# HBMS SOFTWARE SUBSCRIPTION, BOOKING ENGINE AND SERVICES AGREEMENT

This Software Subscription, Booking Engine and Services Agreement ("Agreement") is entered into on this ___ day of _____***, 20*** ("Effective Date").

## BETWEEN

**VALUEMAX SOLUTIONS**

Address: _____

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Email: _____

Contact No.: _____

hereinafter referred to as **"Valuemax Solutions"**, **"Valuemax"**, **"Provider"** or **"Company"**, which expression shall, unless inconsistent with the context, include its successors and permitted assigns;

**AND**

**Hotel / Property Name: _____**

**Legal Name of Hotel Owner / Entity: _____**

**Hotel Address: _____**

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**Email: _____**

**Contact No.: _____**

**GSTIN, if applicable: _____**

**PAN, if applicable: _____**

hereinafter referred to as the **"Hotel"**, **"Customer"** or **"Subscriber"**, which expression shall, unless inconsistent with the context, include its proprietor, partners, directors, authorised representatives, successors and permitted assigns.

Valuemax Solutions and the Hotel are individually referred to as a **"Party"** and collectively as the **"Parties"**.

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# 1. PURPOSE OF THE AGREEMENT

1.1 Valuemax Solutions provides a hotel management and booking management software platform known as **HBMS – Hotel Booking Managing Service** ("HBMS").

1.2 HBMS is designed to assist hotels with hotel operations including, depending on the subscription plan, booking management, room management, guest management, check-in and check-out, room allocation, room availability, rates, invoicing, payments, reports, night audit and other hotel-management functions.

1.3 Valuemax Solutions may also provide an online **Booking Engine** that enables guests to view hotel information, room availability and applicable rates and submit accommodation bookings directly to the Hotel.

1.4 The Hotel wishes to subscribe to HBMS and, where included in its selected plan or separately purchased, the Booking Engine.

1.5 Valuemax Solutions agrees to provide access to HBMS and the applicable services subject to the terms and conditions of this Agreement.

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# 2. DEFINITIONS

For the purposes of this Agreement:

### 2.1 "HBMS"

means the Hotel Booking Managing Service software platform owned and operated by Valuemax Solutions.

### 2.2 "Booking Engine"

means the online hotel booking interface or booking functionality provided by Valuemax Solutions that enables guests to view applicable hotel information, room availability and rates and submit or make accommodation bookings with the Hotel.

### 2.3 "Hotel Data"

means information entered, uploaded or generated by or on behalf of the Hotel through HBMS in connection with its hotel operations, including booking information, guest information, room information, rates, payment records, invoices, operational records and reports, subject to the terms of this Agreement.

### 2.4 "Subscription Period"

means the period for which the Hotel has paid the applicable HBMS subscription fee.

### 2.5 "Authorised User"

means an employee, owner, manager or other person authorised by the Hotel to access HBMS.

### 2.6 "Subscription Plan"

means the HBMS plan selected by the Hotel, including the features, number of users and fees applicable to that plan.

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# 3. SOFTWARE SUBSCRIPTION

3.1 HBMS is provided to the Hotel on a **subscription basis** and not as a sale or transfer of ownership of the software.

3.2 Subject to payment of the applicable subscription fees, Valuemax Solutions grants the Hotel a limited, non-exclusive, non-transferable and revocable right to access and use HBMS during the active Subscription Period.

3.3 The Hotel's right to use HBMS shall remain active only while the subscription is valid and the Hotel's account is in good standing.

3.4 The Hotel shall use HBMS only for its legitimate hotel business operations.

3.5 The Hotel shall not sell, sublicense, rent, lease, distribute, reproduce, modify, reverse engineer, decompile or otherwise attempt to obtain the source code or underlying technology of HBMS.

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# 4. BOOKING ENGINE

4.1 Where the Booking Engine is included in the Hotel's selected Subscription Plan or separately subscribed to, Valuemax Solutions shall provide the Hotel with access to the applicable Booking Engine functionality.

