

22



TAX INVOICE

To,
KLES DR. PRABHAKAR KORE HOSPITAL & MRC
 Nehru Nagar,
 Belgaum

Karnataka-590010
GST TIN : 29AAATK2644N6Z3
 Location :

Invoice No. **SOFT000409**
 Invoice Date **01/11/2017**
 P.O. No. **4100347**
 P.O. Date
 Our GST TIN. **27AAICS0042F1ZO**

No.	Particulars	SAC/HSN	Amount
01	Spine HRMS Suite Additional 1500 Emp License	997331	225,000.00

**KLES PRABHAKAR KORE
 HOSPITAL & MRC.,
 BELGAUM-10.**

22 DEC 2017

Gen. Stores *[Signature]*

ADVANCE PAID

Add : I G S T - 18 % **225,000.00**
40,500.00
Total Bill Value : 265,500.00

Rupees Two Lac Sixtyfive Thousand Five Hundred Only

BANK NAME: HDFC BANK , Goregaon W Br, Mumbai- 400062
 Bank Account no. CA : 03222820000130 NEFT/RTGS NO. : HDFC0000322

PAN No. : AAIC9 0042 F

We hereby certify that Particular given above are true and correct.

For SPINE TECHNOLOGIES (I) PVT.LTD.

TERMS & CONDITIONS :

- 1) Please pay by cross cheque/demand Draft payable at Mumbai in favour of SPINE TECHNOLOGIES (I) PVT.LTD. (100 % Advance against Purchase Order.)
 - 2) This Document is not transferable.
 - 3) LICENCE AGREEMENT VOID IN CASE OF NON PAYMENT OF THIS INVOICE
- Subject to Mumbai Jurisdiction.

[Signature]
 Authorised Signatory
 E. & O.
 KLES Dr. Prabhakar Kore Hospital & MRC, Belgaum.

ATTESTED

[Signature]
 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

Receiver's Signatures with Stamp

Spine Technologies (I) Pvt. Ltd. KLES Dr. Prabhakar Kore Hospital & MRC, Belagavi - 10.
 407-408 4th Floor Ddefinity Plot

call +91 22 42132248
 sales@spinetechologies.com

Chq. No. **706330**

Date **02-01-2018**

Rs. 130247=00

I.S.R. No. 4100265
Instrument / Equipment Ledger No. _____
Furniture & Dead Stock Ledger No. _____
Consumable Articles Ledger No. _____
Other Articles Dead Stock Ledger No. _____
Checked & Found Correct _____
Passed for Payment of Rs. 2,65,500=00

Initial of AK
Store Keeper
Date 22/12/17

Dept. Incharge Initial
Department Computer & peripheral

ADVANCE PAID

Advance paid for Rs. 1,35,253/- vide cheque no. 704687 dt 12/10/17.

Balance Rs. 1,30,247/-

ATTESTED



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

Government of Karnataka

Registration & Stamps Department

Certified that a sum of Rs. 50/- (Rupees Fifty only) has been paid towards Karnataka Stamp duty by Sri/Smt. MEDICAL DIRECTOR AND CHIEF EXECUTIVE KLE'S H MRC

s/d/w/o _____ residing at _____ For STATE BANK OF MYSORE

[Signature]

Br. Name :

BELGAUM BRANCH

Date :

25 NOV 2005

Manager
Authorized Agent to collect stamp duty on behalf of BELGAUM BRANCH

WHEREAS Sofscript has agreed to accept the sum of Rs.14,00,000/- (Rupees Fourteen lakhs only) for development and implementation of integrated modules described in Schedule "B" of this agreement. Purchase and implementation of modules described in schedule "B" will be on the entire satisfaction of the KLESH with the customization and implementation of module described in schedule "A"

WHEREAS the technical terms used in this agreement are defined in clause 2 of this agreement for sake of convenience of both the parties. All technical terms that are not defined in clause 2 will be as per the definitions of the appropriate Authorities / Institutions at International level.

WHEREAS Sofscript made KLESH to believe that it is an expert in the field of developing and implementing Hospital Information & Management System (HIMS) software as described in Schedule "A" & "B", in various hospitals. It is presumed that Sofscript is aware of the issues involved in implementation of such software in various hospitals.

