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# Terms and Conditions

Welcome to Awesome Analytics. We specialize in providing bespoke automation solutions using tools such as Excel, VBA, PowerBI, Power Apps, Python, Web Dev, etc.

This document outlines the Terms and Conditions that govern our professional relationship and the provision of our services. These terms are designed to ensure a clear understanding of the expectations and responsibilities of both Awesome Analytics and our clients, covering aspects such as project scope, delivery timelines, User Acceptance Testing (UAT), support, upgrades, and end-of-life policies.

We encourage you to read these terms carefully as they form the contractual basis upon which we offer our services. Your engagement with us indicates your acceptance of these terms and your commitment to adhere to them throughout the course of our professional relationship. These terms and conditions assume that you are an authorised agent or personnel acting on behalf of the client to which the project will be billed. The terms of this document will be binding irrespective of the nature of the relationship between the person accepting this agreement on the client's behalf and the client. Awesome Analytics would be hereinafter referred to as the "service provider".

## General Terms and Clauses

### General Terms

- Terms and conditions mentioned in this document supersede any other document mutually signed.
- Scope of work document supersedes any information shared by the client with the developer using any verbal or non-verbal mode of communication.
- All dates mentioned in the document are EOD.
- All timings mentioned in the document are as per the Indian Standard Time.

### Work Arrangement and Availability

- Project development will be offsite.
- All meetings shall be conducted virtually.
- Availability of the entire team (including support) is as follows:
  - **Working Days:** Monday to Friday [Excl. Awesome Analytics declared Holidays and leaves availed by the resource]
  - **Working Hours:** 8 Hours [Per working day]
  - Resource shall be deployed/available from Monday to Friday on working days between 10:00 am to 7.00 pm, except 1:30 pm to 2:30 pm.

## Developer's Discretion

- Awesome Analytics reserves the right to make technical, operational, and structural changes to the project as necessary, provided these changes align with the overall objectives and intended outcomes of the project.
- This includes the discretion to modify, add, or remove fields in any files or reports to enhance the functionality and effectiveness of the solution.
- The overriding principle guiding the developer's discretion is the achievement of the end result as envisioned in the initial project scope.
- Awesome Analytics is committed to delivering a solution that meets or exceeds the client's expectations while maintaining the flexibility to adapt to technical challenges and opportunities.
- The organizational structure of the service provider may undergo changes while the engagement is in progress. All clauses mentioned herein would continue to be applicable with the new organization as the service provider subject to modifications that may be mutually agreed upon between the client and consultant.

## Project Phases/project Methodology

### Development Phase

In this phase, the service provider shall work on creating the report, product, or service based on the agreed scope of work.

### Client Responsibilities

#### 1. Project Champion:

- The Client shall nominate a designated employee, referred to as the "Project Champion," who will be responsible for coordinating with Awesome Analytics. This individual should be authorized to:
  - Validate and provide necessary information as required for the project.
  - Facilitate communication and support decision-making processes.
  - Be available to discuss project-related issues, concerns, and decisions within a reasonable timeframe.
- The role of the Project Champion is crucial for the smooth execution and effective communication throughout the project lifecycle.

#### 2. Data Provision and Management:

- The Client is responsible for providing all necessary data in a timely, accurate, and complete manner. This includes:

- Granting Awesome Analytics sufficient access to client systems and data as required for project development.
- Ensuring the usability, accuracy, and completeness of data fields and datasets provided for report generation and other purposes.
- Understanding that any structural or cosmetic changes to data sources or file formats post-development may impact the functionality of the automation solutions.
- The Client acknowledges that errors or omissions in source data are their responsibility and any late or post-development data provision will be treated as an additional requirement, subject to separate charges.

### **3. Consultant's Recommendations and System Access:**

- Awesome Analytics may provide suggestions for hardware or software system improvements. However, customization of external software or systems falls outside the scope of our services.
- The Client shall grant Awesome Analytics sufficient privileges to their systems as necessary to fulfil our responsibilities under the agreement.