4.2 The Booking Engine may enable guests to:

a. view information about the Hotel;

b. view available room categories;

c. view applicable room rates;

d. view applicable extra-person charges, where configured;

e. select dates and rooms;

f. provide guest information;

g. submit or make accommodation bookings;

h. receive booking-related confirmation or communication, where supported.

4.3 The Booking Engine may be provided through a Hotel-specific web address, subdomain, URL or other online interface determined by Valuemax Solutions.

4.4 The Hotel is responsible for providing accurate information for display through the Booking Engine, including:

- Hotel name;
- Hotel description;
- Room categories;
- Room images;
- Room rates;
- Availability;
- Extra-person charges;
- Hotel facilities;
- Hotel policies;
- Cancellation policy;
- Refund policy;
- Check-in and check-out information;
- Contact information; and
- Other information provided by the Hotel.

4.5 The Hotel shall verify the information displayed through the Booking Engine and shall promptly notify Valuemax Solutions of any error requiring correction.

4.6 The Hotel remains solely responsible for accepting, managing and fulfilling accommodation bookings received through the Booking Engine.

4.7 Valuemax Solutions is a technology and software service provider and does not itself provide the accommodation, room, hospitality or other hotel service booked by a guest through the Booking Engine.

4.8 Any agreement relating to the provision of accommodation shall be between the Hotel and the guest, unless Valuemax Solutions separately agrees otherwise in writing.

4.9 The Hotel shall remain responsible for:

a. room availability;

b. room rates;

c. booking acceptance;

d. guest communication;

e. check-in and check-out;

f. cancellation requests;

g. refunds;

h. accommodation services; and

i. compliance with applicable laws relating to its hotel business.

4.10 Where no online payment gateway is provided, the Hotel acknowledges that payment shall be collected directly by the Hotel or through such other payment method as the Hotel independently arranges with the guest.

4.11 Valuemax Solutions does not guarantee that every visitor to the Booking Engine will make a booking or that any minimum number of bookings or revenue will be generated through the Booking Engine.

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# 5. SUBSCRIPTION PLAN AND FEES

5.1 The Hotel shall subscribe to the HBMS Subscription Plan selected by it.

**Selected Plan:** _____

**Monthly Subscription Fee:** ₹_____

**Applicable GST / Taxes:** ₹_____

**Total Monthly Amount:** ₹_____

**Number of Authorised Users:** _____

**Booking Engine Included:** Yes / No

**Booking Engine Fee, if separate:** ₹_____

5.2 Subscription fees shall be payable monthly in advance unless otherwise agreed in writing.

5.3 Applicable GST, statutory levy, tax, cess or other government charge shall be payable by the Hotel in addition to the subscription fee wherever applicable.

5.4 The subscription fee does not include third-party services, hardware, internet connection, domain registration, SMS charges, payment gateway charges, external API charges or other third-party services unless specifically stated in writing.

5.5 Additional users, modules, features or services may be subject to additional charges as communicated by Valuemax Solutions.

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# 6. SUBSCRIPTION PERIOD AND RENEWAL

6.1 The subscription shall commence on the date HBMS access is activated for the Hotel or such other date as specified in Schedule A.

6.2 The subscription shall continue on a month-to-month basis unless terminated in accordance with this Agreement.

6.3 The subscription shall automatically continue for subsequent periods provided the applicable subscription fee is paid.

6.4 Valuemax Solutions may revise its subscription plans or pricing by providing reasonable prior notice to the Hotel.

# 7. ACCOUNT ACTIVATION AND AUTHORISED USERS

7.1 Valuemax Solutions shall create or activate the Hotel's HBMS account after completion of the required registration and onboarding process.

7.2 The Hotel shall provide accurate information required for creating and maintaining its account.

7.3 The Hotel shall nominate Authorised Users who are permitted to access HBMS.

7.4 Login credentials shall be kept confidential.

7.5 The Hotel shall not knowingly share user credentials with unauthorised persons.

7.6 The Hotel shall immediately notify Valuemax Solutions if it becomes aware of unauthorised access or suspected compromise of its account.

