



DELVE-SAARTHI™
Empowering Pharma Field Excellence

CUSTOMER AGREEMENT

Terms and Conditions of Use

For companies licensing one or more modules of the Delve-Saarthi™ platform

Version	2.0
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Published by	Delve Solutions
How it is accepted	Signed with an Order Form, or accepted online by the Customer's administrator with a one-time code (clause 24.1C)

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Terms and Conditions of Use

These Terms and Conditions of Use are entered into between Delve Solutions and the company named in the Order Form, and shall be read together with the Order Form.

Section 1 · Parties, and what this document is

Clause 1 to 2.

1 · Parties

1.1 These Terms and Conditions of Use (“these Terms”) are entered into by and between Delve Solutions (“Delve Solutions”, “we”, “us”), the provider of the Delve-Saarthi™ platform, and the company named in the Order Form (the “Customer”, “you”). Delve Solutions and the Customer are each a “Party” and together the “Parties”.

1.2 These Terms shall take effect on the earlier of (a) the date on which the Order Form is signed and (b) the date on which the Customer is first given access to the Platform (the “Effective Date”), and shall continue in force for the Subscription Period.

1.3 By accessing the Platform, creating a user, uploading data, or permitting any person to do any of the foregoing, the Customer shall be deemed to have accepted, and agrees to be bound by, these Terms.

2 · Definitions

Term	Meaning
Platform	the Delve-Saarthi™ software service, comprising the modules listed in the Order Form, its web applications, its mobile applications and its interfaces
Module	a separately licensable part of the Platform, as listed in Schedule A
Order Form	the document, signed on paper or accepted online, recording the Modules licensed, the number of Named Users and Chemist Users for each Module, the Subscription Period, the billing cycle and the Fees
Named User	an individual for whom the Customer creates a login. A Named User is one person and is not shared, and is counted separately against each Module to which that person is given access
Customer Data	all data the Customer, its Named Users or its agents enter, upload or generate through the Platform, including master data, transactions, documents and images
Customer Company Schema	the separate database schema in which the Customer’s data is held
Chemist Programme	the loyalty and rewards programme a Customer may operate for chemists, if licensed
Third-Party Service	a service not operated by Delve Solutions on which a feature depends, including public research databases, image libraries, mail providers, messaging providers, couriers and app stores
Fees	the amounts payable under the Order Form
Subscription Period	the period stated in the Order Form, and each renewal of it
Chemist User	a chemist enrolled by the Customer in its Chemist Programme, counted separately from Named Users
Terms Version	a numbered version of these Terms published by Delve Solutions under clause 24.1
Online Acceptance	acceptance of an Order Form, an amendment or a Terms Version through the Platform or an onboarding link, confirmed by a one-time code sent to the Customer’s registered email address or mobile number
Privacy Policy	the Delve-Saarthi Privacy Policy described in clause 9.6

2.1 · Order of precedence

In the event of any conflict or inconsistency between the following documents, they shall prevail in the following order: (a) the signed Order Form; (b) these Terms; (c) any Module schedule; and (d) any documentation, guide or manual. No statement made in any brochure, presentation or demonstration shall vary or supplement these Terms.

2.2 · Interpretation

In these Terms, unless the context otherwise requires: (a) clause, section and schedule headings are for convenience only and shall not affect interpretation; (b) words in the singular include the plural and vice versa; (c) the words “including” and “include” shall be read as “including, without limitation”; (d) “writing” and “written” include email and any record made through the Platform; (e) a reference to a statute or statutory provision is a reference to it as amended or re-enacted from time to time; and (f) a reference to a “day” is to a calendar day, and a “working day” is a day other than a Saturday, Sunday or public holiday in Telangana.

Section 2 · What is licensed, and to whom

Clause 3 to 5.

3 · The licence

3.1 Subject to these Terms and to payment of the Fees, Delve Solutions hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable right, during the Subscription Period, to access and use the Modules listed in the Order Form solely for the Customer's own internal business purposes, for the number of Named Users (and, where applicable, Chemist Users) stated for each Module. The Platform enforces those numbers, and any login in excess of them shall be refused until the Order Form is amended in accordance with clause 6.10.

3.2 Each Module is licensed separately, and the Customer may license one or more Modules. A Module not listed in the Order Form is not licensed, and access to it, whether by configuration error, demonstration, preview screen or otherwise, shall not confer any right to use it. Delve Solutions may disable any unlicensed Module at any time without notice.

3.3 Preview features. Certain screens are marked in the Platform as “preview” or as not yet saving data. Such screens are made available for evaluation purposes only, are provided without warranty of any kind, may be changed or withdrawn without notice, and shall not be relied upon in the conduct of the Customer's business.

3.4 The Customer may permit its employees, and contractors acting on its behalf, to use the Platform as Named Users. The Customer shall be responsible for the acts and omissions of each such person as if they were its own.

4 · Restrictions

The Customer shall not, and shall not permit any person to:

- (a) share a Named User login between individuals, or create a login for any person who is not an employee or contractor of the Customer;
- (b) copy, modify, decompile, reverse engineer or create any derivative work of the Platform, save to the extent expressly permitted by applicable law;
- (c) resell, sublicense, rent or otherwise provide the Platform as a service to any third party;
- (d) use the Platform to store or transmit any unlawful, infringing or malicious material;
- (e) probe, scan or load-test the Platform, or attempt to circumvent any access control, rate limit or authentication mechanism;
- (f) use any automated means to extract data in bulk, other than through the export facilities provided by the Platform;

- (g) use the Platform to process the personal data of any person in respect of whom the Customer has not established a lawful basis for such processing;
- (h) use the Platform, or any information obtained from it, to develop, or to assist any third party to develop, any product or service that competes with the Platform; or
- (i) publish, or disclose to any third party, the results of any benchmark or comparative test of the Platform without the prior written consent of Delve Solutions.

