

interConnect

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Wishing everyone
a safe and a

HAPPY
Diwali,





Jitesh Chauhan
president@isoda.in

Dear Fellow ISODA Colleagues

Heartiest Congratulations and good wishes to our new Board Members and its my honour to introduce you all to the new ISODA Management Committee, which were elected at the 12th AGM held on 18th September 2021. As Isodian we are all sensitive and dedicated towards the betterment of our Organization. With the responsibility and authority entrusted in the new MC, we pledge to be more attentive and dedicated toward the development of the organization.

Hope all of us have a wonderful Diwali that set the beginning to a prosperous New Year. November edition of ISODA Interconnect is focused on offering ISV and ISODIAN one more platform to encourage more participation from your end.

While this took some time coming, we have covered almost all the events that have taken place between today and the AGM. On the Regional Meets front, we successfully re-launched the Bangalore Chapter and happy to add some new members on board. We have 4 new members from Bangalore who is going to come on board and 3 old members who have not renewed it is willing to renew their membership. Rest all other regions have shown strong growth in terms of execution, new membership drive and ensuring the newly formed regions get ample guidance and support.

Happy to share an Article by our Legal Consultant Mr. Pradeep "Limitation of Liability clauses" for ISODA member benefits. In the meantime, do help circulate the Interconnect to your friends who are not part of our community and encourage them to join in.

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BECOME AN ISODA MEMBER

Join one of India's largest networks of IT companies across verticals.

Please sign up at <https://isoda.in/membership.aspx>
and mail rm@isoda.in





New Management Committee's Vision

ISODA is glad to inform that we have ~ 200 members and the number is growing day by day. We are actively looking at adding new chapters and getting more members on board. ISODA Management Committee intends to create a platform of growth for all its members by pushing a following initiatives for all.

- Enable collaboration within members to upsell, cross-sell and grow together.
- Improve communication with OEMs and Distributors.
- Focus on doubling the Member count and ensuring identification of new regions.
- Skills development initiatives for employees of ISODA members to enhance knowledge of relevant solutions.
- Digital Marketing to be taken to next level by Increasing visibility of ISODA socially.
- To help tackle Counterfeit software.

Our Chairman's Vision is To help in the growth of the software channel business and to mitigate any problems faced by the software channel community.

The New Management Committee is as follows:

Chairman	–	Alok Gupta, Softmart Solutions
Vice Chairman	–	Gautam Raj, E-Com Technology
President	–	Jitesh Chauhan, Rubik Infotech
Vice President	–	Zakir Hussain Rangwala , BD Software
Secretary	–	Pradeep Daga, Suntronix
Treasurer	–	Ravi Jalan, Shakti Enterprises

The Regional Secretaries for all the designated regions of ISODA remain the same as per Last year.

Regional Secretary – West	–	Mr. Ajay Bayani - AmbiSure Technologies
Regional Secretary – Gujarat	–	Mr. Rajendra Warriar – Rachaita Infosoft
Regional Secretary – South	–	Mr. Ravi Rajaseharan – V4 Technologies
Regional Secretary – East	–	Mr. Dhirendra Khandelwal – Esquare Systems
Regional Secretary – North East	–	Mr. Tapan Ghosal – DataCrown Computers
Regional Secretary – North	–	Mr. Alok Gupta – Cache Infotech
Regional Secretary – Jaipur	–	Mr. Lalit Choudhary – Aadhar Infotech





ISODA Independent Software Vendors



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In today's hybrid workplace environment, top most challenges faced by growing organization includes, Hiring, Engaging, Performing & Retaining the talent. factoHR helps organizations to address these challenges and helps them to grow.

