**DATE:** 2022-12-02

**CUSTOMER AGREEMENT**

**BETWEEN:**

**PINNACLE TECHNOLOGIES**

**AND**

[●]

**SWARGHAM TRUST**

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**CUSTOMER AGREEMENT**

This **Customer agreement** is made and entered on this 30 July 2022 Friday by and between:

**PINNACLE TECHNOLOGIES**, a Company incorporated under the Companies Act, 2013 having its office at PARIRAJ COMPLEX UDUPI, hereinafter referred to as ‘Pinnacle’ which expression shall unless repugnant to the meaning and context include its successors, subsidiaries and group companies and permitted assigns.

AND

SWARGHAM TRUST, having address at SWA ADDRESS NEW (hereinafter referred to as ‘Customer’) which expression shall unless repugnant to the meaning and context include its successors and permitted assigns.

Pinnacle and Customer shall collectively be called as “Parties” and individually as “Party”

This Customer Agreement (this “Agreement”) contains the terms and conditions that govern Customer access to and use of the Software (as defined below).

**WHEREAS**

Pinnacle has developed and made available proprietary Software called SWA SHAKTHI SHG (hereinafter referred to as ‘SWASHAKTHI’) that can be used for managing Self Help Groups and other such activities carried out likely by a NGO, etc. more described under Software. Customer has shown interest in using the said Software and parties sign this document to reflect the understanding.

# DEFINITIONS

* 1. “Agreement” means the terms and conditions of this agreement along with its Annexures, acceptable use policy and privacy policy.
  2. “Acceptable Use Policy” means the policy relating to use of SWASHAKTHIsoftware shared with Customer and as it may be updated by Pinnacle from time to time.
  3. “Account Information” means information about the Customer and users that is provided to Pinnacle in connection with the creation or administration of Customer SWASHAKTHI account. Account Information includes names, usernames, phone numbers, email addresses and billing information associated with Customer SWASHAKTHI account.
  4. “Affiliates” with respect to any entity means, any other entity Controlling, Controlled by or under common Control with such entity as of the Effective Date or thereafter.
  5. “Authorized User” shall mean Customer’s employees, agents, contractors or any third parties approved and authorized by the Customer who needs to use the Software in performance of their duties for Customer and/or affiliates.
  6. “Pinnacle Confidential Information” means all nonpublic information disclosed by Pinnacle, its business partners, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Pinnacle Confidential Information includes: (a) nonpublic information relating to Pinnacle or its affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that Pinnacle are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between Customer and Pinnacle or its affiliates. Pinnacle Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to Customer at the time of Customer receipt from Pinnacle ; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by Customer without reference to Pinnacle Confidential Information.
  7. “Pinnacle Content/documentation” means Content Pinnacle makes available in connection with the Services or on the SWASHAKTHI Site / mobile app to allow access to and use of the Services, and all information including but not limited to user manuals and product specifications provided by Pinnacle.
  8. “Pinnacle Marks” means any trademarks, service marks, service or trade names, logos, and other designations of Pinnacle, including SWASHAKTHI that Pinnacle may make available to Customer in connection with this Agreement.
  9. “SWASHAKTHI Support information” means all the information including FAQ’s and other support documents that will be shared time to time by Pinnacle that helps the Customers use SWASHAKTHI Software and that information that may be updated by Pinnacle from time to time.
  10. “PinnacleSite” meanswww.pinnaclemedia.in or www.swashakthishg.com and any related site designated by Pinnacle.
  11. “Content” means software (including machine images), data, text, audio, video, or images.
  12. “Policies” means the Acceptable Use Policy, the Pinnacle Web Site Terms, privacy policy, the Trademark Use Guidelines, and any other policy or terms referenced in or incorporated into this Agreement.
  13. “Privacy Policy” means the privacy policy of SWASHAKTHI as it may be updated by Pinnacle from time to time.
  14. “Software” means the SWASHAKTHI Software, an application to run the SHG and other related processes of an NGO smoother daily and digitally. **The details of the Software its, functionalities and Modules, its uses and Limitation have been shared and explained with the Customer prior to entering into this agreement.**