5 · Delve Solutions' obligations

5.1 Delve Solutions shall make the licensed Modules available substantially in accordance with these Terms, shall apply the security measures described in clause 8, and shall not access Customer Data except as permitted by clause 7.4.

5.2 Changes to the Platform. Delve Solutions may improve, change, reorganise or replace any feature, screen or part of the Platform at any time. Delve Solutions shall maintain the core functionality of each licensed Module, as described in Schedule A, throughout the billing period for which Fees have been paid. Where a change would materially reduce the core functionality of a licensed Module, Delve Solutions shall notify the Customer by email or through the Platform not less than thirty (30) days before the change takes effect, save where the change is required by law, for reasons of security, or by the withdrawal of a Third-Party Service under clause 16.4. In such event, the Customer may remove the affected Module with immediate effect and receive a pro-rata refund of the unused, prepaid Fees for that Module, which shall be the Customer's sole and exclusive remedy. Delve Solutions may also introduce new features, workflows, reports and integrations from time to time without amending these Terms; any new Module shall be licensed to the Customer only when it is added to the Order Form in accordance with clause 6.10.

5.3 The Platform is a tool. Delve Solutions provides software only. Delve Solutions does not enter, verify, review or approve Customer Data, does not participate in the Customer's business, and does not provide medical, legal, tax, accounting or regulatory advice. Every entry, upload, configuration, approval, communication and output is made by or on behalf of the Customer through its own Named Users, and the Customer shall be solely responsible for the same and for every decision taken in reliance on it.

5.4 Automated and AI-generated outputs. Any score, rating, ranking, recommendation, forecast, summary, insight or other output generated by the Platform, whether by rules configured by the Customer or by any artificial-intelligence or machine-learning feature (an "Automated Output"), is provided for information only, does not constitute professional, medical, legal, financial or employment advice, and may be incomplete or inaccurate. The Customer shall independently review every Automated Output before relying on it, including before any appraisal, incentive, disciplinary or commercial decision, and Delve Solutions shall not be liable for any decision taken on the basis of an Automated Output. Where a feature uses an artificial-intelligence service operated by a third party, that service shall be listed in Schedule B before the feature is enabled for the Customer, and clause 7.6 shall continue to apply.

Section 3 · Fees, advance payment, suspension and termination

Clause 6. Read with clause 17.

6 · Fees and payment

6.1 Payment is in advance. Fees shall be payable in advance for each billing period stated in the Order Form. Access to the Platform for any billing period is conditional upon receipt by Delve Solutions, in cleared funds, of the Fees for that period before the period begins.

6.2 All Fees are exclusive of GST and of any other tax, levy or bank charge, which shall be payable by the Customer in addition at the applicable rate.

6.3 Fees are non-refundable, save as provided in clauses 5.2, 18.3 and 20.4, under which Delve Solutions shall refund the unused, prepaid Fees for the affected Module or for the current billing period, as the case may be, on a pro-rata basis. All other adjustments shall be recorded in the Customer's account wallet in accordance with clause 6.10.

6.4 One notice, then suspension. If any amount is not received by its due date, Delve Solutions shall give the Customer one written notice addressed to the Customer's registered email address and to its designated billing contact. If such amount remains unpaid seven (7) days after that notice, Delve Solutions may, without further notice, suspend the Customer's access to the Platform in whole or in part.

6.5 Delve Solutions may charge interest on any overdue amount at the rate stated in the Order Form, from the due date until the date of actual payment, and the Customer shall reimburse all reasonable costs incurred by Delve Solutions in recovering any overdue amount, including collection charges and legal fees.

6.6 During any period of suspension: (a) Named Users shall be unable to sign in; (b) scheduled processing, mail delivery and mobile synchronisation shall cease; and (c) Customer Data shall be retained but shall not be accessible. Fees shall continue to accrue during any suspension arising from non-payment.

6.7 Restoration. Access shall be restored within two (2) working days after all outstanding amounts have been received in cleared funds. Delve Solutions may, as a condition of restoration, require payment in advance of the Fees for the next billing period.

6.8 Termination for continued non-payment. If any amount remains unpaid thirty (30) days after the notice given under clause 6.4, Delve Solutions may terminate these Terms with immediate effect by written notice. Clause 10 (return and deletion of data) shall thereupon apply, and the Customer shall remain liable for all amounts accrued up to the date of termination.

6.9 Fees fixed for the Subscription Period. The Fees accepted in the Order Form shall apply for the Subscription Period in which they were accepted. Delve Solutions may revise the Fees for any renewal by giving not less than thirty (30) days' notice before the renewal date. No new Terms Version shall change the Fees for the current Subscription Period.

