

**DEPARTMENT OF INFORMATION TECHNOLOGY
KLE ACADEMY OF HIGHER EDUCATION & RESEARCH**

The Department of Information Technology has been an active and effective part of KLE Academy of Higher Education and Research has a vibrant Department of Information Technology since its inception of the year 2006. IT Department has a significance role in the ramped up growth of the University. With increasing demands of the Digital Mode in Academics and Research, the university established IT department with 13 experienced IT Professionals with upgraded services. Currently, the department provides best infrastructure and resources in the following sections:

1. **Learning Student Management (LMS):** are powerful tools for the organization and presentation of curricular learning materials, for monitoring of student and faculty member's performance, and for overall quality control.
2. **Paper Less Examination Modules:** This is one of the reforms in Examinations System in KLE Academy of Higher Education and Research. The usage of Information Technology has made the examination process secure, robust, student –friendly and infallible. This also included the online payment gateways for exam fee.
3. **Human Resource Management System (HRMS):** Human resources are one of three principle health system inputs, with the other two major inputs being physical capital and consumables. The performance and the benefits the system can deliver depend largely upon the knowledge, skills and motivation of those individuals responsible for delivering health services. The HRMS has been proved to be an effective way of managing resources.
4. **Finance Management Software:** an important aspect of the university. It has all necessary automations as per guidelines.
5. All maintenance process is done by Ticket Raising System. This also provides facility to register online complaints of maintenance services.

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Registrar

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6. The university website is maintained through Content Management System

The Department also developed couple of in-house software's to manage the daily activities of the university viz; Inward-Outward Department, Online Help Desk, maintenance of Wi-Fi Services and monitoring activities in the campus via CCTV, arranging quality video conferences, logistic support to CMEs/Seminars/meetings and so on.

All the lecture theatres, lecture halls, seminar rooms and auditorium are equipped with LCD projectors. Laptops are extensively used by the faculty for computer aided training.

The campus is completely enabled with Wi-Fi Services with band width of 310 Mbps. About 6000 users are availing this facility with access control. The login credentials have been provided to all users.

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Wi-Fi Capabilities on Campus

- Bandwidth - 310 Mbps IL
- Number Of Active subscribers - 11071
- Wi-Fi enabled campuses (2009) with a proper data centre, a Giga-Ethernet backbone and enterprise backend solutions.
- Wi-Fi comes with the speed of 8 Mbps/subscriber policies. One AP and can cater around 40 students at a time.
- There are around 350+ Aps mounted in the Campus, which includes Academic blocks, Administrative blocks, Hostel blocks, Guest House and Hospital.
- 310 Mbps Internet Bandwidth with backup arrangements to ensure minimum downtime.
- Students using their own laptops and other devices such as tablet PCs can avail of the Internet through the Wi-Fi from any place on the campus.
- The Wi-Fi systems are also enabling video conferencing and audio video lectures in distance learning programmes with the virtual classroom facility. technology has almost nullified the distance. We are accessible to the students worldwide at a click.
- We have the wherewithal to conduct online synchronised training sessions and online exams. Each class room is also equipped with a PC, Projector and audio devices. Some of the classrooms are also enabled with Video Conference.
- Provision Guest Wi-Fi access in meetings rooms or office for visitors.
- Content filtering to ensure undesirable websites are blocked, to prevent misuse of the Wi-Fi Network.

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Bandwidth Management

- Regularly check application growth and the number of new connections
- Measure bandwidth usage by non business applications. Identifying traffic consumption by application and check if non-business traffic is affecting the performance of services. Drilling down application-level traffic to control bandwidth usage.
- Control excess bandwidth consumption. Applying QoS policies and access control lists (ACLs) to reduce traffic consumption by unwanted sources and applications.
- Access Control by authenticating and authorizing individuals to access the information they are allowed to see and use.

Security

- Secure Authenticated access for every user
- Multi factor authentication (MFA):- Websites and email accounts can be made more secure by requiring at least two factors of authentication by a user.
- Firewalls as filters that protect devices by allowing or denying access to a network.
- Centralized network access control (NAC) into the campus Wi-Fi solution to provide RADIUS/PKI authentication of users for authorized access to network resources.
- Centralized management to provide end-to-end visibility and centralized control of all network components.
- Enterprise management of multiple locations implemented to ensure an entire organization, regardless of location, is managed, monitored, and controlled at the same level

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wifi

Government of Karnataka
Registration & Stamps Department

SNSP/B100/08-09 No. 574305
Issued by
State Bank of Mysore

Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by

Sri/Stat: The Registrar, KLE University, Belgaum

s/d/w/o _____ residing at _____

Br. Name: M. M. EKTN. BELGAUM

Date: 16 APR 2009

For State Bank of Mysore

Authorized Agent to collect stamp duty
for Government of Karnataka
Belgaum

SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is entered into on this 25th day of
APRIL 2009

BETWEEN :

DVoIS Broadband Private limited having its Registered office at no, 70, 2nd floor, 9th
main, HMT Main Road, Mathikere, Bangalore-560054 ("DVoIS") represented by it's
Director/M.D etc. hereinafter referred as Party No.I of the FIRST PART

Digital Intelligence Technologies India Pvt. Ltd. Having its registered office at D-1,
Shamitha apartments, no.8, Stephens Road, Fraser Town, Bangalore-560005 ("DITIFL")
combinedly hereinafter referred as Party No. II of the FIRST PART and Party No.I & II are
hereinafter referred as "VENDORS" which expression shall mean and include its executors,
successors, in office etc.

AND:

KLE University, Nehru Nagar, Belgaum represented by its Registrar, hereinafter
referred as "CUSTOMER" which expression shall mean and include its successors,
administrators, executors etc.

WHEREAS

For D-VoIS Broadband Pvt. Ltd.

[Signature]
Director(s)

For DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.