# GRANT OF USE RIGHTS

* 1. Pinnacle provides the Customer the right to use Software. The right to use is limited as per the terms of this agreement and is revocable, non-exclusive, non-sub licensable, and non-transferrable. All licenses granted to Customer in this Agreement are conditional on Customer continued compliance with this Agreement, and will immediately and automatically terminate if Customer do not comply with any terms or conditions of this Agreement.
  2. Customer Account: Pinnacle will create server instance with Admin Login access for customer to access the Software. Customer’s designated employees will control this Admin access and one or more such individuals will be the only responsible person to create other Authorized persons login or access ids. Authorized person can download mobile app from access link provided by Pinnacle and install in their mobile phones. At the time of registration, Customer shall be required to share information which may include personal information including but not limited to information regarding Customer’s name, location, and other relevant details. Customer agrees that any registration information provided by the Customer shall always be accurate, correct and complete.
  3. Customer will inform Pinnacle and keep informed Pinnacle in case of any change the Name of the Master user Account manager and changes in his contact details from time to time. All data fed to Customer account is available to the Admin users. Admin user can set the data access controls and keep information filtered as per the features provided in Software and duly explained to the Customer. Every Authorized user has to create unique log id and passwords as per the specifications. Customer and every Authorized user can login only using the said User id and Password. Customer is duty bound to ensure the confidentiality of User name and password.
  4. Customer is solely responsible for all activities that occur under Customer account, regardless of whether the activities are undertaken by Master User or other Authorized Users. Pinnacle is not responsible for unauthorized access to Customer account by any third party due to any theft of access devices or other intrusions. Customer should contact Pinnacle immediately if it believes an unauthorized third party may be using Customer account or if Customer account information is forgotten or stolen.
  5. Support. If Customer would like Pinnacle support for the Services other than the support Pinnacle generally provide to other users of the Services without charge, the same has to be agreed with details and additional charges.
  6. Pinnacle makes constant endeavor to improve the features of the Software and make it more convenient and useful. Pinnacle listens to Customer demands and requests and makes suitable changes to the Software / API or UI from time to time. In the event that the Pinnacle launches new updates/upgrades of the Service, the Customer may subscribe to such upgrades/updates. Some of these changes are provided to all Pinnacle’s customers free of cost. When Pinnacle makes changes or discontinues, or deprecates any of the features or functionality of the Software, Pinnacle will intimate the same to all Customers from time to time. Pinnacle however, will use commercially reasonable efforts to continue supporting the previous version of any Software/ API / UI changed, discontinued, or deprecated for 2 months after the change, discontinuation, or deprecation. In case Customer chooses not to update/upgrade, certain features or functionality may not be accessible to such Customer.
  7. However, in those instances like if the earlier versions would pose a security or intellectual property issue, or is economically or technically burdensome, and / or is needed to comply with the law or requests of governmental entities, Pinnacle may discontinue such supports immediately.

# DATA STORAGE

* 1. Pinnacle has taken the services of AWS (herein referred to as Amazon Web Services) cloud services. All the Customer data is getting stored in AWS cloud. Pinnacle believes that AWS has implemented reasonable and appropriate measures designed to help Customer secure Customer Content against accidental or unlawful loss, access or disclosure and available security for the safety of the Content. Cloud storage policies of AWS is available at [https://aws.amazon.com/](https://azure.microsoft.com/en-in/overview/security/) However, Pinnacle is not giving any guarantee or assurance about such third-party cloud service provider services. Customer may wish to know about AWS data security practices relating to its cloud services. Pinnacle shall not be responsible in any manner for any failure/ defect in such third-party services.
  2. Pinnacle generally do not access Customer Content except as necessary to maintain or provide the Service, or as necessary to comply with the law or a binding order of a governmental body. Pinnacle will not disclose Customer Content to any Government or third party unless it is ordered as per the provisions of law. Pinnacle may use Customer Account Information in accordance with the Privacy Policy and Customer hereby consents such uses.

