody accessing this Service from the valid range of IP addresses will be deemed to be 'Secondary Users' and will be bound by the terms of this Agreement.

All Secondary Users will access the Service from any address from within the list of valid IP addresses provided to CMIE by the Primary User. Secondary Users are deemed to have a valid subscription based on the subscription of the Primary User only if they access the Service over an authorised IP address.

The subscriber through the Primary User will accept and enforce this agreement on behalf of all Secondary Users accessing this Service from the provided list of valid IP addresses. CMIE will hold the subscriber through the Primary User liable for any breach on their behalf or on the behalf of their Secondary Users.

Throughout the Agreement except for Clause 2. - 'Subscription' (this clause), the meaning of Primary User and Secondary User will be read as synonymous with the term "User" or "You".

## **3. TERM**

The term to the Service will commence on the date of activation of the username for access to the subscribed Service by CMIE and shall be for the validity of the subscription, unless terminated as provided herein below. CMIE will not refund any amount of the subscription fee received from the User either during the validity of the subscription or on termination of the access.

## **4. TERMINATION**

If the User fails to comply with any of the terms and conditions of this Agreement, CMIE may terminate the User's subscription by giving the User notice.

Consequently the right to use and access the Information and the Service will immediately terminate.

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## 5. GRANT OF RIGHT TO ACCESS AND USE

CMIE hereby grants to the User, and the User accepts, a non-exclusive, non-commercial, limited right to access the Service, only as authorised below. The Service is protected by copyright laws as well as other intellectual property laws and may contain confidential information and trade secrets.

The User is merely permitted to access the Service and the same is not being sold and neither is the ownership of the Service being transferred to the User. CMIE retains ownership of the Service and except for the right granted hereunder, CMIE retains all rights, title and interest in and to the Service.

If the User has a valid subscription for the Service and the User has not violated any of the terms and conditions set forth in this Agreement, **only then** CMIE grants the user the limited right to access the service within the confines of the terms and conditions of this Agreement with the restriction that the User's right to access the Service terminates at the end of the Term.

## 6. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

1. The Service including the Information and CMIE Utilities are protected under the copyright laws of India.
2. The User may copy the Information for the use of the User alone.
3. Information downloaded or provided through the Service shall not be reproduced for transmission on any other web site for use by any other individual or third party nor shall any of its content/pages be disseminated, either in electronic or non-electronic form, or included in any public or private retrieval system or service.
4. The User may not access or use the Service for any illegal purpose, for the facilitation of the violation of any law or regulation.
5. The User agrees that their use of the Service, Information and relevant CMIE Utilities is solely for their own non-commercial use and benefit, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity.
6. The User agrees not to use, transfer, distribute, or dispose any part of the Information contained in the Service in any manner that could compete with the business of CMIE.
7. The User shall not (and shall not allow any third party to) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user-interface techniques or algorithms used in the Service or CMIE Utilities by any means whatsoever, or use any robot, spider, other automatic device or manual process to monitor or copy CMIE's Service including CMIE Utilities or distribute or disseminate the Information for a fee or otherwise to any third party.
8. The Service and the Information contained therein may not be used to construct a database of any kind. Nor may the Service be stored (in its entirety or in any part) in databases for access by the User or any third party or to distribute any database services containing all or part of the Service to colleagues/other employees of the same legal entity.
9. The User may not use the Service or the Information in any way to improve the quality of any data sold or contributed by them to any third party.
10. The User may neither interfere with nor attempt to interfere with nor otherwise disrupt the proper working of the Service, any activities conducted on or through the Service or any servers or networks connected to the Service.
11. The User may neither obtain nor attempt to obtain by any means, any materials or information on the Service that have not been intentionally made publicly available either by public display on the Service or through accessibility by a visible link on the Service. The User shall not violate the security of the Service or attempt to

gain unauthorised access to the Service, data, materials, information, computer systems or networks connected to any server associated with the Service, through hacking, password timing or any other means. The User may neither take nor attempt any action that, in the sole discretion of CMIE, imposes or may impose an unreasonable or disproportionately large load or burden on the Service or the infrastructure of the Service.

12. The User may not reproduce, recompile, publish, display, decompile, disassemble, reverse engineer, distribute, modify, upload to, create derivative works from, transmit, or in any way exploit any part of the Service, the User may, however, use the Information supplied by CMIE through the Service for their non-commercial use, such as, research, decision making, in presentations or reports, provided that they retain all copyright and other proprietary notices and give CMIE credit for the information by ensuring that the words "Source : URL, Centre for Monitoring Indian Economy, date" forms a part of all material in which the Information is included.
13. The User acknowledges that they have no ownership rights in and to CMIE's product names, logos, trademarks or service marks and may not use them to market their own products or services, nor may they use them in any manner which creates the impression that such items belong to or are associated with the User or are being used with CMIE's consent.
14. The User agrees to indemnify, hold harmless, and defend CMIE from and against any and all claims or lawsuits including attorney's fees that arise or result from their use or distribution of the Information, including the data which forms a part thereof.
15. The User shall make best efforts to prevent and protect the contents of the Service and Information from unauthorised disclosure or use.
16. The User shall be responsible for keeping secure the User's unique Username and password. All actions performed by any person using the same, shall be deemed to have been performed by the User.
17. The User is permitted to access only one instance of the Service on one Username. In the event of a User logging into a second instance of the Service, either on the same or different device using the same username, the first instance shall be automatically and without notice unilaterally logged out and CMIE will not be responsible for any consequences thereof.