WHEREAS the KLESH is a 1500 bed super specialty hospital dealing with various critical cases day-in and day-out. At the moment the average inpatient occupancy is about 800 patients and it examines about 800 outpatients per day. The various functioning systems at the KLESH are very delicately balanced and any disturbances in its functional systems have a lot of implications and Sofscript being an experienced player in this field understands all these implications very clearly. The KLESH is in need of Hospital Information & Management System (HIMS) software that not only fulfils all its existing functionalities but also further enhances such functionalities, management practices, clinical practices, research activities, reporting mechanisms and other hospital related functionalities.

ATTESTED

[Signature]
Dr. V.A. Kothiwale

WHEREAS Sofscript has communicated to The KLESH that its HIMS software has various advanced features like HL7 (current version), DICOM (current version), integration of modules (as defined by appropriate authorities / institutions at international level and includes both vertical and horizontal integration), ICD coding (10), drug index etc. in the past and guarantees the KLESH of such features and if any such features are not existing at the moment, Sofscript will include them before the end of seven months from the date of signing of this Agreement.

The crux of this agreement is that The KLESH has agreed to buy the Hospital Information & Management System (KLES-HIMS) software that fulfils its above-mentioned requirements in accordance with its expectations, and Sofscript has agreed to provide such software for the agreed amount. Sofscript being an expert in the field, is in a better position to understand the nature and the difficulties that may come in the way of the development and the implementation of the KLES-HIMS software, is in a better position to visualize, foresee and forewarn the KLESH and is responsible to do so, from time to time, about various hurdles that may come or likely to come during the development and implementation process. Sofscript being the expert in the field takes the responsibility to take the KLESH along, all through the development and implementation of the KLES-HIMS software.

2 Definitions

Definitions as used in this Agreement, the following terms shall have the following meanings:

- 2.1 "KLESH-HIMS" means and includes an executable code of sofscript software, which contains all functionalities/features that may be required by the KLESH, as described in this agreement and as described in Schedule 'A' and Schedule 'B'
- 2.2 "Certified Sofscript Installation Team" shall mean any company or group of individuals certified by Sofscript to make installations of the KLES-HIMS software on behalf of Sofscript from time to time.
- 2.3 "Delivery" shall mean the physical transfer and receipt of Sofscript Programs and, if applicable, KLES-HIMS software protection devices as indicated in this agreement receipt of which is duly signed by KLESH.
- 2.4 "Functional Test" shall mean the test to be performed by Sofscript and KLESH to confirm that Sofscript Programs perform in accordance with this agreement.

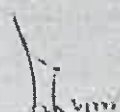
ATTESTED



Dr. V. A. Kothawale

Registrar

KLES Hospital & MRC,
KLE Academy of Higher Education and Research,
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Belagavi-590 010, Karnataka



System Software: The above quotation does not include the cost for system software. The application software will run on Windows NT/2000 platform and will require SQL Server 2000 as the database. KLESH would need to procure these packages/licenses at KLESH's cost. If required, KLESH may procure internet tools, networking utilities, speech recognition software (Dragon Systems), bar coding software, virus protection software etc.

Hardware Costs: The above quotation does not include the cost of hardware. KLESH would need to procure all hardware including servers, PC front ends, laptops, hand helds, routers & other networking equipment, etc. at additional cost. In addition, KLESH would be responsible for cabling costs, ISP costs, etc.

Remote Support: The KLESH will install the agreed infrastructure to enable Sofscript to provide support services to the KLESH by remote access.

Timeliness: The KLESH will ensure that the Users are available for the schedules specified in the training and implementation activities and that the activities required for productive operations are performed diligently on time as per the schedule. Sofscript will not be responsible for delays in cases where the schedule is changed due to non availability / non performance of the Users.

Limited Warranty: Sofscript's proposed price is based upon Sofscript's standard warranty, stated below.

Sofscript warrants that the services it provides under the resulting contract will (1) be performed in a workmanlike manner and with professional diligence and (2) be free from material defects in workmanship and latent errors. In the event that any material defects or latent errors are discovered with respect to such Services, and Sofscript is promptly notified of such defects or errors and Sofscript shall promptly perform such corrections as may be required to remedy such defects or errors at Sofscript cost and expense.

Delayed Payments: All invoices of Sofscript must be paid within three weeks of being presented for the work completed as per the initial project acceptance. After subsequent reminders, the payments due to Sofscript should be released within 60 days.

