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- 4.1 In consideration of the Licensor agreeing to the grant to the Licensee, the License in the Software for the Term, the Licensee shall pay to the Licensor as license fee such amount as specified by the Licensor in writing ("**License Fee**"). The License Fee shall be paid to the Licensor on or prior to the grant of License and License Key to the Licensee.
- 4.2 In consideration of the Licensor agreeing to the grant to the Licensee, the License in the Software for the Renewal Term, the Licensee shall pay to the Licensor as license renewal fee such amount as may be specified by the Licensor in writing ("**Renewal Fee**"). The Renewal Fee shall be paid to the Licensor on or prior to the commencement of the Renewal Term. The Renewal fee mentioned in Annexure I shall not be subject to any revision for a period of 3 (three) years from the date of commencement of the Term. Thereafter, the Renewal Fee shall be as specified by the Licensor.
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- 4.5 The License Fee / Renewal Fee payable to the Licensor under this Agreement shall be exclusive of any Good and Services Taxes that are required to be paid in respect of such License Fee/ Renewal Fee.
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- 5.5 The Licensor may share the information relating to the Licensee with other third-party business partners strictly on a need to know basis, for the purpose of enhancing our products and services or providing additional services on request.
- 5.6 The Parties agree that no confidential information about the other Party accessed through the negotiation and completion of the Agreement, shall be disclosed in whole or in part to any third party except professional advisors, banks, financial institutions or, to the extent required by applicable law, relevant stock exchange or government authorities.
- 5.7 The Parties shall furthermore keep all obtained or received written or oral information concerning the business and affairs of the other Party, including but not limited to the Software, technical, commercial and operational affairs and agreements, strictly confidential and shall as a minimum protect it with the same degree of care as it protects its own confidential and proprietary information.
- 5.8 The Parties shall not without the other Party's written consent disclose any such confidential information in whole or in part to any other entity or person, save its own personnel and

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- 5.9 If the Licensee believes that it must disclose the Licensor's Confidential Information in order to comply with a valid court order, the Licensee must promptly notify the Licensor and cooperate with the Licensor if the Licensor chooses to contest the disclosure requirement, seek confidential treatment of the information to be disclosed, or to limit the nature or scope of the information to be disclosed.
- 5.10 The Parties undertake to take all necessary steps to ensure that all of its officers, employees, consultants and/or other personnel uphold the strict confidentiality obligation undertaken herein.

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- 6.1 The Agreement shall be effective from the Effective Date and shall, unless terminated earlier in accordance with provisions herein, continue to remain valid and operational till the expiry of the Trial Term, Term or the Renewal Term, as the case may be.
- 6.2 The Licensor shall have the right to terminate the Agreement and revoke the License immediately in case the Licensee breaches and provision of the Agreement or commits any violation of the terms of the License.
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