# CUSTOMER COVENANTS

* 1. Customer is solely responsible for the safety of Admin Account and User Account login passwords. Customer is solely responsible for the development, content, operation, maintenance, and use. Customer will be solely responsible for all permissions given in relation to all User account. Customer should ensure that Authorized Users comply with the obligations under this Agreement and that the terms of this agreement. If Customer become aware of any violation of Customer obligations under this Agreement by an Authorized User, Customer is bound to immediately terminate such Authorized User’s access to the Content and to the Software.
  2. Customer shall maintain Pinnacle Confidential Information completely confidential and use only for the purpose it is shared.
  3. Customer is responsible for providing training to its employees and Authorized Users on how to install and use the SWASHAKTHI mobile app, how to create user account and how to feed data, and all other features of the Software. Unless otherwise agreed Pinnacle will not provide any support or services to Authorized Users unless Pinnacle has a separate agreement with Customer obligating it to provide support or services. Pinnacle Support that it provides is detailed in Schedule-2.
  4. Customer agrees not to use the Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this agreement or act fraudulently or maliciously, for instance, by hacking into or inserting malicious code, including viruses, or harmful data, into the hardware. Customer also agrees not to transmit any material that is defamatory or offensive and not to use the Service in a way that could damage, disable, overburden, impair or compromise the Services of the Pinnacle.
  5. Risk of Exposure: Customer recognizes and agrees the risk involved in online storage of data. Customer is also required to keep the login id and password confidential and obey best practices to minimize the risk. Pinnacle offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.
  6. Data Accuracy: Pinnacle shall have no responsibility or liability for the accuracy of data uploaded to the System by Customer, including without limitation Customer Data and any other data uploaded by Authorized Users.
  7. Data Deletion: Pinnacle may permanently erase Customer Data if Customer’s account is delinquent, suspended, or terminated for 30 days or more.
  8. License Restrictions: Neither Customer nor any Authorized User may use the Software in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any Authorized User may, attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Software (b) reverse engineer, disassemble, or decompile the Software or apply any other process or procedure to derive the source code of any Software included in the Software, (c) access or use the Software in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Software.
  9. Customer agree that it will follow the Pinnacle Policies including Acceptable Use Policy.

# FEES AND PAYMENT

* 1. Pinnacle will invoice customer as per the payment and pricing terms set forth in Schedule-1. The same should be paid within fifteen days from the date of invoice. Pinnacle charge for the use of SWASHAKTHI based on the number of SHG Groups that Customer creates under the Customer Account. The details of the rates and fees are mentioned in Schedule-1 of this agreement. The same is subject to change and the same will be agreed in writing. The fee mentioned in Schedule-1 is applicable only for a period of 12 Months. Unless agreed otherwise the same is subject to an upward revision of 10% after completing 12 months from the date of the agreement. The fee will be changed in the subsequent year based on the SHG’s increased/decreased during the first year of subscription.
  2. In the following year on year, Customer will be priory notified before the date of expiry to make the subsequent years payment within a stipulated period of time. On defaulting on such obligation Pinnacle has the right to suspend services until the payment has been made.
  3. **Taxes**: Customer shall be responsible for and shall pay directly, any and all taxes relating to the performance of this Agreement and the use of the Software. All amounts payable hereunder shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on Pinnacle’s income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of related services.

# INTELLECTUAL PROPERTY

* 1. Pinnacle retains all rights, title and interest in the Software and associated intellectual property rights therein including without limitation all software used to provide the Offerings and all graphics, user interfaces, Pinnacle marks and logos reproduced through the Software. This Agreement does not grant Customer any intellectual property license or rights in or to the Software or any of its components. Customer recognizes that the Software and its components and associated documents including SWASHAKTHI Support information, information provided by Pinnacle are protected by copyright and other laws, and Customer acknowledges that it neither owns nor acquires any rights in any of the foregoing. Customer hereby agrees to refrain from any action that would diminish such right.
  2. Customer agrees not to sub-license, rent, lease, adapt or vary or modify the Software provided by the Pinnacle or the documents.
  3. If Customer provide any Suggestions to Pinnacle in relation to the Software, Pinnacle will own all right, title, and interest in and to the Suggestions, even if Customer have designated the Suggestions as confidential. Customer hereby irrevocably assigns to Pinnacle all right, title, and interest in and to the Suggestions and agree to provide Pinnacle any assistance that may require to document, perfect, and maintain their rights in the Software duly modified based on those suggestions. Pinnacle will be entitled to use the Suggestions without restriction.

# PROPRIETARY RIGHTS

* 1. Entire Customer Content is belonging to the Customer and Pinnacle has no title, and interest in and to Customer Content. Customer consent Pinnacle to access Customer Content to provide support and analytics Services to Customer. Customer consents Pinnacle to utilize data in an anonymized manner for analytics to improve services.

