

CCTV.



KLE UNIVERSITY
(Formerly known as KLE Academy of Higher Education & Research)
[Established under Section 3 of the UGC Act, 1956 vide Government of India Notification No.F.9-19/2000-U.3(A)]

No.KLEU/Accs/16-17/D-957

20th December 2016

Work Order

As per your Quotation dated 14th December, 2016, and further negotiation with you, we are pleased to place an order for the implementation & manning of CCTV Surveillance system in the JNMC Campus as detailed below by using the existing Wi-Fi network managed by your firm in the campus.

- | | | |
|---------------------------------------------------------------------|---|-------------|
| a. No of Cameras to be installed | | |
| i. Entire JNMC Campus as per the schedule | - | 72 Nos |
| ii. Exam section at JNMC building | - | 18 Nos |
| b. Period of contract | - | 5 Years |
| c. Charges per camera per month
(Plus service tax as applicable) | - | Rs. 3,555/- |

Terms and Conditions:

1. The above prices are per month per camera with online backup of recording for 07 days and storage backup for a period of 03 months.
2. All cabling terminates at Wi-Fi server room and display will be provided at Main gate or CCTV monitoring room in admin building as required by University.
3. The above price is inclusive of comprehensive maintenance of the CCTV project.
4. In future, increase in cameras will be ordered as per the needs between 10-15 Nos.
5. Power with backup will be provided by university to all the equipment's.
6. Coverage area will be university main building (Interior & Exterior) and only at all entrances of Hostels, Dental College, Physiotherapy, Guest House, 4 Main Gates, Auditorium & Digital Library.
7. Retrieval of any footage needed to be provided.
8. Payment will be made as per your monthly invoice raised.

We request you to take up the work immediately and in particularly at JNMC exam Hall.


Dr. V. D. Patil
Registrar

To,
Digital Intelligence Technologies India Pvt. Ltd
#6, 1st Floor, Public Utility Building,
M.G. Road, Bangalore - 5600 001

Continues

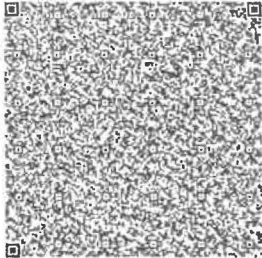


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Karnataka

e-Stamp

Certificate No. : IN-KA95620218066425P
Certificate Issued Date : 30-Aug-2017 12:45 PM
Account Reference : NONACC (FI)/ kaksfcl08/ PADMANABHA NAGAR/ KA-BA
Unique Doc. Reference : SUBIN-KAKAKSFCL0840425475155301P
Purchased by : E SUTRA CHRONICLES PVT LTD
Description of Document : Article 12 Bond
Description : SOFTWARE AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : E SUTRA CHRONICLES PVT LTD
Second Party : KLE UNIVERSITY BELGAUM
Stamp Duty Paid By : E SUTRA CHRONICLES PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



-----Please write or type below this line-----

AGREEMENT

This agreement made on 1st day of Aug, 2016 between KLE University, Belgaum, represented by its Registrar, Sri V.D.Patil, having its office at KLE University, JNMC Campus, Nehru Nagar, BELAGAVI - 590 010, Karnataka, India, hereinafter called KLE University (which expression shall wherever the context so admits include its successors and assignees) of the First Part

Page 1 of 11

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

M/s e-Sutra Chronicles Private Limited a Company incorporated under the Companies Act, 1956 represented by its Chief Executive Officer Sri Sudhindra Mokhasi having its registered office at # 953, SLN Plaza, 1st Floor, 15th Cross, 21st Main, Banashankari 2nd Stage, Bangalore-560070, INDIA hereinafter called "e-Sutra" (which expression shall wherever the context so admits include its successors and permitted assignees) of the Second Part

WHEREAS KLE University is India's leading Medical and Health Sciences University established by KLE Society AND

WHEREAS KLE University's genesis is Jawaharlal Nehru Medical College established in 1963. and has been accorded Deemed University status by UGC in 2006. In this regard KLE University is seeking a software provider to meet its requirement for managing its core academic functions for both the University and it's constituent colleges.

WHEREAS e-Sutra, established in 2007, is a pioneering IT products company, that has developed India's first and class leading Outcome based Education and Academics Administration Platform branded as 'contineo' - a product that is successfully operational in other leading Universities, autonomous & affiliate colleges for over 6 years.

WHEREAS e-Sutra after detailed demonstration and discussion with KLE University has made an offer to implement its software solution 'contineo' to suit the requirement of KLE University.

WHEREAS KLE University has through multiple sittings carried out extensive evaluation of 'contineo' and followed it up with customer reference checks for feedback and ascertained suitability to KLE University.

WHEREAS KLE University and e-Sutra have, in this regard, arrived at an understanding in terms of which it is agreed that in consideration of mutual promises the Parties deem it desirable and expedient to reduce the terms and conditions of their arrangement into writing and have the same duly evidenced by way of this agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

Scope and Purpose: The parties here by understand and agree that the purpose of this arrangement is to have a complete integrated Academics Management platform for constituent colleges and University type examinations system for the University. The detailed scope of work and various modules to be implemented, operated and supported are as stated in Annexure-1 of this Agreement. e-Sutra hereby agrees and confirm that it is offering it's IT platform 'contineo' as a software-as-a-service or rental model to KLE University and will provide

1. To implement all the modules listed in Annexure-I in a timeframe as mutually agreed by both parties
2. Provide all required support and training to KLE University users.
3. Automatic upgrade of its entire standard (not customer specific) product development and new version released by it to other customers without any additional fee.

Service Levels

1. To deploy adequate professional staff in the premises of KLE University during the period of implementation and thereafter to ensure proper implementation
2. To resolve any defect or bugs in the software reported by KLE University from time to time within a reasonable period.
3. While e-Sutra incorporates best practices for implementation of academic autonomy and covers all relevant processes through automation, it may be occasionally necessary to modify and customize the software for KLE University. e-Sutra shall, as a part of this contract, modify or make required changes to its software application to meet the requirement of KLE University. These changes shall be governed by the terms in the cost section of this agreement
 - a. The parties here by agree to adhere to the following process for all customization and modification: (i) KLE University will document the change / modification required. (ii) e-Sutra and KLE University will together arrive at a suitable schedule and timeline for delivery and deployment. (iii) An over-run of 20% on the timeline is permitted beyond which it will be escalated to the steering committee comprising both parties for resolution.
4. It is the responsibility of e-Sutra to ensure that the application deployed is as per the requirements and functionality as agreed between KLE University and e-Sutra. The software will be adequately tested and all critical bugs are fixed before deployment in the production environment. The following is the response time for bugs reported by KLE University.

Severity of Bug	Reporting of issue by KLE University	Time schedule to e-Sutra to respond with plan and timeline to resolve issue
Critical – Show stopper	Phone call to e-Sutra designated number AND logging of issue on the designated trouble ticket system	Within 8 (working) hours of the reporting of the bug by KLE University
Major	Phone call to e-Sutra designated number AND logging of issue on the designated trouble ticket system	Within 12 (working) hours of the reporting of the bug by KLE University
Minor	Phone call to e-Sutra designated number AND Logging of issue on the designated trouble ticket system	Within 48 (working) hours of the reporting of the bug by KLE University

5. Working hours for the scope of this agreement are defined as 9:30AM to 6:00PM, Monday through Friday, and excludes the days listed as holidays on KLE University academic calendar and e-Sutra holiday list.