6.10 Adding and removing Modules and users mid-term. Either Party may, at any time, add or remove a Module, or change the number of Named Users or Chemist Users for a Module, on the following basis: (a) an addition shall take effect upon its acceptance online or in writing; (b) a removal or reduction shall take effect from the start of the next billing period, unless the Parties agree an earlier date; (c) the invoice already raised for the current billing period shall stand, and the difference — being a pro-rata charge for an addition, or a pro-rata credit for a removal by Delve Solutions or an agreed earlier removal — shall be recorded in the Customer's account wallet and settled against the next invoice, by debit or by credit note as required under GST law; (d) any credit balance in the wallet may be applied only against future invoices and shall not be paid out in cash, save as provided in clause 6.3; and (e) every such change shall be recorded as an amendment to the Order Form.

6.11 Rate card and user counts. The Order Form shall state, for each Module, a rate card comprising the list price, the pricing unit (per Named User per month, per Named User per year, per Chemist User per month, or a fixed amount per year), any discount (which may be up to one hundred per cent (100%)), any complimentary period, and whether the Module is billed yearly. The Customer shall enter the number of users for each Module, and the Fees shall be calculated from the rate card on those numbers. Where the Customer subscribes to Delve-Saarthi CRM, every other per-user Module (other than Delve-Sampada HR and Delve-AAadesh) shall be licensed for the same number of Named Users as Delve-Saarthi CRM.

6.12 Billing cycle. The billing cycles available, and the number of opening months that are billed monthly only, shall be as stated in the Order Form. After those opening months, the Customer may elect, through the Platform, to move to quarterly or yearly billing with effect from the next billing period. Any Module stated to be billed yearly shall be billed yearly in advance, irrespective of the billing cycle chosen for the other Modules.

Section 4 · Customer data and its ownership

Clause 7.

7 · Customer Data

7.1 Ownership. All Customer Data is and shall remain the property of the Customer. Nothing in these Terms shall operate to transfer to Delve Solutions any right, title or interest in Customer Data.

7.2 Licence to process. The Customer hereby grants to Delve Solutions a limited licence to host, store, transmit, back up, display and process Customer Data, solely for the purpose of providing, securing and supporting the Platform, and solely for the duration of these Terms and the retention period referred to in clause 9.

7.3 Accuracy is the Customer's. Delve Solutions does not verify Customer Data. The Platform records, calculates and reports what the Customer's personnel enter. The Customer shall be solely responsible for the accuracy, legality and completeness of its master data, transactions, prices, targets, claims, licences and documents, and for all business decisions taken on the basis of reports produced by the Platform.

7.4 When Delve Solutions may access Customer Data. Delve Solutions shall access Customer Data only: (a) where the Customer requests support and such access is necessary to provide it; (b) where such access is necessary to investigate a security incident or a defect; or (c) where required by law, and then only to the extent so required and, where lawful, after notifying the Customer. Every such access shall be limited to the personnel who require it and shall be logged.

7.5 Aggregated statistics. Delve Solutions may compile aggregated and de-identified statistics relating to the use of the Platform, such as volumes and performance, for the purpose of operating and improving the service. Such statistics shall not identify the Customer or any individual, doctor, chemist, stockist or product, and shall not be shared in any form from which the Customer could be identified.

7.6 No sale of data. Delve Solutions shall not sell, rent, license or share Customer Data with any third party for that third party's own purposes, shall not use Customer Data for advertising, and shall not use Customer Data to train any artificial-intelligence or machine-learning model, whether its own or that of a third party.

7.7 Separation. Each Customer's data is held in a separate database schema, and the applicable schema is determined on every request from the authenticated user's own credentials and never from any information supplied by the client.

Section 5 · Data safety and security

Clause 8.

8 · Security measures

8.0 Current practice. This clause 8 describes Delve Solutions' current practice. Delve Solutions shall maintain security measures that are reasonable for a service of this nature, and may change the specific measures from time to time, provided that the overall level of protection is not materially reduced. Nothing in this clause 8 constitutes a representation or warranty that the Platform will be free from interruption, error or breach.

8.1 Separation. Customer Data is held in a Customer Company Schema that is separate from that of every other customer. The schema applicable to a request is determined by the server from the authenticated session, and any request that names a different company shall be refused.

8.2 Access control. Access is granted by Named User with an individual credential. Authorisation is determined on the server for every request and is never accepted from the client. A person's visibility is limited to his or her own records and, where that person manages others, to the records of those reporting to him or her. Administrative rights are held by the Customer's own administrators and not by Delve Solutions.

8.3 Credentials and secrets. Passwords and PINs are stored only in hashed form and never in readable form. Credentials that must be presented to a third-party service, such as the password of a mail account, are stored in encrypted form under a key held in a managed secret store, and are never returned to any screen. No fallback key or shared default credential is used.

8.4 Transport. All traffic between client applications and the Platform is encrypted in transit using industry-standard TLS. Documents required to be preserved, including invoices, accepted terms and approved visual aids, are stored as data and not as links to external locations.

8.5 Logging and audit. Approvals, receipts, confirmations, re-baselines, claim changes, ledger postings, enrolment decisions and administrative changes are written to append-only audit records identifying the

actor and the time. Audit records are not edited or deleted, and any correction is made by a new, opposite entry.

8.6 Hosting and sub-processors. The Platform is hosted on managed cloud infrastructure in the region stated in Schedule B. Delve Solutions may appoint or replace sub-processors and shall maintain the current list of sub-processors in Schedule B and online; publication of an updated list shall constitute notice of the change.

