

# General Terms & Conditions

- [GENERAL TERMS AND CONDITIONS FOR KONNECT ANALYTICS CLOUD SERVICES \(“GTC”\)](#)
- [GENERAL TERMS AND CONDITIONS FOR KONNECT ANALYTICS On-Premises SERVICES \(“GTC”\)](#)

# GENERAL TERMS AND CONDITIONS FOR KONNECT ANALYTICS CLOUD SERVICES (“GTC”)

## **1. DEFINITIONS**

Commonly used capitalized terms are defined in the Glossary at the end of the document.

## **2. USAGE RIGHTS AND RESTRICTIONS**

### **2.1 Grant of Rights.**

Konnect Analytics grants to Customer a non-exclusive, non-transferable and world-wide right to use the Cloud Service Cloud Materials and Documentation solely for Customer’s and its Affiliates’ internal business operations. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

### **2.2 Authorized Users.**

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

### **2.3 Acceptable Use Policy.**

With respect to the Cloud Service, Customer will not:

- (a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
- (b) transmit any content or data that is unlawful or infringes any intellectual property rights, or
- (c) Circumvent or endanger its operation or security.

### **2.4 Verification of Use.**

Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. Konnect Analytics may monitor/control use to verify compliance with Usage Metrics, volume and the Agreement.

## **2.5 Suspension of Cloud Service.**

Konnect Analytics may suspend use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. Konnect Analytics will promptly notify Customer of the suspension. Konnect Analytics will limit the suspension in time and scope as reasonably possible under the circumstances.

## **2.6 Third Party Web Services.**

The Cloud Service may include integrations with web services made available by third parties that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.

# **3. KONNECT ANALYTICS RESPONSIBILITIES**

## **3.1 Provisioning.**

Konnect Analytics provides access to the Cloud Service as described in the Agreement.

## **3.2 Support.**

Konnect Analytics provides support for the Cloud Service as referenced in the Order Form.

## **3.3 Security.**

Konnect Analytics uses reasonable security technologies in providing the Cloud Service. As a data processor, Konnect Analytics will implement technical and organizational measures referenced in the Order Form to secure personal data processed in the Cloud Service in accordance with applicable data protection law.

## **3.4 Modifications.**

- (a) The Cloud Service and Konnect Analytics Policies may be modified by Konnect Analytics. Konnect Analytics will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement.
- (b) If Customer establishes that a modification is not solely an enhancement and is not reasonably acceptable to Customer for legitimate business reasons, Customer may terminate its subscriptions to the affected Cloud Service by providing written notice to Konnect Analytics within thirty days

after receipt of Konnect Analytics's informational notice.

### **3.5 Analyses.**

Konnect Analytics, or their Affiliates may use anonymous information relating to use of the Cloud Service and Consulting Services to prepare analyses. Analyses do not contain personal data nor Customer Confidential Information. Examples of analyses include: optimizing systems and technical resources and support, research and development of Cloud and Consulting Services, verification of security and data integrity, internal demand planning, industry and macroeconomic developments and anonymous benchmarking with other Customers. Konnect Analytics may provide non-anonymous benchmarking services with Customer's prior written consent.

## **4. CUSTOMER AND PERSONAL DATA**

### **4.1 Customer Data.**

Customer is responsible for the Customer Data and entering or loading it into the Cloud Service. Customer grants to Konnect Analytics, and their Affiliates and subcontractors) a nonexclusive right to process Customer Data (including personal data) solely to provide and support the Cloud Service.

### **4.2 Personal Data.**

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

### **4.3 Security.**

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service.

### **4.4 Access to Customer Data.**

- (a) During the Subscription Term, Customer can access its Customer Data at any time.
- (b) Before the Subscription Term expires, Customer may use Konnect Analytics's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.
- (c) Following the end of the Agreement, Konnect Analytics will after 3 months of subscription expiry delete or overwrite the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.
- (d) In the event of third party legal proceedings relating to the Customer Data, Konnect Analytics will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

## **5. FEES AND TAXES**

### **5.1 Fees and Payment.**

Customer will pay fees as stated in the Order Form. After prior written notice, Konnect Analytics may suspend Customer's use of the Cloud Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable.

### **5.2 Taxes.**

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for

Customer's account. Customer is responsible for all taxes, Customer must provide to Konnect Analytics any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If Konnect Analytics is required to pay taxes Customer will reimburse Konnect Analytics for those amounts and indemnify Konnect Analytics for any taxes and related costs paid or payable by Konnect Analytics attributable to those taxes.

