

## Dialer/IT Services-Contract Letter

### Terms and Conditions / SLA

Avyukta Intellicall

Consulting Pvt. Ltd.

Addressed :A-26,Vande

Matram Road,Near Kotecha

Building,Laxmi Naryan Vihar

Jaipur,Rajasthan,302029

(Being referred to as Second Party in the current contract) And

XYZ PVT. LTD. Addressed

City . State

(Being referred to as First Party in the current contract)

1. Avyukta Intellicall Consulting Pvt. Ltd (Second Party). will provide Dialer-CRM-IT Services Setup based Dialer Software Support / IT Consultancy to the XYZ PVT. LTD. (FIRST PARTY) consisting of Agent, Reporting and Admin modules of the standard software and would arrange a refund on a pro rata basis in case even after the 5th escalation, the issue/s is/are not resolved, Emails, CRM Entries , Recorded calls ( Kindly be informed that calls would/might be recorded for monitoring and quality purposes) and chat logs will/might be considered as legal documents in the same case for resolution efforts/escalations and/or 3rd party dependencies. 'Downtime' shall mean the duration of the Service Outage, calculated in aggregate number of hours in respective month. Downtime begins upon start of Service Outage and ends when the Trouble Ticket is closed by Avyukta Intellicall Consulting Pvt. Ltd (Second Party), verbally (only auditable)/phone (only auditable)/via ticketing system/CRM/email/RCA Mail. The time periods are calculated on basis on the amount of 'Downtime' per respective month and excluding the events covered under headings Exceptions to this SLA which shall not for the purposes of this SLA be included while measuring Downtime. Prorata basis money refund/service procurement shall be calculated on the basis of per hour rental cost for the end clients wrt Downtime emailed and as procured from electronically exchanged logs between both parties and in case the same is NA the same shall be treated as 100 INR/Hr.
2. Avyukta Intellicall Consulting Pvt. Ltd (Second Party). assumes that XYZ PVT. LTD. (FIRST PARTY) pertains all necessary legal documents/Compliances from local/national and international authorities /licenses and is the only party responsible for services being ran at/for concerned destination/s and their accordance/s / compliance/s whatsoever on legal grounds if any and that Avyukta Intellicall Consulting Pvt. Ltd (Second Party) shall not be held liable for any shortcomings of the same.
3. Avyukta Intellicall Consulting Pvt. Ltd (Second Party). assumes that XYZ PVT. LTD. (FIRST PARTY) adheres to all telemarketing policies and FTC compliance for abandoned calls and DND/Unsubscribe/Not Interested policies set by the local/destination specific telecom/other policy/ies/ Government Authorities.
4. Avyukta Intellicall Consulting Pvt. Ltd (Second Party). will be responsible for the 24X6 Support helpdesk for technical issues on the basis of the escalation matrix and support points mentioned in Annexure 2 and Annexure 5) (Subjected to change with time and support/sales/HR/Account/Management resources of the organization and may / may not be informed the customer / client / First Party as in the agreement) which forms as an integral part of the agreement and without which the agreement stands null and void.
5. XYZ PVT. LTD. (FIRST PARTY) agrees to pay an advance of the onetime setup installation and training charges ( if at all included in the commercial model of the XYZ PVT. LTD. (FIRST PARTY) wrt the email exchanges with concerned person from Avyukta Intellicall Consulting Pvt. Ltd (Second Party). ) or Higher varying with case-to-case excluding GST of 18 % (as per govt. norms) and agrees that the same is non-refundable , For worst case scenario refunds , the setup charges shall be adjusted as per a pro data basis policy of 500 INR/Seat/Day since the initial days of setup, installation and training requires maximum support hours for XYZ PVT. LTD. (FIRST PARTY) acclimatization and installation purposes. For the

rest of the refunds accounts shall be adjusted on a pro rata basis based on XYZ PVT. LTD. (FIRST PARTY)'s usage in case even after 5th escalation client queries are unattended/unresolved wrt the chat logs and email exchanges.

