

DATA PURCHASE AGREEMENT

1. Parties

This IT **[Scope of Service]** Agreement ("Agreement") made on **[Date Created]**, is created between **[Your Company Name]** with its principal place of business at **[Your Company Address]** ("Company"), and **[Your Client Company Name]** with its principal place of business at **[Your Client Company Address]** ("Client").

The Company and Client are each referred to as a "Party" and, collectively, as the "Parties" and agree as follows:

2. Services and Payment

2.1. **[Your Company Name]** agrees to provide **[Your Client Company Name]** with Digital Mapping Data in accordance with the provisions and specifications detailed in this Agreement. **[Service Details]**

2.1.1. The Company shall provide detailed digital mapping data, also referred to as digital cartography, of the city of (STATE), containing maps with representations of the city. The data, as received by the Client, shall be formatted to come in the form of a virtual image of the map of the city, detailing roads and other points of interest.

2.2. The Client agrees to pay the Company for all services rendered for the fulfillment of the obligations stipulated in this Agreement. **[Payment Terms]**

2.2.1. In return of the data provided by the Company, the Client shall pay the data purchase price of Rs.(AMOUNT) at the time of the signing of this Data Purchase Agreement and the purchase order.

2.2.2. The Client holds the discretion to utilize either of the two payment methods: a lump-sum payment of the specified amount or a three-month installment payment with a 3% interest per month. Should the Client choose the lump-sum payment method, the payment must be completed within a week after the signing of this Agreement. Should the Client choose the three-month installment method, the first payment must be made within a month after the signing of this Agreement, and the succeeding payments must be made a month after the previous payment.

2.2.3. The Company shall provide a one-week grace period in the event that the Client fails to pay within the due date. Thereafter, the Company shall send a notice to the Client demanding the payment of the amount due. The failure to pay a week after the issuance of the notice shall constitute a breach of Agreement.

3. Ownership; Rights; Confidential Information

- 3.1. This Agreement does not transfer any proprietary right to the Client. **[Your Company Name]** retains sole proprietary rights and interests of the digital mapping data specified in this Agreement, granting **[Your Client Company Name]** only limited, non-exclusive, and non-transferable license of the product, thereby allowing the Client to use the data only for reference or supplemental purposes and prohibiting the Client from distributing the data, in part or in whole, without the consent of the Company.
- 3.2. The Client recognizes the copyrights and digital distribution rights of the Company. Violation of these rights shall be construed as a breach of Agreement of the Client.
- 3.3. Both the Company and the Client acknowledge that any and all information shared between the Parties for the completion of all obligations set forth herein shall be deemed confidential. Therefore, both Parties further agree to the nondisclosure of such information. Confidential information includes each Party's proprietary details. Either Party's failure to uphold this confidentiality clause shall constitute a breach of Agreement.

4. Warranty; Relationship; Termination; Notice

- 4.1. **[Your Company Name]** and **[Your Client Company Name]** warrant each other that each possesses the capability and authority to enter into this Agreement and fulfill all obligations stipulated hereto.
- 4.2. The Company does not warrant the Client of the accuracy and suitability of the data for the specific purpose of the Client. Following such, the Client agrees to indemnify the Company, its directors, employees, legal representatives, successors, assigns, and officers, from damages, losses, liabilities, expenses, and any claims arising from a breach of Agreement, fraud, or misconduct of the Client and its affiliates, and from any third-party claims regarding the Client's derivative work.
- 4.3. The Client warrants the Company that the digital mapping data shall only be used as a lawful supplement or reference information, without intentionally using such information to misrepresent or mislead. The Client further guarantees that any dissemination of the product shall be for business purposes only and done while observing accuracy. Any violation of this warranty may be construed as a breach of Agreement and may serve as grounds for the termination of this Agreement.
- 4.4. This Agreement prohibits the Client from redistributing the product to any third-party entity, either for free or for a fee, without the knowledge of the

Company that holds all intellectual property rights of the product. The Client's failure to abide by the condition set forth in this clause may be interpreted as a breach of Agreement and may serve as grounds for the termination of this Agreement.

- 4.5. In the event that disputes, misunderstanding, and claims arise between the Parties, both Parties shall utilize all resources and coordinate with each other to resolve such issues. Should both Parties fail to reach a mutual agreement and settle the disputes, arbitration shall follow. Regardless of the outcome, each party must shoulder their part of the costs for the arbitration.
- 4.6. Any and all notices under this Agreement shall be made in writing and sent to the other Party via courier or electronic mail. The receiving Party shall acknowledge the receipt of such notice within twenty-four (24) hours. The contents of the notice shall be enforced a day after the receipt of the notice.
- 4.7. This Agreement may only be terminated based on the grounds set forth herein. Both Parties agree that the termination of this Agreement shall not alter the rights of either Party in terms of the revenues or fees due in line with the stipulations contained in this Agreement.

5. Settlement of Disputes, Governing Law & Arbitration

- a. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
- b. This Agreement shall be governed by the laws of India. The Courts in **Mumbai (City Name)** shall have exclusive jurisdiction over the subject matter of this Agreement.
- c. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
- d. The arbitration proceedings shall be conducted in English. The place of

Arbitration shall be **Mumbai (City Name)**. The award passed in the arbitration proceedings shall be final and binding on both the parties.

- e. The cost of arbitration proceedings shall be equally borne by both the parties.
- f. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

6. Next Steps

Upon the signing of this Agreement, both Parties shall proceed to the next steps as follows:

1. The Company shall send the Client the purchase order form for the final confirmation of the purchase and seal the deal with the Client.
2. The Client shall complete its part of Agreement and pay the agreed amount in Section 2.2.1 through either of the identified payment methods in Section 2.2.2
3. The Company shall send the Client the payment receipt for verification of the amount, particulars, and other specifications.
4. The Company shall provide the Client with the digital mapping data as specified in this Agreement.
5. The Company shall provide monitoring and maintenance support to the Client.
6. Both Parties shall close the data purchase agreement upon the completion of all obligations set forth herein.

IN WITNESS WHEREOF, each of the Parties has executed this IT **[Scope of Service]** Agreement, both Parties by its representative, as of the day and year set forth below.

[Your Company Name]

[Your Company Representative Name]

[Your Company Representative Signature]

[Date Signed]

[Your Client Company Name]

**[Your Client Representative
Name]**

**[Your Client Representative
Signature]**

[Date Signed]