## **6. TERM AND TERMINATION**

### **6.1 Term.**

The Subscription Term is as stated in the Order Form.

### **6.2 Termination.**

A party may terminate the Agreement:

- (a) upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty day period,
- (b) as permitted under Sections 3.4(b), 7.3(b), 7.4(c) (with termination effective thirty days after receipt of notice in each of these cases), or
- (c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 10 or 11.6.

### **6.3 Non-Refundable Policy**

Payments are not be refundable under any circumstances, including but not limited to the termination of this Agreement for whatever reason

### **6.4 Effect of Expiration or Termination.**

Upon the effective date of expiration or termination of the Agreement:

- (a) Customer's right to use the Cloud Service and all Konnect Analytics Confidential Information will end,
- (b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and
- (c) termination or expiration of the Agreement does not affect other agreements between the parties.

### **6.5 Survival.**

Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

## **7. WARRANTIES**

### **7.1 Compliance with Law.**

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

- (a) in the case of Konnect Analytics, the operation of Konnect Analytics's business as it relates to the Cloud Service, and
- (b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

## **7.2 Good Industry Practices.**

Konnect Analytics warrants that it will provide the Cloud Service:

- (a) in substantial conformance with the Documentation; and
- (b) with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of the Cloud Service.

## **7.3 Remedy.**

Customer's sole and exclusive remedies and Konnect Analytics's entire liability for breach of the warranty under Section 7.2 will be:

- (a) the re-performance of the deficient Cloud Service, and
- (b) if Konnect Analytics fails to re-perform, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of Konnect Analytics's failure to re-perform.

## **7.4 System Availability.**

(a) Konnect Analytics warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement or Supplement ("SLA").

(b) Customer's sole and exclusive remedy for Konnect Analytics's breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow Konnect Analytics's posted credit claim procedure. When the validity of the service credit is confirmed by Konnect Analytics in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.

(c) In the event Konnect Analytics fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of least 90% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing Konnect Analytics with written notice within thirty days after the failure.

## **7.5 Warranty Exclusions.**

The warranties in Sections 7.2 and 7.4 will not apply if:

- (a) the Cloud Service is not used in accordance with the Agreement or Documentation,
- (b) any non-conformity is caused by Customer, or by any product or service not provided by

Konnect Analytics, or

(c) the Cloud Service was provided for no fee.

#### **7.6 Disclaimer.**

Except as expressly provided in the Agreement, neither Konnect Analytics nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of Konnect Analytics or product roadmaps in obtaining subscriptions for any Cloud Service.

### **8. LIMITATION OF LIABILITY**

#### **8.1 Unlimited Liability.**

Neither party will exclude or limit its liability for damages resulting from:

- (a) unauthorized use or disclosure of Confidential Information,
- (b) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,
- (c) death or bodily injury arising from either party's gross negligence or willful misconduct, or
- (d) any failure by Customer to pay any fees due under the Agreement.

#### **8.2 Liability Cap.**

Subject to Sections 8.1 and 8.3, the maximum aggregate liability of either party (or its parent, or respective Affiliates or subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription fees paid for the applicable Cloud Service directly causing the damage for that twelve month period. Any "twelve month period" commences on the Subscription Term start date or any of its yearly anniversaries.

#### **8.2 Exclusion of Damages.**

neither party (nor its parent, or respective Affiliates or subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and

Konnect Analytics will not be liable for any damages caused by any Cloud Service provided for no fee.

#### **8.3 Risk Allocation.**



The Agreement allocates the risks between Konnect Analytics and Customer. The fees for the Cloud Service and Consulting Services reflect this allocation of risk and limitations of liability.

## **9. INTELLECTUAL PROPERTY RIGHTS**

### **9.1 Konnect Analytics Ownership.**

Konnect Analytics, their Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to Konnect Analytics, their Affiliates, and licensors.

### **9.2 Customer Ownership.**

Customer retains all rights in and related to the Customer Data.

### **9.3 Non-Assertion of Rights.**

Customer covenants, on behalf of itself and its successors and assigns, not to assert against Konnect Analytics, their Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Consulting Services.

## **10. CONFIDENTIALITY**

### **10.1 Use of Confidential Information.**

(a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 10. Customer will not disclose the Agreement or the pricing to any third party.

(b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 10.

(c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

### **10.2 Exceptions.**

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- (d) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,
- (e) is generally available to the public without breach of the Agreement by the receiving party,
- (f) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or
- (g) the disclosing party agrees in writing is free of confidentiality restrictions.