UPTIME & CREDIT POLICY It is the responsibility of e-Sutra to ensure adequate uptime of the software. In case there is a continuous failure of business critical parts of the software for a period exceeding time stated in para (i) above the following remedy is proposed.

1. For the first occurrence in a fiscal year: KLE University will receive a credit of Rs.1000/-

2. For every subsequent occurrence within the same fiscal year: Rs.2000 per occurrence
3. The total number of credits in any fiscal year is capped at 3% of total annual billing in that year.

Credit Exceptions: - The credits will not be allowed under any of the following circumstances

- i. Downtime caused as a result of KLE University exceeding system capacity;
- ii. Downtime due to viruses
- iii. Downtime due to KLE University failure to adhere to e-Sutra change Management process and procedures;
- iv. Downtime caused by Acts of God or natural disasters;
- v. Any event or condition not wholly within the control of Vendor;
- vi. The negligence or willful misconduct of KLE University or others authorized by KLE University to use the Services provided by Vendor
- vii. Any failure of any component for which e-Sutra is not responsible, including but not limited to all KLE University -provided or KLE University -managed electrical power sources, networking equipment, computer hardware, computer software or web site content;
- viii. Downtime due to the acts or omissions of KLE University, its employees, agents, third party contractors or vendors, or anyone gaining access to Vendor's network or to the KLE University's Web site at the request of KLE University
- ix. Any failure of KLE University-provided local access facilities
- x. Any scheduled or emergency maintenance up to an accumulated total of 24 hours per month
- xi. Any failures that cannot be corrected because KLE University is inaccessible

Responsibilities

1. **Key Personnel:** It is hereby agreed that key personnel for monitoring and implementing the activities under this agreement is **Dr.M.S. Ganachari, Deputy Registrar** from KLE University and **Smt Shailaja Desai, Program Manager** from e-Sutra. The said Key Personnel shall be responsible for implementing the Agreement and also to ensure that all the provision and requirements of this agreement are adhered.
 - a. e-Sutra shall assign a SPOC (Single point of contact) for managing all operational aspects of the engagement with KLE University
 - b. KLE University shall assign a SPOC (Single point of contact) for managing all operational aspects of the engagement with KLE University
2. **Software requirement:** It is confirmed by e-Sutra that KLE University is not required to procure any software and 'contineo', and its extendable capabilities comes with all required software and no additional licenses of databases etc., are required. 'contineo' is accessed through browsers on the client machines. 'contineo' supports all current versions of Google Chrome and Mozilla Firefox. It also assured by e-Sutra that future development and additions to software are done by using open source and KLE University shall not need to procure additional software.
3. **Hardware requirement:** It is agreed that the KLE University shall provide all the required connectivity (both internet & intranet), hardware like servers, backup infrastructure, workstations and

other associated hardware for setup, testing and implementation of 'contineo'. The detailed specification of servers and connectivity to be provide are as specified in Annexure-2. The custodial responsibility of the servers will be with e-Sutra. However, server repair and maintenance, SLAs for uptime and cost related to hardware is not the responsibility of e-Sutra. E-Sutra will be the user of the hardware and will take ownership for 'contineo' application running on it. E-Sutra shall have exclusive super-admin rights to the server on which 'contineo' resides.

4. **Hosting and connectivity infrastructure:** The internet hosting infrastructure and connectivity required to for student portal, declare students' results online is also excluded from the price and shall be provided by KLE University. KLE University shall also provide a minimum 1 MBPS bandwidth for the e-Sutra team to access the KLE University server implementation from their office for maintenance purposes.
5. **Onsite Visit:** For use during onsite visits of e-Sutra engineers to KLE University, KLE University shall provide a dedicated desktop system on the same internal network as 'contineo', and dedicated phone with an extension number
6. **Pricing Arrangements:** It is agreed that KLE University to use the service offered by e-Sutra as software service and to compensate e-Sutra on rental model, the details are provided in table below.

Sl	Item	Cost
1	Annual usage fee for Contineo - Institution level software	Rs.600/- per user* per year
2	Annual usage fee for Contineo - University level examinations software	Rs.200/- per user* per year
3	New modules released by contineo as a part of its premium product range	Free - Included n above
4	Improvement upgrades to current product features	Free - Included n above
5	Product technology upgrade	Free - Included n above
6	Program Management fee for Implementation	Free - Included n above
7	Business analysis to capture customization requirements	Free - Included n above
8	contineo' customization fee	Free - Included n above
9	New Module Development	Extra at actuals
9	User Training fee (Train the trainer model)	Free - Included n above
10	Integration of any one 3rd party payment gateway for online payments	Free - Included n above
11	Set up fee (One time)	None - Waived off

Sl	Item	Cost
12	Premium Support Phone support 9 AM to 5 PM: Monday to Friday and all working days Support personnel at KLE University campus on need basis (for training and support purposes). Remote support over internet	Free - Included n above
13	Accommodation for contineo support personnel at KLE University, Belgaum	To be provided by KLE University
14	SMS charges	SMS pack to be provided by KLE University
15	Government taxes	The above prices are exclusive of all taxes. The taxes, if payable by law shall be borne by KLE University.

- a. The users* for the purpose of billing is the peak number of students in an academic year whose academic activities (whose admission, attendance, internal assessment, results etc are processed in the system) are being executed on 'contineo'.
- b. The above price is exclusive of all taxes.
- c. Invoices will be raised in advance every quarter.
- d. KLE University shall pay the invoiced dues within 7 days of receipt of the invoice..

9. **Teaure and Termination of the Agreement:** This agreement shall be effective from the date of its signing by both the Parties and the agreement shall be valid until terminated by either party

- a. It is agreed that after a period of 24 months, either party may terminate this agreement by giving six months' notice in writing to other Party. On termination of this agreement, KLE University shall have the complete and exclusive rights on all the data stored in the system and KLE University shall not have any right on the 'contineo' software platform.
- b. In the event of termination e-Sutra shall agree to extend proper handholding to the new service provider identified by KLE University
- c. It is agreed that the KLE University is the owner and custodian of all the data updated and stored in the System. e-Sutra will have no right or lien on the data at any stage and it is hereby agree that it will not share any data or information with any third party without the approval of KLE University.

10. **Intellectual Property:** e-Sutra owns all right, title and interest in all Intellectual Property of the software platform 'contineo' that will be deployed for use by KLE University. During the contract


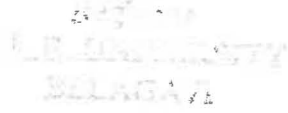



period, KLE University shall have the non-exclusive right to use it for the number of users for which it is being billed. Upon completion of the term of this contract or upon termination, KLE University shall not have any usage or any other rights on the intellectual property of 'contineo' and e-Sutra shall not have ownership of any data generated on 'contineo'.