3.3 Project implementation Fees

The KLESH agrees to pay the project implementation fees of Rs.25,00,000/- (Rupees Twenty five lakhs) as per schedule 'A' and Rs.14,00,000/- (Rupees Fourteen lacs only) as per schedule 'B' as detailed below:

SCHEDULE - A

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3	Development and Implementation HiR Module	II	2 Lakhs
4	Development and implementation Blood Bank Module	I	2 Lakhs
5	Development and implementation Asset Management	II	2 Lakhs

Payment of Implementation fees for Schedule - 'A'

#	Milestone	Percentage of License Fee (Rs. 25,00,000/-)
1	On contract signing as project initiation fee	30 %
2	On submission and subsequent approval of SRS	20%
3	On Installation, Training and Go live of Release - I	15%
4	On Installation, Training and Go live of Release - II	15%
5	Three Months after Go Live	05%
6	One year after Go Live	15%

Payment of Implementation fees for Schedule - 'B'

#	Milestone	Percentage of License Fee (Rs. 14,00,000/-)
1	On contract signing of Schedule-'A' & 'B' together	05%
2	On initiation of URS for Schedule - 'B'	20%
3	On submission and subsequent approval of SRS	25%
4	On Installation, Training and Go live of Release - I	15%
5	On Installation, Training and Go live of Release - II	15%
6	Three Months after Go Live	05%
8	One year after Go Live	15%

Sofscript will present the invoice (s) for the above amount on the due date as per completion of milestone and duly certified by KLESH

3.4 Taxes

The fee indicated above is net payment due to Sofscript including TDS. Applicable service tax, Sales Tax will be levied by Sofscript as per the latest government notifications. The service tax and sales tax are not included in the project fee.

ATTESTED

3.5 KLESH Agreements:

KLESH has every right to access, copy and use the database in whichever manner they deem fit. However, the KLESH shall not alter the original database

KLESH shall not:

- a. Disclose the KLES-HIMS software or Documentation, or any part of the KLES-HIMS software or Documentation, to any other person or entity, it being understood that the KLES-HIMS software and Documentation contains and represents confidential information which is proprietary to Sofscript & KLESH.
- b. Copy or reproduce the KLES-HIMS software except to make copies of the KLES-HIMS software required for its' reasonable archival purposes and for installing in it's branches.
- c. Transfer, rent, lease or otherwise distribute any of the KLES-HIMS software to any other person or entity, on either a permanent or temporary basis except KLES Society's Hospitals and as per the copyright terms of this agreement.

4 Implementation

4.1 Project Plan

Following execution hereof, a representative of the Certified Sofscript Installation Team and KLESH shall promptly meet to finalize the Project Plan. Within thirty (30) days of the date hereof, the project coordinators and managers shall agree on and sign a Project Plan based upon Exhibit D, Project Scope and Services Specification. ("Project Plan"). Such Project Plan shall assign responsibilities to KLESH, Sofscript or the Certified Sofscript Installation Team with resource commitments, and specify time lines and dates to install and activate the KLES-HIMS software. The Project Plan may only be amended by mutual agreement by both parties. Sofscript team and KLESH shall install and activate the KLES-HIMS software as provided in the Project Plan.

KLESH shall supply and install the Hardware, Network Infrastructure and Third-Party KLES-HIMS software as agreed.

Functional Test shall be comprised of multiple testing cycles utilizing test scripts and cases, shall incorporate KLESH's modifications and shall serve to exercise Sofscript Programs to ensure that it functions in accordance with the predefined and mutually agreed specifications.

1. Sofscript agrees to migrate the existing live data of the KLESH before going live to new programs developed by Sofscript, provided that the

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Registrar

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of the Non-conformance has been determined Sofscript shall resolve the same in accordance with the terms of this agreement.

4.3 On site implementation Service Coverage

Sofscript technical service coverage during the implementation phase of this Agreement shall be available during normal business hours. Service issues should be directed to Sofscript Project Manager

4.4 KLES-HIMS software Upgrade

In the event KLESH makes the decision to upgrade to a more current version of the Sofscript's HIMS software prior to the completion of Project Plan, the current Project Scope and Services Specification and Project Plan shall be closed out and new Project Scope and Service Specification and Project Plan, including implementation plan, shall be agreed to including the KLES-HIMS software upgrade as part of the implementation project. Any commercial implication arising as additional effort shall be negotiated by both parties.