[Signature]

Director

Registrar
KLE UNIVERSITY
BELGAUM

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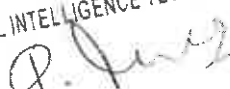
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- (A) DVOIS is a company engaged in establishing, owning and operating wireless network infrastructure, supporting applications, associated software as well as ancillary items (herein after collectively referred to as "DVoiS Wireless Network Infrastructure"),
- (B) The Customer is an university engaged in providing education through various constituent colleges.
- (C) DVoiS has agreed to provide and implement the DVoiS Wireless Network Infrastructure in specific areas of the Customers premises as set forth in Schedule D on a fees basis, more particularly set forth in Schedule A.
- (D) In addition to the implementation of the DVoiS Wireless Network Infrastructure, VENDORS has agreed to provide to the Customer operations, maintenance and support services ("Operations, Maintenance and Support Services") in accordance to the terms and conditions of this Agreement or as may be agreed between the Parties from time to time.

VENDORS and the Customer shall be hereinafter be referred to such as or collectively as 'Parties' and singularly as 'Party'

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby

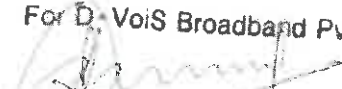
For DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.


Director



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For D. VoiS Broadband Pvt. Ltd.


Director(s)

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acknowledged, the Parties, intending to be legally bound, agree to the following terms and conditions governing the provisioning of the various services contemplated herein.

IT IS AGREED

1. Definitions and Interpretation

“Agreement” means this agreement and all schedules thereto.

“Business Day” for the purposes of receipt of Fees and other payments means any day other than a Saturday, Sunday or public holiday in the city of Bangalore (public holiday for this purpose shall mean a day which is a public holiday for the purpose under the Negotiable Instruments Act, 1881). If the day on which any act, matter or thing is to be done under or pursuant to this agreement is not a Business Day, that act, matter or thing shall be done on the succeeding Business Day.

“Equipment” shall mean all equipments, parts, provided, installed or used in connection with the DVoiS WirelessNetwork Infrastructure.

“Fees” means the amount payable by the Customer to VENDORS under this agreement as described in the Schedule A

“Overdue Rate” means interest at the rate of 1% per month in respect of any amount due but unpaid.

“Payment Date” means from the first day of each calendar month to 5th of each of the English calendar year occurring during the Term commencing after the Commencement Date.

“Services” means provision by VENDORS to the Customer (a) of the provisioning, installing and commissioning services in relation to the Equipment on an exclusive basis at the sites/premises agreed between the Parties; (b) the Operations, Maintenance and Support Services as more specifically defined in Schedule D; and (c) Other Services in relation to the DVoiS WirelessNetwork Infrastructure; all in accordance with the provisions of this Agreement including provisioning of the Internet Bandwidth and or other Value Added Services as agreed to between the parties from time to time..

“Service Level Parameters” means the service level parameters to be met by VENDORS with respect to the DVoiS WirelessNetwork Infrastructure, the Operations, Maintenance, Support Services and Other Services to be provided by VENDORS to the Customer under this Agreement and as more particularly set out in Schedule B.

“Service Provider” means the service provider appointed by VENDORS in accordance with the provisions of Clause 4.4 below for the purposes of undertaking the activities mentioned in this Agreement.

“Term” means the term of (a) this Agreement for 7 years which may be extended further (as may be mutually agreed by the Parties).

For D-VoiS Broadband Pvt. Ltd.

INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD. Director(s)

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"Tax" means any indirect tax, cess, rate, duty, lease tax or any other transaction tax on sale or lease of, or on provision for any goods and/or services and includes any excise duty, import duty, export duty, or any other tax or duty on manufacture, processing or making of any goods or services but shall exclude the tax on income.

2. Services

2.1 VENDORS shall implement, operate and maintain DVOIS Wireless Network Infrastructure in the areas specified in Schedule D and provide the Services as per the terms and conditions set out in this Agreement, the Service Provider and the Schedule B. The parties shall mutually agree to the terms and conditions for any changes or amendments required to the Services.

2.2 DVOIS shall make available the Services (including installing and commissioning the DVOIS Wireless Network Infrastructure) on or before 45 Days from the agreement date.

2.3 VENDORS shall also provide Operations, Maintenance and Support Services to the Customer in respect of the DVOIS Wireless Network Infrastructure as mentioned in the Schedule C. VENDORS shall provide the Operations, Maintenance and Support Services as per the Service Level Parameters specified in Schedule B.

3. Term

3.1 The terms and conditions of this Agreement shall be applicable and valid for a period of 7 years from the execution of this Agreement ("Initial Term").

3.2 Upon expiry of the Initial Term, the Parties may by mutual written agreement extend the term of the Agreement for a future term prior to 6 months of the expiry of this agreement.

4. Fees

4.1 Subject to the terms of this Agreement, for the implementation of the DVOIS Wireless Network Infrastructure including provisioning, installing and commissioning the Equipment as more particularly set out in Schedule D, provision of the Services by VENDORS including the Operations, Maintenance and Support Services, the Customer will, throughout the Term, pay VENDORS the applicable Fees as per Schedule A. The Fee shall be inclusive of all Taxes except service tax which will be as applicable at the time of billing.

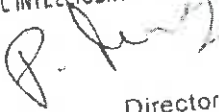
4.2 The Fees, as above, is payable monthly on each Payment date to the party No. I of the first part 70% and party No. II of the first part 30%.

4.3 VENDORS shall raise and deliver invoices for the Fees as mentioned in Clause 4.1 on the Customer, at least a week in advance of each Payment Date.

4.4 The Customer shall ensure that the payment, in respect of the invoices, to VENDORS is effected on the respective Payment Date(s) by delivery of cheques, electronic transfer of funds and/or any other means of payment as may be mutually agreed by the parties.

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Director

For D-Vois Broadband Pvt. Ltd.


Director


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4.5 VENDORS have right to appoint any firm/company/individual ("Service Provider") to provide technical support in relation to the DVoiS Wireless Network Infrastructure and the services with prior written approval and consent of the customer.