11. **Source Code Escrow:** e-Sutra hereby agree that the source code shall be kept in an escrow with a mutually agreed institution like a bank. The escrow shall come into effect if the e-Sutra becomes insolvent, makes a general assignment for the benefits of creditors, files a voluntary petition for bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or is wound up or liquidated its business voluntarily or otherwise.
12. **Warranties and Indemnity:** e-Sutra warrants that 'contineo' and its extendible capacities software will conform to all substantial operational features as listed in the section Annexure I when implemented and set up completely. Notwithstanding anything to the contrary contained herein, except as in the immediately preceding paragraph, neither party will be liable for any person claiming rights (derived from the other party's rights) indirect, consequential, special, punitive or exemplary damages of any lost revenues or profits, loss of business or loss of data arising out of (including without limitation as a result of any breach of any warranty, of this agreement), regardless of whether the party liable for allegedly advised, had other reason to know, or in-fact knew of the possibility where e-sutra's maximum liability arising out of or relating to the transaction subject matter of this agreement, regardless of the cause of action, contract, tort, breach of warranty or otherwise, will not exceed the amount paid by KLE University to e-sutra in a year. Notwithstanding anything to the contrary contained herein, KLE University's use of the 'contineo' and its extendible capacities application is subject to the Terms of Use and Privacy Policy available from application homepage. By agreeing hereof KLE University hereby agrees to abide by such Terms of Use & Privacy Policy, as they may be revised from time to time.
13. **Confidentiality:** Each Party (KLE University and e-Sutra) agree and undertake to keep confidential and not to disclose the contents of this Agreement, KLE University data and information on 'contineo' or any details of 'contineo' software platform to any third party without prior written permission. Each party shall ensure that its relevant employees, agents and any other person to whom the information is disclosed are aware of the confidentiality of the information and the provisions of this clause. Any breach by its employee, agent or such other person will constitute a breach by the Receiving Party. However, the provisions of this clause shall have no effect in respect of information required to be disclosed pursuant to any relevant law, regulation or court order issued by a court of competent jurisdiction.
14. **Force Majeure:** The Parties shall not be held responsible for non-fulfillment of their respective obligations in successful completion of the requirement under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. lying beyond the reasonable control of and not brought about at the instance of the Party claiming to be affected by such event and which has caused the non-performance or delay in performance; provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action on the Agreement.

15. **Severability:** If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
16. **Amendments to the Agreement:** No amendment or modification of this Agreement shall be valid unless the same is made in writing by all the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications / changes shall be effective from the date on which they are made / executed unless otherwise agreed to.
17. **Assignments :** The rights or/and liabilities arising to any party under this agreement shall not be assigned except with the written consent of all the other party and subject to such terms and conditions as may be agreed upon between the involved parties.
18. **Notices and Jurisdiction:** All notices and other communications required to be served on a party including for violation of the terms of this Agreement shall be considered to be duly served if the same shall have been delivered by hand or posted by registered mail to the key personal of the respective party at its address mentioned above.
19. **Non Competition:** Parties agree not to compete with the other party by using any of the other party's intellectual property and/or confidential information, whether the Agreement exists or not.
20. **No Joint Venture:** Nothing contained in this Agreement will be construed as creating a joint venture, agency, partnership or employment relationship between the parties hereto, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party/ies.
21. **Arbitration:** In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this Agreement, such dispute or difference shall be resolved amicably by mutual consultation. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration. The Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause.
22. **Governing Law:** This Agreement shall be governed and interpreted in accordance with the laws of India.
23. **Jurisdiction:** The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Bangalore.
24. **Publication:** KLE University will be permitted to list e-Sutra as the software provider in its promotional materials including website. e-Sutra will be permitted to list KLE University as a customer in its promotional materials including website. No public announcement of the contents of this Agreement and the outcomes various activities under this Agreement shall be made by any of the Parties, except with the prior written approval of the other Party unless such Party is required to make a disclosure by statutory requirement of law. If required to be made, the text of the public announcement shall be mutually agreed between the Parties. The Parties agree to act towards each other with the utmost good faith. Any publication in journals, presentation in seminars in respect of the outcome of activities under this Agreement is prohibited until such publication/presentation is first reviewed by both the parties.

25. **Indemnification:** The Parties agrees to indemnify and hold harmless each other, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including reasonable legal costs and disbursements, sustained and arising in connection with the breach of performance of the respective obligations and duties of the Parties under this Agreement.

IN WITNESS WHEREOF the parties hereto through its duly authorised representatives have signed this Agreement on the day, month and year mentioned hereinbefore.

For and on behalf of KLE University, Belgaum	For and on behalf of e-Sutra M/s e-Sutra Chronicles Private Limited, Bangalore
Name: Prof. (R.S.) V.D. Patil	Name: Sindhindar Mokhasi
Designation: Registrar	Designation: CEO
Signature with Seal:  	Signature with Seal: 
Witnesses 1	Witnesses 2
Name: S. G. PATIL	Name: Prof. M. S. Ganachari
Address:	Address:
Signature:  Administrator KLE University Belgaum	Signature: 

Annexure 1

'contineo' core features offered to KLE University

Institute Level and University Link Software
Admission & Fee management, Online Payment
Academic Plan Monitoring
IA and Attendance
Student Feedback and monitoring
Stakeholder communications - Parents and Students
Term end Finalization
Mobile Apps
Library
Exam logistics - seating arrangement
OBE - NBA for Pharma
R & D Activities
University Level Software
Institutional Performance View
Secure Examination System
Admission & USN System
Consolidated Student Database
Consolidated Institutional Performance System
University Academic Reports & MIS

Annexure-2

HARDWARE REQUIREMENT FOR IMPLEMENTATION

1. For Academic Execution Sub-System

- a. Server - 3 Nos - Intel 16 cores Xeon, 48 GB RAM, 5 TB HDD, RAID 5 or 6, Dual ethernet ports
- b. 5 TB NAS - 2 nos

2. For Examination Sub-System

- a. Server for exam software - 2 No - Intel 16 cores Xeon, 48 GB RAM, 5 TB HDD, RAID 5 or 6, Dual ethernet ports
- b. 5 TB NAS

HRMS



KLE ACADEMY OF HIGHER EDUCATION AND RESEARCH

(Formerly known as KLE University)

[Deemed-to-be-University established u/s 3 of the UGC Act, 1956]

20th November 2018

NOTE

Sub: Consideration of approval for renewal of the existing contract with TCS for HRMS.

As a part of automation, the KAHER had hired the services from TCS for Human Resource Management Services (HRMS) in the year 2015 mainly for leave module through On-line submission and processing. In pursuance of the same, the KAHER and its constituent units have been utilizing the services of TCS for HRMS for On-line submission of leave application, profile details, etc. both by the teaching and non-teaching employees.

As per the analysis report generated by KAHER, all the faculty members and the non-teaching employees have been utilizing the services of TCS for HRMS for On-line leave through Mobile App and Desk-top. In turn the staff members will get confirmation through e-mails / SMS after recommendations by the concerned HoDs followed by approval by the respective Principals. However, there are small issues which can be resolved by discussing with the concerned Heads of the Departments for approval of the requests made by the faculty / staff members. Hence, there is a delay in optimum utilization of the software which can be rectified by convening a meeting with the Principals of the constituent units.

The initial contract was signed for Rs.30/- per user (1,000 users) per month in the year 2015 with 5% increase at the end of each year. At present, we are paying Rs.38/- per user per month. As the contract has expired in September 2018, the same needs to be renewed with TCS for which they have quoted Rs.45/- per user per month. After detailed discussions and negotiation, TCS has offered Rs.43/- per month per user for renewal of the contract.

Hence, the Note is placed for kind consideration and approval **for renewal of the annual contract with TCS @ Rs.43/- per user per month w.e.f. 1st October 2018 with the same terms and conditions entered at the time of contract.**

DEPUTY REGISTRAR

REGISTRAR

for approval

Approved

for

*to Registrar
22/11/18
reduced*

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is made effective as of the Effective Date(specified in Schedule 1) by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, herein after referred as '**TCS**' (which expression shall include its successors and assigns) and the Customer entity named in the signature block below, with other details thereof set out in Schedule 1- Contract Details, herein after referred as a '**Customer**' (which expressions shall, unless the context requires otherwise, includes its successor in business and permitted assigns). In this Agreement, TCS and Customer are collectively referred as "Parties" and individually as a "Party".