5 Maintenance

5.1 Maintenance Fees

Maintenance Fees in exchange for the support to be provided pursuant to this Section during the Maintenance Term, KLESH shall pay to Sofscript an annual Maintenance Fee of 8% of the pro-rated project license fees as per the respective KLES-HIMS software releases for the first year after expiry of warranty period of respective KLES-HIMS software releases and 5% in the subsequent years. The annual Maintenance Fee shall be prorated for any partial calendar year included within the Maintenance Term and shall be paid quarterly as advance for that quarter. The first such payment, for the prospective period of time shall be due after 13 months upon Go-live. Thereafter, the annual Maintenance Fee shall be payable for each calendar year on a quarterly basis as advance for that quarter. Upon any termination of the Maintenance Term, Sofscript shall refund to KLESH pro rata any Maintenance Fee paid with respect to periods following the effective date of such termination.

5.2 Change order Execution.

SOFCRIPT shall execute the paid change orders requested by KLESH only after 12 months of Go live as per the professional fees agreed upon as below :

Professional Fees :-

Sr. No.	Description	Amount
01.	New Transaction processing programs	7,500/-

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02.	New Master & Parameter programs	4,500/-
03.	New Reports	3,000/-
04.	Report modifications	1,000/-

However, any development / modifications / enhancements / customization requested by KLESH within the 12 months after Go Live will be carried out free of cost. Such development/modifications/enhancements/customization will be executed in three batches of 4 months each.

5.3 KLES-HIMS software Maintenance.

1. Sofscript shall furnish KLESH with service packs, enhancements and upgrades for the KLES-HIMS software as and when released by Sofscript (but not including enhancements or upgrades that add additional modules with added functionality which are made available as options and not marketed as standard features of the HIMS software).
2. Sofscript shall furnish KLESH with:
 - i. Interfacing KLES-HIMS software for any new Device purchased by KLESH. Prior to obtaining updated or new Interfacing software, KLESH shall ensure that each Device is equipped with an active RS232 port and / or ensures DICOM compatibility as per Exhibit -A - 2.
 - ii. Sofscript assures that any images that are presented to it in digitalized form, will be embedded in the HIMS database for the utilization

5.4 Support

Sofscript shall provide KLESH with problem solving for KLES-HIMS software programming errors as per annexure I-1 and I-2. KLESH shall be given access to the Sofscript internal web site for technical information, downloads of database queries, Sofscript knowledge base, frequently asked questions and application requests.

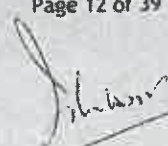
5.5 Accommodation

KLESH will provide lodging & boarding to Sofscript professionals during the on site visits to Belgaum, Karnataka, within the premises or anywhere on campus of the hospital.

5.6 Maintenance Term.

Maintenance Term shall mean a period beginning from thirteen months after Go-live of respective KLES-HIMS software releases and continue till the fifth

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(5th) anniversary of such date (the "Initial Period"). After the Initial Period, and each Renewal Period (as defined below), the Maintenance Term shall be automatically renewed for a period of one year (each a "Renewal Period"), unless terminated as per this clause.

6 Nonconformance

6.1 Nonconformance Post Go-Live.

If KLESH discovers any Nonconformance during the Maintenance Term, KLESH may give notice thereof (a "Notice of Non-Conformance") to Sofscript at any time at Sofscript Office.

Sofscript's Issue /Defect resolution procedures is as follows :

Defects and related issues are classified under the following severity levels:

Level of severity	Description	Non-conformance level
Desirable KLES-HIMS software non-conformance (In case of change orders only. Not applicable to KLES-HIMS software bugs)	Where the defect/issue is reasonably required by the Customer in the course of day to day operations.	Level 3 Non-conformance
Urgent KLES-HIMS software non-conformance	Where the defect / issue is needed to be rectified / attended to on priority basis and which is required in day to day operations.	Level 2 Non-conformance
Critical KLES-HIMS software non-conformance	Where the defect / issue is of a critical nature whereby the Customer is unable to proceed with the operations and which prevents the Customer from carrying on the day to day operations.	Level 1 Non-conformance

Annexure I-1 and I-2 present the resolution procedures for the above severity levels for two conditions:

- Annexure I-1 - for issue/ defect resolution when Sofscript's Consultant is on site at the time of issue/defect notification.

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- i. the failure by Sofscript to comply with or perform any agreement of Sofscript set forth herein;
- ii. any negligence of Sofscript, its agents or employees in connection with the performance of its obligations and/or exercise of its rights hereunder
- iii. any claim made by any third party arising out of a defect in any KLES-HIMS software provided by Sofscript; and/or
- iv. any claim made by any third party to the effect that any KLES-HIMS software when used in its intended manner constitutes a misuse or misappropriation of proprietary information of such third party or infringes any copyright, patent or other proprietary right of such third party. If KLESH shall be permanently enjoined from using the KLES-HIMS software by reason of infringement of any patent, trademark, trade secret or copyright Acts in India, Sofscript shall at its expense:
 - 1. procure for KLESH the right to continue using the KLES-HIMS software;
 - 2. Replace or modify the KLES-HIMS software so that it becomes noninfringing.