### **Change Management**

- As the project progresses, new requirements or changes in existing requirements are often brought up by the user, which is a great thing as the user needs can sometimes change during development.
- However, to ensure satisfactory delivery of the changes or new requirements, a change request approval process shall be followed to ascertain the scope, additional commercials, timeline adjustments and feasibility of the new requirements/changes.
- After determining the feasibility of the requested changes, the developer shall provide additional scope and commercials for the change request.
- The client must approve the updated scope and commercials before the changes can be accommodated.
- As per the technical feasibility and at the developer's discretion, change requests may be accommodated in the existing development phases **or** shall be considered the next phase after completion of the current scope.
- If any changes are to be accommodated in the first delivery of the project, the same must be expressly communicated by the client.
  - In such a case, a PO for additional professional fees shall be required to be raised. An additional advance payment may also be required based on the updated project commercials.

- If changes are to be accommodated after the first phase, then the closure sign-off on the solution as per the original scope and the professional fees due should be cleared before commencing the second phase.

## Deployment Phase Policy

This phase encompasses all activities related to deploying the Automation on the client's system. The following policy outlines the structured approach to ensure a smooth, efficient, and effective deployment process

### Deployment Guidelines

1. Deployment calls shall be pre-scheduled at the convenience of the client and developer.
2. It shall be the client's responsibility to ensure that the system provided for deployment meets the hardware and software specifications mentioned in the commercial document.

### Deployment procedure

1. The developer shall run the automation on his system to ensure that the automation runs smoothly.
2. Later, the Developer shall deploy and run the automation on the system specified by the client.
3. The user documentation shall be provided to the client as a deployment procedure.

### Post-Deployment Testing

1. The post-deployment testing responsibility lies with the client.
2. The client should conduct thorough testing immediately after deployment to ensure the system operates as intended in the live environment.
3. The client should test the automation on the data used in the development process.
4. It will be the client's responsibility to implement a monitoring plan to observe system performance and user interaction post-deployment.

### Hardware and Software Compatibility Clause

#### **1. Scope of Responsibility:**

Awesome Analytics is committed to delivering high-quality automation solutions designed to operate efficiently within the specifications of current and commonly used hardware and software platforms.

The performance and compatibility of our automation solutions are guaranteed only within the scope of modern, up-to-date hardware and software environments.

**2. Client's Hardware and Software Requirements:**

Clients are responsible for ensuring that their hardware and software environments are compatible with the automation solutions provided by Awesome Analytics.

It is recommended that clients use hardware and software that meet or exceed the specifications advised by Awesome Analytics at the outset of the project.

**3. Limitation of Liability for Outdated Systems:**

Awesome Analytics shall not be held responsible for any performance issues, inefficiencies, or incompatibilities arising from the client's use of outdated, slow, or unsupported hardware and software.

This includes any inability to provide workarounds or fixes that are specifically required due to the limitations of such hardware and software.

**4. Client Acknowledgment:**

By engaging with Awesome Analytics, the client acknowledges that the optimal performance of the automation solutions is contingent upon the use of appropriate, up-to-date technology platforms.

The client agrees that Awesome Analytics is not liable for any shortcomings or system failures that are a direct result of the client's hardware and software inadequacies.

**5. Assistance for Compatibility Issues:**

While Awesome Analytics is not responsible for resolving issues caused by inadequate client technology, we are willing to offer consultation services for upgrading hardware and software. This assistance may incur additional professional fees.

**6. Review and Upgrade Recommendations:**

Awesome Analytics may provide recommendations for hardware or software upgrades if deemed necessary for the effective functioning of the automation solution. However, the implementation of these upgrades is solely the client's responsibility.

## Support during User Acceptance Testing (UAT) Phase

### 1. Limited Support Calls:

- Clients will have access to three dedicated support calls during the UAT phase to address specific issues related to the project scope.

### 2. Scope of Issues Covered:

- Support covers issues directly related to functionalities and features as outlined in the project scope. Issues arising from testing on non-specified datasets fall outside of the support scope.

### 3. Testing Responsibility:

- The client must conduct initial testing using the original development data. Support for alternative dataset issues is provided only after successful testing with the original data.

### 4. Response Time:

- Awesome Analytics will respond to UAT-related issues within 72 hours, ensuring thorough issue resolution.

### 5. UAT Deadline Adherence:

- Clients must adhere to the UAT deadline as specified in the contract. Delays in providing feedback or completing UAT may result in additional professional fees or impact project delivery timelines.

### 6. Cross-Reference with Other Clauses:

- This policy should be read alongside 'Client Responsibilities,' 'UAT phase policy and best practices' and UAT deadline-related clauses for a comprehensive understanding.