WHEREAS TCS has developed a proprietary business concept titled as 'IT-as-a-Service' aimed at delivering an integrated suite of end-to-end business solutions and cloud services to small and medium businesses (SMB), involves use of shared software applications owned or licensed and hosted by TCS at a centralized TCS facilities and/or deployed at Customer facilities. AND WHEREAS Customer who has been introduced to TCS by the entity/person named in Schedule 1, desires to avail of certain services of TCS as more fully described in Schedule 2 and TCS agrees to provide such services in accordance with the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. Definitions :

All capitalized terms used in this Agreement or any attachment thereof, unless the context specifically requires otherwise, shall have the meaning assigned to each of the terms given in Exhibit A hereto.

2. Scope of Services:

2.1 Services: The scope of **Services** to be provided by TCS to Customer is as described in **Schedule 2**. TCS will host on TCS's **Services Environment** at TCS designated location(s), and/or deploy on designated Customer systems at Customer designated location(s) identified in **Schedule 2**, the **TCS Application System**, for provision of such **Services**. TCS reserves the right to modify the **Services Environment** without impacting the **Services**. The **Services** may commence on the Service Commencement Date identified in Schedule 1, unless the Parties otherwise agree. If the Parties desire to modify the Scope of **Services** in **Schedule 2** in any manner, the Parties agree that such change, to **Schedule 2** and its corresponding change to other Schedules hereto shall be implemented in accordance with the Change Control Procedure defined in Schedule 5 hereto.

2.2 Permitted Use of Services: Customer's use of TCS Applications System shall always be subject to the **Licensing Conditions** stipulated in Schedule 3. In case the TCS Application System includes a third party software (identified in **Schedule 2**), and where such third party licensor requires Customer to sign a license agreement, the Customer agrees to execute such third party software license agreement, which shall prevail upon any conflicting provisions herein. Such third party software license agreement shall become a part of this Agreement.

3. Obligations of Customer:

Customer undertakes to comply with all the access authorization and access controls for the Customer's access to the **Services Environment** as may be prescribed by TCS. Customer shall limit the access to **Services Environment** only to the Authorized Users. Each Authorized Users shall follow the security policies and rules as have been notified by TCS. Customer acknowledges that the **Services** offered by TCS under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services for Customer's own data processing and business use only and agrees that the Customer shall not, in any way, commercially exploit the **Services** otherwise. Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. The Customer shall notify TCS immediately of any unauthorized use of the **Services** or **Services Environment**. Customer undertakes that all Customer Data will not infringe the intellectual property rights of any third party.

4. Proprietary Rights

All rights, title and interests in and to the **Services Environment** and any other material used by TCS in the provision of the **Services** shall exclusively belong to TCS or its licensors (TCS

Proprietary Material"). Any and all **Intellectual Property Rights** with respect to the **Services** and the TCS **Proprietary Material** and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and the Customer shall not be entitled to claim any rights therein. All rights, title and interests in the Customer Data shall always remain with Customer. However, TCS shall have the right and license to use the Customer Data for R&D and product enhancement purposes. Customer agrees that TCS shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. The Customer acknowledges that the provision of the **Services** hereunder by TCS shall be on a non-exclusive basis and TCS shall be free at all times to provide the services or perform obligations same or similar to the **Services** and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude TCS from providing such services or performing such obligations to its other clients.

5. Compensation

In consideration of the **Services** hereunder, the Customer shall pay TCS the fees and expenses ("Charges") as specified in Schedule 4. All amounts payable to TCS are exclusive of Taxes. Customer shall be entitled to deduct from applicable payments to TCS, any tax on TCS' income deductible at source at the rates applicable as per the provisions of Income Tax Act, 1961 and provide TCS with evidence or certificate of payment of tax to the taxing authorities. TCS shall submit invoices to Customer in accordance with the payment schedule in Schedule 4. Customer shall remit payment to TCS within thirty (30) days from the date of invoice. TCS shall invoice and Customer shall make payment, in advance, in accordance with the terms specified in Schedule 4. If any invoice remains unpaid after the aforesaid period, TCS shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the **Services**.

6. Representations And Warranties

TCS warrants that the **Services** will be provided in a skillful and workman like manner and in conformity with the **Services** described in Schedule 2. Notwithstanding the aforesaid, **WARRANTIES** are provided by TCS free of charge or at a charge not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with or constitute a breach or default under, its charter or organization or any contract or other instrument to which it is a party, EXCEPT AS SET FORTH IN THIS CLAUSE. TCS MAKES NO **WARRANTIES** TO CUSTOMER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK INCLUDING, WITHOUT LIMITATION, ANY IMPLIED **WARRANTIES** OF



REGISTRAR
KLE Academy of Higher Education
and Research, BELAGAVI



Vertical text on the right side of the page, including "HD.F.C.Bank, 170/171, Fort Branch" and "SHIRDI 42807".

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY TCS.

Customer warrants that, it shall provide all information, material, data and other assistance (including knowledge transition) required by TCS to enable TCS to provide Services to the Customer in accordance with this Agreement. Customer warrants that it shall limit the access to TCS Application System and Hosting Environment only to the Authorized Personnel. Further, Customer warrants that each Authorized Personnel shall follow the security policies and rules as have been notified by TCS. Customer further warrants that the Services are for Customer's own business use only and agrees that the Customer shall not, in any way, commercially exploit the Services otherwise.

Customer warrants to TCS that the materials, data, information and other assistance ("Customer Materials") supplied to TCS or uploaded by Customer on TCS Application System for the purpose of execution of the terms of the Agreement are either Customer owned properties or are properties obtained by Customer under proper intellectual property licenses. Customer further warrants that the said Customer Material provided by Customer or uploaded by the Customer on TCS Application System shall not infringe any intellectual property rights or proprietary rights of any party. Customer further warrants to TCS that Customer Material supplied to TCS or uploaded by Customer on TCS Application System shall not violate any applicable laws and regulations. If the Customer Materials supplied by Customer or uploaded by Customer on TCS Application System are found to infringe the intellectual property rights of any party or is in violation of any law or regulation, then Customer shall defend TCS and its directors, officers and employees from and against any such suit, claim, proceeding and indemnify and hold TCS harmless against all judgment, damages, costs, fine, penalty and expenses (including, reasonable attorney fees). This clause shall survive the termination of this Agreement. However Parties agree that, TCS shall have the right and license to use the Customer Materials for support, testing and enhancement

7. Limitation of Liability

Neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the amount paid to TCS by the Customer for the Service that gives rise to such liability during the twelve month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the willful misconduct; and (ii) breach of the license conditions and obligations in respect of use of TCS Application System. TCS shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of Customer to perform any of Customer's obligations. In such event, TCS shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the Customer for additional costs incurred, if any, as may be mutually agreed upon between the Parties. With respect to Managed Services, it is agreed between the Parties that TCS shall not be liable for any operational losses sustained or incurred by the Customer.

8. Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's

Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause 8. The provisions of this Clause 8 respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

9. Processing Norms

Both Parties acknowledge and agree that the provision of certain Services under this Agreement may require TCS to interact with the clients and suppliers of Customer relating to the Services as special agent for and on behalf of the Customer and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by Customer and agreed by the Parties. TCS shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and TCS shall incur no liability for claims, loss or damages arising as a result of TCS's compliance with the Processing Norms. Customer agrees to indemnify, defend and hold TCS and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from TCS' compliance with Processing Norms and the Customer's liability arising out of this Clause shall be outside of the liability cap provided in Clause 7. Further, Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data

10. Term And Termination

10.1 Term: The term of this Agreement shall commence on the Effective Date and continue for Contract Term specified in Schedule 1, unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.