9 Term

This Agreement shall remain in force until terminated by KLESH as set forth below:

- (1) KLESH shall reimburse to Sofscript project fees with respect to the KLES-HIMS software support effort carried out till the date of termination of this Agreement by KLESH.

10 Source Code :

Sofscript agrees that if it is not capable of providing support to KLESH as per this agreement, for whatsoever reasons, then Source Code for the project will be handed over to the designated management in charge. This source code will be bound by Sofscript's Source Code Agreement. (See annexure of Source code agreement)

11 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Karnataka, without giving effect to any choice of law or conflict provision or rule that would cause the application of the laws of any jurisdiction other than the State of Karnataka.

12 Arbitration

Any dispute in between the parties to this agreement regarding interpretation, execution of any of the clauses of this agreement shall be referred by either of the parties to an arbitrator consisting of two members and the Arbitration Act in force shall be applicable to the arbitration proceedings. Both the parties have to suggest one arbitrator each.

13 Entire Agreement

This Agreement embodies the entire agreement and understanding between Sofscript and KLESH with respect to the KLES-HIMS software License, Implementation and Maintenance, and supersedes all prior negotiations, proposals, agreements and understandings relating to the KLES-HIMS software License, Implementation and Maintenance. There are no warranties, covenants, promises or agreements on the part of either Sofscript or KLESH to the other with respect to the KLES-HIMS software License, Implementation and Maintenance which are not expressly set forth herein.

14 Modification; Waiver

Any modification or amendment of or with respect to any provision of this Agreement or any document delivered pursuant to this Agreement shall not be effective unless it shall be in writing and signed by Sofscript and KLESH. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver thereof, and no waiver shall be effective unless it shall be in writing and signed by the party against whom it is sought to be enforced. Any waiver with respect to any violation of this Agreement shall not constitute a waiver of any other or subsequent violation.

15 Notice

Notice, requests, demands and other communications shall be deemed to have been duly given to Sofscript or KLESH, as the case may be, when hand delivered including, without limitation, by courier or overnight delivery service, when sent by facsimile (transmission confirmed), or five (5) days after being mailed, certified or registered mail, with postage prepaid addressed to

ATTESTED

Dr. V.A. Kulkarni
RegistrarKLE Academy of Higher Education and Research,
(Deemed-to-be-University under the UGC Act, 1956)
Belagavi-590 010, Karnataka

its address as set forth below. Either Sofscript or KLESH may change its address for notices at any time by notice to the other given in the manner provided in this Section. Notice may be given to Sofscript and KLESH at the following:

The Director / General Manager
Sofscript Systems & Services Ltd.
44 A, Navketan, Industrial Estate,
Mahakali Caves Road, Andheri (East),
Mumbai - 400 093

Medical Director & Chief Executive
Officer
KLESH & Medical Research Centre,
Nehru Nagar
Belgaum

16 Publicity

Each party agrees not to (i) display or not to disseminate any publication, advertisement, press release or other materials that may use or display the trade names or trademarks of the other party or otherwise identify the other party or (ii) disclose the terms of this Agreement, its existence, or the relationship between the parties resulting from this Agreement, without the other party's prior written approval.

IN WITNESS WHEREOF, the undersigned have executed this KLES-HIMS software Agreement as of this thirtieth day of November, 2005.

For KLESH & Medical Research Centre
By: Dr. M.V.Jali, Medical Director & CEO

For Sofscript
By: Ms. Viloo Williams
General Manager

Witness 1.

Witness 2.

(ARUN GORALE)
(J.M. Munawalli)

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 and

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 all Taxes. Customer shall be entitled to deduct from applicable payments to TCS, any tax on TCS' income deductible as source at the rates applicable as per the provisions of Income Tax Act, 1961 and provide TCS with evidence or certificate of payment of such 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 billing period 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 specifications in Schedule 2. Notwithstanding the aforesaid, the Services are provided by TCS free of charge or at a nominal non-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 its state of 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Dr. V.A. Kottavale
Registrar

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(Deemed-to-be-University u/s 3 of the UGC Act, 1956)
Belagavi-590 010, Karnataka

HD.F.C.Bank 170171, Fort Branch
SHRDC 42807
Special
2018
MEMBER

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.