8.7 Backups. Delve Solutions backs up the production database every day and retains each backup for seven (7) days, as stated in Schedule B. If Customer Data is lost or corrupted, Delve Solutions shall use reasonable efforts to restore it from the most recent available backup; data entered after that backup may need to be re-entered. The Customer shall be responsible for exporting any data it wishes to retain, both during and after the term of these Terms.

8.7A Disaster recovery. If a disaster renders the Platform unavailable, including the loss of the hosting region, the database or the application service, Delve Solutions shall aim to restore the service, in the same or another region in India, within seventy-two (72) hours of declaring the disaster (the recovery time objective, “RTO”), with no more than twenty-four (24) hours of Customer Data lost (the recovery point objective, “RPO”). The RTO and RPO are operating targets. Consistent with clauses 8.0 and 15.1, they do not constitute a guaranteed service level, and no service credit shall be payable if they are not met. Delve Solutions shall keep the Customer informed through the contacts referred to in clause 8.11 until the service is restored.

8.8 Incidents. Delve Solutions shall notify the Customer without undue delay, and in any event within seventy-two (72) hours after confirming a personal data breach affecting Customer Data, providing the information then available — including the nature of the breach, the data and individuals likely to be affected, the measures taken, and a point of contact — and shall update the Customer as further information becomes available, so as to enable the Customer to meet its own obligations under the Digital Personal Data Protection Act, 2023 and any other applicable law, including any intimation to the Data Protection Board of India.

8.9 Personnel. All personnel with access to production systems are bound by obligations of confidentiality, and such access is withdrawn when their role ends.

8.10 Vulnerabilities. Delve Solutions shall remediate security defects on a risk-prioritised basis and may deploy an urgent security fix without prior notice.

8.11 Security contact. Security queries, and any suspected security incident or vulnerability, may be reported to Delve Solutions’ information security contact named in Schedule B. The Customer shall designate its own security contact in the Order Form or by written notice. Notices under clauses 8.7A and 8.8 shall be sent to that contact and to the Customer’s registered email address.

8.12 Security information and audits. Upon the Customer’s reasonable written request, made not more than once in any period of twelve (12) months, Delve Solutions shall provide written information concerning its security practices, including responses to a reasonable security questionnaire. No physical inspection, penetration testing, vulnerability scanning or direct access to the systems or infrastructure of Delve Solutions shall be permitted, save where required by law or agreed in writing by Delve Solutions, and in either case at the Customer’s cost and subject to reasonable conditions as to confidentiality and scheduling.

Section 6 · Personal data, and who is responsible for it

Clause 9 to 10.

9 · Roles under data protection law

9.1 In respect of personal data processed through the Platform, including that of the Customer’s employees and of the doctors, chemists, stockists and other individuals in the Customer’s records, the Customer is the data fiduciary (controller) and Delve Solutions is the data processor. Delve Solutions shall process such personal data only on the Customer’s documented instructions, which include these Terms.

9.2 The Customer represents and warrants that it has a lawful basis for collecting and processing the personal data that it enters or uploads, including any consent or notice required under the Digital Personal Data Protection Act, 2023 or any other applicable law, and that it has given all notices required by such laws.

9.3 Sensitive categories. The Customer shall not upload into the Platform any health data relating to identified patients, or any other special category of personal data. The Platform is not designed to hold patient records and shall not be used as such.

9.4 Data principal requests. Where an individual exercises a right in respect of data held in the Customer's schema, the Customer shall respond to that request. Delve Solutions shall, at the Customer's written request, provide reasonable technical assistance, including locating, exporting, correcting or deleting a record.

9.5 Location tracking. The Platform records location at the time of an attendance punch and at the time of a call, and records photographs where the Customer has enabled visit proof. The Customer shall be responsible for informing its employees accordingly, for obtaining any consent required by its terms of employment or by law, and for using such information lawfully and proportionately.

9.6 Privacy Policy. The Delve-Saarthi Privacy Policy, published by Delve Solutions on its website (as stated in Schedule B) and on the store listing of each mobile application, informs Named Users of how personal data is handled in the Platform, and describes the same roles, security, retention and breach measures as these Terms. As between Delve Solutions and the Customer, these Terms shall prevail in the event of any inconsistency, and Delve Solutions shall keep the two documents consistent whenever either is updated.

10 · Return and deletion of data

10.1 During the term of these Terms, the Customer may export its data at any time using the export facilities provided by the Platform: lists, registers and reports as CSV files (which may be opened in Microsoft Excel and other spreadsheet programs), and issued documents, including invoices, accepted terms and approved visual aids, as PDF files.

10.2 Upon termination or expiry of these Terms, Delve Solutions shall keep the Customer's data available for export for a period of thirty (30) days (the "Export Window"). The Customer shall be responsible for completing its export within the Export Window.

10.3 Following the Export Window, Delve Solutions shall delete Customer Data from its production systems within a further thirty (30) days, and from backups in the ordinary course as those backups expire, save where retention is required by law.

10.4 Upon the Customer's written request made during the Export Window, Delve Solutions shall provide a database-level extract of the Customer's schema, at the Customer's option either as a PostgreSQL SQL dump or as one CSV file per table (UTF-8, with a header row), together with a list of the tables included, for a reasonable fee. Migration assistance, data mapping, custom exports and the import of data into any third-party system are professional services outside the subscription, and shall be charged at the then-current professional service rates of Delve Solutions.

10.5 Delve Solutions shall confirm such deletion in writing upon request.

Section 7 · The Customer's own responsibilities

Clause 11 to 14.

