

# SERVICE LEVEL AGREEMENT FOR Konnect On Premise SERVICES (“SLA”)

## RECITAL

WHEREAS, Customer has acquired the right to use KONNECT ERP Software through KONNECT employees.

NOW, THEREFORE, In consideration of the mutual promises and obligations in this Agreement, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

## AGREEMENT

### 1. Definitions

1.1 “Documentation” means KONNECT's documentation which is delivered to Customer under the Service Level Agreement.

1.2 “KONNECT Support” means Konnect offering support to customers as stated in Annexure 1 (General Terms and Condition)

1.3 “Software” means (i) all software developed by or for KONNECT and/or KONNECT Group and delivered to Customer and/or Customer Group companies under the Service Level Agreement; (ii) any new releases there of made generally available pursuant to KONNECT Support; and (iii) any complete or partial copies of any of the foregoing.

1.4 “Proprietary Information” means: (i) with respect to KONNECT, the Software and Documentation and KONNECT Support Components, any other third-party software with or as part of the Software, benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications; (ii) the concepts, techniques, ideas, and know-how embodied and expressed in the Software and (iii) information reasonably identifiable as the confidential and proprietary information of KONNECT

or Customer excluding any part of the KONNECT or Customer Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.

2. Services To Be Performed. KONNECT will provide KONNECT Support as specified in the KONNECT Service Level Agreement incorporated and made a part hereof by reference. Customer is

responsible for making the necessary internal arrangements for the carrying out of KONNECT Support on a noninterference basis. Customer understands that KONNECT Support under this Agreement only applies to the Supported Software as originally provided by KONNECT, excluding without limitation any modifications, add-ons or enhancements to the Software that have been developed by customer or any third party.

3. KONNECT Support Fees. KONNECT Support Fees shall be paid annually in advance. Any limitations on increases to KONNECT Support Fees are subject to Customer's compliance with the Customer COE requirements specified in the applicable KONNECT Support Schedule.

KONNECT Support Fees should be paid in advance every year. There will be a nominal KONNECT Support Fee increase as users increase.

All fees are in Indian Rupees unless otherwise agreed to by the parties. All payment terms are net thirty (60) days from date of invoice. Any fees not paid when due shall accrue interest at the rate of 2% per annum over the base lending rate of RBI.

4. Taxes. Fees and other charges described in this Agreement includes all applicable taxes. Customer is not responsible to pay to KONNECT for any other Taxes and related costs, interest and penalties paid or payable by KONNECT.

5. Term. KONNECT Support will commence 1 month from system go-live. After the Initial Term and subject to the Agreement and KONNECT Support Schedule, KONNECT Support shall renew on the renewal date for the subsequent one year period.

#### **Support Matrix with Priority and response time:**

Criticality	Description	Support method	Contact number
1. Business stopped	Time to Respond 30 mins, time to resolve 4 hours	Email/Call	+91-7303336060
2. Business running but affecting day-to-day activities	Time to Respond 4 Hours, Time to resolve 24 hours	Email/Call	+91-7303336060
3. System affected but not affecting the day-to- day activities	Time to Respond 24 Hours, Time to Resolve 76 hours	Email/Call	+91-7303336060

Support Desk Contact details: Email: [support@konnnectbi.com](mailto:support@konnnectbi.com)

Customer can reach Konnect Support desk during office hours (at least 8 hours a day, 6 days a week)

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