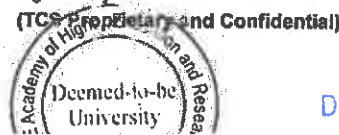
9. Processing Norms

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).



ATTESTED

Dr. V.A. Kothari
Registrar



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

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.

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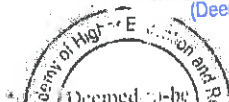
ATTESTED


Dr. V.A. Kothiwale
Registrar



(TCS Proprietary and Confidential)

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



REGISTRAR

U.P. Academy of Higher Education

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.

ATTESTED

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

(TCS Proprietary and Confidential)



REGISTRAR

KLE Academy of Higher Education and Research

SCHEDULE 1
CONTRACT DETAILS

A. The details of the Customer are as follows:

<u>Company Name</u>	<u>Registered office address</u>	<u>Details of Contact person</u>	
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

<u>Contract Term</u>	<u>Effective Date</u>	<u>Service Commencement Date</u>
3 years from Service Commencement Date	15-SEPTEMBER-2018	15-SEPTEMBER-2018

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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/download/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

	STAGES				
	Detailed Process Study	System Config and Implementation Readiness	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:

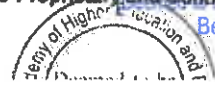
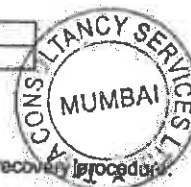
Service availability rate at data center	98% based on quarterly review
Business Hours Support	Mon – Sun between 7:00 – 23:00 hours

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 or any disaster recovery procedure.
- Any activities and/or outages mutually agreed upon by the parties (planned scheduled downtime).


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- 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	ton.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 :

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Registrar

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Belagavi-590 010, Karnataka



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:**

- 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.
- 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.
- 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.
- 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.
- 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.
- 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

ATTESTED

Dr. V.A. Kothiwale

Registrar

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Belagavi-590 010, Karnataka



REGISTRAR

SCHEDULE 3

Licensing Terms for TCS Application System

APPENDIX-I 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 forgoing 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 any 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 notices 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.

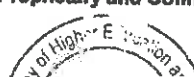
2.5 Breach. Should the TCS Application System be Used beyond the Use rights by Authorized Users as set out in this Section 2, TCS shall notify Customer in writing requiring Customer to cure the breach of Use Terms and if Customer does not cure such breach within 10 days (or such other period that the 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.

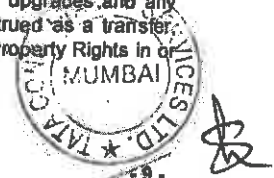
ATTESTED

(TCS Proprietary and Confidential)




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, Kamataka



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>Venugswamy Ramaswamy</u>
Title: _____	Title: <u>Global Head - TCS ION</u>
Date: _____	Date: <u>31/12/2018</u>

ATTESTED



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



(TCS Proprietary and Confidential)





SCHEDULE 4
FEEES FOR SERVICES

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

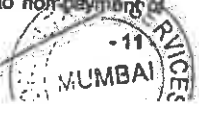
- All the mentioned charges are exclusive of taxes and duties.
- The Customer will make the payment within 30 days from the date of Invoice. TCS prefers electronic mode of payment.
- These prices are applicable for locations in India only and for a single instance in the data center.
- The price quoted 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

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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



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 stationary 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	

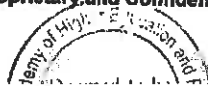
ATTESTED

(Signature)

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

(TCS Proprietary and Confidential)



(Signature)

(Signature)

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

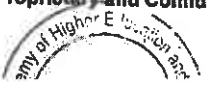
ATTESTED

[Signature]
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



(TCS Proprietary and Confidential)



[Handwritten marks]



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, Seshadri Road,
Gandhinagar,
Bangalore - 560009, Karnataka
India
Cell:- +919008133779

2

15604714322

ATTESTED

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

Experience certainty.

