

DEPLOYMENT SERVICES

SCOPE OF WORK

To configure the Product for implementation, as specified below.

User Base	We will be responsible for configuring Users of the Product as per the organizational workflow and creating a 'Client Admin' role in the Product which can be managed by your Users. You will be responsible for identifying the number of Users along with their respective access rights.
Geographical Scope	Our deployment team and support team will be based out of any of our offices in India.
User Acceptance Testing (UAT) and Go-Live	<p>You will be responsible for providing testing environment and test data to carry out the UAT. Testing process would be broadly as follows:</p> <ol style="list-style-type: none"> a. We will assist you in uploading test cases in the Product and generate test result based on such sample data provided by you; b. We will obtain UAT sign off from you on the results of the Product based on the test cases; <p>Go-live shall commence once the UAT is successful and signed off by you. A Sign off on the UAT would be a confirmation of the fact that: (a) you are satisfied with the adequacy of the Product; (b) that you have acknowledged that the Product will address your needs; and (c) you will not hold us responsible for any issues in respect of use and accessibility of the Product.</p> <p><i>Please note the following:</i></p> <ol style="list-style-type: none"> i. We will only provide support (as mentioned above) during UAT and generation of test cases/scenarios; ii. We shall not be responsible for any delays in conducting the UAT or for any delay in going live on account of delay in carrying out of UAT; iii. Support services mentioned in Support and Maintenance shall not be applicable during the UAT; iv. You shall upload only dummy data in UAT environment. No Live data and / or factual business data (even if it's not live) should be uploaded in UAT environment.

DEPLOYMENT PROCESS FOR THE PRODUCT

The Deployment Services described below will be performed by us on a one-time basis only.

1. Deployment and Training

1.1. Deployment of the Product: This would cover:

- a. Understanding responsibilities currently allocated amongst your stakeholders.
- b. Finalizing your Reporting hierarchy, if any, in consultation with your management.
- c. Facilitating you in defining roles for identified Users based on eligible Users who would

be able to use the Product. (i.e., Mapping compliance requirements to individuals within your ecosystem based on Organogram finalized by you).

- d. As part of onboarding process, providing you with an access to the Product along with User credentials. Once the onboarding is completed, you will have access to the Product. After the Go-Live date our role, would be limited to providing support services.

Note: Depending on the circumstances, we may specify any additional requirements or modifications, as may be required to successfully deploy the Product, and we will not assume any responsibility or liability for your failure or delay in providing such infrastructure.

1.2. Conducting Training: This would cover:

- a. Discussions with you on training requirements.
- b. Providing training sessions to your identified personnel for accessing and making use of the Product (including administrative training). The training will be provided on a 'train the trainer' basis.
- c. Providing a User manual with instructions on how to use/ navigate various sections of the Product.

Note: The number of trainings will be limited either at your location or through video conference facility or any other training approach. You agree to be responsible for organizing any training sessions required for understanding the functions of the Product and ensuring that your Users attend the same.

2. Scope of work for recurring activities during the License Term

2.1. Updates / Modifications to the Product: This would cover

- a. Any modifications or new features and patches for bug fixes & enhancements to the Product as and when required. Please note that this shall be undertaken at our sole discretion. We reserve the right to charge any additional costs incurred for the same and you will be obliged to pay the same. Further, in case of additional features, you will be responsible to undertake UAT before accepting such updates to the Product.

The above modifications / updates / new features and patches for bug fixes and enhancements will be through releases by us and shall only be provided during the License Term. Relevant release notes will be shared with you, however, we shall exclusively own the intellectual property rights in such modifications/ updates/ new features and patches.

2.2. Troubleshooting for Technical Issues: This would cover

- a. Providing a helpdesk for support on queries/ technical issues raised by the you with respect to the Product's functions / process flows in accordance with the terms of this Order.

Note: You agree to be the first line of support to rectify any issues related to your infrastructure and only escalate to us if the issue pertains to the Product or our third-party cloud.

2.3. Managed Support:

- a. We will undertake data backup and archival activities on a third-party cloud

identified by us subject to the terms of this Order.

- b. We do not commit that any data which has been backed up or archived on third-party cloud identified by us will be made available on a request for the same. In case the data uploaded on the Product is deleted / destroyed for any reason then you will only be provided with the latest back-up as would be available on the third party cloud identified by us.
- c. You will be responsible for determining what data, needs to be retained on system(s) that are under your control.
- d. If your data (i.e., content uploaded and / or created by your Users who accesses and uses the Product) hosted on the third-party cloud identified by us exceeds 5 GB, then we reserve the right to levy additional charges for the same.
- e. Subject to clause 2.3.b. and 2.3.c. above, you need to intimate us either before or within 15 days after the expiry of the License Term in case any of your data stored using the Product is required to be returned to you.

Note:

- i. *We shall retain working papers, data log details, helpdesk query log details and any other information which is required to be retained in relation to this Order for our internal records as per our data retention and disposal policy. We reserve the right not to share or selectively share such information with you;*
- ii. *We are not responsible for any issues related to the performance, operation or security of the Services or the Product, which arise from your content or third-party content or services provided by any third parties. In this regard, you agree and understand that the Product and the Services have various dependencies and may be impacted by certain services and/or products provided by any third parties, which are beyond our reasonable control. In such events, we and you shall use reasonable best efforts to take all actions to make effective the Services contemplated under this Order, as promptly as practicable.*

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