5. Provision of Services

5.1 VENDORS will comply with and meet the Service Level Parameters set out in Schedule B.

5.2 VENDORS hereby represents and warrants that the DVOIS Wireless Network Infrastructure including Equipment and the Services, shall meet the parameters specified in Schedule B. Further and without limiting the generality of the above. VENDORS shall ensure that the Equipment is of the quality, quantity and specifications to meet the Service Level Parameters.

5.3 In the event of failure of service system the customer shall deduct the penalty for non performance as described in Schedule E of this agreement which forms part and parcel of this agreement.

6. Use of Equipment

6.1 Unless otherwise agreed between the Parties the Customer shall:

6.1.1 not attempt to sell, dispose of, encumber in any way, or part with possession of the DVOIS Wireless Network Infrastructure including the Equipment;

6.1.2 not alter any identifying markings on the Equipment;

6.1.3 allow VENDORS or its nominees to inspect the Equipment;

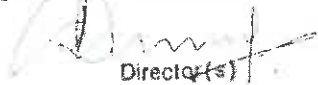
6.2 The Customer acknowledges that the DVOIS Wireless Network Infrastructure including the Equipment will remain the property of DVoiS, and that the Customer only has the right to use the DVOIS Wireless Network Infrastructure including the Equipment. DVoiS shall have the right to transfer and / or assign the DVOIS Wireless Network Infrastructure including the Equipment to any person during the term of this Agreement, provided there is no disruption of the Services and/or any part thereof, in manner whatsoever, due to such transfer or assignment and the transferee or the assignee agrees to be bound by the terms of this Agreement (including Schedules, etc.). Upon termination of this Agreement, DVoiS shall be entitled to remove the Equipment or VENDORS may authorise a Service Provider to repossess the Equipment and the Customer will have no objection to such arrangement.

6.3 The Customer agrees that VENDORS shall have absolute right to create any charge or encumbrance in favour of its lenders on the said DVOIS Wireless Network Infrastructure including the Equipment as it may deem fit provided it shall ensure that creation of such charge or any consequences arising from the same (including as a result of any default on the part of VENDORS to any of its lenders) does not hamper in any manner whatsoever the Services and does not result in any such lender having access to the premises of the Customer.

For DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.


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7. Lost, stolen or damaged equipment

- 7.1 If any Equipment is lost, stolen or damaged beyond economic repair then VENDORS shall immediately notify the Customer of the same in writing and VENDORS shall, at its own cost replace that Equipment with equipment of like nature and condition within 30 days from the date of the loss, theft or damage to the Equipment. VENDORS shall take necessary steps to claim the insurance on such Equipment from the insurance company. VENDORS and the Service Provider will indemnify the Customer for loss of business during the period upto replacement of Equipment. Title in respect of such replacement equipment will vest in DVOIS and this Agreement will continue with respect to that equipment as if it was the original Equipment.

In case the Equipment is damaged by the Customer or its representatives including the students, the Customer will have to replace the Equipment with equipment of similar nature and condition at its own cost.

Notwithstanding the above, the Parties agree that VENDORS shall maintain the minimum Service Level Parameters pertaining to the Services at all times.

- 7.2 VENDORS shall comply with all applicable laws in relation to the rendering of the Services. The Customer shall comply with all applicable laws in relation to the availing of the Services.

8. Essential Terms

- 8.1 The following terms are fundamental and essential terms:

- (a) The Customer shall have the primary responsibility for the following:

- (i) Payment of Fees to VENDORS monthly in advance.
- (ii) Provide necessary infrastructure to VENDORS for implementation, operation and management of the DVOIS Wireless Network Infrastructure including but not limited to
 - a. A Network Operations Room at a convenient location, within the College / University campus to put up racks for installation of various equipments.
 - b. 24 x 7 Access to the network operation room for stationing of personnel for the purposes of carrying out Operations, Management and Maintenance of VENDORS Network Infrastructure.
 - c. Space for mounting switches, poles, UPS, wireless equipment, at places identified by VENDORS.
 - d. Power connection for all the equipment to be deployed. In the event of a power cut, power generated by diesel generator should be made available at no additional cost.
 - e. Channels & Conduits for laying network cables, fibres and or other network infrastructure.

For DVOIS Broadband Pvt. Ltd.

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- f. Authorisation to terminate the cables at various termination points identified by VENDORS.
 - g. Security support to monitor that the equipment are not damaged, stolen, lost or otherwise tampered with. No unauthorised personnel shall be permitted to touch the equipment.
 - h. Any other infrastructure, place or facility, permission, approvals that VENDORS may require.
- (b) that the Customer pays all Fees on time, subject to the terms of this Agreement;
- (c) that provisioning of internet access to the subscribers wirelessly is an essential part of this agreement. The Customer hereby agrees and undertakes that any approval, permission or authorisation it grants to other internet service providers for providing internet service within the coverage area specified in Schedule D shall be subject to the conditions a) the internet access should be provided wirelessly only and no wires should visible hanging outside the building and b) The pricing for such services shall not exceed the Fee payable to VENDORS
- (d) that the Customer and VENDORS, as the case may be, do not cease or threaten to cease carrying on the business nor does it, during the tenure of this Agreement, directly or indirectly, sale/transfer whole or part of their respective businesses to any person or entity without obtaining the other party's approval for the same. The other party shall not unreasonably withhold such approval if the person/entity who acquires the business of the concerned party unconditionally and irrevocably agrees and binds himself to the responsibilities, liabilities and obligations of the transferring / selling party under the Agreement. The selling / transferring party shall have the responsibility to ensure that after the sale/transfer, the new entrant enters into an agreement with the continuing party in a form acceptable to the continuing party.
- (e) VENDORS shall have the primary responsibilities:

VENDORS shall implement billing software which would determine the bandwidth usage per subscriber which shall be shared with the Customer as and when requested.

VENDORS shall implement necessary authentication and authorisation system to ensure that only authorised subscribers can access the Services.

VENDORS shall implement necessary policies that the University may require from time to time..