IT Services

Business Solutions

Consulting



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

ATTESTED

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

to work reduced
22/11/18

approval
at

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS/165/19-20	2-Mar-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Registrar KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

Sl No.	Description of Goods and Services	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally.Net Subscriptions Services 1) KLE Society tally slno:712464120 silver 2)KLE Ayurveda Aushadalaya tally sl no:715158072 3)K. L. E. Society's College of Pharmacy tally sl no:732020940 4)SHRI B.M.KARKANWADI AYURVED MAHAVIDYALAYA tally sl no:752020938 5)K.L.E.SOCIETYS AYURVED HOSPITAL tally sl no:752022198 6)K.L.E.SOCIETYS INSTITUTE OF PHYSIOTHERAPY tally sl no:772022196 7)KLE College of Pharmacy tally sl no:782464104	997331	7 nos	7 nos	3,600.00	nos	50 %	12,600.00
2	Tally Software Services Tss Gold The Principal KLE Society's Institute of Dental Sciences, Tally no :781069599 gold	998313	1 nos	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%						9 %	18,000.00
	Output SGST@9%						9 %	1,620.00
	Total		8 nos	8 nos				₹ 21,240.00

Amount Chargeable (in words)

INR Twenty One Thousand Two Hundred Forty Only

E. & O.E

	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
	18,000.00	9%	1,620.00	9%	1,620.00	3,240.00
Total:	18,000.00		1,620.00		1,620.00	3,240.00

Tax Amount (in words) : **INR Three Thousand Two Hundred Forty Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Customer's Seal and Signature

Company's Bank Details

Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

for **MATTE TECHNOLOGIES**

ATTESTED

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
 Tally Expert Partner & Computer Sales & Services
 #House No :31/a
 Malaprabha Nagar Vaddaon Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242378222/8147881179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS\129\19-20	Dated 1-Jan-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
YELLUR BELAGAVI
 State Name : Karnataka, Code : 29

SI No.	Description of Services	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally.Net Subscriptions Services	997331	1 nos	1 nos	3,600.00	nos		3,600.00
	<i>Output CGST@9%</i>					9 %		324.00
	<i>Output SGST@9%</i>					9 %		324.00
Total			1 nos	1 nos				₹ 4,248.00

Amount Chargeable (in words) **INR Four Thousand Two Hundred Forty Eight Only** E. & O.E

Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
3,600.00	9%	324.00	9%	324.00	648.00
Total:		324.00		324.00	648.00

Tax Amount (in words) : **INR Six Hundred Forty Eight Only**

Company's PAN : **BYIPM0748Q**

Declaration
 We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
 Customer's Seal and Signature

Company's Bank Details
 Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB000057**
 for **MATTE TECHNOLOGIES**

ATTESTED

Authorized Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
 Tally Expert Partner & Computer Sales & Services
 #House No :31/A
 Maleprabha Nagar Vadgaon Belagavi
 Office Address 4th Cross Bharat Nagar Vadgaon
 Shahapur Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No. **MTS\16/20-21** Dated **21-May-2020**
 Delivery Note Mode/Terms of Payment

Supplier's Ref. Other Reference(s)

Buyer
The Principal of JNMC
 Belagavi
 State Name : Karnataka, Code : 29

Buyer's Order No. Dated

Despatch Document No. Delivery Note Date

Despatched through Destination

Terms of Delivery

Sl No.	Description of Goods	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally Software Services Tss Gold tally sl no:771050916	998313	1 nos	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@8%					9 %		486.00
	Output SGST@9%					9 %		486.00
Total			1 nos	1 nos				₹ 6,372.00

Amount Chargeable (In words)

INR Six Thousand Three Hundred Seventy Two Only

E. & O.E

	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
	5,400.00	9%	486.00	9%	486.00	972.00
Total:	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
 We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Customer's Seal and Signature

Company's Bank Details

Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
 for **MATTE TECHNOLOGIES**

Authorized Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES - 2018-21
 Tally Expert Partner & Computer Sales & Services
 Bharat Nagar 4th Cross Shahapur Belagavi
 31/a Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Buyer
The Registrar KLE University
 Nehru Nagar Belagavi
 State Name : Karnataka, Code : 29
 Place of Supply : Karnataka

Invoice No. MTS\137/20-21	Dated 4-Nov-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity		Rate	per	Disc. %	Amount
				Shipped	Billed				
1	Tally Software Services Tss Gold Tally 742106124	998313	18 %	1 nos	1 nos	5,400.00	nos		5,400.00
	Output CGST@9%								486.00
	Output SGST@9%								486.00
Total				1 nos	1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
Terms & Conditions :
 1. Once the goods sold cannot be taken back or exchanged.
 2. products carry manufactures warranty as per their terms & conditions.
 3. No warranty for damaged, burnt, track cut items.
 4. Interest @24% PA On overdue payment 5. Min Rs.500/- will be charged on cheque return.