7.7 The Hotel shall be responsible for actions performed through its authorised user accounts, except where such activity results from circumstances attributable to Valuemax Solutions.

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# 8. HBMS FEATURES

Depending on the Subscription Plan, HBMS may provide features including:

- Hotel and property management
- Room and category management
- Booking management
- Check-in and check-out management
- Room allocation
- Room availability
- Room maintenance
- Guest management
- Rate management
- Day-wise room rates
- Extra-person charges
- Early check-in charges
- Late check-out charges
- Discounts

- Additional charges
- Invoice generation
- Receipts and vouchers
- Payment recording
- Credit balance management
- Inventory management
- Night audit
- Operational reports
- Occupancy reports
- Revenue reports
- Profit and loss related reports
- Email notifications
- Booking Engine functionality
- Other features introduced by Valuemax Solutions.

Features may vary according to the selected Subscription Plan.

Valuemax Solutions may modify, improve, add or discontinue features from time to time, provided such changes do not materially prevent the Hotel from using the core subscription service.

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# 9. HOTEL RESPONSIBILITIES

The Hotel shall be responsible for:

9.1 Entering correct booking, guest, room, rate, tax and payment information into HBMS.

9.2 Verifying the accuracy of bookings, room rates, room availability, guest information, taxes, invoices, receipts, payments and reports generated or recorded through HBMS before relying upon them for operational, financial, accounting or statutory purposes.

9.3 Maintaining appropriate user access controls.

9.4 Protecting login credentials.

9.5 Maintaining a suitable internet connection and compatible devices required to access HBMS.

9.6 Ensuring employees and Authorised Users use HBMS in accordance with this Agreement.

9.7 Complying with applicable laws, regulations, taxation requirements and hotel-related regulatory requirements applicable to its business.

9.8 Maintaining appropriate business records and backups required for its operational, accounting and statutory purposes.

9.9 Ensuring that information displayed through the Booking Engine is accurate and lawful.

9.10 Ensuring that room availability, rates and hotel policies displayed through the Booking Engine are appropriately maintained.

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# 10. HOTEL DATA

10.1 Hotel Data entered into HBMS by or on behalf of the Hotel shall remain the property of the Hotel, subject to applicable law and this Agreement.

10.2 Valuemax Solutions shall use Hotel Data to the extent reasonably necessary to provide, maintain, secure, support and improve HBMS and the related services.

10.3 The Hotel authorises Valuemax Solutions to process Hotel Data as reasonably necessary for providing the services.

10.4 The Hotel is responsible for ensuring that it has the necessary rights, permissions and lawful basis to collect and enter guest information into HBMS.

10.5 The Hotel shall not knowingly upload unlawful, fraudulent, malicious or unauthorised information into HBMS.

10.6 Hotel Data does not include the HBMS software, source code, software architecture, database structure, algorithms, system logic, designs or other intellectual property belonging to Valuemax Solutions.

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# 11. GUEST DATA AND PRIVACY

11.1 The Hotel acknowledges that guest information may include personal information.

11.2 The Hotel shall be responsible for collecting, using and providing guest information in accordance with applicable privacy and data-protection laws.

11.3 The Hotel shall provide guests with such privacy notices, consent mechanisms and other disclosures as may be required by applicable law.

11.4 Valuemax Solutions shall process guest information only to the extent reasonably required to provide HBMS, the Booking Engine, support, security and related services, subject to applicable law.

11.5 Valuemax Solutions shall take reasonable measures appropriate to the nature of the service to protect information under its control.

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# 12. TAXES, INVOICES AND STATUTORY RESPONSIBILITIES

12.1 The Hotel is responsible for verifying the accuracy and legal compliance of invoices, tax invoices, rates, taxes, GST details, payment records and other statutory or financial records generated or maintained through HBMS. HBMS is provided as a software tool to assist the Hotel in its operations and does not constitute legal, tax, accounting or financial advice. The Hotel shall remain responsible for obtaining appropriate professional advice and complying with all laws and regulations applicable to its business.

12.2 HBMS may provide functionality for calculating or displaying taxes based on information and configurations entered into the system.