9.A Force Majeure and Conditional Events

In the event that any Party hereto shall be rendered unable to carry out the whole or any part of its obligations under this Agreement for any reason beyond the reasonable control of that Party, including but not limited to decrees or restrains by governmental authorities, acts of God, force majeure, strikes, war, riot, pandemics and any other causes of such nature, then the performance of the obligations hereunder of that Party or the Parties hereto as the case may be and as they are affected by such cause shall be excused during the continuance of any inability caused, but such inability shall as far

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For D-VoIS Broadband Pvt. Ltd.

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as possible be remedied with all reasonable dispatch provided the Party claiming force majeure has notified the other Parties with reasonable dispatch about the circumstances constituting force majeure and its likely duration with such evidence in support thereof as may be reasonably available with it. Notwithstanding any provision to the contrary, non-availability of employees or labour shortages shall not be construed as a force majeure event.

9. Default and Remedies

9.1 An event of default on the part of the Customer shall be deemed to have occurred if the Customer fails to pay the Fees or other sums due and payable by the Customer to VENDORS under the terms of this Agreement within 30_ business days from the due date for such payment, unless such payment is disputed by the Customer.

9.2 VENDORS's Remedies

Upon the occurrence of an event of default on the part of the Customer as mentioned in Clause 10.1 above, VENDORS shall intimate the Customer about the default and if the default is not rectified within 30 days from the date of such intimation, and if VENDORS is desirous of terminating this Agreement, VENDORS shall notify the Customer in writing of its intention to terminate this Agreement. Any such termination shall become effective on the 15th Business Day calculated from the date of receipt of the termination notice by the Customer ("Effective Date of Termination"). Upon termination of this Agreement, the Customer shall, in addition to all the other amounts payable by the Customer to VENDORS under this Agreement, immediately become liable to pay the pro rata Fees due and payable in respect of the Agreement upto the Effective Date of Termination of this Agreement.

Subject to the terms of this Agreement, VENDORS shall be entitled to turn off the DVoiS WirelessNetwork Infrastructure, the Equipment and/or stop providing the Services under this Agreement for all or any of the Equipment in case default in payment by the Customer has occurred. Subject to the terms of this Agreement and save as otherwise provided this Agreement, VENDORS shall be entitled to enter the premises of the Customer, and remove the respective Equipment(s) without attracting any liability whatsoever in respect thereof. VENDORS in addition to the above shall also have all rights and remedies under any laws and/or equity against the Customer. VENDORS may elect any one or more of the foregoing remedies or any remedy available at law or equity.

9.3 VENDORS's Default.

9.3.1 An event of default on the part of VENDORS shall be deemed to have occurred if VENDORS breaches any representation, warranty, obligation or agreement set forth in this Agreement which is not rectified within the time frame specified in the Agreement.

9.3.2 Customer's Remedies

In the event of any default by VENDORS, which is not rectified within the timeframe specified in the Schedule B or 30 days whichever is later, then the Customer shall be entitled to terminate this Agreement.

For D-VoiS Broadband Pvt. Ltd.

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In the event that the Customer desires that VENDORS continue to provide the Services or and part thereof for a further period (which shall not exceed 90 days from date of notice of termination) after the date of issue of notice of termination, the Customer shall intimate the same in writing in such notice of termination. On and from the date of receipt of the termination notice by VENDORS from the Customer upto the date indicated by the Customer in the notice of termination, VENDORS shall continue to render such Services as are required by the Customer in an uninterrupted manner and the appropriate pro rata Fees in respect of such period shall be payable by the Customer to VENDORS.

9.3.3 The Customer and VENDORS shall endeavour to mitigate damages to the DVoiS WirelessNetwork Infrastructure including the Equipment arising under this Agreement.

10. Termination

10.1 If VENDORS terminates the provision of Services or provision of any Equipment as provided in this Agreement, the Customer must immediately,

- (a) return or stop using the Equipment/s in case of termination of contract of Equipment or Services;
- (b) Pay to VENDORS all moneys then due and payable (including penalties, if any) under this Agreement.

10.2 Any termination of this Agreement and any payment by the Customer does not affect any other rights and/or obligations that VENDORS have under this Agreement or law or otherwise.

10.3 In the event the customer intends to terminate the agreement during the term period a notice in writing 30 days in advance will be served on the vendor and the payment to the vendor will be made as per schedule E (B)

11. Exclusion of Warranties

11.1 To the full extent permitted by law, all express and implied terms, conditions and warranties (other than the ones set out in this Agreement) are excluded by VENDORS.

11.2 VENDORS is not liable for the payment of any damages for the injury or loss sustained by any person or to any property arising from the possession, operation or use of the DVoiS WirelessNetwork Infrastructure including the Equipment in case the damage arises due to any act of gross negligence or wilful misconduct of the Customer.

12. Return of Equipment

12.1 At the expiration or earlier termination of the Agreement, the Customer will permit VENDORS to remove/ decommission the Equipment from the premises where it is installed.

Dr D-VoiS Broadband Pvt. Ltd.

Director(s)

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12.2 If it is not possible for the Customer to return the Equipment to VENDORS in accordance with the provisions of this Agreement, the Customer shall immediately at the expiration of the Agreement or on earlier termination of this Agreement, deliver to VENDORS the replacement Equipment.

12.3 Notwithstanding the right of termination of this Agreement, the payment of the due and unpaid Fees, VENDORS shall also, at its option, subject to what is stated elsewhere in this Agreement, be entitled to dismantle and remove the Equipment from the place where it shall have been kept and take away there from and sell/dispose off the Equipment and for that purpose, VENDORS shall have right to enter into any premises where such equipment is located subject to receiving permission from the owner or the occupant of the premises where the Equipment is located. The Customer shall provide all reasonable assistance in obtaining permission as aforesaid. Each of the Parties shall be responsible for due compliance of applicable Government regulations in respect of their respective obligations under this Agreement.