10.2 Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

(TCS Proprietary and Confidential)



REGISTRAR
KLE Academy of Higher Education
and Research, BELAGAVI



10.3 Effect of termination. In the event of termination or expiry of this Agreement, (A) Customer shall (i) forthwith cease to access and/ or use any of TCS Application Systems and Services Environment; (ii) return to TCS any of TCS confidential and proprietary information and material in its possession; and (iii) purchase Equipment at the then market value or the written down book value in TCS books whichever is higher; and (B) TCS shall (i) return to Customer all confidential and proprietary information of Customer; (ii) if a third party software license is obtained specifically for the Customer under this Agreement and allows Customer to use such software after termination of this Agreement (as specifically identified in Schedule 2), then TCS shall transfer such third party software to Customer on an 'AS IS' basis. Any additional fee if applicable for such transfer shall be borne by the Customer.

11. Non Solicitation

Neither Party will, without the consent of the other Party, employ or offer to employ directly or indirectly any person engaged or previously engaged by the other in any capacity in relation to the project, during the subsistence of this Agreement and until a period of 24 months has expired after the termination or expiry of this Agreement

12. Miscellaneous Provisions

12.1 Independent Contractors and assignment. Each Party to this contract is an independent contracting entity and shall not be deemed an agent, legal representative, joint venture partner or partner of the other. Neither Party is authorized to bind the other to any third person. Customer shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS..

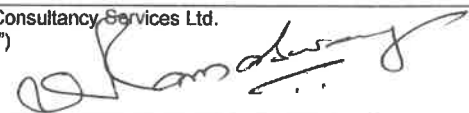
12.2 Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at Mumbai and the award made in pursuance thereof shall be binding on the Parties.

12.3 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, purchase order's, agreements and understandings between the Parties hereto, with respect to the subject matter hereof. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by, and to the extent permitted by applicable law, a Party is not liable to another Party in contract or tort or in any other way for, a representation or warranty that is not set out in this Agreement. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each of the Parties. If any provision of this Agreement be held invalid or unenforceable by a competent court, such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall remain fully valid and enforceable unless otherwise agreed between the Parties. No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement. Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement.

12.4 Force Majeure: Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.

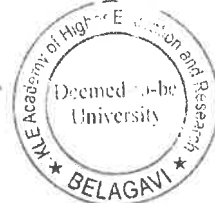
12.5 TATA Code Of Conduct: The activities of all TCS employees are governed by the Tata Code of Conduct, a copy of which is available at link <http://www.tata.com/aboutus/articles/inside.aspx?artid=NvGNnLHkaAc=> Customer agrees to make good faith efforts to notify TCS designated executives of any breach of the Tata Code of Conduct by any TCS personnel relating to this Agreement. TCS in turn, undertakes that it will maintain confidentiality of all communication received.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date(s) mentioned below, effective as of the Effective Date.

KLE University ("Customer")	Tata Consultancy Services Ltd. ("TCS")
By: _____	By: 
Name: _____	Name: <u>Venguswamy Ramaswamy</u>
Title: _____	Title: <u>Global Head – TCS iON</u>
Date:- _____	Date:- <u>31/12/2018</u>



(TCS Proprietary and Confidential)



REGISTRAR
KLE Academy of Higher Education
and Research, BELAGAVI

EXHIBIT A
DEFINITIONS

- "Agreement"** means the Agreement for Services to which this Exhibit is attached, signed between the Parties hereto, and shall include all Exhibits, Schedules, and other attachments attached thereto or referenced therein.
- "Authorized Users"** means only those individuals working for and on behalf of Customer, or for Customer's clients, or individual clients of Customer identified in **Schedule 2**, who have a bona fide need to have access to TCS Application System in connection with the use of Services by Customer under this Agreement.
- "Customer Data"** means all applicable information, data and materials furnished or made available to TCS and/or introduced in the Services Environment by or on behalf of Customer, using the TCS Application System and/or Services.
- "Confidential Information"** means and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other designated confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers, that may be received or obtained by the Receiving Party as a result of this Agreement. The terms "Disclosing Party" and "Receiving Party" shall have the meaning assigned to each of them in Clause 8.
- "Contract Term"** means the period of contract specified in **Schedule 1**.
- "Computing Environment"** shall mean Customer's computer, hardware, software and operating environment as identified in **Schedule 2**, on which the TCS Application System or component thereof shall be installed for Customer's use in accordance with the Use Terms in **Schedule 3**.
- "Effective Date"** means the date on which this Agreement has come into effect, as identified in **Schedule 1**.
- "Equipment"** means certain hardware/software (including networking hardware (MPLS) and software) items identified, if any, in **Schedule 2**, to be supplied or made available by or on behalf of TCS, outside the Hosting Environment, for use by Customer's Authorized Users strictly for accessing TCS Application System for the purpose of availing of the Services hereunder.
- "Hosting Environment"** means TCS's servers within the facilities and environment managed and utilized by TCS to provide the Services to Customer, including all software, servers, hardware, networks, equipment, and telecommunications facilities and the technology installed within such environment and as described **Schedule 2**.
- "Intellectual Property Rights"** means any and all intellectual property rights and industrial rights of any kind, including without limitation, copyrights, patents, trademarks, design rights and trade secrets and any other form of related protection, statutory or otherwise, wherever in the world subsisting, whether registered or not.
- "Licensing Conditions"** means the terms and conditions applicable for use of the respective items of TCS Application System or third party software, as identified in **Schedule 3**.
- "Services"** means the services to be performed by or on behalf of TCS under this Agreement as specified in scope of Services in **Schedule 2**.
- "Services Commencement Date"** means the date as notified in writing by TCS to the Customer on which the Services are agreed to be commenced.
- "Services Environment"** means collectively or severally (as the context may require) the Hosting Environment, TCS Link and Equipment.
- "Taxes"** means any sales, use, value added tax, service tax or any other taxes of similar nature or any similar, additional or replacement duty, levy or tax applicable to or in connection with the charges payable or Services rendered under this Agreement, other than tax based on TCS's income.
- "TCS Application System"** means the specific software applications/solutions whether owned or licensed by TCS identified in **Schedule 2**, which TCS will either host on its Services Environment and/or install on the Customer Environment for the provision of Services under this Agreement. TCS Application System includes, without limitation, proprietary software programs, processes, algorithms, user interfaces, know-how, techniques and other tangible and intangible technical material or information and the technology installed within TCS Application System.
- "TCS Link"** means a link either by way of a link located at a URL or a physical port prescribed by the TCS in **Schedule 2** established, provided and maintained by TCS, as part of the Services, for connecting to TCS Application System.

(TCS Proprietary and Confidential)



REGISTRAR
KLE Academy of Higher Education
and Research, BELAGAVI



SCHEDULE 1
CONTRACT DETAILS

A. The details of the Customer are as follows:

Company Name	Registered office address	Details of Contact person	
KLE University	JMNC Campus Nehru Nagar Belgaum - 590 010	Name	Dr. V.D. Patil
		Designation	Registrar
		Email	info@kleuniversity.edu.in
		Contact #	0831 244 4444

Contract Term	Effective Date	Service Commencement Date
3 years from Service Commencement Date	15-SEPTEMBER-2018	15-SEPTEMBER-2018



(TCS Proprietary and Confidential)



REGISTRAR
KLE Academy of Higher Education
and Research, BELAGAVI

SCHEDULE 2

I. TCS Application systems

TCS will provide the following applications.