12.3 The Hotel shall verify applicable tax rates and statutory requirements applicable to its business.

12.4 Valuemax Solutions shall not be responsible for penalties, interest, tax demands or other statutory consequences arising from incorrect information, incorrect tax configuration or incorrect use of HBMS by the Hotel, except to the extent caused by Valuemax Solutions' own legally actionable conduct.

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# 13. SYSTEM AVAILABILITY AND MAINTENANCE

13.1 Valuemax Solutions shall make reasonable efforts to keep HBMS available for subscribed Hotels.

13.2 HBMS may occasionally be unavailable due to:

a. scheduled maintenance;

b. emergency maintenance;

c. software updates;

d. server problems;

e. internet or telecommunications problems;

f. hosting infrastructure failures;

g. security incidents;

h. third-party service failures; or

i. circumstances beyond the reasonable control of Valuemax Solutions.

13.3 Valuemax Solutions may temporarily restrict access where necessary to protect HBMS, Hotel Data, other customers or the security of the system.

13.4 Valuemax Solutions does not guarantee uninterrupted or completely error-free operation of HBMS.

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# 14. TECHNICAL SUPPORT

14.1 Valuemax Solutions shall provide reasonable technical support relating to the use of HBMS.

14.2 Support may be provided by email, telephone, messaging services, remote assistance or other methods determined by Valuemax Solutions.

14.3 Technical support shall generally relate to software functionality, configuration and technical issues.

14.4 Support does not include managing the Hotel's daily operations, entering bookings on behalf of the Hotel, preparing statutory returns, providing accounting advice or providing legal or tax advice unless separately agreed.

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# 15. THIRD-PARTY SERVICES

15.1 HBMS may depend upon or interact with third-party services, hosting providers, email providers, SMS providers, domain providers, payment providers or other external services.

15.2 Availability and operation of such third-party services may be outside the control of Valuemax Solutions.

15.3 Valuemax Solutions shall not be responsible for failures caused solely by third-party services or infrastructure outside its reasonable control.

15.4 Third-party charges applicable to services requested by the Hotel shall be borne by the Hotel unless otherwise agreed.

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# 16. BOOKINGS AND HOTEL OPERATIONS

16.1 HBMS is a software platform designed to assist the Hotel in managing its hotel operations.

16.2 The Hotel remains solely responsible for accepting, rejecting, modifying, cancelling and fulfilling bookings.

16.3 The Hotel remains responsible for room availability, room rates, guest communication, check-in, check-out, cancellations, refunds and hotel services.

16.4 Valuemax Solutions does not become a party to an accommodation contract between the Hotel and its guests merely because the Hotel uses HBMS or the Booking Engine.

16.5 Any dispute between the Hotel and its guest shall generally remain a matter between the Hotel and the guest unless Valuemax Solutions has separately contracted with the guest in relation to the relevant service.

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# 17. ACCEPTABLE USE

The Hotel shall not use HBMS:

a. for unlawful activities;

b. to transmit malicious software;

c. to attempt unauthorised access;

d. to interfere with the operation or security of HBMS;

e. to abuse system resources;

f. to extract, copy or reproduce the software or its underlying functionality without permission;

g. to violate the rights of any third party;

h. to develop or assist in developing a competing software product by using or copying HBMS.

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# 18. PAYMENT DEFAULT

18.1 Subscription fees shall be paid on or before the applicable due date.

18.2 If payment is not received by the due date, Valuemax Solutions may issue a payment reminder.

18.3 If payment remains outstanding, Valuemax Solutions may suspend access to HBMS and related services after providing reasonable notice, subject to applicable law.

18.4 Access may be restored after outstanding amounts have been paid.

18.5 Suspension for non-payment shall not automatically waive amounts already due.

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# 19. TERMINATION BY HOTEL

19.1 The Hotel may terminate its subscription by providing written notice to Valuemax Solutions.

19.2 Unless otherwise agreed, the subscription shall remain active until the end of the already-paid subscription period.