Brief about factoHR: **factoHR is an award winning, modern, mobile-first, plug n play, Hire to Retire HCM platform that enables businesses to automate their daily HR functions, simplify talent discussions & delivers actionable insights to build great places to work and achieve business objectives faster. Over 1500+ organizations (Small, Medium and Large Enterprises) with 1.5 million+ workforce worldwide trust factoHR.**

Some of marquee customers of factoHR includes, BSE, Tata Steel BSL, Cycle Agarbatti, TI Cycle, Denso Group, Roki Minda, GHCL Ltd. factoHR is an ISO 2015 and ISO 27001 certified company & strategic partner of Microsoft Azure and SAP.

Cycle agarbatti (largest incense stick manufacturer) has improved their productivity by 40%. Testimonial link-

[Mr. Devanathan Raghavan - CFO at Cycle Agarbatti](#)

Why factoHR?

- Keep employees engage with mood analysis, survey and one on one meetings
- Optimize output through detailed shift and roaster planning
- Get Benefit of high graded data security & AI/ML capability of Azure
- Improve productivity due to integrated platform with no chance of errors
- Improved employee experience and bring transparency
- Performance Management with KRA/KPI and Continuous feedback
- Statutory Compliance

Unmatched Exclusive Features

- Geo-Fencing
- Chatbot
- Face Recognition
- Open architecture for API integration
- Mobile Apps





ISODA Independent Software Vendors



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BUSY is an Integrated Business Accounting and Management Software for MSMEs (Micro, Small and Medium Enterprises).

Leveraging its more than 2 decades of expertise in offering business solutions for MSMEs, BUSY has been empowering them by helping them manage not just their Accounts, Inventory, Billing & Statutory Compliance, but also their Business Processes and Operational Controls.

Launched in 1994 at IT-Asia, Pragati Maidan, Delhi, BUSY is one of the leading software in India, South Asia, Middle East and Africa with over 360,000 licenses sold in over 20 countries.

BUSY is extremely Easy-to-use, Powerful and Scalable. It runs on Windows platform and is available in Single-user, Multi-user and Client-Server editions.

To cater to the distinct requirements of different stages of business in MSME segment, BUSY offers three different editions:

Basic Edition

It caters to small businesses by providing complete Financial Accounting, Configurable Invoicing, Basic inventory and Statutory Reports.

Standard Edition

It is designed for businesses who require advanced Inventory Management. Besides the features provided in Basic Edition, the Standard Edition provides additional features such as Quotation / Order / Challan Processing, Point-of-Sale Billing, Batch and Serial No., Parameter-wise Stock Management, Direct e-mail etc.

Enterprise edition

This is primarily designed for medium-sized organizations having multiple branches or requiring enterprise features like Voucher Approval, User Activity Log etc. Besides all features provided in Standard Edition, it also provides Payroll, Enquiry Management, Customer Support Management, Message Centre, Triggers & Alerts, Online Report Viewing, Data Synchronization among Multiple Branches etc.

BUSY is being sold and supported through a network of over 500 Channel Partners in India & abroad, besides own offices in Delhi, Mumbai & Kolkata. More and more training institutes are taking up BUSY to teach computerized accounting.





ISODA Independent Software Vendors



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Let's play the Yes or No game...

As a Solution Provider, answer the following with Yes or No:

1. Your customers use email for business.
2. Your solution portfolio include one or more of the following:
 - a. Business email solutions
 - b. Backup solutions
 - c. Storage solutions
 - d. Security solutions
3. You want to earn more money from existing customers.
4. You want to open the doors to new customers. Your next step depends on your scores:
 1. If you answered **Yes to even one** of the above, **read on**.
 2. If you answered **Yes to more than one** of the above, **read on with concentration**.
 3. If you answered **Yes to All**, stop here and **just get in touch with us**.

The Challenge

The volume of business email continues to grow year-on-year, and so does the challenge of being able to conveniently and securely manage this huge amount of unstructured, but extremely valuable data and information. Incidents like stolen laptops and disk crashes, corrupted PSTs, deleted email (often deliberately), the need to search email from a few years ago, the need to save mailbox space (and therefore money), regulatory and compliance requirements, etc. are just a few of the situations that arise during business email usage. Your clients want these handled!