Implementation Services

TCS iON HRMS solutions

Under implementation services, TCS will do the initial configuration and get the system ready for use and will train customer iON administration team on how to configure for future Contract Term. Customer shall carry out future configurations and end user transactions.

II. Scope Of Services

Cloud Services

In a Cloud Services environment, business applications as part of the IT-as-a-Service will be hosted, managed and run at TCS Data centers in a secure environment. The customer can access their applications at the Data Centre through a network connection. These applications will be continuously updated by TCS to address the changing technology, business & market needs.

The scope lists the capabilities of the Solution(s). Together with Activation, Customer needs to agree on the capabilities relevant to its business which needs to be finalized.

Sr. No.	Solution Name	Hyperlink
1	TCS iON HRMS Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solutionscope/HRMS_Solution.pdf

Roles and Responsibilities

Roles and Responsibility

The following table lists the division of responsibility between customer and TCS during the implementation phase.

DELIVERY MODE	SERVICE DELIVERY MILESTONES			
	Configuration	Data Upload	Transaction	Deliver Output
Implementation Services	TCS	Customer (provide data) TCS (upload data)	Customer's End User	Customer's End User

Prior to go-live of the system, customer will be trained on doing any needed system configuration. Post Go-Live, customer will be responsible to create additional configuration in each semester / year (e.g. uploading timetables, adding students etc.). TCS will provide support to resolve any defects reported.

Detailed customer responsibilities during Implementation Phase

	Detailed Process Study	System Config and Implementation Readiness	STAGES		
			Data Loading and Acceptance Testing	Training	Maintenance of App, Modules
Customer	To provide the existing process flow knowledge, workflow and approval mechanism, key entities, organization structure and policies	To provide master data, rules, and validation clauses and confirm on the set up, Prior to go-live of the system, customer will be trained on doing any needed system configuration. Post Go-Live, customer will be responsible to create additional configuration in each semester / year (e.g. uploading timetables, adding students etc.).	To provide master data, rules, and validation clauses and confirm on the set up, Prior to go-live of the system, customer will be trained on doing any needed system configuration. Post Go-Live, customer will be responsible to create additional configuration in each semester / year (e.g. uploading timetables, adding students etc.).	The first training to all end users once the configuration is ready, After the go live phase additional trainings will be chargeable	Ongoing, Planned release, Ticket Support

Service levels:

Service availability rate at data center	98% based on quarterly review
Business Hours Support	Mon – Sun between 7:00 – 23:00 hours

Exclusions:

The calculation of the SLA excludes events such as:

- The event has occurred as a result of a Force Majeure or during the implementation of any disaster recovery procedure.
- Any activities and/or outages mutually agreed upon by the parties (planned scheduled downtime).

(TCS Proprietary and Confidential)



REGISTRAR
KLE Academy of Higher Education
and Research, BELAGAVI

- The last mile access (Network that connects customer location and Network Service Provider's Point of Presence) or broadband access that is not provided or managed by TCS or its authorized agents.
- The failure of a customer's application, equipment or facilities including any third party equipment.
- Trouble Tickets associated with new installations or upgrades.
- An interruption where the customer elects not to release the service for testing and repair and continues to use it on an impaired basis.
- Interruptions during any period where TCS or its agents are not allowed access to the Customer premises where the access lines are terminated.

Out of Scope:

TCS is not responsible for any software not provided by TCS
Touch Services is out of scope

Support:

TCS will ensure break-fix support to the applications mentioned in scope of services. Any change request will be administered separately.
TCS Support desk can be reached by any of the following:

Toll Free Number	1-800-209-6030
E-mail	ion.servicedesk@tcs.com

Training:

- TCS will provide training to the key users on the transactions, using "train the trainer" approach.

Data Migration:

- Transaction Data migration from existing system of Customer to TCS system is out of scope and will be charged additional and can be taken up on mutual agreement between TCS and Customer.
- However Master data can be uploaded into the new system if customer can provide the data in the format of data templates provided by TCS or TCS can open the system to the customer prior to go-live to enter the master data.

I. TCS Designated locations:

TCS will host its applications from TCS Data Centre.

II. Customer designated locations:

None

III. 3rd party software incorporated in TCS Application System:

None

IV. 3rd party software (if any) obtained specifically for the Customer and to be used by Customer even after termination of Agreement :

None

V. Authorized Users:

The employees (including temporary and contract employees) of the Customer that have been duly designated and authorized to use the TCS Application System

TCS point of contact:

Name: Manivannan Ranganathan
Email: manivannan.ranganathan@tcs.com

Customer Change Champion:

Name Dr. Ganachari M.S.
Email dyregistrar@kleuniversity.edu.in
Contact # 944 863 4457 / 61358266

Customer Single Point of Contact:

Name Dr Bala Subramaniam
Email bala@kleuniversity.edu.in
Contact # 95 383 79799

VI. Target Environment :

(TCS Proprietary and Confidential)



REGISTRAR
KLE Academy of Higher Education
and Research, BELAGAVI

1. **Services Environment**

a) **Hosting Environment :**

TCS will perform all necessary maintenance and support the operation of the Hosting Environment and the TCS Application System and to provide the Services in accordance with the agreed service levels. TCS will promptly investigate and will make all commercially reasonable efforts to remedy any failure of the Services, Hosting Environment, TCS Application System and/or the TCS Link (defined hereinafter) to operate in good working order in accordance with the provisions of the Agreement

b) **TCS Link:**

Not Applicable

c) **Equipments:**

Not Applicable

2. **Computing Environment**

TCS recommends the following as minimum configuration to be able to run the TCS application:

- Desktop System with 1 nos. of Intel processor – Dual Core/Core 2 Duo
- Windows XP Professional / Windows 2003 / Windows 7 Professional (32-bit version) Operating System
- Minimum 1 GB RAM
- At least 80 GB SATA disk
- 17-inch monitor
- Standard keyboard and mouse.
- MS Office in the desktops of for key users
- The supported browsers are , Firefox and Chrome (latest versions).

The network bandwidth sizing at customer site for accessing the TCS Solutions is expected to be approx 400Kbps for 20 concurrent users, once solution is launched, for non-video traffic. The customer will use their own Internet link, at their own expense, to access ION solutions. . The customer will upgrade the network bandwidth as per growth in concurrent users.