13. Indemnities

13.1 The Customer shall indemnify VENDORS against the following where the same occurs due to wilful breach or proven negligence on the part of the Customer:

- (a) any loss of or damage to the DVoIS Wireless Network Infrastructure or the Equipment, however arising;
- (b) any loss which VENDORS may suffer as a result of any representation or warranty made by the Customer in connection with this Agreement being found to be materially incorrect or misleading;
- (c) liability for any death, injury or damage to any person or property arising directly or indirectly from the improper use of the Equipment, if the same arises as a result of the acts and/or omissions of the Customer in violation of the terms of this Agreement;
- (d) any loss or liability incurred by VENDORS resulting from improper possession, use or operation of the Equipment by the Customer, if the same arises as a result of the acts and/or omissions of the Customer; and
- (e) any liability which VENDORS may incur under any tax legislation by reason of the use of the Equipment for any purpose other than as stated by the Customer to VENDORS in this Agreement;
- (f) against any and all claims, damages, cost, charges and expenses incurred by VENDORS arising out of any acts or omissions in breach of this Agreement, law, rules, regulations by the Customer or its employees, agents or representatives.

Each indemnity in this clause 14.1 is a separate and independent obligation and continues upon termination of this Agreement.

13.2 VENDORS shall indemnify the Customer:

Dr D-VoIS Broadband Pvt. Ltd.
FOR DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.
Director(s)

Registrar
KLE UNIVERSITY
BELLARU

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Dr. V.A.Kothiwale
Registrar

KLE Academy of Higher Education and Research,
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)
Belagavi-590 010, Karnataka

- (a) against any and all claims, damages, cost, charges and expenses incurred by the Customer arising out of any negligence or wilful misconduct by VENDORS or its employees, agents or representatives including in respect of rendering of the Services or any part thereof;
- (b) against any loss which the Customer may suffer as a result of any representation or warranty made by VENDORS in connection with this Agreement being found to be materially incorrect or misleading;
- (c) against any liability for any death, injury or damage to any person or property arising directly or indirectly from the use of DVoiS WirelessNetwork Infrastructure, if the same arises as a result of the acts and/or omissions of VENDORS or its representatives, employees and/or agents;
- (d) against any loss or liability incurred by the Customer resulting from the possession, use or operation of the Equipment by VENDORS, if the same arises as a result of the acts and/or omissions of VENDORS or its representatives, employees and/or agents;
- (e) against any liability which the Customer may incur under any tax legislation by reason of the use of the Equipment by VENDORS for any purpose other than as stated by the Customer to VENDORS in this Agreement;
- (f) against any and all claims, damages, cost, charges and expenses incurred by the Customer arising out of any acts or omissions or breaches of this agreement, law, rules, regulations by VENDORS or its employees, agents or representatives;
- (g) VENDORS shall indemnify the Customer against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the Equipment or any part thereof;
- (h) VENDORS shall indemnify and keep indemnified the Customer against all actions or claims for infringement of patents, copyrights, registered designs or any other intellectual property right by reason of the proper use of the Equipment, where the Equipment is installed and VENDORS shall promptly, at its option and own expense, either:
 - (i) Procure for the Customer the rights for continued use of the Equipment in its present form, or
 - (ii) Replace or modify the Equipment so that it no longer infringes on any such rights, or
 - (iii) Settle or defend any further claim, suit or proceeding against the Customer arising out of such continued use;

provided, that such loss, damage, claim or liability is not due to any gross negligence or wilful misconduct on the part of the Customer. Each indemnity in this clause 14.2 is a separate and independent obligation and continues after termination of this Agreement. If the Customer is made a party to any litigation commenced by or against VENDORS for any of the above reasons, then VENDORS shall protect and hold the Customer, its Directors, employees or agents harmless and pay all reasonable

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costs, penalties, charges, damages, expenses and reasonable attorneys' fees incurred or paid or likely to be incurred by the Customer in respect thereof.

14. Confidentiality

14.1 Both Parties must each keep confidential all information about each other which is in its nature confidential and which comes into either party's possession.

14.2 Neither party is permitted to disclose any confidential information about the other without the consent of the other unless:

- (a) that information has become publicly available; or
- (b) disclosure is required by law; or
- (c) disclosure is to any other party providing finance or assuming any credit risk or participating in the funding of the Equipment or this Agreement.
- (d) the disclosure takes place pursuant to clause 22

15. Limitation of Liability

15.1 **Limitation on Damages.** In no event shall VENDORS be liable for any loss of or damage to the revenues, profits or goodwill or other special, incidental, indirect or consequential damages of any kind, resulting from its performance or failure to perform any obligation under this Agreement or any of its schedules, or resulting from any interruption of the Customer's business, whether resulting from breach of contract or breach of warranty, even if VENDORS has been advised of the possibility of such damages.

15.2 VENDORS shall be liable and/or responsible for failure of any third party manufactured equipment and /or replacements provided by VENDORS from such third party VENDORSs.

15.3 However, in case of product manufactured by third party (which are a part of Equipment), VENDORS's maximum cumulative liability shall be limited to its rights against the supplier of such products provided such failure of third party manufactures equipment and/ or replacement is not attributable to VENDORS. If such failure is attributable to VENDORS, VENDORS shall be directly liable to make good the loss to the Customer. In case if there is any warranty period as may be specifically mentioned in respect of any Equipment or any part thereof VENDORS shall, during the term of warranty, repair or set right the default, provided the default or defect is not attributable to any improper use of the Equipment or is the result of the gross negligence of the Customer or due to acts of omissions and commissions of the Customer or its representatives and it will not be the responsibility of the Customer to make any claims on the manufacturer and/or supplier.

16. Representations and Warranties

16.1 Mutual.

Each party represents and warrants to the other party that:

D-VoiS Broadband Pvt. Ltd,

Director(s)

FOR DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.

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- a. It has full right, power and authority to enter into this Agreement;
- b. The making of this Agreement and the performance thereof will not violate any laws, ordinance, restrictive covenants, or other agreements under which such party is bound;
- c. Such party is a duly organized and existing corporation;
- d. The party is qualified to do business in any state in which the Sites are located; and
- e. All persons signing on behalf of such party were authorized to do so by appropriate corporate action.