### **10.3 Publicity.**

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that Konnect Analytics may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of Konnect Analytics's marketing efforts (including reference calls and stories, press testimonials, site visits. Customer agrees that Konnect Analytics may share information on Customer with Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with Konnect Analytics.

## **11. MISCELLANEOUS**

### **11.1 Severability.**

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

### **11.2 No Waiver.**

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

### **11.3 Electronic Signature.**

Electronic signatures that comply with applicable law are deemed original signatures.

### **11.4 Regulatory Matters.**

Konnect Analytics Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany. Customer will not submit Konnect Analytics Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export Konnect Analytics Confidential Information to countries, persons or entities if prohibited by export laws.

### **11.5 Notices.**

All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by Konnect Analytics relating to the operation or support of the Cloud Service and those under Sections 3.4 and 5.1 may be in the form of an

electronic notice to Customer's authorized representative or administrator identified in the Order Form.

#### **11.6 Assignment.**

Without Konnect Analytics's prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. Konnect Analytics may assign the Agreement to any of Konnect Analytics SE's Affiliates.

#### **11.7 Subcontracting.**

Konnect Analytics may subcontract parts of the Cloud Service or Consulting Services to third parties. Konnect Analytics is responsible for breaches of the Agreement caused by its subcontractors.

#### **11.8 Relationship of the Parties.**

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

#### **11.9 Force Majeure.**

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

#### **11.10 Governing Law.**

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of India without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in COIMBATORE, TAMILNADU. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

#### **11.11 Entire Agreement.**

The Agreement constitutes the complete and exclusive statement of the agreement between Konnect Analytics and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and

conditions of any Customer-issued purchase order, which will have no force and effect, even if Konnect Analytics accepts or does not otherwise reject the purchase order.

## **Glossary**

**1.1 “Affiliate”** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity’s shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

**1.2 “Agreement”** means an Order Form and documents incorporated into an Order Form.

**1.3 “Authorized User”** means any individual to whom Customer grants access credentials to use the Cloud Service that is an employee, agent, contractor or representative of

(a) Customer,

(b) Customer's Affiliates, and/or

(c) Customer’s and Customer’s Affiliates’ Business Partners.

**1.4 “Business Partner”** means a legal entity that requires use of a Cloud Service in connection with Customer’s and its Affiliates’ internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.

**1.5 “Cloud Service”** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by Konnect Analytics under an Order Form.

**1.6 “Cloud Materials”** mean any materials provided or developed by Konnect Analytics (independently or with

Customer’s cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.

**1.7 “Confidential Information”** means

(a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and

(b) with respect to Konnect Analytics: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding Konnect Analytics research and development, product offerings, pricing and availability.

(c) Confidential Information of either Konnect Analytics or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the

circumstances surrounding its disclosure.

**1.8 “Consulting Services”** means professional services, such as implementation, configuration, custom development and training, performed by Konnect Analytics’s employees or subcontractors as described in any Order Form and which are governed by the Supplement for Consulting Services or similar agreement.

**1.9 “Customer Data”** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include Konnect Analytics’s Confidential Information.

**1.10 “Documentation”** means Konnect Analytics's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.

**1.11 “Order Form”** means the ordering document for a Cloud Service that references the GTC.

**1.12 “Konnect Analytics Policies”** means the operational guidelines and policies applied by Konnect Analytics to provide and support the Cloud Service as incorporated in an Order Form.

**1.13 “Subscription Term”** means the term of a Cloud Service subscription identified in the applicable Order Form, including all renewals.

**1.14 “Supplement”** means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.

**1.15 “Usage Metric”** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

# GENERAL TERMS AND CONDITIONS FOR KONNECT ANALYTICS On-Premises SERVICES (“GTC”)

- Client’s agreement and business relationship will be with Konnect Analytics India Pvt Ltd (“KA”) as regards the proposed project.
- The implementation time frame quoted above is subjected to change based on mutually agreed between both the parties
- Project Development will be off site and on site mode to be decided by the KA Project Manager. Client has to ensure the facilities for the project team like meeting rooms, Network, VPN for remote access, Projectors, etc. No overseas travel is covered under this scope of work.
- KA will not take responsibility for delay, if any, of project completion date, If such delay is caused by the Client / Client’s project team.
- The information supplied in this proposal is based on KA understanding of the requirements as discussed with Client. KA has taken all efforts to ensure the accuracy of information in preparation of this techno- commercial proposal. KA shall not take responsibility for errors and/or omissions, if any, which are caused due to incorrect or inadequate information supplied by the Client.