19.3 Subscription fees already paid shall generally be non-refundable unless otherwise agreed in writing or required by applicable law.

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# 20. TERMINATION OR SUSPENSION BY VALUEMAX SOLUTIONS

Valuemax Solutions may suspend or terminate the Hotel's access where:

a. subscription fees remain unpaid;

b. the Hotel materially breaches this Agreement;

c. the Hotel uses HBMS unlawfully;

d. the Hotel attempts to compromise HBMS security;

e. the Hotel attempts to copy, reverse engineer or misuse HBMS;

f. continued access creates a significant security or operational risk; or

g. termination is otherwise permitted under this Agreement or applicable law.

Where reasonably practicable, Valuemax Solutions shall provide notice and an opportunity to remedy a breach before termination.

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# 21. HOTEL DATA AFTER TERMINATION

21.1 Upon termination of the subscription, the Hotel may request an export or copy of its Hotel Data stored in HBMS.

21.2 Valuemax Solutions shall provide such data in a reasonably available format, subject to the technical capabilities of HBMS and applicable legal or regulatory requirements.

21.3 The Hotel should make such request within **30 days from the date of termination**.

21.4 After the applicable period, Valuemax Solutions may delete or anonymise Hotel Data, except where retention is required by applicable law or is reasonably necessary for legitimate business, security, accounting or dispute-resolution purposes.

21.5 The Hotel acknowledges that Hotel Data export may not include the HBMS software, source code, database architecture, software logic, system configuration, proprietary templates or other intellectual property of Valuemax Solutions.

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# 22. EFFECT OF TERMINATION

22.1 Upon termination, the Hotel's right to access and use HBMS and any included Booking Engine services shall cease.

22.2 The Hotel shall cease using HBMS and shall not attempt to access the system after termination.

22.3 Any unpaid amounts that became due before termination shall remain payable.

22.4 Termination of this Agreement shall not affect any rights, obligations or provisions which by their nature are intended to continue after termination, including confidentiality, intellectual property rights, outstanding payment obligations, data-related obligations, limitation of liability and dispute-resolution provisions.

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# 23. REFUNDS

23.1 Subscription fees are payable for the applicable Subscription Period.

23.2 Unless otherwise stated in the applicable commercial terms or required by applicable law, subscription fees already paid for a Subscription Period are non-refundable.

23.3 Any refund, credit or adjustment shall be subject to the applicable commercial terms agreed between the Parties.

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# 24. INTELLECTUAL PROPERTY AND SOFTWARE OWNERSHIP

24.1 HBMS, including its source code, object code, architecture, database structure, user interface, designs, graphics, workflows, documentation, trademarks, logos, processes, algorithms and other intellectual property, shall remain the exclusive property of Valuemax Solutions or its respective licensors.

24.2 The Booking Engine, including its software, design, underlying technology, code, templates, functionality and system architecture, shall remain the property of Valuemax Solutions or its licensors.

24.3 Nothing in this Agreement transfers ownership of HBMS or the Booking Engine to the Hotel.

24.4 The Hotel receives only the limited right to use the services during the active Subscription Period.

24.5 The Hotel shall not:

a. copy or reproduce HBMS except as expressly permitted;

b. reverse engineer, decompile or disassemble HBMS;

c. attempt to obtain source code;

d. modify or create derivative works;

e. resell or sublicense HBMS;

f. provide unauthorised third-party access;

g. remove copyright, trademark or ownership notices; or

h. use HBMS or the Booking Engine to create or assist in creating a competing software product.

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# 25. CONFIDENTIALITY

25.1 Each Party shall keep confidential information received from the other Party confidential and shall use it only for purposes connected with this Agreement.

25.2 Confidential information may include business information, pricing, customer information, technical information, software information, credentials, financial information and non-public operational information.

25.3 Confidentiality obligations shall not apply to information that:

a. is publicly available without breach of this Agreement;

b. was already lawfully known to the receiving Party;

c. is independently developed without use of confidential information; or

d. is required to be disclosed by law or lawful government authority.

