

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)

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