16.2 VENDORS or the Customer as the case may be, warrants, in respect of the Agreement, that:

- a. It will maintain the Equipment in proper operating condition and maintain the same as to appearance and safety.
- b. Use the said Equipment only for lawful purpose and without violating any rules, regulations or statute.
- c. The operations of the Equipment by VENDORS would not cause any harm /nuisance to public or any other third party.
- d. It will be responsible for compliance, at its own cost, with all the applicable Government regulations relating to installation, operations removal of the Equipment, if any.

17. Miscellaneous

- 17.1 No variation of this Agreement or waiver of any right under this Agreement will be effective unless it is agreed upon by VENDORS and recorded in writing and signed by both the Parties.
- 17.2 This Agreement constitutes the whole agreement between the Parties with regard to the subject matter hereof, and each of the Customer and VENDORS waives its respective right to rely on any alleged express provision not contained herein.
- 17.3 No relaxation or indulgence, which one party may grant to the other, shall be deemed to be a waiver of any of that party's rights in terms of this Agreement.
- 17.4 A certificate jointly signed by any of VENDORS's and the Customer's directors or managers for the time being (whose status, authority and signature need not be proved) setting out the amount owing by the Customer to VENDORS in terms of this Agreement shall be prima facie proof of the facts stated therein and shall be sufficient for all legal proceedings including summary judgement, requests for particulars and discovery procedures.

For D-VoiS Broadband Pvt. Ltd.

[Signature]
 Director(s)
 For DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.

[Signature]
 Registrar
 KLE UNIVERSITY
 BELAGAVI

Dr. V.A.Kothiwale
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18. Severance

18.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable, such provision shall be severed and the remaining provisions shall continue unaffected.

19. Governing Law, Jurisdiction and Arbitration

19.1 This Agreement shall be governed by and construed in accordance with laws of India.

19.2 Both the Parties agree to submit to the exclusive jurisdiction of the Courts in the City of Bangalore.

19.3 Should any dispute arise between the Parties hereto at any time during the term of this Agreement or whenever thereafter, the same as shall soon as the dispute arises be referred to arbitration by a Sole Arbitrator to be jointly appointed by both the Parties hereto. The proceedings of arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996. The decision of the Arbitrator shall be final and binding on the Parties.

20. Waiver

20.1 No waiver by VENDORS or the Customer of any default, breach or repudiation by the Customer or VENDORS, as the case may be, will affect VENDORS's or the Customer's rights in respect of any further or continuing default, breach or repudiation.

21. Assignment and Agency

21.1 VENDORS may sell or assign either absolutely or by way of security all or any of its rights and/or obligations and/or benefits under this Agreement and/or to the Equipment to any financial institution, banks or lenders without reference to the Customer and without making the customer liable in any manner. Upon such assignment, the Customer acknowledges that:-

- (a) VENDORS shall be entitled to transfer all customer related information to such financial institution, banks or lenders as the case may be ; and
- (b) where applicable, the Customer will recognise financial institution, bank or the lender as the case may be as the new owner of the Equipment subject to the terms and conditions of this Agreement.

However in case VENDORS sells/transfers any benefits, rights under this Agreement in the manner stated above then VENDORS shall ensure that the transferee / assignee shall assume the obligations, responsibilities and liabilities of VENDORS under this Agreement.

21.2 the Customer shall not assign any of its obligations or rights hereunder to a third party, without first ensuring that the assignee shall assume the obligations, responsibilities and liabilities of the Customer under this Agreement.

For D-VoiS Broadband Pvt. Ltd.
For DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.

ATTEST Registrar
KLE UNIVERSITY

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Registrar

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Belgaavi-590 010, Karnataka

22. Notices

22.1 The Parties choose the following addresses as the address at which they will accept service of any notice or legal proceedings and for all other purposes in connection with this Agreement.

In the case of VENDORS, the notices must be marked for the attention of a director of VENDORS at

DVoIS: No.70, 2nd Floor, 9th Main, HMT Main Road, Mathikere, Bangalore – 560054
DITPL: D-1, Sharnita enclave, no.8 stephens road, Fraser Town Bangalore-560005

In the case of Customer, the notices must be marked for the attention of

Address: Registrar KLE university, Nehru nagar Belgaum.

22.2 Notices may be hand delivered or sent by pre-paid registered mail.


22.3 Notices sent by pre-paid registered mail will be taken to be received on the 7th Business Day after posting, and notices sent by facsimile will be taken to be received on production of a transmission report from the transmitting machine indicating a successful transmission of the facsimile.

For DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.


Director


Registrar
KLE UNIVERSITY
BELGAUM

For D-VoiS Broadband Pvt. Ltd.


Director (*)

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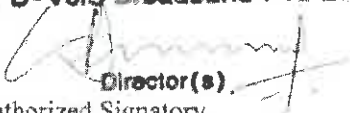
IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement or have caused this Agreement to be duly executed on their behalf, effective as of the date first written above.

First Part (Vendor)

Party 1

For DVoiS

For D-VoiS Broadband Pvt. Ltd.


Director(s)
Authorized Signatory

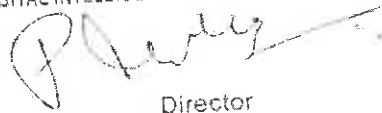
Name : Ramesh S

Title : Director

Party 2

For DITIPL

For DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.


Director
Authorized Signatory

Name : P Madhusudan

Title : Director

Second Part (Customer)

For KLE University

Name : Dr. P.F. Kotur

Title : Registrar



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SCHEDULE A

Fees

Fees shall be a sum of

Rs. 1000000/- (Rupees Ten Lakhs) per month (covering all hostels, auditorium, open areas in front of hostels, fountain) Plus the service tax applicable payable monthly in advance in lumpsum irrespective of the no.of users.

The fees shall be paid in favour of DVoIS and the DITIPL in the ratio of 70% & 30% and for any liabilities and penalties both DVoIS & DITIPL are together responsible in the same ratio.

Variation in the Fees:

The Fee amount mentioned above is computed on the basis that VENDORS, as a part of provisioning internet bandwidth to the students and administration of the DVOIS Wireless Network Infrastructure, would provide 20 mbps of bandwidth into the Network. DVoIS will provide the copy of the letter confirming the provision of 20Mbps for customer site from Internet service provider,

If this bandwidth is determined by KLE management to be insufficient to meet the requirements of its students and administration, it may request DVoIS to increase the internet bandwidth.