# TEMPORARY SUSPENSION

* 1. Pinnacle may suspend Customer’s or any Authorized User’s right to access or use any portion or all of the Software immediately upon notice to Customer if Pinnacle determine Customer or an Authorized User’s use of or registration for the use of Software (i) poses a security risk to the Software or any third party, (ii) may adversely impact the Software or the systems or Content of any other customer of Pinnacle, (iii) may subject Pinnacle, or any third party to liability, or (iv) suspected to be fraudulent;
  2. Effect of Suspension: (a) Suspended Customer’s shall have no right to access or use any portion or all of the Software. (b) Customer remain responsible for all fees and charges it has incurred till the date of suspension and during the term of suspension. (c) Pinnacle will not erase any of Customer Content as a result of suspension, except as specified elsewhere in this Agreement.

# TERM AND TERMINATION

* 1. Term: The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by either of the parties in accordance with this agreement.
  2. Termination:
     1. Termination for Convenience: Customer or Pinnacle may terminate this Agreement for any reason by providing 30 days advance notice to the other party.
     2. Termination for Cause: (i) By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period.
     3. Pinnacle may terminate this Agreement immediately upon notice to Customer (a) for cause, if any act or omission by Customer or any Authorized User results in a suspension described above.(b)if relationship with a third party partner who provides Software/ data storage facility or other technology Pinnacle uses to provide the Service expires, terminates or requires Pinnacle to change the way Pinnacle provides the Software as part of the Services, (c) if Pinnacle believe providing the Software could create a substantial economic or technical burden or material security risk for Pinnacle, (d) in order to comply with the law or requests of governmental entities, or (e) if Pinnacle determines use of the Software to Customer or any Authorized Users or Pinnacle’s provision of any of the Services to Customer has become impractical or unfeasible for any legal or regulatory reason.
  3. Effect of Termination: Upon any termination of this Agreement:
     1. All Customer rights under this Agreement immediately terminate;
     2. Customer remain responsible for all fees and charges till the date of termination, including fees and charges for in-process tasks completed after the date of termination;
     3. Post-Termination Assistance: In case all the outstanding due amount is paid by the customer Pinnacle will provide post-termination data retrieval assistance.

# DISCLAIMERS, INDEMNIFICATION AND LIMITATION OF LIABILITY

* 1. THE SOFTWARE ARE PROVIDED “AS IS.” PINNACLE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SOFTWARE OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SOFTWARE OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, PINNACLE AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.
  2. Customer will indemnify, and hold harmless Pinnacle and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to any third party claim concerning: (a) Customer or any Authorized Users’ use of the Software(including any activities under Customer account and use by Customer employees and personnel); (b) breach of this Agreement or violation of applicable law by Customer or any Authorized User; (c) Customer Content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer Content; or (d) a dispute between Customer and any Authorized User. If Pinnacle or its affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, Customer will also reimburse Pinnacle for reasonable attorneys’ fees or other compulsory legal order or process at our then-current hourly rates.
  3. Limitations of Liability: PINNACLE WILL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER PINNACLE NOR ANY OF ITS AFFILIATES OR WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER INABILITY TO USE THE SOFTWARE, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER USE OF OR ACCESS TO THE SOFTWARE, (II) PINNACLE DISCONTINUATION OF ANY OR ALL OF THE SOFTWARE, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SOFTWARE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (c) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER USE OF OR ACCESS TO THE SOFTWARE; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER CONTENT OR OTHER DATA. IN ANY CASE, PINNACLE AND LICENSORS’ AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT CUSTOMER ACTUALLY PAY TO PINNACLE UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 6 MONTHS PRECEDING THE CLAIM.

# MODIFICATIONS TO THE AGREEMENT

Pinnacle may modify this Agreement (including any Policies) at any time by notifying Customer; provided, that Pinnacle will provide at least 90 days advance notice for adverse changes affecting the Customer. By continuing to use the Software after the effective date of any modifications to this Agreement, Customer agrees to be bound by the modified terms.

