



bayestree

IMPLEMENTATION OF SAINAPSE @PRAGUE

LICENSE AND IMPLEMENTATION COST QUOTATION

10 October 2019

BayesTree Intelligence Inc

VERSION CONTROL

CHANGE REQUEST #	DOCUMENT VERSION	APPROVAL DATE	MODIFIED BY	SECTION, PAGE(S) AND TEXT REVISED	APPROVED BY
	V01	21 st June 2019	Ravi Sathya		Girish Koppar

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Table of Contents

VERSION CONTROL	1
1. Background.....	3
2. Assumptions	3
3. Commercials	3
4. Fees and Payment Terms	3
4.1. Annual License Fee.....	3
4.2. Implementation Services Fee.....	4
4.3. Invoicing	4
4.4. Implementation Service Location	5
4.5. Validity of Offer	5

1. Background

This quotation is submitted by Bayestree Intelligence Inc. (hereinafter “Bayestree”) to GDC Dimension Data Pvt. Ltd (hereinafter “Licensee” or “Customer”).

Subsequent to a successful implementation of Sainapse™ to its Bangalore Service Desk operations, Customer has requested Bayestree to provide indicative license and implementation cost quotation for implementing Sainapse to its Prague Service Desk operations. The focus use case served under this implementation is :

- Generate tickets in ServiceNow based on e-mails sent by clients of Customer

Contact Person Bayestree	Ravi Sathyanarayana: ravi.sathyanarayana@bayestree.com
Contact Person Customer	Akshatha Naresh: Akshatha.Naresh@dimensiondata.com

2. Assumptions

Following are the assumptions under which this quotation was developed for customer review.

- On an average there are 5500tickets (Five thousand five hundred) served per month by the Prague Service Desk team
- Service Desk is in the city of Prague and the Service Desk will support only tickets in the German language
- The functionality of the Sainapse Email integrated application is assumed to be the same as implemented for the Bangalore Service Desk of DDPL Business Unit
- All travel, accommodations and incidentals to Prague or any other location outside of India will be arranged by Customer or upon prior approval billed at actuals to customer by Bayestree.
- License Term and Commencement Date: THREE (3) years commencing from 19th March, 2019
- Deployment Model: is on Customer Cloud / On-prem
- An EULA and Implementation SOW will be worked out and signed between Customer and Bayestree

3. Commercial

The Implementation Services to be delivered to Customer under this quote is in alignment with the SoW developed jointly with Customer. The SoW consists of the detailed scope including in and out of scope items, timeline, deliverables, assumptions, risks and acceptance criteria

4. Fees and Payment Terms

4.1. Annual License Fee

Product Description	Number of Units	Annual License Fee (USD)		
		Year 1	Year 2	Year 3
1. Sainapse v 1.8 – Generation	40000	\$150,000	\$210,000	\$210,000

4.2. Implementation Services Fee

Implementation Service Fees, excluding taxes, excluding travel costs (costs of travel, accommodation and expenses) but including travel time are:

Milestone	Payment %	Amount USD (Excl. Tax)
Preparation and mobilisation	10%	2200
Installation and Training of ML model	30%	8600
ML tuning and testing	30%	8600
Cut over and deployment	20%	5400
Post go live support	10%	2200
Total		27000

Payment terms are net thirty (30) days from date of Bayestree's invoice

Bayestree reserves the right to apply late payment interest of 1.5% per month. Further in the event that the Licensee defaults in making payment beyond the payment due date, Bayestree shall have the right to suspend the Services without incurring any liabilities. Any applicable direct pay permits or valid tax-exempt certificates or documents for claiming any tax benefit must be provided to Bayestree prior to the execution of this SoW. Licensee understands that such tax benefit is subject to Licensee abiding by relevant requirements including the timelines as prescribed under the applicable law. In case Licensee deducts Withholding Taxes ("WHT") then this should be as per applicable Tax Laws. Licensee shall issue necessary Withholding Tax Certificate to Bayestree, towards WHT deducted, within the timeliness as prescribed by the law, failing which Licensee shall pay to Bayestree, the amount of WHT deducted in accordance with the SoW.

4.3. Invoicing

Bayestree will mail invoices to the following Customer address:

GDC Dimension Data Private Limited,
Milestone Buildcon SEZ,
North wing 11, 12 and 13 Floor, Block 2, BCIT,
Chokkanahalli Village, off. Thanisandra Main Road,
Yelahanka, Bangalore – 560 064

4.4.Implementation Service Location

Customer location identified in the Product Order Form will be considered the location of Customer's receipt of Implementation Services provided hereunder. Customer understands that the calculation of Taxes may be affected by this receipt of Service Location. With prior notice Bayestree may also deliver this Implementation Service remotely from its Consultants' base location.

4.5.Validity of Offer

The validity of this offer will expire on 30th July 2019, unless extended in writing by Bayestree.

Accepted by

GDC DIMENSION DATA PRIVATE LTD

BAYESTREE INTELLIGENCE INC.

_____ [signature]

_____ [signature]

By: _____

By: GIRISH KOPPAR

Title: _____

Title: CHIEF OPERATING OFFICER

Date:

Date: 26th March, 2019