For every incremental 1 mb of bandwidth or part thereof, the Fee shall increase by Rs. 16,600 p.m and shall be payable to DVoIS.

For D-VoiS Broadband Pvt. Ltd.

Director (S)

For DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.

Director

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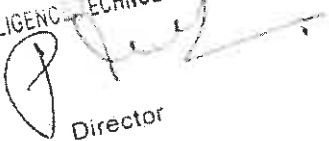
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SCHEDULE -B

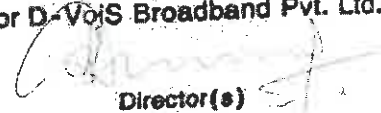
**Scope of work and Service Level Agreement (SLA)
conditions for O&M Agreement between KLE and
VENDORS (Service Providers) for
DVoiS Wireless Network Infrastructure**

For DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.


Director

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For D-VoiS Broadband Pvt. Ltd.


Director(s)

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For DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.


Director

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1. Purpose

The purpose of this document is to lay down the performance parameters, operation and maintenance structure and guidelines that will be followed by (VENDORS) to build, own and operate Wireless Network Infrastructure, supported Applications, associated software as well as ancillary items, herein after collectively referred to as "DVoIS WirelessNetwork Infrastructure", in order to meet the mutually agreed upon "Service Level Agreement" (SLA) requirements.

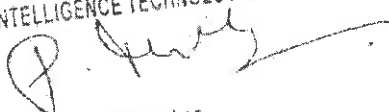
2. Scope of Work/Service

Implementation, operations and Maintenance of Wireless Broadband Network and Value added services in KLE UNIVERSITY ("KLE"). Scope of the work for applications (VAS) and coverage requirements will be as specified by KLE Management, herein referred as KLE. Rollout priorities and timelines shall be as agreed with KLE. The scope also includes establishment of an onsite helpdesk / support cell for speedy resolution as per SLA.

Related work will include

1. Implementation of the Wireless Network Infrastructure in KLE as per priority provided by KLE Management.
2. Operation & Maintenance of the established DVoIS WirelessNetwork Infrastructure
3. Maintaining adequate Spares and Inventory
4. Coverage/Capacity enhancements as and when notified by KLE. This should be based on the customer feedback and VENDORS in consultation with KLE to ensure that the wireless access is made available at the additional coverage area specified
5. To establish to adequate security infrastructure to prevent unauthorized access on campus. Proper authentication system to be implemented.

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Service Level Agreement

The Service Provider shall ensure the compliance of the following service level parameters for all the Equipment which it has to render Services under this Agreement.

1. The network is designed to achieve aggregate data rate of 400kbps per subscriber or better with a target reliability of 95% across the specified area (Annexure 1)

2. Operation & Maintenance

Monthly uptime of the equipment for DVoiS Wireless Network Infrastructure shall be not less than 99 %,

2.1 Severity Levels: -

In order to establish the common understanding of the criticality of the faults , these are categorized as below. Examples of each of the category of faults are provided in Annexure 2

Critical: Faults that severely affect service, capacity, traffic handling capability and hence impacting the revenue.

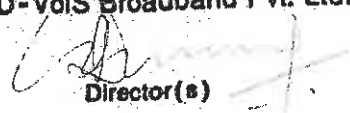
Major : Problems that cause conditions that seriously affect system operation, maintenance and administration. Also, the faults that impact service quality or significantly impair network operator

Minor: These are the problems, existence of the which does not result in the reduction of Service Level of the Network.



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2.2 Response and Resolution Time

VENDORS will ensure that the maintenance Services are provided in accordance with the Response and Resolution Time provided here below

SEVERITY LEVEL	RESPONSE TIME	RESTORATION TIME
CRITICAL (P1)	30 Minutes	8 hrs
MAJOR (P2)	60 minutes	24 Hrs
MINOR (P3)	120 minutes	72 Hours

The response time shall be measured from the time the problem is reported and till the time an engineer from VENDORS starts attending the problem. The Restoration time shall be calculated from the time problem is reported and till the problem / fault is resolved / rectified.

2.3 Escalation Matrix

The Contact details and the Escalation Matrix is as per Annexure 3. The same will be updated within three working days, if any changes occur. An Account Manager will be assigned by VENDORS to provide or coordinate the service delivery to VENDORS.

2.4 Tools and T&M

VENDORS shall maintain all tools and test equipment needed for the maintenance of "DVoIS WirelessNetwork Infrastructure" items as per the requirements so as to fulfill its obligations under committed SLA.

2.5 Establishment of Spares and maintenance of Inventory

All necessary spares at the maintenance center (NOC) will be stocked and maintained by VENDORS

2.6 Preventive/Periodic Maintenance

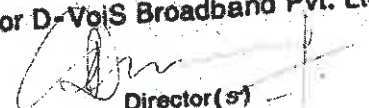
VENDORS shall execute Preventive/Periodic maintenance which involves creating and carrying out a schedule of work, as per the mutually agreed document at all sites, to ensure the peak efficiency. VENDORS will also provide tools & testers required for this activity. VENDORS will give three days advance notice to KLE for any such activity.

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3 Meetings

During the Implementation stage VENDORS will conduct review meetings as jointly agreed along with the representatives of KLE. Both the representatives will discuss on the issues if any. and shall arrive at mutually agreeable resolutions to the identified problems/issues on day to day administrative problems etc. Post Implementation, regular meetings shall be scheduled as necessary.

4 Change request

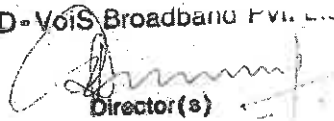
- 4.1 Any request for change, by either party shall be intimated to the other party in writing
- 4.2 Change request among other things shall include request for increase in coverage, capacity or functionality by KLE or any request for change for provision of facilities by VENDORS
- 4.3 The other party may as soon as it is practicable and in any case not later than 7 working days respond to such request for change incl. feasibility of effecting such changes, cost estimates, the time for effecting the change, implementation plan etc.
- 4.4 Post the response as indicated above, if it is agreed among the parties to effect the change, then the same shall be implemented as per the terms and within the time frame agreed

For DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.