### 7. UAT Phase Completion:

- The UAT phase concludes upon the client's formal acknowledgement of project compliance with agreed specifications or after the allocated support calls are utilised, or lapse of UAT deadline whichever occurs first.

# UAT phase policy and best practices

## UAT guidelines

- The User Acceptance Testing (UAT) phase focuses on identifying and fixing bugs that impede functionality defined in the project scope.
- The client is responsible for thorough testing based on the project scope document.

## Definition of a Bug Within Scope

A "Bug Within Scope" is defined as follows:

### **1. Deviation from Specified Functionality:**

A bug is an error, flaw, or fault in the automation solution that causes it to produce an incorrect or unexpected result, or to behave in unintended ways. It must be a deviation from the functionality explicitly outlined in the project scope or specifications provided by Awesome Analytics.

### **2. Reproducibility:**

The bug must be consistently reproducible under normal operating conditions. This means that the bug consistently appears and can be demonstrated when the solution is used as intended.

### **3. Not Caused by External Factors:**

The bug should not be caused by external factors outside of Awesome Analytics' control, such as client-side changes to the system, third-party software conflicts, hardware failures, or modifications made by the client or other vendors.

### **4. Within the Warranty Period:**

The identified bug must be reported within the UAT phase. Bugs reported beyond this period may not be eligible for free resolution.

### **5. Exclusions:**

Issues that arise due to enhancements, feature requests, or changes that fall outside the agreed-upon project scope are not considered bugs within scope.

Problems arising from the client's failure to follow documentation, training, or guidelines provided by Awesome Analytics are also excluded.

### **6. Developer's Verification:**

Upon reporting of a suspected bug by the client, Awesome Analytics will conduct an assessment to verify whether the issue meets the criteria of a bug within scope. The determination by Awesome Analytics will be final in deciding the classification of the issue.



## UAT Procedure [Testing and Acceptance Procedure]

- The final accountability for user acceptance testing [UAT] lies with the client.
- The standard number of days available for testing shall be as follows:
  - if a project commercial has an effort estimate of 20 days, then the number of days for UAT shall be:
    - 20 days effort estimate / a set of 4 days = 5 days of UAT
  - Thus, for each set of 4 days of effort estimate, the user shall have 1 day of UAT.
  - The rounding method for such a calculation shall always be rounding upward to the full day.
- In case a testing deadline has been specifically communicated in the Project Commercials, then that deadline shall supersede the standard UAT days mentioned in the previous clause.
- In case of a delay in UAT beyond the standard or specifically allowed days, whichever is applicable, the project will be deemed closed. This clause shall apply irrespective of any express or implied communication of such deemed closure.

## Testing Criteria

- Specific testing criteria must be communicated to the developer by the client.
- Ideally, this shall be part of the Scope of Work (SoW) document.
- The standard testing criteria shall apply if the SoW does not mention specific criteria.
- The client must ensure that the UAT testing is first performed on the as-is data provided to the developer during development.
- The service provider shall provide support for changed data only after the client provides confirmation that automation worked successfully on the as-is data.

## Standard Testing Criteria

- In the absence of any specific testing criteria in the SoW, the following criteria shall be applicable:
  - Input / Output Check: The developer shall test the numbers of the source data on a sample basis against the output data model tables.
  - Table Level Checks: The developer shall only test the numbers at a table model level and may not go through each output derived from such data model. For instance, if an output table is a source for 20 pivot-based reports, then the developer shall restrict the testing to the numbers of the output table itself. The developer will not test 20 pivots individually.
  - File and Data structures: The developer will generally have access to the raw data provided by the client and shall operate under the presumption that the same data structure shall be followed for the upcoming months. Thus, the

developer shall not create provisions for file or data structure changes unless specifically requested by the client and documented in the SoW.

- Basic Errors in automation: The developer shall ensure that the basic Ui elements added by the developer, such as Buttons, Masters, Macros, and Python triggers from Excel, are working correctly.

## Project Iterations and Bugfix Management

This policy is intended to outline the approach to iterations and bug management during the User Acceptance Testing (UAT) phase of our projects. It specifies the clauses on the number of iterations for bug fixes, delineates the testing responsibilities of the client, sets forth clear timelines for UAT, and addresses the protocols for any delays in UAT from the client's end.