VII. **Data availability at the various layers:**

- a. **Hardware Availability:** State of the art hardware (servers, storage, networking elements) configured in Active -Active or Active-Hot Standby mode ensures High Availability (HA) of our infrastructure elements.
- b. **Application Availability:** All application components (Web, Application, Database) are configured in Active-Active mode. This ensures that the application, as well as data is available to the customers with high availability.
- c. **Data Availability:** The deployment architecture ensures that the same data is available on multiple servers. In the event of data issues, data can be recreated with no data loss from the other servers.
- d. **Backups:** Backups are taken every day and retained for varying periods of time (daily, weekly and yearly). Backed-up data is available off-site. Backup recovery tests are performed at regular intervals to ensure integrity of backups.
- e. **Data Format:** In the event of termination of the contract TCS shall give the customer data in either CSV or XLS format in CD or through file transfer, based on a written request by the Customer on what data is required for them within 15 days of expiry or termination of Agreement. For data to be provided by TCS, all pending invoices should have been cleared by the Customer. Customer data will be retained for a period of 90 days from expiry of Agreement. After this period of 90 days, all data will be deleted from TCS records. In case customer data has to be extracted and provided within the first year of the Agreement, additional one time data extraction charges of 25,000 will apply.
- f. **Disaster Recovery:** A Disaster Recovery Data Center is in operation. Data from the primary data center is mirrored onto the DR Data Center near real-time. Operations will shift to the DR data center in the event of a catastrophic failure of the primary data center. In addition, customers have the ability to, at their convenience, login to the DR data center and verify data availability



(TCS Proprietary and Confidential)



REGISTRAR
KLE Academy of Higher Education
and Research, BELAGAVI

SCHEDULE 3

Licensing Terms for TCS Application System

**APPENDIX-1 to Schedule 3
USE TERMS for TCS Application System (TCS proprietary)**

These Use Terms will govern the Use by Customer of TCS Application System (more specifically described in Schedule 2), during the Contract Term of the Agreement for Services effective _____ ("Agreement") signed between Customer named herein below and Tata Consultancy Services Limited ("TCS").

1. DEFINITIONS

The following capitalized terms shall have the meaning set forth below for all purposes of this Use Terms:
"Target Environment" shall mean Services Environment or Customer Environment, as specified in the Schedule 2 with respect to each component of the TCS Application System. "Services Environment" has the meaning ascribed to it in the Agreement. "Customer Environment" has the meaning ascribed to it in the Agreement. "Use" means using and/or accessing the TCS Application System by the Authorized Users, whether it is installed on Customer Environment or on the Services Environment, for the purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by the TCS under this Agreement, in terms of this Use Terms. All other capitalized terms used herein but not defined above, shall have the meaning ascribed to them in the Agreement.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Usage rights. (i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the TCS Application System by TCS or upon TCS permitting access to Customer of the TCS Application System through any means, TCS hereby grants to Customer the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the TCS Application System during the Agreement for Contract Term. The foregoing does not (a) authorize installation of the TCS Application System other than on Target Environment, (b) permit Use of the TCS Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the TCS Application System to any Person other than Authorized User. Any extension or change of the contractual use of the TCS Application System requires TCS' prior written consent and authorization. Customer is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by each Authorized User shall be deemed to be a breach or non-compliance by Customer. Customer will indemnify and defend the TCS in respect of any breach of this Use Terms to the extent that such breach arises from any act (or failure to act) by the Authorized Users. (ii) The usage rights granted herein and the provisions of this Use Terms do not grant or convey to Customer any ownership rights and interest or title in or to the TCS Application System any Intellectual Property Rights therein nor do they permit Customer to make derivative works or to make copies of the TCS Application System. To the extent that TCS Application System consists of any software codes, such material, when delivered to Customer pursuant to this Use Terms, shall be delivered by TCS in Object Code form only and Customer shall not have any right or license with respect to the Source Code or data base design of the TCS Application System.

2.2 Proprietary and Confidentiality Markings or Notices. Customer shall retain all of TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the TCS Application System. Customer shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of TCS's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the TCS Application System or components thereof provided to Customer hereunder. Customer shall not remove or alter TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the TCS Application System or any part thereof including the documentation.

2.3 Restrictions on Copying. Copying of the TCS Application System is prohibited except with TCS's prior written consent and authorization. Neither Customer nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the TCS Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. Customer is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the TCS Application System or any part thereof or to create enhancements to or derivative works of the TCS Application System or any portions thereof.

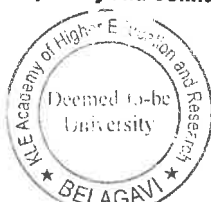
2.4 Trademarks. Customer will have no rights in any trademarks or service marks or trade names adopted by the TCS and/or its licensors for the TCS Application System or any part thereof.

2.5 Breach. Should the TCS Application System be Used beyond the Use rights by Authorized Users as set out in this Section 2, TCS shall notify Customer in writing requiring Customer to cure the breach of Use Terms and if Customer does not cure such breach within 10 days (or such other period that the TCS may permit upon Customer's request), of receipt of written notice from TCS then TCS shall be entitled to terminate the Use rights granted hereunder in respect of such TCS Application System, without prejudice to any other rights or remedies TCS may have under this Use Terms or otherwise.

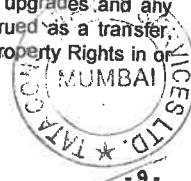
3. OWNERSHIP AND PROPRIETARY RIGHTS

Customer acknowledges and agrees that TCS does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the TCS Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of Customer. Nothing contained herein shall be construed as a transfer, assignment or conveyance by TCS to Customer of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the TCS Application System or any enhancements, upgrades or derivative works thereof.

(TCS Proprietary and Confidential)

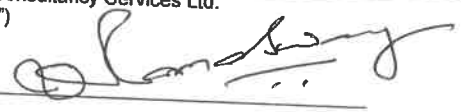


REGISTRAR
KLE Academy of Higher Education
and Research, BELAGAVI



4. MISCELLANEOUS


In the event of any conflict between the provisions of this Use Terms and those in the Agreement for Services or the Agreement, notwithstanding any contrary provision anywhere else, Customer and TCS specifically agree and acknowledge that the provision of this Use Terms will prevail with respect to the TCS Application System.

KLE University ("Customer")	Tata Consultancy Services Ltd. ("TCS")
By: _____	By: 
Name: _____	Name: <u>Venguswamy Ramaswamy</u>
Title: _____	Title: <u>Global Head – TCS iON</u>
Date:- _____	Date:- <u>31/12/2018</u>

(TCS Proprietary and Confidential)



- 10 -


REGISTRAR
KLE Academy of Higher Education
and Research, BELAGAVI

SCHEDULE 4
FEES FOR SERVICES

Solutions	Minimum Users	Users	Frequency	PUMP
TCS iON HRMS Solution	1300	Employees	Monthly	41