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# 26. DATA SECURITY

26.1 Valuemax Solutions shall take reasonable technical and organisational measures appropriate to the nature of the HBMS service to protect Hotel Data against unauthorised access, loss or misuse.

26.2 The Hotel acknowledges that no internet-based software system can be guaranteed to be completely free from security risks.

26.3 The Hotel shall maintain secure passwords and appropriate user-access controls.

26.4 The Hotel shall notify Valuemax Solutions promptly of any suspected unauthorised access to its HBMS account.

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# 27. MODIFICATIONS TO HBMS

27.1 Valuemax Solutions may modify, update, improve or enhance HBMS from time to time.

27.2 Such modifications may include security updates, bug fixes, performance improvements, interface changes and new features.

27.3 The Hotel acknowledges that software products may evolve over time.

27.4 Changes to features or pricing shall be communicated in accordance with the applicable commercial terms.

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# 28. FEEDBACK AND SUGGESTIONS

Any suggestions, recommendations, feature requests or feedback provided by the Hotel concerning HBMS or the Booking Engine may be used by Valuemax Solutions to improve its services without creating any ownership rights in HBMS or the Booking Engine for the Hotel.

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# 29. LIMITATION OF LIABILITY

29.1 To the maximum extent permitted by applicable law, Valuemax Solutions shall not be liable for indirect, incidental, special, consequential or punitive losses arising from or relating to the use of HBMS or the Booking Engine.

29.2 Such losses may include loss of profits, loss of revenue, loss of business, loss of anticipated savings, loss of goodwill or business interruption, to the extent permitted by applicable law.

29.3 Valuemax Solutions shall not be responsible for losses arising from:

a. incorrect data entered by the Hotel;

b. incorrect room rates or availability;

c. incorrect tax configuration;

d. incorrect booking or payment information entered by the Hotel;

e. unauthorised use of the Hotel's account caused by failure to protect credentials;

f. failure of the Hotel's internet connection;

g. hardware failure at the Hotel;

h. third-party service failures;

i. actions or failures of guests or other third parties;

j. circumstances beyond the reasonable control of Valuemax Solutions; or

k. the Hotel's failure to follow instructions or properly use HBMS.

29.4 **Subject to applicable law, the aggregate liability of Valuemax Solutions arising from this Agreement shall not exceed the subscription fees actually paid by the Hotel to Valuemax Solutions during the 12 months immediately preceding the event giving rise to the claim.**

29.5 Nothing in this Agreement shall exclude or limit liability that cannot lawfully be excluded or limited under applicable law.

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# 30. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control, including natural disasters,

fire, flood, war, civil disturbance, government restrictions, major telecommunications failures, widespread internet outages, power failures, cyber incidents affecting infrastructure or other similar events.

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# 31. REPRESENTATIONS BY THE HOTEL

The Hotel represents that:

a. it has authority to enter into this Agreement;

b. the information provided during registration is accurate;

c. it has authority to use the data entered into HBMS;

d. its use of HBMS will comply with applicable laws;

e. it will ensure that employees and Authorised Users comply with this Agreement; and

f. it has authority to provide the Hotel information, images, rates, policies and other content displayed through the Booking Engine.

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# 32. NO TRANSFER OF OWNERSHIP

32.1 Payment of subscription fees does not constitute a purchase of HBMS or the Booking Engine.

32.2 No ownership interest in the software, source code, database architecture, software design, system logic, Booking Engine or related intellectual property is transferred to the Hotel.

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# 33. RELATIONSHIP BETWEEN THE PARTIES

33.1 The Parties are independent contracting parties.

33.2 Nothing in this Agreement creates a partnership, joint venture, agency, employment relationship or franchise relationship between Valuemax Solutions and the Hotel.

# 34. NOTICES

Any notice under this Agreement may be provided by email, registered post, courier or other written communication to the contact details provided by the respective Party.

The Hotel shall notify Valuemax Solutions of any change in its contact details.

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# 35. GOVERNING LAW AND JURISDICTION

35.1 This Agreement shall be governed by and interpreted in accordance with the laws applicable in India.

35.2 Subject to applicable law, the courts having appropriate jurisdiction at:

**Vengurla, Maharashtra, India**

shall have jurisdiction over disputes arising out of or relating to this Agreement.