**6.** XYZ PVT. LTD. (FIRST PARTY) agrees for Non-poaching with employees / resources / affiliates / partners / vendors / channel partners associated directly/indirectly with Avyukta Intellicall Consulting Pvt. Ltd (Second Party), during the period of usage of services availed by Avyukta Intellicall Consulting Pvt. Ltd (Second Party). ) and for a period of two (2) years from the date of termination of using the services from Avyukta Intellicall Consulting Pvt. Ltd (Second Party). ) . XYZ PVT. LTD. (FIRST PARTY) also agrees not to solicit any employee or independent contractor of the Company on behalf of similar or any other business / business enterprise, nor shall FIRST PARTY COMPANY NAME (FIRST PARTY) induce any employee or independent contractor associated with the Company to terminate or breach an employment / contractual or other relationship with Avyukta Intellicall Consulting Pvt. Ltd (Second Party)

**7.** XYZ PVT. LTD. (FIRST PARTY) agrees for the one month emailed notice as a request for the termination of the services to the Avyukta Intellicall Consulting Pvt. Ltd (Second Party). in case of using any Rental/EMI/Other OPEX based model services being used through Avyukta Intellicall Consulting Pvt. Ltd (Second Party). In all cases of editing in the number of seats the FIRST PARTY COMPANY NAME (FIRST PARTY) agrees to share an email on payments@dialerindia.com for the same without fail to avoid any confusions and so that the IT Consultancy amount wrt the number of seats is auditable and can be backtracked.

**8.** In cases of Opex Models where a Security cheque is given by the client against security of Hardware/Software provided / procured by Avyukta Intellicall Consulting Pvt. Ltd (Second Party). , Avyukta Intellicall Consulting Pvt. Ltd (Second Party). agrees to refund the security cheque of the XYZ PVT. LTD. (FIRST PARTY) to the XYZ PVT. LTD. (FIRST PARTY) in lieu of all payment clearances after the notice period have been requested by XYZ PVT. LTD. (FIRST PARTY) in a timely manner as mentioned in point (7).

**9.** XYZ PVT. LTD. (FIRST PARTY) agrees to pay all taxes as applicable.

**10.** XYZ PVT. LTD. (FIRST PARTY) agrees that Avyukta Intellicall Consulting Pvt. Ltd (Second Party). has all rights to disable XYZ PVT. LTD. (FIRST PARTY) ,s setup /installation/license in case of non-payments or delayed payments after multiple (2 X emailed +2 X Telephony) reminders, Root Passwords of the software shall only be provided once the XYZ PVT. LTD. (FIRST PARTY) is on a Capex based Model and not on recurring payment slots , Once the payment for the capex based model the XYZ PVT. LTD. (FIRST PARTY) is completed/complete or/and there is a no outstanding/credit for/of XYZ PVT. LTD. (FIRST PARTY) with Avyukta Intellicall Consulting Pvt. Ltd (Second Party). , Avyukta Intellicall Consulting Pvt. Ltd (Second Party). agrees to provide the passwords to XYZ PVT. LTD. (FIRST PARTY).

**11.** XYZ PVT. LTD. (FIRST PARTY) agrees that Avyukta Intellicall Consulting Pvt. Ltd (Second Party). Shall not be liable for any false commitments set by Reseller/Consultant/Affiliate/BDM/Support/Sales/Accounts Team affiliated with Avyukta Intellicall Consulting Pvt. Ltd (Second Party)., For any confusion in any technical or commercial domain, XYZ PVT. LTD. (FIRST PARTY) is requested to clear and confirm the queries with Avyukta Intellicall Consulting Pvt. Ltd (Second Party). Proactively in a written manner on following email id: accounts@dialerindia.com and/or payments@dialerindia.com

**12.** XYZ PVT. LTD. (FIRST PARTY) agrees that all licenses legally required for company / call center operations have been acquired by the XYZ PVT. LTD. (FIRST PARTY) and in no case Avyukta Intellicall Consulting Pvt. Ltd (Second Party). Shall/may be responsible/held responsible for shortage of any licenses/licensing including FEMA/VAT/Service Tax /GST/VAT/PF/Labor Laws/OSP/Import Export/STPI/ISO/TDS/Any other local/government related compliance/s, Final disputes are subjected to Jaipur Jurisdiction only.

**13.** XYZ PVT. LTD. (FIRST PARTY) agrees that Avyukta Intellicall Consulting Pvt. Ltd (Second Party). would not provide the internal / root password / access / internal access to the XYZ PVT. LTD. (FIRST PARTY) until the XYZ PVT. LTD. (FIRST PARTY) runs on the Opex model whereas in the case of capex-based models, Avyukta Intellicall Consulting Pvt. Ltd (Second Party). Shall provide the internal access / root password / access only once the payment terms are complete. XYZ PVT. LTD. (FIRST PARTY) agrees that this electronically signed document with confirmer IP and other details acts as an integral legal document between both parties.