11 · Configuration and operation

11.1 The Customer shall be responsible for configuring the Platform in accordance with its own business rules, including its positions and reporting lines, territories and stockist allocations, product masters and prices, allowance rates, approval limits, review weightings, incentive rules, targets and calendars. The Platform applies the configuration with which it is provided.

11.2 The Customer shall nominate its own administrators, approvers, confirmers and reviewers, and shall be responsible for keeping such nominations current when personnel leave or change roles.

11.3 The Customer shall be responsible for the accuracy of the drug licence numbers, GST registrations, addresses and bank details that it records, and for the consequences of any invoice, order or enrolment issued in reliance on them.

11.4 Customer security. The Customer shall: (a) ensure that each Named User keeps his or her credentials confidential and uses a strong password or PIN; (b) promptly disable the access of any Named User who leaves its employment or no longer requires access; (c) not share or disclose any credential; (d) maintain reasonable anti-malware and security controls, including a device lock, on the computers and mobile devices used to access the Platform; and (e) notify Delve Solutions without undue delay of any suspected unauthorised access. Any loss arising from the Customer's failure to comply with this clause shall be the responsibility of the Customer.

12 · The Chemist Programme, where licensed

12.1 The Customer is the obligor. Where the Customer operates a Chemist Programme, the points, rewards, catalogue and every obligation owed to a chemist are the sole obligations of the Customer. Delve Solutions does not issue or owe any points, does not hold any funds, and does not fulfil any reward.

12.2 The Customer shall publish its own chemist-facing terms and shall be responsible for their content and lawfulness. Delve Solutions publishes platform terms which the Customer's administrator must accept before the programme can be enabled, and which shall not be overridden by the Customer's own terms.

12.3 The Customer shall be responsible for determining which products carry a code, for printing and applying the codes, for verifying each chemist's drug licence, for approving enrolments, and for dispatching and delivering every reward that it approves.

12.4 The programme is a loyalty mechanism only. It is neither a track-and-trace system nor an anti-counterfeiting guarantee, and the Customer shall not represent it as either.

12.5 The Customer shall be responsible for the tax, accounting and regulatory treatment of the points it issues and the rewards it gives, including any question of inducement under any applicable code of pharmaceutical marketing practice.

13 · Regulated content and promotional claims

13.1 Where the Customer uses the Platform to create, approve, publish or distribute promotional material, including any visual aid, the content of such material and its compliance with all applicable laws and codes of practice shall be the sole responsibility of the Customer.

13.2 The Platform performs mechanical checks only, namely that a claim placed on a page is one that the Customer has entered in its own library, that its wording is unchanged, and that its source has not been withdrawn or expired. These are checks of consistency and not of truth, substantiation or regulatory compliance. The Platform does not read any source, assess any claim or certify anything.

13.3 The Platform's checks do not extend to text outside a claim element, including headings, sub-headings, tables and captions, for which the Customer shall be responsible.

13.4 Approval by the Customer's own reviewer or nominated medical practitioner forms part of the Customer's internal process. It does not constitute approval by Delve Solutions, and Delve Solutions expresses no view on it.

13.5 Where images are obtained from third-party libraries within the Platform, the Customer shall comply with the applicable image licences, including the restriction that no identifiable person may be presented as a patient, as a user of a product, or as endorsing a product.

14 · Communications sent from the Customer's own systems

14.1 The Platform sends invoices, orders, review links and similar documents from the Customer's own configured mailbox. The Customer shall be responsible for the configuration, security and lawful use of that mailbox, and for the deliverability of mail sent from its own domain.

14.2 Where no mailbox has been configured, the relevant document shall not be sent, and the Platform shall record it as not sent. Delve Solutions shall not send any document of the Customer in the name of Delve Solutions.

14.3 The Customer shall comply with all laws applicable to the messages it sends, including any consent requirements for commercial communications.

Section 8 · Availability, support and third parties

Clause 15 to 16.

15 · Availability and support

15.1 Delve Solutions shall use commercially reasonable efforts to keep the Platform available, and shall provide support during the hours, and in accordance with the response targets, stated in the Order Form. Save as otherwise stated in the Order Form, no service level is guaranteed and no service credit shall be payable.

15.2 Delve Solutions shall give reasonable notice of any planned maintenance expected to cause an interruption, and shall, where practicable, schedule such maintenance outside business hours in India.

15.3 Emergency maintenance may be carried out without notice where required for reasons of security or data integrity.

15.4 The Customer shall designate a single point of contact for support, shall report issues in sufficient detail to enable them to be reproduced, and shall install the mobile application updates that Delve Solutions identifies as required. A server-side correction may depend on an updated mobile application, and a Customer running an earlier version may not receive the benefit of it.

16 · Third-Party Services

16.1 Certain features depend on services not operated by Delve Solutions, including public research databases, free image libraries, mail providers, messaging providers, courier services, map and location services, and mobile application stores.

16.2 Delve Solutions gives no warranty in respect of any Third-Party Service, does not control its availability, content, accuracy, pricing or terms, and shall not be liable for any loss arising from its unavailability or withdrawal, any change in its terms, or any content it returns.

16.3 Where a Third-Party Service requires the Customer's own credential or key, the Customer shall obtain it, shall be bound by the terms of that provider, and shall be responsible for its use.

16.4 If any Third-Party Service becomes unavailable or unusable, Delve Solutions shall inform the Customer and may withdraw or replace the dependent feature. Such withdrawal shall not constitute a breach of these Terms.