- All the mentioned charges are exclusive of taxes and duties.
- The Customer will make the payment within 30 days from the date of Invoice. TCS prefers electronic mode of payment.
- These prices are applicable for locations in India only and for a single instance in the data center.
- The price quoted is applicable for the version contracted for. All future versions delivered during the Contract Term are included in the price.
- For invoice generation purposes, the customer authorizes TCS to query customer data for the user count or any other billing parameter applicable as per the fee schedule. Invoicing will be done for all active users of the system. In case some users are no longer needed to be active, it is the responsibility of the Customer to de-activate any such users so that such inactive users are not billed.
- The number of sites and user base served may grow during the service term. The customer will share with TCS the expected growth plans, to allow TCS sufficient lead time to plan for additional capacity and deployment. Any growth beyond the numbers stated above becomes billable from the month in which the systems capture either master or transaction data for the increased user base. TCS will also charge a Set-up fee for each such increase, as per the fee schedule.
- Customer is responsible for any 3rd-party costs for Integration items in scope, For example, if SMS integration is in scope, customer is responsible for the cost of subscribing to an SMS package from an authorized telecom provider.
- Implementation will only be on as-is capability basis. No change request will be accepted as TCS obligation as part of Contract. Non implementation of a change request cannot be the basis for non-payment of subscription invoice. Any change requested by Customer, will be analyzed for feasibility. If found feasible, the change will be done as part of product roadmap development and additional charges and timelines will be mutually agreed upon. If Customers has asked for some changes to the system and these changes were either not done or completed after some time, and this has resulted in delayed implementation of some of the capabilities, Customer cannot ask for waiver of complete or portion of the invoices citing the lack of usage of certain modules or capabilities.
- Existing reports are listed on www.tcsion.com.
- TCS can make available a trained iON data management executive to support customer's data migration, data entry, operating basic functions in iON at a cost of INR 50,000 per month. The management and monitoring of this executive will be done by the customer
- TCS can also make available a trained iON configuration support consultant at onsite, to support ongoing configuration needs and provide first level of support, at a cost of INR 75,000 per month.
- On Customer request, if non-local Specialist Consultants have to travel to any of the Customer locations, Customer will provide to and fro airfare from TCS location to that location, boarding and lodging expenses for the duration of deputation as well as local transportation facility (one or all of the expenses, as applicable). These expenses will be claimed on the basis of reports submitted by TCS accounts department to the Customer.
- Set-Up Fee will be due at the time of signing the contract and is non-refundable. Customer Set-Up includes a) datacenter and solution provisioning and b) training. If additional users are added during the contract Term, Set-Up Fees for the new users will be charged. This will be calculated on the basis of 4 months Subscription Fees
- TCS will raise a Monthly invoice for 100% of the Monthly Recurring Charges for all the users (PUMP * number of users) based on the actual number of users in the system above the minimum number of users. User count cannot be reduced during the term of the contract. Partial usage of the modules in scope will not affect subscription invoices and these will be always at 100% of the charges. Full invoicing will commence from the first month of subscription. Solution implementation is a transformation initiative. TCS recommends that customer identify a Change Champion to work closely with TCS and drive the initiative. Customer may also incur additional effort through support for providing data, undergoing training, doing transactions etc. These efforts cannot be claimed as costs from customer side and claimed as damages in the unlikely event of any termination or contract closure.
- The total contract value shall not exceed Rupees Thirty Four Lakhs (Rs.34,00,000) during the contract term. For any increase in the contract value Customer and TCS shall mutually agree to sign an amendment or change request.
- During the Contract Term (3 years) Monthly Recurring Fees shall be increased by 5% of the existing price on every anniversary of the Agreement.
- The Customer will make the payment within 30 days from the date of Invoice (other than Set-Up Fee). TCS prefers electronic mode of payment. Payment of the monthly subscription invoices are a pre-condition for the continuation of usage of TCS Application Systems and services. If the invoices are not paid within the due dates, TCS reserves the right to suspend customer user access to the TCS Application Systems after giving an e-mail notice of 5 business days. The access to the software will be restored by TCS upon the payment of all the outstanding invoices, as per the contract terms. TCS may take at least 1 business day from the date of credit of the amounts in TCS bank accounts to restore the access back. Continued non-payment of iON invoices will lead to termination of iON services Upon termination of services due to non-payment of

(TCS Proprietary and Confidential)



- 11
MUMBAI
TCS SERVICES LTD.
[Signature]

invoices, customer data will be retained for 90 days, within which customer is expected to clear all the outstanding invoices and request for the data and TCS will provide the same in CSV or XLS format. TCS may start contract renewal discussions 30 days in advance of contract expiry. It is expected that TCS and Customer will agree on renewal contract terms and sign the renewal contract, before expiry of the current contract term. Non-renewal of contract may lead to suspension of iON services on expiry of current contract.

- Subscription to iON services are on a continuous basis. Customer cannot suspend usage for few months in between and ask for waiver of invoices for those months, as the data and configuration still continue to be supported to TCS even during the period of non-usage.
- Standard Rate card for technical change requests. Customer can raise a Service Request ticket for these enhancements and issue a purchase order, based on which invoicing will be done.
- **Rate Card for Tech Support Tickets.**

Category	Work Item	Rate Card (INR)	Notes
CMS Hooks	Normalization Class	25,000	Per normalization class
	Promotion Class	25,000	Per promotion class
Letters	Letters - Simple using Letter module	10,000	Pre-Printed stationery not supported
Payroll Config	Paycode Configuration	10,000	
Adobe Xpro work	Reports / Letters that need Adobe Xpro	25,000	Progress Reports, ID Card, Bar Code Printing
	Cheque Printing	10,000	
Custom Macro Reports	Macro Reports – Simple	25,000	Per report
	Macro Reports – Complex	50,000	Per report. Multi tab, Combining few ODRs, Complex Logic
	Modification to Existing Reports	25,000	Modification to any report that had earlier been developed by us.
Custom JSON Reports	JSON Reports – Simple	25,000	Per report
	JSON Reports – Complex	50,000	Per report. Created by combining multiple ODRs, Complex Logic
	Modification to Existing Reports (JSON)	25,000	Modification to any report that had earlier been developed by us.
Workflow	Modification to existing default workflows	10,000	Default workflows available across HRMS, Payroll, F&A, CMS Solutions. These relate to modification to the workflows
E-Forms	New Eform with existing PG	25,000	One e-form will be provisioned and customized to customer requirements as part of implementation effort. Any additional e-form beyond this one form during implementation OR changes to the eforms each year will be chargeable.
System Change Requests	Simple Change	25,000	System Change Requests will be analyzed for feasibility. Where feasible, changes will be taken up as part of roadmap development on additional charges
	Complex Change	50,000	

(TCS Proprietary and Confidential)



REGISTRAR
KLE Academy of Higher Education
and Research, BELAGAVI

SCHEDULE 5
CHANGE CONTROL PROCEDURE

Either Party may request a change in the scope of Services or deliverables but no such change shall be effective and binding unless such changes are documented in a change control document in the format described in Annexure A below ("Change Control Document") and signed by both parties.

If Customer desires to propose a change in Scope of Services, Customer shall deliver to TCS a change request in writing, describing the changes proposed. Promptly following TCS' receipt of Customer's change request, TCS shall submit a written change order proposal to Customer. If TCS desires to propose any change, TCS shall submit to the Customer a written description of the change in the form of a proposed change order for Customer's review and approval. Any change order document prepared by the parties shall include, among other items, an estimate of additional charges to Customer, if applicable, for the modified Services, any additional software or other material required to implement the change and any expected impact on the time schedule or service levels under the Schedule 2.

On Customer's written approval of the change order document submitted by TCS the parties shall sign the Change Control Document whereupon the Scope of Services in Schedule 2 and any other relevant Schedule(s) shall be deemed to have been amended by the change order.

No change to any Scope of Services shall be binding on the Parties unless the Change Control Document has been signed by authorized representatives of each party.

Annexure A to Schedule 5

Change Request No.: _____

Date Initiated: _____ Date Approved _____

Project: _____

Description of Change:

Following are the changes/additions agreed to:

- a) Schedule 1
- b) Schedule 2
- c) Schedule 4

Approved with Changes

Tata Consultancy Services Limited

Authorized Signatory Date

Customer

Authorized Signatory Date

(TCS Proprietary and Confidential)



REGISTRAR
KLE Academy of Higher Education
and Research, BELAGAVI



TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited
SJM Towers 18 Sheshadri Road Gandhinagar Bangalore 560 009 India

To :

Mr. R. Balsubramaniam

Office of the Registrar,
KLE Academy of Higher Education and Research,
JNMC Campus, Nehru Nagar,
Belagavi - 590010
Phone Office : 0831-2444444

From :

Shiyam Prakash

Tata Consultancy Services
Unit -III, No.18,
SJM Towers, Sheshadri Road,
Gandhinagar,
Bangalore - 560009, Karnataka
India
Cell:- +919008133779

1560 471 4322

2