**14.** Both Parties in XYZ PVT. LTD. (FIRST PARTY) and, Avyukta Intellicall Consulting Pvt. Ltd (Second Party). agree that the competent authority / court at Jaipur shall have jurisdiction in the matter of any legal Proceedings. This Agreement will be binding on the Parties and their respective successors and permitted assigns. This Agreement may not be modified or amended except in by writing by mutual consent of both the Parties.

**15. No Indemnity:** Avyukta Intellicall Consulting Pvt. Ltd (Second Party) shall NOT /NOT keep the XYZ PVT. LTD. (FIRST PARTY) partially/fully indemnified against any actions, claims, proceedings, costs, damages and/or any legal/financial/accounting/operational/sales/marketing cost/s or other expenses and/or losses incurred and/or suffered by the XYZ PVT. LTD. (FIRST PARTY) arising directly or indirectly out of or in relation to: (a) any breach of any terms of this Agreement (including but not limited to any claim or action by a third party alleging infringement of any intellectual property rights/other cost/s of such third party); or (b) any claim by third party (including without limitation claims by any employee or agent of

**16. All Networking/local networking/Data Security/Network Security/Agent PC/Server/Firewall/UTM/UPS** setup to be completely a KRA (Key responsibility area) of the XYZ PVT. LTD. (FIRST PARTY). Any support/advice/access/remote access /Port forwarding/Public IP Access/Network access/suggestion from Avyukta Intellicall Consulting Pvt. Ltd (Second Party). shall/may/can only be made available merely on a relationship model / service rendering / timelines / time constraint to meet due deadline/s for technology procurement and thus Avyukta Intellicall Consulting Pvt. Ltd (Second Party) shall not be liable for any security lapse in the system/network/office. XYZ PVT. LTD. (FIRST PARTY) holds all rights to deny access during any instance in case of any expected security threat from any FIRST, SECOND OR THIRD PARTY ENTITIES/PARAMETERS irrespective of any possible downtimes / revenue loss / operational loss / functionality loss / time constraint /deadlines, Securing network infrastructure is a complete responsibility of the FIRST PARTY COMPANY NAME (FIRST PARTY) and Avyukta Intellicall Consulting Pvt. Ltd (Second Party) will have no role to play in the same whatsoever on premised/ hosted/cloud based infrastructure once the login details are provided.

**17. In case of combo solutions** XYZ PVT. LTD. (FIRST PARTY) agrees that Avyukta Intellicall Consulting Pvt. Ltd (Second Party) is only acting as a reseller/support arm/outsourced technology partner for the end vendor/parent company/affiliate/channel partner and is only responsible for providing technical support/up sales/cross sales / relationship management for/On behalf of the end vendor/parent company/affiliate/channel partner and has all rights to escalate case/s or/and receive payment/s to/in favor of the end vendor/parent company/affiliate/channel partner and/or connect XYZ PVT. LTD. (FIRST PARTY) with end vendor/parent company/affiliate/channel partner.

**18. XYZ PVT. LTD. (FIRST PARTY)** agrees that Avyukta Intellicall Consulting Pvt. Ltd (Second Party). is only a technology provider for the XYZ PVT. LTD. (FIRST PARTY) and has no interference / role /concern with process /campaign / operation/ practice/s undertaken by the XYZ PVT. LTD. (FIRST PARTY) using the technology /software / IT Consultancy. XYZ PVT. LTD. (FIRST PARTY) would be the only party responsible for all process / operational / managerial activities undertaken by the XYZ PVT. LTD. (FIRST PARTY)

**19. XYZ PVT. LTD. (FIRST PARTY)** agrees that Avyukta Intellicall Consulting Pvt. Ltd (Second Party). has all rights to keep chat logs/email logs/call logs/call recordings of communication/s / interaction/s with XYZ PVT. LTD. (FIRST PARTY) / or its entities/resources for quality/monitoring/backtracking/escalations and/or training purposes.

**20. XYZ PVT. LTD. (FIRST PARTY)** agrees that Avyukta Intellicall Consulting Pvt. Ltd (Second Party) shall not be deemed negligent, liable to pay / liable to refund /at fault / liable in any respect for any delay, interruption, non-payment, non-delivery or failure in terms of performance, delivery, accomplishment or payment hereunder resulting from fire, flood, water, the elements, explosions, acts of God, war, accidents, company disputes, part/full stake/share selling, labor disputes, government/authority/competitive authority restriction/s , legal disputes/ orders / strikes, shortages of equipment/s, resources ,HR / Partners / Management / Director/s / Financial Loss / Concerned employees/Consultant/s/Suppliers or other causes beyond the reasonable control of the Parties delayed or prevented from performing/paying/delivering/rendering services/products. The concerned person shall be treated as a Single Point of Contact for payment follow ups and regular coordination.