16.5 Application stores. Delve Solutions shall not be responsible for any delay, restriction, suspension or removal of a mobile application imposed by Google Play, the Apple App Store or any other distribution platform, and no such event shall constitute a breach of these Terms. Where practicable, Delve Solutions shall make the affected functionality available through the web applications of the Platform during any such event.

Section 9 · Liability

Clause 17. Read with clauses 7.3, 12, 13 and 16.

17 · Disclaimers and limitation of liability

17.1 The Platform is provided on an "as is" basis. To the maximum extent permitted by law, Delve Solutions excludes all warranties, conditions and representations not expressly set out in these Terms, whether

express, implied or statutory, including any implied warranty of merchantability, fitness for a particular purpose, accuracy or non-infringement.

17.2 Delve Solutions shall not be responsible or liable for:

- (a) the accuracy, completeness or lawfulness of Customer Data, or any decision taken on the basis of a report produced from it;
- (b) any commercial outcome, including sales achieved, targets met, incentives paid, market share, or the performance of any employee, product or campaign;
- (c) any regulatory action, penalty, enquiry or dispute arising from the Customer's promotional material, claims, loyalty programme, pricing, invoicing, tax positions or returns;
- (d) any obligation owed by the Customer to any chemist, doctor, stockist, employee or other third party, including any points, reward, discount, order or payment;
- (e) any act or omission of a Third-Party Service;
- (f) any loss or corruption of data caused by the Customer's own act, its configuration, its credentials, or its failure to export data within the Export Window referred to in clause 10;
- (g) any use of a preview feature under clause 3.3; or
- (h) any unavailability resulting from suspension for non-payment under clause 6.

17.3 Working papers are not returns. Statutory and tax outputs produced by the Platform are working papers compiled from what the Customer has recorded. They are not statutory returns, they do not include any information not held by the Platform, and the Customer shall be solely responsible for any return that it files.

17.4 Exclusion of indirect loss. Neither Party shall be liable to the other for any loss of profit, loss of revenue, loss of business, loss of goodwill or loss of anticipated savings, or for any indirect or consequential loss, howsoever arising.

17.5 Cap. The total aggregate liability of Delve Solutions arising out of or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the Fees actually paid by the Customer to Delve Solutions in the three (3) months immediately preceding the event giving rise to the claim.

17.6 Nothing in these Terms shall exclude or limit any liability for fraud or wilful misconduct, or any other liability which cannot lawfully be excluded or limited.

17.7 Customer indemnity. The Customer shall indemnify and hold harmless Delve Solutions, its partners and personnel from and against any and all claims, demands, penalties, losses and reasonable costs (including legal fees) arising out of or in connection with: Customer Data; any act or omission of the Customer, its Named Users, Chemist Users or agents; its use of the Platform; its promotional content or claims; its Chemist Programme; its invoicing, pricing or tax positions; its processing of personal data; or any breach by it of these Terms.

17.8 Allocation of risk. The Customer acknowledges and agrees that the Fees reflect the allocation of risk set out in this clause 17, and that the Platform would not be offered at those Fees in the absence of such allocation.

Section 10 · Term, termination and the rest

Clause 18 to 24.

18 · Term and termination

18.1 These Terms shall continue for the Subscription Period and shall thereafter renew automatically for successive periods of the same duration, unless either Party gives written notice of non-renewal not less than thirty (30) days before the end of the then-current period.

18.2 The Customer may terminate these Terms for convenience by giving not less than thirty (30) days' written notice. Fees already paid shall not be refunded.

18.3 Delve Solutions may terminate these Terms for convenience by giving not less than thirty (30) days' written notice, and shall refund on a pro-rata basis the Fees paid for the unexpired portion of the current billing period.

18.4 Either Party may terminate these Terms with immediate effect by written notice if the other Party: (a) commits a material breach of these Terms which is not remedied within fifteen (15) days after receipt of written notice requiring it to be remedied; or (b) becomes insolvent, enters into liquidation, or has a receiver appointed over its assets.

18.5 Termination for non-payment shall be governed by clause 6.8.

18.5A Suspension for risk. Delve Solutions may suspend access to the Platform, in whole or in part, with immediate effect and without liability, where it reasonably believes that the Customer's use of the Platform breaches clause 4 or any law, threatens the security or integrity of the Platform or of another customer's data, or may expose Delve Solutions to liability. Access shall be restored once the cause has been resolved.

18.6 Upon termination, all licences granted under these Terms shall terminate, the Customer shall cease all use of the Platform, and clause 10 shall apply to its data. Clauses 7.1, 10, 12, 13, 17, 19, 20 and 22, and any other provision which by its nature is intended to survive, shall survive termination or expiry of these Terms.

19 · Confidentiality

Each Party shall keep confidential all confidential information of the other Party, shall use it solely for the purposes of these Terms, and shall protect it with no less care than it uses to protect its own confidential information, and in no event with less than reasonable care. This obligation shall not apply to information which: (a) is or becomes public other than through a breach of these Terms; (b) was already known to the receiving Party; (c) is independently developed by the receiving Party; or (d) is required to be disclosed by law, in which case the receiving Party shall, where lawful, notify the disclosing Party before making the disclosure.

20 · Intellectual property

20.1 The Platform, its software, design, documentation and trade marks, and all improvements to any of them, are and shall remain the exclusive property of Delve Solutions. These Terms grant a right of use only and shall not operate as an assignment or transfer of any right.