MailVault securely backs-up the entire organization's email into a centralized archive. Powerful search mechanisms allow you to view and restore email for any user, over any time period. Compatible with ALL email systems, MailVault readies a company for eDiscovery and compliance, and helps them save money in the process. MailVault runs on Windows and Linux, can be deployed on-premise, or in the cloud and even in a hybrid mode. Additionally MailVault's Service Provider Edition allows service providers to offer Email Archiving as a Service.

The Made in India advantage

MailVault is made in India, for the World.

We know our domestic users and our prevailing conditions, perhaps a little better than other solution vendors. Additionally, you can reach us faster, more conveniently and also influence the development of the solution - much more than you would be able to do with most other solution manufacturers.

In Conclusion

If you can help your customers manage their email archiving challenges, besides saving time and money, they will have fun and... you (with us) will make a profit.

We look forward to working with you!





ISODA Independent Software Vendors



GAJSHIELD
Data Security Firewall

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DATA SECURITY FIREWALL

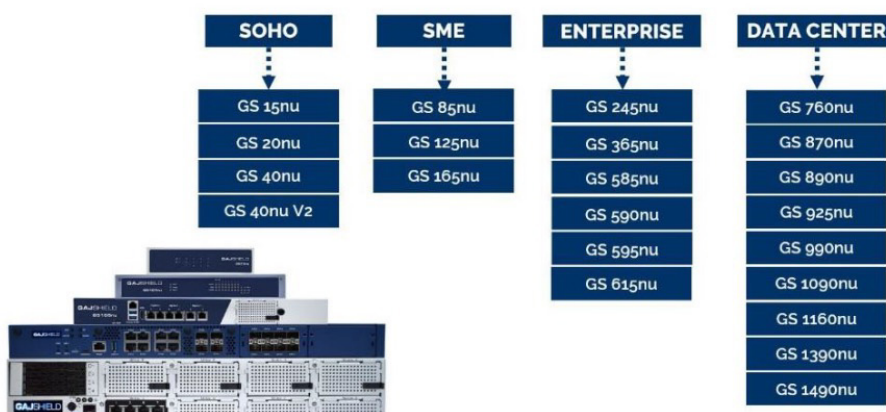
A Firewall That Understands Your Data

The businesses are increasingly relying on data and data-driven technologies, their business-critical data is being generated from a variety of different sources and being shared with a wide range of different enterprise stakeholders. Data being critical, experts agree that data security should be the top priority for enterprises. The traditional next-generation firewall solutions just aren't able to keep up with the task of monitoring and understanding each and every bit of data transactions.

The Data Security Firewall is a leap ahead of the traditional Next Generation firewall with Data First Approach for security. It understands organizations data and takes appropriate security measures to prevent data exploitation. The Data security firewall is self-learning, smart security solution that learns various data patterns and user behavior to identify anomalies and internal threats. It gives a better understanding of the data threat surface and allows enterprise to control them while improving overall data security health.

The Data Security Firewall is a powerful and robust platform that accommodates various security solutions to help secure data and organization's network. The Data Security Firewall is powered by GajOS Bulwark and backed by Contextual Intelligence Engine for a deeper data level visibility. Deployable On-premise and both public and private cloud infrastructure, Data Security Firewall caters to all sizes of companies across various business industries.

Appliance Range





Legal

Limitation of Liability clauses

"A contract executed between two parties consists of a certain set of promises in lieu of consideration. But parties can choose to perform and provide consideration without any existence of a contract as well, so what purpose does a contract serve? The essence of any contract between two parties is liability which may be enforced upon the party which defaults on its obligations under the contract. This liability allows a party to recover costs for any defective or incomplete performance as may have been set out. Absence of affixation of liability would have resulted in the contract having no legal, or practical, value whatsoever.

