

SanchAI Terms & Conditions

Effective Date: 01-05-2025

These Terms and Conditions (the “**Agreement**”) govern access to and use of the SanchAI® software-as-a-service platform (the “**Service**”) provided by **Sanchai Analytics Private Limited**, an Indian company with its registered office at ____ (“**SanchAI**,” “**Sanchai Analytics**”, “**we**,” “**us**,” “**our**”), to the entity or person agreeing to these terms (“**Customer**,” “**you**”).

By executing an order form, clicking “I agree,” or using the Service, Customer accepts this Agreement. If you do not agree, do not use the Service.

1. Definitions [🔗](#)

Term	Meaning
“ AI-Generated Output ”	Text, reports, insights or other content produced by the Service in response to Customer Data.
“ Authorized User ”	An employee or contractor of Customer who is provisioned with login credentials.
“ Customer Data ”	All data uploaded to, stored in, or processed by the Service on Customer’s behalf.
“ Documentation ”	The user manuals and support materials published by SanchAI.
“ Fair Use Policy ” or “ FUP ”	The usage limits in § 6.

2. The Service [🔗](#)

2.1 Grant of Right. SanchAI grants Customer a non-exclusive, non-transferable right for Authorized Users to access and use the Service and Documentation during the Subscription Term solely for Customer’s internal business operations.

2.2 Modifications. We may enhance or modify features from time to time, provided no material reduction in core functionality.

3. Account Management [🔗](#)

Customer is responsible for (a) the confidentiality of its log-in credentials; (b) ensuring Authorized Users comply with the Agreement; and (c) all activities under its accounts.

4. Fees & Payment [🔗](#)

4.1 Fees. Fees consist of (i) **Platform Fee**: a fixed fee per wind turbine per month; (ii) **User License Fee**: a fixed fee for an Authorized User per month (minimum one user)¹; and (iii) any **Customization Fees** agreed in a Statement of Work (“**SOW**”).

¹ Amount may be updated in the Order Form.

4.2 Billing. Invoices are issued **monthly in advance** and payable within 15 days of invoice date. Prices are exclusive of applicable taxes, duties, and withholdings, which are Customer’s responsibility.

4.3 **Late Payments.** Overdue amounts accrue interest at 1.5 % per month (or the maximum rate permitted by law) and we may suspend Service after 15 days' notice of non-payment.

4.4 **Price Changes.** We may revise fees with 60 days' prior notice. If increase > 10 %, Customer may terminate for convenience on written notice before the new fees apply.

5. Term & Termination [↗](#)

5.1 **Subscription Term.** Minimum initial term: **6 months**. Thereafter, the Agreement auto-renews monthly unless either party gives 30-day notice.

5.2 **Early Termination.** Customer may terminate during the initial term by giving 1-month notice and paying the fees due for the then-current billing cycle.

5.3 **Termination for Cause.** Either party may terminate for material breach if the breach is not cured within 30 days of notice. SanchAI may terminate immediately for Customer's violation of § 6 (FUP) or § 10 (Compliance).

5.4 **Effect of Termination.** Upon termination (a) all rights granted cease; (b) Customer must stop using the Service; (c) we will make Customer Data available for **30 days** for download in CSV or Parquet and delete it thereafter, except backups retained for 90 days.

6. Fair Use Policy (FUP) & Overage [↗](#)

6.1 **Unlimited Seats & Projects.** We do not cap the number of Authorized Users or dashboards.

6.2 **Per-User AI Output Limit.** Each Authorized User may generate up to **500,000 words per monthly billing cycle**.

6.3 **Overage Fees.** If usage exceeds the limit, we will automatically charge EUR 100 or INR 10,000 per additional 100,000 words, invoiced in arrears.

6.4 **Abuse.** Prohibited: scripted scraping, penetration testing without consent, attempts to reverse engineer or disrupt the Service.

6.5 **Enforcement.** Upon breach, we may notify Customer. If not cured within 5 days, we may throttle or suspend the offending account.

7. Service Levels & Support [↗](#)

7.1 **Uptime Objective.** ≥ 99.5 % measured monthly, excluding (i) scheduled maintenance (up to 4 hours/month, 48-hour notice); (ii) Force Majeure.