- **Iteration Limitation**
  - To manage project timelines and resources effectively, a limit of two iterations for bug fixes will be enforced during the UAT phase.
  - These iterations are meant to address bugs within the original project scope and not to incorporate new features or scope changes.
- **Testing responsibilities of the client**
  - Clients are encouraged to conduct thorough testing during the UAT phase.
  - Feedback and issues provided by the client are expected to be related to the scenarios and testing points mentioned in the project scope document to ensure relevance and efficiency.
- **UAT timelines for iterations**
  - We encourage the clients to provide comprehensive feedback in the UAT phase, especially given the limited number of iterations that can be provided within original commercial arrangements.
  - As soon as the development team delivers an iteration, the testing deadline will be reset, irrespective of the original testing deadlines.
  - The new testing deadline would be three working days starting from the day after the date of iteration delivery.
  - For instance, if an iteration is delivered on 11th Dec 2023, UAT must be concluded by 14th Dec 2023
- **Delay in UAT from client's end**
  - This clause aims to ensure the timely progression and conclusion of the project.
  - If the client misses the UAT deadline for original delivery or the revised deadline for iteration delivery, the project shall be deemed completed as tested successfully and bug-free.
  - Deemed completion of a project is not subject to communication and is to be presumed by sheer passage of time/UAT deadline.
  - A communication from the client end regarding delays in testing will be treated as information only. It does not automatically extend the deadlines for testing.

- This clause is applicable irrespective of any client communication regarding testing delays.
- Without express communication from the service provider regarding a revised UAT deadline, the original deadline shall be final.
- **Post-UAT Bug Fix Policy**
  - The Post-UAT phase starts as soon as the project testing is completed or deemed completed.
  - Any bugs identified post-UAT will be treated as out of the original scope.
  - Handling such issues may require a separate maintenance agreement or incur additional professional fees to be borne by the client.

## Post-UAT Basic Support and Maintenance

This clause is designed to provide our clients with a reliable and efficient support structure following the completion of the UAT phase. The Basic Support framework outlined here is meticulously crafted to handle general inquiries, and standard issues, and provide guidance on the software's functionalities, adhering to the original scope of work and project specifications.

- **Support Scope:**
  - The support provided Post-UAT shall be classified as Basic Support
  - **Basic Support**
  - **Objective:**
    - Basic Support is designed to address general inquiries and standard issues not resulting from user error or non-adherence to provided documentation.
  - **Scope:**
    - Troubleshooting common software issues.
    - Guidance on standard software functionalities.
    - Assistance with general queries.
  - **Availability:**
    - Basic Support is available to all clients based on the project effort estimate days. Explained under basic support terms.
  - **Limitations:**
    - Basic Support does not cover issues arising from improper use of the software, disregard of user documentation, or errors due to incorrect data formatting.
    - Basic Support does not cover fixing bugs. Bug fixes are to be covered within the UAT phase only.
    - Basic Support does not cover new changes, feature requests, data corrections, system enhancement or additional requirements.

## Basic Support Terms

This section has clauses applicable to the basic support conditions

- **Support End Date and Support Hours:**

- Support end date for a project shall be based on the number of days of original effort estimate:

Original Effort Estimate [Working Days]	Support end date [Working Days]	Support Hours Cap [Hours]	Support first response TAT
1 - 10	5	3	3 business days
11 - 22	10	6	3 business days
22 and above	15	16	3 business days

- Support end date is to be calculated from the date of [actual/deemed] project closure.
- Support Hours are capped based on the criteria mentioned above.
- The client can choose to opt for paid support either after the support end date or upon consumption of the support hours, whichever comes first.
- Support First response TAT [Turnaround Time] is the turnaround time from a “valid support request”.
- TAT is not to be construed as resolution time. The TAT is only for issue identification and reproduction of the reported issue.
- The action to be taken to resolve the issue may vary depending on the agreement between the client and the service provider and may involve additional professional fees.
- The support shall be provided remotely only.