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# 36. DISPUTE RESOLUTION

36.1 The Parties shall first attempt to resolve any dispute through good-faith discussions between their authorised representatives.

36.2 If the dispute cannot be resolved through discussions, either Party may pursue remedies available under applicable law.

36.3 The Parties may separately agree in writing to arbitration or another alternative dispute-resolution mechanism.

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# 37. ENTIRE AGREEMENT

This Agreement, together with the applicable Subscription Plan, pricing terms, order form, schedules and written amendments, constitutes the entire agreement between the Parties concerning the subscription and use of HBMS and applicable Booking Engine services.

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# 38. AMENDMENTS

Any material amendment to this Agreement shall be made in writing and accepted by the authorised representatives of both Parties, unless the Agreement expressly permits Valuemax Solutions to update a particular policy or service term.

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# 39. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue to remain in effect to the extent permitted by applicable law.

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# 40. WAIVER

Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to enforce that provision at a later time.

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# 41. ASSIGNMENT

41.1 The Hotel shall not sell, transfer, assign, sublicense or otherwise transfer its rights or obligations under this Agreement or its HBMS subscription to another person or entity without the prior written consent of Valuemax Solutions. Any change in ownership or control of the Hotel shall be notified to Valuemax Solutions.

41.2 Valuemax Solutions may assign or transfer this Agreement, and its rights and obligations under this Agreement, to a successor entity or another entity as part of a merger, acquisition, business restructuring, sale or transfer of the HBMS business, subject to applicable law.

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# 42. ELECTRONIC ACCEPTANCE

42.1 The Parties agree that this Agreement may be accepted and executed electronically, including through electronic signatures, digital acceptance, email confirmation or other legally recognised electronic methods, subject to applicable law.

42.2 An electronic acceptance or signature shall, to the extent legally recognised, have the same contractual effect as a handwritten signature.

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# 43. CUSTOMER ACKNOWLEDGEMENT

By signing or electronically accepting this Agreement, the Hotel confirms that:

1. It has read and understood this Agreement.
2. It understands that HBMS is provided on a subscription basis.
3. It understands that ownership of HBMS and the Booking Engine remains with Valuemax Solutions.
4. It agrees to pay the applicable subscription fees.
5. It understands its responsibility for the accuracy of information entered into HBMS.
6. It understands that it remains responsible for hotel operations and accommodation services provided to guests.
7. It understands that the Booking Engine is a technology service and that accommodation bookings are fulfilled by the Hotel.
8. It understands its responsibility for verifying rates, availability, taxes, invoices, payments and reports.
9. It agrees to comply with applicable laws and regulations.
10. It accepts the terms governing use of HBMS and the Booking Engine.

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# SCHEDULE A – HOTEL AND SUBSCRIPTION DETAILS

**Hotel Name:** _____

**Hotel Owner / Company Name:** _____

**Hotel Address:** _____

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**Contact Person:** _____

**Mobile:** _____

**Email:** _____

**GSTIN:** _____

**PAN:** _____

**HBMS Plan:** _____

**Number of Users:** _____

**Monthly Subscription Fee:** ₹_____

**Applicable GST:** ₹_____

**Total Monthly Subscription:** ₹_____

**Subscription Start Date:** _____

**Monthly Billing Date:** _____

**Booking Engine:** Included / Not Included

**Booking Engine Fee, if applicable:** ₹_____

**Booking Engine URL / Subdomain:** _____

# SIGNATURES

The Parties confirm that they have read, understood and agreed to the terms and conditions of this Agreement.

## FOR VALUEMAX SOLUTIONS

**Authorised Signatory**

Signature: _____

Date: _____

Place: _____

Company Stamp: _____

# FOR THE HOTEL

**Hotel Owner / Authorised Signatory**

Name: _____

Designation: _____

Hotel Name: _____

Signature: _____

Date: _____

Place: _____

# HOTEL STAMP / SEAL