20.2 Delve-Saarthi™ and the Delve-Saarthi mark are trade marks of Delve Solutions. The Customer may state that it uses the Platform, but shall not use the marks in its own products, packaging or promotional material without the prior written consent of Delve Solutions.

20.3 Delve Solutions may use any feedback provided by the Customer without obligation or attribution.

20.4 Infringement claims. If a third party alleges that the Platform, as provided by Delve Solutions and used in accordance with these Terms, infringes its copyright, patent, trade mark or other intellectual property right, the Customer shall promptly notify Delve Solutions, and Delve Solutions may, at its own option and expense: (a) procure for the Customer the right to continue using the affected part; (b) modify or replace the affected part so that it ceases to infringe, without materially reducing its functionality; or (c) where neither of the foregoing is reasonably practicable, withdraw the affected Module and refund the unused, prepaid Fees for it on a pro-rata basis. This clause shall not apply to any claim arising from Customer Data or other material supplied by the Customer, from any modification not made by Delve Solutions, from use in combination with anything not supplied by Delve Solutions, or from any Third-Party Service. This clause states the entire obligation of Delve Solutions, and the sole and exclusive remedy of the Customer, in respect of any infringement claim.

20.5 Open-source components. The Platform may include open-source software components, each licensed under its applicable open-source licence. To the extent required by such a licence, the Customer's rights in respect of such components are governed by that licence, and nothing in these Terms shall restrict any right granted by it.

21 · Force majeure

Neither Party shall be liable for any failure or delay in performing its obligations to the extent caused by an event beyond its reasonable control, including act of God, flood, fire, earthquake, epidemic, war, terrorism, civil disturbance, strike, act of government, failure of a utility or public telecommunications network, any outage, degradation or withdrawal of a cloud hosting, database, network, domain-name, mail or messaging provider, or any cyber-attack (including a denial-of-service attack), save to the extent that such event results from the affected Party's failure to implement the measures described in these Terms. The affected Party shall promptly notify the other Party, keep it informed, and use reasonable efforts to resume performance, which in the case of Delve Solutions shall include the disaster-recovery measures described in clause 8.7A. An event of force majeure shall not excuse any payment already due. If such event prevents use of the Platform for more than thirty (30) consecutive days, either Party may terminate these Terms by written notice, whereupon clause 10 shall apply.

22 · Governing law and jurisdiction

These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of India. Before commencing any proceedings, the Parties shall attempt in good faith to resolve any dispute through discussion between their senior representatives within thirty (30) days. Any dispute not so resolved shall be referred to and finally resolved by arbitration before a sole arbitrator appointed by mutual agreement of the Parties or, failing such agreement within thirty (30) days, in accordance with the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Hyderabad, Telangana, and the language of the arbitration shall be English. Subject to the foregoing, the courts at Hyderabad, Telangana shall have exclusive jurisdiction.

23 · Notices

All notices under these Terms shall be in writing and shall be given by email to the addresses stated in the Order Form, with a copy to info@delvesolutions.in in the case of notices to Delve Solutions, and to the Customer's registered email address in the case of notices to the Customer. A notice sent by email shall be deemed to have been given on the next working day after transmission. Delve Solutions may also give notice by a message displayed in the Platform to the Customer's administrator, which shall be deemed to have been given when first displayed.

24 · General

24.1 Versioned terms, published online. These Terms are published online with a version number. Delve Solutions may amend these Terms at any time, including to add or change Modules, to reflect a change in law, regulation or a Third-Party Service, or to change how the Platform operates, by publishing a new Terms Version together with a summary of the changes and its effective date. The effective date shall be not less than fifteen (15) days after publication, save where a change is required by law or for reasons of security, in which case it may take effect immediately.

24.1A Acceptance of a new version. The Customer's administrator shall be requested to accept each new Terms Version upon next signing in. Acceptance shall be recorded with the version number, the time, the signatory and the one-time code used. If a Terms Version has not been accepted within fifteen (15) days after its effective date, Delve Solutions may restrict the Customer's access to viewing and exporting data until it is accepted.

24.1B If the Customer does not accept. If the Customer does not accept a new Terms Version, its sole and exclusive remedy shall be to terminate these Terms by written notice before the effective date of that version, without refund of Fees already paid.

24.1C Electronic acceptance. Online Acceptance constitutes a valid electronic signature and electronic record under the Information Technology Act, 2000, and shall bind the Customer as if these Terms had been signed on paper by its authorised signatory.

24.2 Assignment. Neither Party may assign or transfer these Terms, or any of its rights or obligations under them, without the prior written consent of the other Party, save to a successor to all or substantially all of its business.

24.3 No partnership. The Parties are independent contractors. Nothing in these Terms shall create, or be deemed to create, any partnership, joint venture, agency or employment relationship between the Parties.

24.4 Entire agreement. The Order Form and these Terms constitute the entire agreement between the Parties in respect of their subject matter, and supersede all prior discussions, understandings and arrangements relating to it.

24.5 Severance. If any provision of these Terms is held to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall continue in full force and effect.

24.6 Waiver. No failure or delay by either Party in exercising any right or remedy under these Terms shall operate as a waiver of that right or remedy, nor shall any single or partial exercise of it preclude any further exercise of it or of any other right or remedy.