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Annexure I

Girls Hostels

1. Akkamahadevi
2. Rani Channamma
3. Neelambika
4. Gangambika
5. P.G Hostel
6. NRI Hostel

Boys Hostels

1. Karnataka
2. Sangam
3. Charaka
4. Chanakya
5. NRI Hostel

Musical Fountain

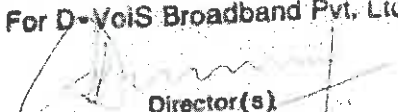
Open ground in front of the Girls' hostel

Auditorium

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Annexure 2 – Severity Levels

Critical

Critical faults are faults that severely affect service, capacity, traffic and require immediate corrective action, regardless of time of day or day of the week.

Some of the examples for the critical problems are: -

- A drastic reduction in capacity or traffic handling capability such that expected loads cannot be handled.
- Any single point of failure
- Any loss of safety or emergency capability
- Loss of the system's ability to perform automatic system reconfiguration
- Loss of access for maintenance or recovery operations
- Loss of the system's ability to provide any required system critical / major alarms
- Inability to restart a processor or the system, in case it is seriously impacting the traffic handling capacity of the system.
- For clarity, if the network is unable to perform any of the functionalities mentioned in the Performance Aspects as per the Service Level Parameters attached hereto, it would be deemed to be a Critical fault.

Major

The problems that cause conditions that seriously affect system operation, maintenance and administration, etc. Also, the faults that impact service quality or significantly impair network operator control or operational effectiveness. Network component down, network problem or functional loss resulting in partial limitations to operations-or-network management software product has major feature, which is dysfunctional are also considered as the Major nature of faults / problems. The urgency is less than in critical situation because of a lesser immediate or impending effect on system performance, and VENDORS's Operations and revenue.

Some of the examples for the Major problems are: -

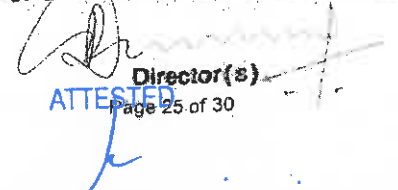
- traffic measurement function
- Any loss of functional visibility and / or diagnostic capability

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- Short outages equivalent to system or subsystem outages, that continue to repeat during longer periods
- Repeated degradation of connections
- Prevention of access for routine administrative activity
- Degradation of access for maintenance or recovery operations
- Degradation of the system's ability to provide any required system critical / major alarms
- Corruption of system databases

Minor

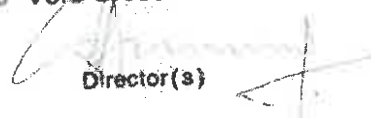
These are the problems which do not fall under the category of Critical and Major and also do not result in significantly affecting the system functioning and Network operations. These are the problems, existence of the same does not result in the reduction of Service Level of the Network. Also, the delay in resolution of the same does not affect the Network Operations and Service Levels.

DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.


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Belagavi-590 010, Karnataka

Annexure 3

Escalation matrix

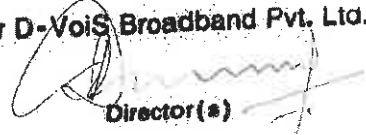
The escalation matrix would be provided before the completion of the implementation and commissioning of the project.

Escalation levels	Person responsible
First level of escalation	Local help desk
Second level of escalation	Project Manager
Third level of escalation	Head IT
Fourth level of escalation	CEO

For DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.

Director


Registrar
KLE UNIVERSITY
BELGAUM

For D-VoiS Broadband Pvt. Ltd.

Director (*)

ATTESTED



Dr. V.A. Kothiwale
Registrar

K. L. Academy of Higher Education and Research,
(Deemed-to-be-University) (s 3 of the UGC Act, 1956)
Belgaum - 591 010 Karnataka

SCHEDULE C Operation, Maintenance and Support Services

1. Manpower deployment

VENDORS shall make available adequately skilled resources with logistics support so as to meet the SLA as per this agreement.

2. Tools and T&M

VENDORS will make available all tools and equipment required to their staff so as to help them service the network and maintain the performance as per the SLA terms under this agreement

3. Establishment of Spares and maintenance of Inventory

VENDORS shall make arrangements of availability of spares along with required logistics for making them available at the site as per requirements so as to maintain the service as per the terms of the SLA under this agreement.

4. Spare Replenishment

VENDORS shall enter into proper arrangements directly or indirectly with their respective VENDORSs to ensure timely replenishment of spares. This should be with a view to maintain continued readiness to attend to any requirements on the field to maintain the services as per the terms under the SLA agreement.

5. Preventive/Periodic Maintenance

VENDORS shall execute Preventive/Periodic maintenance which involves creating and carrying out a schedule of work, as per the mutually agreed document at all sites, to ensure the peak efficiency. This activity will be carried out in all sites, once a quarter.

6. Review Meetings

VENDORS will conduct review meetings along with the authorized representatives of KLE University Belgaum on quarterly basis. Both the representatives will discuss on the issues related to Performance and day to day administration, and arrive at mutually agreed suitable solutions with time bound implementation plan. Both the parties may request for such meeting on need basis to discuss any urgent matter.

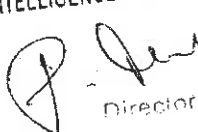
7. Network Quality Improvement Analysis

VENDORS shall carry out analysis of the Network and ensure the continuous improvement in the Quality of the Network. In this connection, KLE shall

- * Analyze the Performance of the Network and make specific recommendation for the Areas of Improvement in term of coverage and capacity
- * Review and provide report specifying intermittent problems affecting the Services on the Network

The above said reports may be taken up for discussions during the quarterly review meetings or any other meetings called by either of the party to this agreement in case of emergency.

For DIGITAL INTELLIGENCE TECHNOLOGIES INDIA PVT. LTD.


Director


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