- **Support Request Procedure:**

- A valid support request will be considered as one that is raised through the procedure laid down in this clause.
- 
- Clients must submit support requests through a formal support email marked support@awesomeanalytics.in [Free/Paid support] in the following format
  - **Format of the mail**
- **Format of the mail**
  - **Subject: Project Name**
  - **Body**
    - Project Info
      - Project Version Number:

- Issue Details
  - Brief description of the issue
  - Expect outcome
  - Steps to reproduce the issue
- Exact Error Message
  - Error Message text/screenshot
- Previous occurrences, if any (Has this issue occurred before? If yes, provide details.)
- Any recent changes (Mention any recent changes made to the data or system environment.)
- Data Link

**Note: Priority support can be opted by the clients with the annual support packages at an additional professional fee.**

- **Support Availability**
  - Support first response TAT is mentioned in the Support Hours clause above. If the client has opted for advanced support then a separate TAT clause as per the support agreement shall apply.

## Basic Support Fair Usage Policy

This clause is intended to ensure that basic support usage by the client is reasonable and judiciously used

- **Fair usage principles**

Our Basic Support is structured to ensure equitable access for all clients. It is not intended for in-depth technical support, complex problem-solving, or issues arising from non-compliance with provided documentation.

- **Definitions of Fair and Unfair Usage**

Fair Usage: Utilizing Basic Support for intended purposes within reasonable frequency and limits as defined under Basic Support Terms and scope as defined.

Unfair Usage: Includes, but is not limited to, excessive use of support resources, repetitive queries that have been previously addressed, data structure/format issues, not referring to user documents or reliance on Basic Support for advanced technical issues.

- **Monitoring and Review:**

Support requests will be monitored for patterns of use. We aim to identify excessive or inappropriate use that can impact the quality of service provided to other clients.

- **Communication and Guidance:**

Clients identified as exceeding fair usage norms will be notified and provided with

guidance on the appropriate use of Basic Support. We may recommend resources or suggest transitioning to Advanced Support for complex needs.

- **Enforcement Measures:**

In cases of continued unfair usage after notification, we may:

- Limit the number and type of support queries accepted under Basic Support.
- Suggest or require transition to Advanced Support, subject to its terms and associated professional fees.

- **Right to Review and Appeal:**

Clients can request a review or appeal decisions made under this policy. Such requests should be directed to our support management team at [info@awesomeanalytics.in](mailto:info@awesomeanalytics.in)

- **Ongoing Policy Evaluation:**

This Fair Usage Policy will be evaluated and updated periodically to ensure it continues to meet client needs and aligns with our service capabilities.

## Extended Support

This clause is intended to serve as a guideline for advanced/extended support.

- **Objective:**

- Advanced Support caters to more complex issues, specifically those arising from a client's failure to follow user documentation or data formatting and structure mistakes.

- **Benefits:**

- Priority Response: First response to the query or request received along with valid data shall be within 1 business day.
- Troubleshooting Support: Support for diagnosing issues and suggesting corrective actions that arise from user-end errors, such as incorrect data, file formats, or incorrect operation of the automation.
- Data Check Assistance: Providing support for checking if the aligns with the required formats and structures for automation.
- Operational Guidance: Offering detailed instructions and guidance for correctly running and utilizing the automation, especially in cases where the client encounters operational difficulties.

- **Professional fees:**

- Advanced Support is available at an additional professional fee. Pricing and service terms will be outlined in a separate Advanced Support Agreement.

- **Request Procedure:**

- Clients requiring Advanced Support must submit a request by reaching out to the project team at [projects@awesomeanalytics.in](mailto:projects@awesomeanalytics.in). Each request will be evaluated, and eligibility for Advanced Support will be determined based on the nature of the issue.

# Project Cancellation Clause

## 1. Initiation of Cancellation:

- Either Awesome Analytics or the Client may initiate the cancellation of the project. This must be done through a formal termination request, submitted in writing or over email.

## 2. Notice Period:

- A minimum notice period of 5 working days is required for the cancellation of the project. The notice should clearly specify the intended date of termination.

## 3. Financial Obligations:

- In the event of project cancellation, the client is required to compensate for the work completed by Awesome Analytics up to the date of termination. This includes payment for all services rendered and resources used, regardless of the project's completion status.
- No refunds will be issued for payments already made, as these are applied to resources and work already expended.
- If the project is paused or terminated post the commencement of development, the client will be charged for the work done up to that point, along with any Business Requirement Specification (BRS) related expenses.

## 4. Handover of Work:

- Awesome Analytics will provide the client with the work completed up to the date of cancellation. It is understood that this work may not be fully functional or complete, as the project is being terminated before its planned completion.

