

## Support Policy

Sankalp endeavours to provide the highest levels of customer support and service. We use our own products in providing our support, so it is in our best interests to show that these products are up to the challenge.

This Maintenance and Support Policy applies to existing software customers who have purchased products or Services from Sankalp.

### Definition of Terms

#### Product

A software program developed by Sankalp and sold as a "System", "Software" or a "Customized Software".

#### Support

Assistance given via phone, fax, email, online-chat or through our website.

#### Free Support

In order to help you get up and running smoothly Free Support (As stated in the sales process) includes but limited both support and maintenance for Duration from your initial purchase with Sankalp Software.

#### Operational Support

Support of a non-technical nature e.g. "how do I" questions, relating to a supported Sankalp Software product.

#### Technical Support

Support that includes bugs, program errors, installation and anything not covered by the online help or instructional videos, in direct relation to a supported Sankalp Software product.

#### Defect

Means any undesirable facet of the application that would require changes to the product documentation or to the functionality or behaviour of the product itself.

#### Licensed

Means to have submitted and paid the registration fee to Sankalp or to have an equivalent agreement with Sankalp.

Add-on

An additional program that was developed to add functionality to one or more products.

Upgrade

A new major version release of a supported Sankalp Product.

Update

A new Minor version or Revision version release of a supported Sankalp Product.

Version

A number that uniquely identifies an edition of a supported Sankalp product. In the format of "Major. Minor. Revision".

Normal office hours

Sankalp's normal office hours are Monday-Saturday 9:30 AM to 6:00 PM IST (Indian Standard Time), excluding Indian public holidays.

Response time

Response time depends on problem, but normally it will be responded to within one (1) business day of receipt.

Sankalp will respond to technical support enquiries by email or telephone. When submitting a Call, an indication will be given as to how long it will be before a Sankalp support specialist can attend to your request.

Service access

Support is available by lodging a support request on the mail: support@sankalptech.com or by Phone (020) 26127947. Priority is given to our customers on maintenance. After that, priority is given to those calls logged via email.

Sankalp reserves the right to limit each telephone call to half an hour and to limit each call to one incident, which is defined as a

single support issue or question. Sankalp may also limit or terminate support service to a customer who uses the service in an irregular, excessive, abusive or fraudulent manner. Terms, conditions, support features, procedures, pricing and support availability are subject to change at any time without notice.

#### Service Availability.

Service availability may occasionally deviate from stated hours due to downtime for systems and server maintenance and observed Indian public holidays. Sankalp cannot guarantee that you will not experience some delay in having one of our technical support consultants answer your query - as call volumes fluctuate so too will response time.

#### Support Topic Limitations.

Inquiries are limited to the following Sankalp product areas: installation, upgrade assistance, basic usability and basic functionality, as described in product documentation or online help. Sankalp does not claim to resolve connectivity issues caused by third-party services, service providers, operating systems, hardware or other software, or networking problems. The determination of the nature of your query for these purposes will be made by our technical support consultants.

#### Updates and Upgrades.

Your Annual Maintenance agreement entitles you to any updates without charge, if such updates become available during the term of your subscription. Sankalp does not warrant that there will be any updates to the Sankalp software during the maintenance term.

Upgrades to the latest version are not included under annual maintenance and are chargeable (at a reduced price). Any updates and/or upgrades will be available for download from our website only.

#### Maintenance and Support Terms

Maintenance and Support is provided and billed in 12 month increments (each a "Maintenance and Support Term"). The initial

Maintenance and Support Term begins from the initial purchase date and ends 12 months later.

The Free initial Maintenance and Support Term is as per our current sales agreement.

For subsequent Maintenance and Support Terms, you will be invoiced 14 days prior to the end of your current Maintenance Support Term, for Maintenance and Support fees at Sankalp Software's then current rates.

#### Cover

The Maintenance and Support agreement includes all operational and technical support and all updates during the Maintenance and Support Term. Upgrades are an additional charge.

#### Exclusions

The Maintenance and Support agreement excludes enhancements and site specific modifications outside the development schedule.

Sankalp Software has the right to refuse support and/or maintenance to anyone we deem, on the basis of outstanding payments, being rude or swearing, or any other reason we feel violates the nature of our business.

Sankalp also reserves the right to not renew support/maintenance agreements.

#### Calculation of Maintenance and Support Term Fees

The annual Maintenance and Support Fee is calculated at 20% of the total Retail price of the product, no matter when they were purchased.

#### Renewal and Payments

You will be automatically sent an invoice via email for the annual Maintenance and Support Term fee.

Sankalp Software makes every effort to provide you with an invoice and notice of renewal 14 days prior to the end of each Maintenance and Support Term (anniversary date), however, it is your responsibility to note this date and to keep us informed of the email address of the primary contact for your business, so that we can reach you.

If payment is not received within 14 days of the invoiced date, then it will be assumed that you do not wish to renew and your annual maintenance will be terminated and a reinstatement fee charged should you wish to resume the agreement.

### Reinstatement Fee

If you terminate Maintenance and Support or fail to pay the renewal fee within 14 days of the invoiced date, and you later wish to reinstate Maintenance and Support, a fee equal to 50% of all the total current retail price of all Sankalp Software supported products (i.e. your 20% annual maintenance fee PLUS an additional 30% reinstatement fee) will be charged.

### Non-Maintenance Agreement Support

Sankalp Software will still offer support to customers not on a current Maintenance and Support Term agreement at the following charges: INR 2000/- per incident.

Payment must be paid before any support is given. In the event that we cannot resolve your call, 50% of the fee will be refunded.

### Other Services Rates

Sankalp Software also offers these services at the following rates:

- 1) Custom Report Development (Crystal Reports) – 2000/-
- 2) Custom Report Development (ASP / ASP.net) (min. charge) - 2500/-
- 3) Custom Program Development per programmer requested per Day. (min. 1 Day)- 2000/-Per man days.

## Revisions to Policy

Sankalp Software may revise this policy from time to time by posting the revisions and using reasonable means of notifying you of the revision, including posting notice of the date last modified on this page or e-mail. However, if Sankalp chooses to revise the policy, the revision will not materially alter the level of support you are entitled to receive during your then current Maintenance and Support Term.

For any revision that will materially alter the service in an upcoming Maintenance and Support Term, Sankalp will provide advance notice of the change or provide you with additional time to decide whether or not to renew Maintenance and Support.

Sankalp Software reserves the right to discontinue support for its Software at the end of any Maintenance and Support Term, or immediately if customer fails to make timely payment of Maintenance and Support fees.