SPECIFIC TERMS

1. The access to and use of the Product by Authorized User(s) shall be governed by the Terms of Use.

2. Notwithstanding any statutory and regulatory compliance as may be prescribed by relevant authorities from time to time, access to the Product by you or any third-party acting on your behalf shall not be for any internal, external or management audit or review, by whatever term the same may be called.

3. Product outage or downtime caused on account of: (a) fault or failure of: (i) internet infrastructure or public telecommunication network(s); or (ii) our, your or your Authorized User(s) computer system(s) or network(s); or (iii) third-party infrastructure(s); or (b) issues with third-party cloud service provider(s) infrastructure(s) where the Product may be hosted; or (c) scheduled maintenance; or (d) a force majeure event, shall not be considered as a breach of the Order.

4. You will be responsible for maintaining your statutory books of accounts and other registers or records as are required by various state and central acts or other statutory law or rules framed thereunder. We will not be liable for your non-compliance: (a) with any statutory or regulatory law; or (b) in your preparing, maintaining or filing any statutory or regulatory documents or returns with the relevant authorities on time.

5. You shall ensure that your infrastructure is capable of receiving the Product, which shall include, without limitation, ensuring, at all times, that your network and systems have the ability to continuously operate the Product. You shall be responsible for: (a) procuring and maintaining your network connections and telecommunication links from your systems to relevant data centers; and (b) for all losses and damages, which shall include, without limitation, delays or delivery failures, which arise from your network connections, telecommunication links or internet.

6. We will not accept any liability arising on account of you making any changes to your information technology environment as the same may impact the accessibility of the Product. Further, where the change in the information technology environment has been initiated by you the Service Levels will require fresh baselining which will be mutually agreed under a request for change.

7. While we undertake all reasonable security measures to build the Product, you and your Authorized User(s) shall be responsible for: (a) undertaking all necessary evaluations and security tests necessary before accessing the Product; and (b) maintaining reasonable security standards while accessing the Product.

8. We will not interact with any third party engaged by you or acting on your behalf and will not assume responsibility for their acts and omissions of such third parties.

9. In the event any third – party, contracted by you, accesses the Product, you will ensure that any of your arrangement(s) with such third – party does not prejudice or derogate our rights as set forth in this Order.

10. You shall be responsible for immediately informing us of any change in the nature of your business including, without limitation, any addition(s)/ deletion(s): (a) to existing entity/ branches; or (b) of software / services interacting with our Product which may have an impact on the same.

11. You and your User(s) acknowledge and agree that the Product does not constitute and should not be used for: (a) any opinion(s), attestation(s) or any other form of assurance(s);

(b) any attest services, reviews, reconciliations or audits; or (c) verification of any underlying supporting documents in respect of the data or information provided to us by you or your User(s). For the avoidance of any doubt, you and your User(s) expressly acknowledge and agree that the processing of data or information by the Product will not constitute an examination or review in accordance with the accepted auditing or attestation standards. Any discrepancy arising from Report(s) or Dashboard(s) generated by the Products shall not be attributable to us.

12. We will not undertake any implementation of financial reporting controls, processes or systems.

13. You must inform our Engagement Team of the names of your User(s) who will be authorized to access the Product on your behalf. You shall be responsible for maintaining a record of the User(s) who will have authorized access to the Product.

14. We will not be responsible for any modification, enhancement or extensions made to the Product which have not been developed by us or on our behalf.

15. One analytical script includes one analysis. Clubbing of multiple analysis into single analysis will be treated as multiple analysis

16. For standard KPIs, no customization in scripts would be done vis-à-vis our standard library scripts and would be implemented as it is. In event any change / customization is requested by you, same shall be considered as a customized KPI and be charged accordingly.

17. There shall be maximum 1 round of user acceptance testing (UAT) by you where your SPOC may share their testing input on draft output. Any change/modification suggested by Business Users or your IT team deviating from originally agreed functional logic will not fall under the scope of this project, however if there is a need for the same, it would be handled through a change request.

18. We will not be responsible for correcting data quality issues pertaining to data from source systems but shall be performing data hygiene check.

19. You will facilitate necessary access and understanding to its systems / ERPs for data structure understanding and any customisations related to analytics in scope.

20. Whilst we are performing the project management and building analytical model alongside dedicated support from your business representatives, your management team will share responsibility for the proposed approach, approval of the approach and steps to successfully implement such model.

21. Base tables from data sources/system required for in scope analytics shall be provided by your IT in the designated data storage (as per our defined data extraction guidelines) and such tables shall be available in same raw format as it is available in data source/system.