But can a contracting party seek to limit its liability, or absolve itself in certain circumstances? For instance, if a dry-cleaning service accidentally damaged an expensive dress, seeking full compensation for such service for the dress would, in effect, bankrupt such a service provider. In such situations, parties to a contract may choose to include limitation clauses within the contract. These limitation clauses seek to limit the liability which can be imposed upon the party contravening the contract.

Thus the two important requisites which always have to be considered include (i) a reasonable amount actually being stipulated as the penalty. (ii) an upper threshold being attached to such an amount.

The law of damages in India is codified in Sections 73 and 74 of the Indian Contract Act, 1872 ("Contract Act"). Section 73 of the Contract Act provides that a party that suffers breach of contract is entitled to receive from the party that has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach or which the parties knew, when they made the contract, to be likely to result from a breach. Section 73 of the Contract Act bars the grant of compensation for remote and indirect loss or damage sustained on account of breach of contract.

Parties to a contract can, and usually do, exclude liability for certain types of losses, which may be suffered by each or either party, or limit the amount of their liability pursuant to such loss. Though clauses limiting liability are by and large enforced, this may be subject to considerations such as bargaining power of the parties and public policy. Whilst there is no express statutory bar in India against contractually excluding or limiting liability for damages, Section 23 of the Contract Act provides that the court would regard agreements illegal if they are regarded as immoral or opposed to public policy. An agreement whose object or consideration is unlawful is deemed to be void.

In the case of contracts where parties are found to have unequal bargaining power, it is important to be wary of the possibility that courts may refuse to enforce clauses excluding or limiting liability, which are found to be unconscionable. In 1986, the Supreme Court introduced to India the principle that courts will not enforce an unfair or unreasonable contract or an unfair or unreasonable clause in a contract entered into between parties who are not equal in bargaining power. Illustrative instances of such inequality in bargaining power were enumerated, including where it is a result of the great disparity in the economic strength of the contracting parties, where the weaker party is in a position in which he can obtain goods or services or means of livelihood only on the terms imposed by the stronger party or go without them, where a man has no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair,





unreasonable and unconscionable a clause in that contract, form or rules may be. Contracts that contain terms so unfair and unreasonable that they shock the conscience of the court were held to be void as opposed to public policy. Though the court was dealing with a provision for termination of employment, which was found to be unfair, the aforesaid findings were made in a more general context, and after referring to English judgements dealing with commercial matters, including contracts which contained exclusion or limitation of liability clauses. The court did, however, exclude applicability of this principle to cases where the bargaining power of the parties is equal or almost equal, or where both parties are businessmen and the contract is a commercial transaction.

The Supreme Court also upheld the decision of the National Consumer Disputes Redressal Commission, which limited the amount awarded to the consignor for deficiency of service, to the amount specified in the limitation of liability clause. The court held that parties who sign documents containing contractual terms are usually bound by such contract and rejected the contention that there was no consensus ad idem between the parties on limitation of liability, in view of the National Commission's finding of fact that the consignor had signed the consignment note.

The Madras High Court refused to enforce a clause limiting the liability of a dry cleaner, which was printed on the reverse of the bill handed over to the customer, to 50% of the market price or value of the articles in case of loss. The court found such a term to be opposed to public policy, public interest and the fundamental principles of the law of contract and held that imposition of such a condition is in flagrant infringement of the law relating to negligence.

In conclusion, the Limitation of Liability clauses are one of the best sources of indicators of what the contracting parties intended to execute as a part of their contract. For contracts which may be considered unconscionable or unbalanced between both the parties, the nature of such a clause helps in understanding the balance existing between these parties. But a lot regarding such clauses depends upon how they are actually executed between the parties, and how well they are drafted. It is important to understand the significance of both determining the liability proportional to the breach caused and ensuring that the liability is an upper limit while drafting a limitation on liability. It is also a keen concern to avoid ambiguities and nullities in contract by not drafting any time limitations unless one of the contracting parties is a party eligible under Section 28, Limitation on liability of contract is here to stay."