**21. XYZ PVT. LTD. (FIRST PARTY)** agrees to have a timely and self-dependent backup system and that Avyukta Intellicall Consulting Pvt. Ltd (Second Party). has no role to play in the same. All recordings / database / Reports / Leads have to be backed up by XYZ PVT. LTD. (FIRST PARTY) in order to cater to any/all possible discrepancy/ies related to power/server/data/client machine / agent machine / hosted server / cloud server / network / device / power infrastructure.

**22. XYZ PVT. LTD. (FIRST PARTY)** agrees that for All hardware/s and software/s and for all product/s / service/s provided / procured by Avyukta Intellicall Consulting Pvt. Ltd (Second Party). through / via channel partner/s/affiliates/client/s/reference/s all warranty / ies / guarantee / s / invoice / s , All responsibility / ies for dispute settlement/s , payment/s , direct payment/s , indirect payment/s , service/product delivery/ies , shall

be with RAAS TECH PVT. LTD. Direct payment/s / Vendor payment/s , Payment/s for all such products and / or services can also be done directly by the XYZ PVT. LTD. (FIRST PARTY) to the authorized channel partner/s/affiliates/client/s/reference/s all warranty / ies / guarantee / s / invoice / s once authorized and/or approved by Avyukta Intellicall Consulting Pvt. Ltd (Second Party)

**23.** User / Partner agrees to share physical infrastructure if / as applicable , such as software , IT Infra , server , hosted servers , billing platforms , telecommunications networks, power grids, or transportation systems wrt following terms :

**24.** Ownership and Access Rights: Specifies all parties co-own the infrastructure and allows the rights of each party to partially access and partially use it. This includes the terms under which partial access is granted, such as maintenance schedules, outage notifications, and emergency access.

**25.** Under due Compliance with Laws of the land and Regulations over the infra sharing : User / Partner ensures that the usage complies with relevant laws, regulations, TPC compliance which shall be solely customer responsibility and KRA along with industry standards governing the use

**26.** XYZ PVT. LTD. (FIRST PARTY) agrees that secured remote access/access shall only be provided to Avyukta Intellicall Consulting Pvt. Ltd (Second Party). / Its official entities/resources only when required and that the disconnection of the secured access / remote access is the integrated responsibility/KRA of the XYZ PVT. LTD. (FIRST PARTY) or its entities / resources / IT Team / IT personnel. Access requests to be only entertained / agreed / approved in a written / documented format. For maintaining secured LAN / WAN / MAN and the telephony infrastructure / system / environment XYZ PVT. LTD. (FIRST PARTY) agrees to have a Firewall / UTM / Secured Network with ONLY authorized access permissions and also disable (unsolicited / un required) international calls/ premium numbers / High tariff numbers in the telephony network , set an affordable credit limit for/with/from all telecom operators concerned and treat the same as an integrated key responsibility of XYZ PVT. LTD. (FIRST PARTY) ONLY and Avyukta Intellicall Consulting Pvt. Ltd (Second Party). shall have no role to play in the same whatsoever.

**27.** Travelling / Lodging and Boarding charges of the engineer to be borne by client as per actual post mutual agreement of both parties in XYZ PVT. LTD. (FIRST PARTY) & Avyukta Intellicall Consulting Pvt. Ltd (Second Party) apart from the agreed charges for on Site engineer arrangement.

**28.** XYZ PVT. LTD. (FIRST PARTY) agrees to submit 1 X photo ID proof + Company MOU + 1 X Government approved ID proof to Avyukta Intellicall Consulting Pvt. Ltd (Second Party) as per the government KYC norms for safety, security, understanding, enabling service delivery from Avyukta Intellicall Consulting Pvt. Ltd (Second Party) , Avyukta Intellicall Consulting Pvt. Ltd (Second Party). shall not be responsible for any delay / failure of non-submission of the required document/s from the XYZ PVT. LTD. (FIRST PARTY)

**28.** All conversations from following domains shall be considered as directly coming from Avyukta Intellicall Consulting Pvt. Ltd. [www.dialerindia.com](http://www.dialerindia.com) , [www.dialerindia.in](http://www.dialerindia.in) , [www.avyukta.in](http://www.avyukta.in) , [www.callcentervoipdialer.com](http://www.callcentervoipdialer.com) , [www.avyuktacrm.com](http://www.avyuktacrm.com)