## *SUPPORT MANAGEMENT*

- On initiation of AMC services, a Support Manager will be assigned for the project that will be responsible for the management of the whole project. He will be the primary point of contact throughout the project and answer any questions the Client may have in relation to the project. The Client needs to ensure that the Support Manager is fully aware of all communication in relation to the project in order to ensure that they manage the project to

the best of their abilities.

- In the event that KA is delayed or prevented from performing its obligations due to such failure or delay on the part of the Client, KA shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which KA is delayed or prevented from performing its obligations due to such failure or delay on the part of the Client.
- The Client shall provide timely clarifications and feedback sought by KA Consultants during the period of this assignment. Client will allocate a Client coordinator to interact with KA, fix appointments with various Client personnel and provide local assistance to KA Consultants. The Client coordinator will have necessary authorization from the Client to take decisions and give timely approvals as per the need of the engagement.
- All documentation related to current processes should be made available by the Client to KA's Team
- Incremental effort emanating from requirements out of scope of this contract owing to reasons attributable to the Client shall become chargeable at prevailing rate
- Client's review and approval of support documents prepared and submitted by KA will be a pre-requisite ensuring that service related issues have been resolved.

## ***BILLING AND PAYMENT***

- Any taxes, surcharges and other statutory levies pertinent to this transaction is payable by the Client.
- Invoices will be raised at the completion of the milestone of the project or at such previously agreed periodicity. The payment will fall due within 7 working days of invoice date.
- Any invoice remaining after the aforesaid period shall be treated as debt owed by the Client to KA. Without prejudice to the other rights available, KA reserves the right to withhold the provision of services till such time all the payments due to it under this contract have been made by the Client and any such withholding by KA shall not be treated as breach by it of the provisions of this contract.

## ***DATA SECURITY***

KA will not, at any time or in any manner, either directly or indirectly, use for their personal benefit, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Client. KA will act reasonably to protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this agreement.

#### *CONFIDENTIALITY*

All information including recommendations and observations transferred by KA consultants will be for the sole and exclusive use of the client.

#### *WORK ARRANGEMENTS*

For any on-site work, the client needs to provide KA's consultants suitable work space with necessary PC Desktop/Laptop and Internet connectivity.

#### *DIRECT AND CONSEQUENTIAL LIABILITY*

In no event shall either party be liable, one to the other, for special, direct, indirect or any other damages in connection with or arising out of the furnishing, performance or use of the services or deliverable provided by KA under the terms of this proposal.

#### *TERMINATION*

Either party will have the right to terminate the agreement resulting from this proposal by giving a one- month notice to the other upon situations arising out of non-compliance of the stipulations of this proposal. The termination notice will be held valid only if it is preceded by a corresponding non-compliance notice issued at least thirty days prior to the date of termination notice and if the non-compliance has continued up to the date of the termination /notice.

#### *FORCE MAJEURE*

If the performance as specified in this proposal is prevented, restricted, delayed or interfered by circumstances beyond the control of the party affected, the time for project shall be suitably extended until the operation of such cause has ceased.



## *NON EMPLOYMENT*

The Client shall neither offer to employ nor employ, directly or otherwise, any KA's employee/associate associated for the purpose of, or with the assignment, during the period between the date employee/associate was proposed and one year from the completion of the assignment arising here from.

## *DEPUTATION OF CONSULTANTS*

Consultants deputed on the assignment will be employees/associates of KA. As far as possible, KA will ensure continuity of consultants deputed. However, KA reserves the right of de-allocation of consultants and replacing them with new incumbents, if found absolutely necessary. Under all circumstances within its control, KA will effect each de-allocation with prior intimation to the Client.

## *CHANGES IN FUNCTIONALITY*

Any change, which is out of the scope, will be charged at actual based on the number of man days spent for the project.

## *CHANGE IN THE BUSINESS PROCESS*

If there is any change in the Business Process leading to change of scope during the course of the contract, KA agrees to undertake out-of-scope activities subject to technical feasibility, overall fit with client's business objectives and service availability at an additional cost communicated and agreed prior to the engagement.

The resulting incremental cost will be charged to the Client at prevailing rates.

## *IMPLEMENTATION COMPLEXITY SUPPORT ISSUES*

Any request that can be classified as the one requiring considerable effort involving time and complexity would be considered as enhancement and would be considered under Additional Out-of-Scope Services.

## *Non- refundable policy*

Payments are not be refundable under any circumstances, including but not limited to the termination of this Agreement for whatever reason.

### *Governing Law*

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of India without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in COIMBATORE, TAMILNADU. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s)