7.2 **Incident Response.**

Severity	Initial Response	Target Resolution
P1 (Service down)	30 min	4 h
P2 (Critical feature)	2 h	1 business day
P3 (Non-critical)	1 business day	Next release

7.3 **Support Hours.** Email & ticket support 09:00-18:00 IST Monday-Friday; 24×7 phone for P1.

8. Data Security & Privacy [🔗](#)

8.1 **Security Measures.** AES-256 encryption at rest; TLS 1.3 in transit.

8.2 **Data Processing.** We process Customer Data solely to provide the Service and as described in the **Data Processing Addendum** (DPA). Customer is data controller; SanchAI is data processor.

8.3 **Breach Notification.** We will notify Customer within **72 hours** of confirming a data breach affecting Customer Data.

9. Intellectual Property [🔗](#)

9.1 **SanchAI IP.** We retain all rights to the Service, software, and underlying models. No rights are granted except as expressly stated.

9.2 **Customer Data & Output.** Customer owns Customer Data **and** the AI-Generated Output. Customer grants SanchAI a limited licence to process Customer Data to provide the Service.

9.3 **Custom Deliverables.** Ownership will be stated in each SOW; default is SanchAI retains IP with a perpetual, royalty-free licence to Customer.

10. Compliance & Acceptable Use [🔗](#)

Customer must not use the Service in violation of export control, sanctions, or anti-corruption laws, nor to build competing AI solutions.

11. Confidentiality [🔗](#)

Each party will protect the other's Confidential Information with the same care it uses for its own (minimum reasonable care) and will not disclose except to employees, affiliates, or advisors bound by similar duties.

12. Warranties & Disclaimers [🔗](#)

12.1 **Performance Warranty.** The Service will materially conform to the Documentation. Customer's exclusive remedy for breach is re-performance or termination with pro-rata refund.

12.2 **Disclaimer.** Except as stated, the Service is provided **"AS-IS"**. We disclaim all implied warranties, incl. merchantability, fitness, and non-infringement. AI-Generated Output may contain errors; Customer must verify before relying on it.

13. Limitation of Liability [🔗](#)

13.1 **Cap.** Our aggregate liability in any 12-month period is limited to the fees paid by Customer for that period.

13.2 **Exclusion.** Neither party is liable for lost profits, consequential, incidental, or punitive damages, even if advised of possibility.

13.3 **Exceptions.** Caps do **not** apply to (i) Customer's unpaid fees; (ii) breach of § 11; or (iii) indemnities in § 14.

14. Indemnification [🔗](#)

14.1 **By SanchAI.** We will defend Customer against third-party claims that the Service in unmodified form infringes IP and pay resulting damages. If a claim arises, we may (a) procure rights, (b) replace/modify, or (c) terminate with refund.

14.2 **By Customer.** Customer will defend SanchAI against claims arising from Customer Data or use of Service in breach of law or this Agreement.

15. Force Majeure [🔗](#)

Neither party is liable for failure to perform due to events beyond reasonable control (e.g. natural disasters, war, cyberattacks, gov't action).

16. Governing Law & Dispute Resolution [🔗](#)

This Agreement is governed by the laws of **India**. Courts in **Pune, Maharashtra** have exclusive jurisdiction. Disputes will first escalate to senior executives, then binding arbitration under the Arbitration & Conciliation Act, 1996 in Pune, conducted in English.

17. Miscellaneous [🔗](#)

- **Assignment.** Neither party may assign this Agreement without written consent, except to an affiliate or acquirer of all assets.
- **Notices.** Notices must be in writing and deemed given when (i) delivered by hand with signed receipt; (ii) sent by courier with proof; or (iii) emailed to legal@sanch.ai with read receipt.
- **Amendments.** We may modify these Terms by posting an updated version and emailing Customer 30 days prior. Continued use after effective date constitutes acceptance.
- **Severability.** If a clause is unenforceable, the remainder survives.
- **Entire Agreement.** This Agreement, the Order Form(s), DPA, and any SOWs constitute the entire understanding and supersede prior agreements.