## **7. INTELLECTUAL PROPERTY RIGHTS**

All title and copyrights, trademarks, designs and other proprietary rights in and to the Service, including but not limited to any texts, images, photographs, animations, videos, audio, text, incorporated into the Service, the accompanying printed materials, and any copies of the Information or downloads from the Service, and any trademarks or service marks of CMIE, are owned by CMIE.

All individual articles, blogs, columns, tabulations, charts, maps, illustrations, and other elements making up the Service including all error corrections, bug fixes, patches, updates or other modifications are also copyrighted works and shall be the sole property of CMIE or the concerned third party (provided the content is of the said third party).

The User agrees to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Service. The User acknowledges that the Service has been developed, compiled, prepared, revised, selected, and arranged by CMIE, through the application of methods and standards of judgement developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of CMIE. The User agrees not to violate the proprietary rights of CMIE in the Service during and after the term of this agreement and to comply with all reasonable written requests made by CMIE to protect their contractual, statutory, and common law rights in the Service.

All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Service shall, at all times be and remain the sole and

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exclusive property of CMIE. All present and future rights in and title to the Service (including the right to exploit the Service and any portions of the Service over any present or future technology) are reserved to CMIE for its exclusive use.

The right granted to the User does not entitle the User to remove copyright notices located in the source code and/or to add copyright messages or to remove from or add on to printouts of material/content taken from the Service.

Nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, on the User with respect to the Information, the Service and CMIE Utilities, under copyright or other intellectual property laws.

## 8. DISCLAIMER OF WARRANTY

While CMIE has used reasonable efforts in collecting, preparing and providing quality information and material, CMIE does not have absolute control over the data available through the Service and hence does not guarantee the accuracy, quality or integrity of the data or that the Information available on or through the Service will be correct, accurate, reliable or timely or that the Service is free of viruses or other harmful components. The views expressed in the articles and derivative works posted on the Service are those of the respective authors and not necessarily absolutely accurate and are merely opinions or views. The Information is provided without warranty of any kind, express or implied, including but not limited to warranties of performance, merchantability, fitness for a particular purpose, accuracy, adequacy, completeness, currentness and promptness. CMIE does not warrant that the access and use of the Service will be uninterrupted or error free at all times and in all circumstances, nor that program errors will be corrected. To the extent that this Service contains links to other sites, CMIE has no control over the availability and content of those outside sites. The liability of CMIE to the User is therefore Nil irrespective of CMIE having committed breach of this Agreement, or otherwise.

## 9. LIMITATION OF LIABILITY

- 1. You agree that your use of the Service is at your sole risk and acknowledge that the Service and anything contained within the Service, including, but not limited to, content, Information and CMIE Utilities are provided "AS AVAILABLE", and that CMIE makes no warranty of any kind, express or implied, as to the Service, including, but not limited to, merchantability, non-infringement, title, or fitness for a particular purpose or use.**
- CMIE does not warrant that the Service is compatible with your equipment or that the Service, or e-mail sent by CMIE, is free of errors or viruses, worms or "Trojan horses", or any other harmful, invasive, or corrupted files, and is not liable for any damage you may suffer as a result of such destructive features. You agree that CMIE and its directors, officers, employees, representatives, successors, and assigns shall have no responsibility or liability for: (i) any injury or damages, whether caused by the negligence of CMIE and its directors, officers, employees, representatives or otherwise arising in connection with the Service and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages, or any claim against CMIE by any other party; or (ii) any fault, inaccuracy, omission, delay, or any other failure in the Service caused by your computer equipment or arising from your use of the Service on such equipment. CMIE does not: (a) make any warranty, express or implied, with respect to the use of the links provided on, or to, the Service; or (b) guarantee the accuracy, completeness, usefulness or adequacy of any Information or content provided by the Service. CMIE is also not responsible for the reliability or continued availability of the communications infrastructure or equipment You use to access the Service.
- 3. In no event (including but not limited to negligence) will CMIE, its directors, officers, employees, representatives, successors, or assigns be liable for any in-direct, special, incidental, or consequential damages arising out of the use of or inability to access and use the Service or CMIE Utilities or Information, including, without limitation, damages for loss of goodwill, work stoppage, computer failure or mal-**

**function, lost data, lost profit, lost revenue or costs of procurement of substituted services or any and all other commercial damages or losses, however caused even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. CMIE is not responsible for any liability arising out of information provided by the user for access to the Service and/or any material linked through such information.**

## **10. MISCELLANEOUS**

- i This Agreement will be governed by the laws of the Republic of India and the Courts of Mumbai alone shall have jurisdiction.
- ii If any provision of this Agreement is to be held unenforceable, such holding will not affect the validity of the other provisions hereof. Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or waiver of the right to enforce such provision.
- iii E-mail communication shall not be considered as a legal notice. Only a written communication will be considered as legal notice.

This Agreement represents the entire understanding between the parties with respect to its subject matter.

**You acknowledge that you have read this agreement, that you understand this agreement, and understand that by continuing to access the Service, by downloading Information, or using CMIE Utilities, you agree to be bound by this Agreement's terms and conditions. You further agree that this agreement is a complete and exclusive statement of the rights and liabilities of the parties.**

(Agreement Version : 20 February 2020)