## 5. Final Settlement:

- The client is obliged to clear all outstanding payments within 5 business days from the project cancellation date.
- Given the nature of the work, any advance payments made for project components not yet commenced will not be refunded, as these funds are allocated for project planning and resource allocation.

## 6. Post-Cancellation Confidentiality:

- Both parties will continue to adhere to the confidentiality obligations for all project-related information and materials, as per the confidentiality clause of this agreement, even after the project cancellation.

# Non-Solicitation of Employees

## 1. Non-Solicitation Commitment:

The client agrees not to solicit, hire, or engage in any form of employment relationship, directly or indirectly, with any current or former employees of Awesome Analytics for a period of 36 months following either the termination of the employee's service with Awesome Analytics or the conclusion of the client's engagement with Awesome Analytics, whichever is later.

## 2. Definition of Solicitation:

For the purposes of this clause, 'solicitation' includes but is not limited to offering employment, contracting services, or any engagement in a professional capacity, either directly or through intermediaries.

## 3. Scope of Employees Covered:

This clause applies to any employee who has had access to confidential information, work or Automation IP pertaining to Awesome Analytics.

## 4. Consequences of Breach:

In the event of a breach of this non-solicitation agreement, the client shall be liable for compensatory damages to Awesome Analytics. This includes fees associated with the loss of the employee, recruitment, training of replacement personnel, and any loss of business or disruption caused.

## 5. Notification Requirement:

The client is required to notify Awesome Analytics immediately upon the initiation of any employment discussions or negotiations with the concerned employee(s), even if such actions are perceived to not directly violate this clause.

## 6. Agreement to Fair Practice:

This clause is designed to protect the legitimate business interests of Awesome Analytics, including its workforce stability and proprietary information.



# Intellectual Property

- **Ownership of IP**
  - All intellectual property rights in the logic, automation, scripts, code, app, web app, template, file, software, documentation, and any other materials developed or provided by Awesome Analytics in connection with the provided services (collectively, the “Automation IP”) shall remain the sole and exclusive property of Awesome Analytics.
  - This includes, but is not limited to, all methodologies, techniques, ideas, and know-how used or developed during or for the project.
- **License to use**
  - Awesome Analytics grants the client a non-exclusive, non-transferable license to use the Automation IP solely for their internal business operations and purposes as agreed in the project scope.
  - This license does not confer any rights to the client to sell, distribute, lease, or otherwise make available the Automation IP to third parties.
- **Restrictions on duplication and distribution**
  - The client agrees not to duplicate, replicate, reverse-engineer, or otherwise attempt to derive the underlying logic or structure of the Automation IP.
  - The client further agrees not to provide, disclose, or make available the Automation IP in any form to any third party, including other vendors or competitors of Awesome Analytics, without prior written consent from Awesome Analytics.
- **Safeguarding IP rights**
  - The client is responsible for implementing reasonable security measures to safeguard the Automation IP against unauthorised use, copying, or disclosure.
  - Any breach of IP rights must be reported to Awesome Analytics immediately upon discovery.
- **Acknowledgement of IP ownership**
  - The client acknowledges that any unauthorized use or distribution of the Automation IP may constitute a breach of this agreement and could result in legal action being taken by Awesome Analytics to protect its intellectual property rights.
- **Survival of IP rights**
  - The intellectual property rights as stipulated in this clause shall survive the termination or expiry of the agreement or project.

# End of Life [EOL] Policy

- **Purpose**
  - This policy is designed to inform our clients about their responsibility in monitoring the End of Life (EOL) of third-party technologies (e.g.: Microsoft applications and technologies like Excel, PowerBi, Power Apps, Power Automate; Azure; AWS; Python)
  
- **Internal Security Policies**
  - If any security policies or any kind of rate limiting at client end affect the automation, products or services then Awesome Analytics would not be liable for creating a workaround for such blocks or policy changes.
  - The service provider may, at its discretion, provide an upgrade path or recommendations to resolve the issue. The service or upgrade may be chargeable.
  
- **Monitoring third-party EOL**
  - It is the client's responsibility to stay informed about the EOL and security update statuses of third-party technologies utilized in our services.
  - Clients should regularly review announcements and updates from these technology providers to understand the lifecycle and support terms.
  
- **Service dependency on third-party EOL**
  - Our services are built upon third-party technologies, and their functionality may be affected by the EOL of these underlying platforms.
  - We do not modify our services in response to the EOL of third-party technologies.
  