# MISCELLANEOUS

* 1. Force Majeure: Under no circumstances Pinnacle will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of nature or God, or causes beyond its reasonable control, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
  2. The Parties acknowledge that during the terms of this Agreement, each Party will have access to certain of the other Party’s Confidential Information that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party, as applicable, and shall remain the sole property of the disclosing Party or such third party.
  3. Independent Contractors Non-Exclusive Rights: Pinnacle and Customer are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Pinnacle reserves the right to offer same Software and services to other third parties including companies that compete with the Customers.
  4. No Third Party Beneficiaries: This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
  5. Notice: Parties may provide any notice to other under this Agreement by sending a message to the email address then associated with the parties account. It is Customer’s responsibility to keep informed Customer email address current and updated.
  6. Assignment: Customer will not assign this Agreement, or delegate or sublicense any of Customer rights under this Agreement, without prior written consent of Pinnacle. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
  7. No Waivers: The failure by the parties to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit the right to enforce such provision at a later time.
  8. Severability:  The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provision (or remaining part thereof).
  9. Governing Law: The laws of India as applicable to the State of Karnataka, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between Pinnacle and Customer. Subject to arbitration clause above, any dispute arising out of or in relation to this agreement shall be submitted to exclusive jurisdiction of courts at Bangalore.
  10. Arbitration**:** In the event of any dispute arising out of or in relation to this Agreement, the Parties shall try and resolve the dispute amicably in good faith through negotiations. In case the dispute is not resolved within a reasonable time, the Parties agree to submit the same for arbitration. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in the English language and the venue shall be at Bangalore. The award of the arbitration proceedings shall be final and binding on the Parties.

The Parties have read this Agreement and agree to be bound by all its terms.

Agreed to: Agreed to:

**PINNACLE TECHNOLOGIES** SWARGHAM TRUST

**By: Mr Joel**  **By: Fr. SWA president**

**Designation:**  **MD**  **Designation: president**

**Date: 2022-12-02** **Date: 2022-12-02**

**Schedule 1**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. One Year Access to SWASHAKTHI  |  |  |  |  |  | | --- | --- | --- | --- | --- | | Sr. | Description | No of SHG’s | Per SHG | Amount (Rs) | | a | Self Help Group Module | 435 | 41 | INR 17,835/- |   Note: The cost includes setting up, online training, maintenance and basic support. Stay / travel  Expense for the trainer shall however be payable extra.   1. Other Cost  |  |  |  | | --- | --- | --- | |  | Training Cost for additional training | INR 0 per session irrespective of number of days (Travel & Stay extra) | |  |  |  |  1. Payment terms:  |  |  | | --- | --- | | 100% | Within 15 days after the invoice has been issued | |
|  |

**Terms:-**

1. This price is applicable for one year of service (12 Months) which is inclusive for all costs incurred mentioned above.
2. Initial Training will be provided for the usage of the application.
3. Additional SHGs added during the current year will be realized and billed at the following year.
4. Prices will be charged as per the SHG Count.
5. All rates are in INR
6. Payment to be made in Advance
7. All the prices mentioned above inclusive of GST.
8. If any changes required (Customization) on urgent basis and/or major then we will have to estimate the cost and time of implementation
9. THE CANARA ORGANIZATION FOR DEVELOPMENT & PEACE ® will have to make on site travel & stay arrangements if onsite training and support is required.
10. Phone & Email support will be provided to the manager users & field   
    users at no extra cost during working hours (MON-SAT: 10 AM to 5 PM)

# Schedule-2

**Support and Training Strategy and Services**

**Support**:

**Email support** will be provided to frontline admin.

**Phone support** will be provided to frontline admin for critical queries.

Customer should assign at-least 2 people for coordination with Pinnacle with respect to the Services.

**Training**: -

For Customer, Pinnacle will offer online training services and try its best to give all the necessary

**Phones/Tablets with activated SIMs should be ready at the time of the training. Reliable internet connection is required**.

# Schedule-3

**Service Level Norms**

|  |  |  |
| --- | --- | --- |
| Severity | Definition | Response time |
| Severity 1 | SWASHAKTHI unavailable | 1 hour |
| Severity 2 | Data accuracy issues, critical functionality issues | 24 hours |
| Severity 3 | Enhancement, Usability improvement | 48 hours |
| Change Requests  New Requirements | Change Requests and New Requirements | 48 hours |

Pinnacle will use commercially reasonable efforts to make SWASHAKTHI available with a Monthly Uptime Percentage of at least 99%.

**Note**: Downtime is defined when SWASHAKTHI is not accessible by the user. Pinnacle will share email alerts with concerned team when such a downtime occurs & also inform concerned team when servers are up & running.