

## ADDENDUM TO THE AGREEMENT DATED 17<sup>th</sup> MAY 2021

This Addendum Agreement is executed and delivered at Mumbai on this 17<sup>th</sup> day of May, 2021, BY AND BETWEEN:

**GODREJ CONSUMER PRODUCTS LTD**, a company incorporated under the Companies Act, 1956 and having its registered office at 4<sup>th</sup> Floor, Godrej One, Pirojshanagar, Eastern Express Highway, Vikhroli East, Mumbai 400 079 (hereinafter referred to as "**GCPL**" which expression shall include its successors and permitted assigns of the **ONE PART**);

**AND**

**INTERACTIONONE SOLUTIONS PVT. LTD.**, a company incorporated under the Companies Act, 1956 and having its registered office at #325, 4th Cross Rd, OMBR Layout, Banaswadi, Bengaluru, Karnataka 560043 (hereinafter referred to as "**Service Provider**" which expression shall include its successors and permitted assigns of the **OTHER PART**).

GCPL and Service Provider shall individually be referred to as "**Party**" and collectively as "**Parties**".

### RECITALS

**(A)** GCPL is engaged in the business of manufacturing fast moving consumer goods which includes personal care and household Insecticide products in India and abroad.

**(B)** The Service Provider is in the business of providing Website and APP Development, Website Development, Voice platform Development and Management, Maintenance, Content Creation & SEO.

**(C)** The Service Provider has represented to GCPL that it has the requisite expertise to provide Website/ WEBSITE development, Maintenance, voice platform management, content management and SEO solutions

**(D)** Relying upon the said representations, GCPL has agreed to appoint the Service Provider for providing Website Maintenance to GCPL for Maintenance of the Godrej HIT Website as per the Inputs (defined hereunder), specifications and milestones provided by GCPL.

NOW, THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. GCPL had agreed to continue with its above mentioned service retainer agreement dated 26<sup>th</sup> March 2018 with the 'service provider' provided with the certain specific changes in the defined scope of work.
2. The Service Provider shall provide to GCPL, the WEBSITE, Voice platform and APP Maintenance, more particularly provided for in **Annexure A** to this Addendum Agreement.
3. This Agreement is for a period of 2 months. This Agreement shall be deemed to have commenced from 1<sup>st</sup> May 2021 and terminating on 30<sup>th</sup> June 2021 (both days inclusive).
4. GCPL agrees to pay Service Provider for the Website, Voice platform and APP Maintenance services as provided in **Annexure B** to this agreement

**IN WITNESS** of which the parties have entered into this agreement on the date and year first above written.

For – <b>GODREJ CONSUMER PRODUCTS LTD.</b>	For – <b>INTERACTION ONE SOLUTIONS PVT. LTD.</b>
NAME:-	NAME:- Krishna Prasad
DESIGNATION:-	DESIGNATION:-  Director

## **ANNEXURE A**

### **“Website, Voice and APP Maintenance Services”**

HIT brand website, voice platform and Hit Track The Bite (website & App) monthly maintenance and retainer SoW will be mainly structured under following heads.

- Website, Voice platform & App Updates and Maintenance
- Content Updates
- Technical & Infrastructure Management
- Reports & Analytics

#### **Website & APP Updates & Maintenance**

<b>Text</b>	Adding, updating or deleting any text on APP
<b>Images</b>	Adding, updating, resizing, cropping or deleting pictures on website & APP (provided by HIT)
<b>Video</b>	Adding, updating or deleting videos on website & APP (provided by HIT)
<b>Links</b>	Adding, updating or deleting links on website & APP
<b>Files</b>	Adding, updating or deleting any files or documents on website & APP (provided by HIT)
<b>Product Updates</b>	Add, edit or delete and products or products related information

#### **Technical & Infrastructure Management**

<b>Performance Monitoring</b>	Regular monitoring and updating to ensure optimal performance.
<b>Security</b>	Protection against hackers from gaining access.
<b>Backup &amp; restore</b>	Regular and thorough backups of assigned data sets so that it may be fully restored in case of loss or any failure.
<b>OS Updates</b>	Updating APP to a new version of Android and iOS OS. APP may need upgrading to accommodate the newer version or become obsolete with the improvements in the OS software.
<b>Mobile App Responsiveness</b>	Create and maintain required back-end structure and plugins to deliver accurate mobile app experience.

<b>CMS</b>	Maintain and upkeep the content management system and all the publishing requirements
<b>Data &amp; Reporting</b>	Managing and keeping the accurate database along with providing all required website data and reporting.
<b>Plugins</b>	Some plugins may become outdated and no longer work with the newest version of website software. Plugins may need upgrading to accommodate the newer version or become obsolete with the improvements in the website software.

### Voice Platform Management

- Tracking questions and frequent basis to check for unanswered / open ends.
- Building answers to open end questions and updating on CMS.
- Addition of new questions and answers based on thematic changes / media campaigns.
- Create and maintain required back-end structure and plugins.
- Data accuracy via APIs (for phone number, no. of donors etc.)
- Bug fixing on existing features and maintain and upkeep the content management system.

## **ANNEXURE B**

### **“REMUNERATION”**

<b>Description</b>	<b>Term</b>	<b>Cost</b>
<ul style="list-style-type: none"><li>• Website &amp; App Updates and Maintenance</li><li>• Voice Platform Management</li><li>• Content Updates</li><li>• Technical &amp; Infrastructure Management</li><li>• Reports &amp; Analytics</li></ul>	Per month	<b>₹1,75,000 + Taxes</b>
<b>Total</b>	<b>Per Month</b>	<b>₹1,75,000 + Taxes</b>

#### **Retainer Contract Duration:**

- The Contract is agreed to be in effect from **1<sup>st</sup> May 2021 to 30<sup>th</sup> June 2021**.
- Annual retainer contract will carry 30 [Thirty] days' notice for termination clause.

#### **Terms**

- Costs listed above are exclusive of Government taxes as applicable.
- Any new enhancement or feature requirements will be estimated separately.
- New change request or new page development is not part of the said agreement and will be estimated separately based on the requirements received.
- The cost of third-party services or licenses required will be borne by Client or will be billed on actuals.
- Any specific content creation, image requirements or video production will be estimated separately and is not part of this proposal.
- Any requirements raised during the course of the said agreement, for which there is a need for a specific tool, or a licensed product will be billed on actuals separately.
- **Infrastructure Hosting Estimate:**
  - Monthly cost for AWS is variable and is submitted on actuals per month.
  - The monthly hosting is not part of the monthly retainer fees and will be billed separately.

#### **Payment Terms**

- Monthly maintenance and retainer invoices will be raised in the beginning of the month and the same will be payable within 15 days from the date of invoice.