24.7 Publicity and customer reference. Unless the Customer objects in writing, Delve Solutions may identify the Customer, by its name and logo, as a user of the Platform on its website, in its customer lists, and in demonstrations and sales presentations, provided that no confidential information of the Customer is disclosed. The Customer may object at any time by written notice, whereupon Delve Solutions shall cease any further such use within thirty (30) days. Save as aforesaid, neither Party shall refer to the other in any publicity, press release, case study or testimonial without the other Party's prior written consent.

Schedule A · The Modules

The Order Form states which Modules are licensed and the number of users for each. A Module not listed there is not licensed.

	Module	What it covers
☐	1 · Delve-Saarthi CRM — field force	attendance, tour and route plans, doctor and chemist registers, daily call reporting, digital detailing, samples, RCPA, monthly travel and daily allowance
☐	2 · Delve-Saarthi CRM — secondary sales	primary capture, stockist receipt confirmation, stockist closing, secondary calculation
☐	3 · Delve-Saarthi CRM — POB, chemist order booking	counter orders, scheme application, discount approval, supply upload, chemist receipt
☐	4 · Delve Rewards — loyalty and rewards	chemist enrolment, code generation, points ledger, catalogue, redemption and dispatch, the chemist application
☐	5 · Delve-Saarthi CRM — marketing and business planning	annual plan, budget, targets and cascade, activity calendar, activity expenses, ROI
☐	6 · Delve-Sarahana Review — field force	review cycles, scoring, manager and peer review, SFE desks
☐	7 · Delve-Sarahana Review — incentive calculation	weightages, slabs, fixed rewards, manager cascade, payout runs
☐	8 · Delve-Sarahana Review — head office	KPI register, task and project register, balanced scorecard
☐	9 · Delve-AAadesh — invoicing and finance	customers, GST invoicing, payments and ageing; the Delve-Samriddhi ledger, statements and GST working papers
☐	10 · Visual Aid Studio	claims and references library, aid building, review by link, publishing
☐	11 · Delve-Sampada HR	people, positions, access, allowance rates, attendance policy, payroll inputs

Schedule B · Hosting, sub-processors, retention

Clauses 5.4, 8.6, 8.7, 8.7A, 8.8, 8.11 and 9.6 refer to this schedule.

Item	Detail
Hosting provider and region	Managed cloud infrastructure, India — asia-south1 (Mumbai)
Database	Managed PostgreSQL, India region
Backup frequency	Daily, automated
Backup retention	Seven (7) days
Recovery point objective (RPO)	24 hours — the most data that may be lost in a disaster
Recovery time objective (RTO)	72 hours from declaring a disaster (clause 8.7A)
Recovery policy	Restore from the most recent backup to the same or another India region; Customer informed until restored
Personal data breach notice	Within 72 hours of confirming a breach (clause 8.8)
Information security contact	Mr. Sudhir Sharma, Founder, Delve Solutions · helpdesk@delvesolutions.in (subject “Security”), copy info@delvesolutions.in · +91 800 855 8064

Item	Detail
Privacy Policy	delvesolutions.net/privacy.html and delvesolutions.in/privacy.html (clause 9.6)
Secret management	Managed secret store, India region
Artificial-intelligence services	None enabled as at the Effective Date; any such service is listed here before it is enabled (clause 5.4)

Sub-processors

Sub-processor	Purpose	Data it may see
Cloud infrastructure provider	hosting, database, storage	all Customer Data at rest and in transit
Mail relay (where the Customer has not configured its own mailbox)	platform notices	recipient address and message content
Mobile application store	distribution of the mobile applications; crash reports	device model, operating system and crash diagnostics
Push notification service (Firebase Cloud Messaging)	notifications to the Delve-Saarthi CRM mobile application	device token and notification text
Public research databases (where the Visual Aid Studio is licensed)	literature and trial look-up	the search terms sent
Image libraries (where the Visual Aid Studio is licensed)	free stock images	the search terms sent

Note. Third-party services the Customer connects with its own credentials — its mail provider, its messaging provider, its courier — are the Customer's own processors, not Delve Solutions' sub-processors, and the Customer's agreement with them governs.

Schedule C · Pricing units

Clause 6.11 refers to this schedule. The Order Form states the unit, the quantity and the price for each Module; the examples below show the units in use and do not themselves set any price.

Pricing unit	Typical Module	How the quantity is counted
Per Named User per month	Delve-Saarthi CRM	Named Users permitted to sign in to that Module
Per Named User per year	Delve-Sampada HR · Delve-Sarahana Review	Named Users permitted to sign in to that Module
Fixed amount per year	Delve-AAadesh — invoicing and finance	One amount per Customer, covering the Named Users stated
Per Named User per month + per Chemist User per month	Delve Rewards — loyalty and rewards	Company-side Named Users, plus chemists enrolled in the Chemist Programme

A Named User given access to two Modules is counted in each. Where Delve-Saarthi CRM is subscribed, other per-user Modules (except Delve-Sampada HR and Delve-AAadesh) carry the same user count as the CRM. Complimentary periods and discounts (up to 100%) apply only where the Order Form states them.

Acceptance

Where these Terms are not accepted online, they are signed for and on behalf of the parties below.

For Delve Solutions Name: Mr. Sudhir Sharma Designation: Founder Signature: _____ Date: _____ Place: _____ Company seal	For the Customer Name: _____ Designation: _____ Signature: _____ Date: _____ Place: _____ Company seal
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