- **Liability for third-party EOL**
  - Awesome Analytics holds no responsibility or liability for any loss, disruption, or security vulnerabilities that arise due to the EOL of third-party technologies.
  - Clients continue to use our services post-third-party EOL at their own risk.
  
- **Client Notification to Awesome Analytics**
  - Clients are encouraged to notify us if they become aware of an impending EOL of a technology that may impact the services they use.
  - This notification will help us provide guidance or suggestions for alternative solutions or upgrades.

- **Limited Post-EOL Support**
  - After the EOL of the underlying technology, we will offer limited support, primarily focusing on guidance for transitioning to newer technologies or platforms.
  - No updates, enhancements, or security fixes will be provided for services affected by the third-party EOL.
  
- **Migration Assistance**
  - Upon client request, we can offer assistance in migrating to updated or alternative technologies. This service may be subject to additional fees and a new agreement.
  
- **Policy Review and Updates**
  - This policy is subject to change based on evolving business practices and will be reviewed periodically. Any amendments will be communicated to our clients.

## Upgrade and Modernization Policy

- **Purpose**
  - This policy outlines the terms under which Awesome Analytics will support upgrades and modernization of automation solutions created with earlier versions of third-party software, such as Microsoft Excel.
- **Upgrade Eligibility and Scope**
  - Clients seeking to upgrade their existing automation solutions to newer software versions (e.g., from Excel 2021 to Excel 2024) will be assessed on a case-by-case basis.
  - Upgrades are subject to feasibility, compatibility with new software versions, and the availability of necessary resources.
- **Upgrade fees and Agreement:**
  - Upgrades will be treated as new projects and will incur additional professional fees. These fees will be communicated to the client after a thorough assessment of the upgrade requirements.
  - A separate agreement or addendum to the existing agreement will be drafted to outline the scope, professional fees, and timeline of the upgrade project.
- **Client's Responsibility in Upgrade Decision:**
  - Clients are encouraged to assess their need for upgrades in light of new software features, performance improvements, and potential benefits to their business processes.
  - It is the client's responsibility to initiate the upgrade process by contacting the service provider.

- Support for Older Versions:
  - Continued support for automation solutions built on older software versions may be limited and subject to the terms of the original agreement or our EOL Policy.
  - Clients are advised to consider upgrades for continued efficiency, security, and compatibility.
- Modernization Incentives:
  - The service provider may offer incentives for clients to upgrade their existing solutions built by the service provider, such as discounted rates or streamlined upgrade processes, to encourage modernization.
- Notification of New Versions:
  - While not obligated, the service provider may, at its discretion, inform clients of major new releases of third-party software that could significantly impact their existing automation solutions.
- Policy Review and Amendments:
  - This policy is subject to periodic review and may be amended to align with technological advancements and market conditions. Any changes will be communicated to our clients.

## Jurisdiction Clause

- Governing Law: This agreement shall be governed by and construed in accordance with the laws of India.
- Jurisdiction: In relation to any legal action or proceedings arising out of or in connection with this agreement (“Proceedings”), each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- Enforcement: The parties agree that the courts of Mumbai are the most appropriate and convenient courts to settle any disputes and, accordingly, no party will argue to the contrary.
- Legal Proceedings in Other Jurisdictions: This clause does not limit the right of Awesome Analytics to initiate proceedings against the client in any other court of competent jurisdiction, nor shall the initiation of proceedings in one or more jurisdictions preclude the initiation of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## Miscellaneous Terms

- Force Majeure
  - Neither party is liable for delays or failures in performance resulting from acts beyond their reasonable control. This includes natural disasters, acts of war, or pandemics. Both parties will renegotiate terms as necessary in such events.
- Organizational Structure Changes
  - Any internal changes at Awesome Analytics will not affect the validity of this agreement. Commitment to service quality and continuity remains unchanged despite organizational restructuring.
- Dispute Resolution
  - Disputes arising from this agreement will first be addressed through negotiation, followed by mediation, and finally, if necessary, arbitration or legal action.
- Automation
  - The term Automation encompasses the development of tools and systems that automate client processes, including, but not limited to, data processing, report generation, workflow management, and other repetitive tasks, using technologies, including but not limited to Excel, VBA, PowerBI, and Python.