Company's Bank Details
 Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **VADGAON BELAGAVI & CNRB0005299**

Customer's Seal and Signature _____ for **MATTE TECHNOLOGIES - 2018-21**
 _____ **Authorised Signatory**

SUBJECT TO BELAGAVI JURISDICTION
 This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES - 2018-21
 Tally Expert Partner & Computer Sales & Services
 Bharat Nagar 4th Cross Shahepur Belagavi
 31/a Mataprabha Nagar Vadgaon Belagavi
 GSTIN/UIN : 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147561179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS\138/20-21	Dated 4-Nov-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES
 Belagavi
 State Name : Karnataka, Code : 29
 Place of Supply : Karnataka

SI No.	Description of Goods	HSN/SAC	GST Rate	Quantity		Rate	per	Disc. %	Amount
				Shipped	Billed				
1	Tally Software Services Tss Gold	998313	18 %	1 nos	1 nos	5,400.00	nos		5,400.00
	Output CGST@9%								486.00
	Output SGST@9%								486.00
Total				1 nos	1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

- Declaration**
Terms & Conditions :
 1. Once the goods sold cannot be taken back or exchanged.
 2. products carry manufactures warranty as per their terms & conditions.
 3. No warranty for damaged, burnt, track cut items.
 4. Interest @24% PA On overdue payment 5. Min Rs.500/- will be charged on cheque return.

Company's Bank Details
 Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **VADGAON BELAGAVI & CNRB0005299**

Customer's Seal and Signature _____ for **MATTE TECHNOLOGIES - 2018-21**

(Signature)
 Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
 This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
 Tally Expert Partner & Computer Sales & Services
 #House No :31/a
 Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No. **MTS\86/19-20** Dated **31-Oct-2019**
 Delivery Note Mode/Terms of Payment

Supplier's Ref. Other Reference(s)

Buyer
K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES
 Belagavi
 State Name : Karnataka, Code : 29

Buyer's Order No. Dated

Despatch Document No. Delivery Note Date

Despatched through Destination

Terms of Delivery

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:772020936	998313	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%						486.00
	Output SGST@9%						486.00
	Total		1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
 We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Company's Bank Details

Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code: **SHAHAPUR BELAGAVI & CNRB0000557**

Customer's Seal and Signature

for **MATTE TECHNOLOGIES**

ATTESTED

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
 Tally Expert Partner & Computer Sales & Services
 #House No :31/a
 Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242378222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS/86/19-20	Dated 31-Oct-2019
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)

Buyer
K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES
 Belagavi
 State Name : Karnataka, Code : 29

Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:772020936	998313	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%					9 %	486.00
	Output SGST@9%					9 %	486.00
Total			1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value		Central Tax		State Tax		Total Tax Amount
	Value	Rate	Amount	Rate	Amount		
998313	5,400.00	9%	486.00	9%	486.00	972.00	
Total	5,400.00		486.00		486.00	972.00	

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : BYIPM0748Q	Company's Bank Details
Declaration	Bank Name : Canara Bank
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.	A/c No. : 0557201001321
Customer's Seal and Signature	Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB000557
	for MATTE TECHNOLOGIES

SUBJECT TO BELAGAVI JURISDICTION
 This is a Computer Generated Invoice

ATTESTED

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

TAX INVOICE



MATTE TECHNOLOGIES
 Tally Expert Partner & Computer Sales & Services
 #House No :31/a
 Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN : 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS\73\19-20	3-Oct-2019
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Registrar KLE University
 Nehru Nagar Belagavi
 State Name : Karnataka, Code : 29

Sl No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:742106124	998313	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%					9 %	486.00
	Output SGST@9%					9 %	486.00
Total			1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Central Tax		State Tax		Total Tax Amount
	Taxable Value	Rate	Rate	Amount	
998313	5,400.00	9%	9%	486.00	972.00
Total	5,400.00			486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
 We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Company's Bank Details
 Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code: **SHAHAPUR BELAGAVI & CNRB0000557**

Customer's Seal and Signature

for **MATTE TECHNOLOGIES** **TESTED**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS1318-19	6-Apr-2019
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Principal of JNMC
Belagavi
State Name : Karnataka, Code : 29

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally GOLD No:771050916	998313	1 nos	5,400.00	nos		5,400.00
	Output CGST@9%						486.00
	Output SGST@9%						486.00
Total			1 nos				₹ 6,372.00

Amount Chargeable (In words) E. & O.E
INR Six Thousand Three Hundred Seventy Two Only

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

ATTESTED

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	MTS13318-19	Dated	31-Jan-2019
Delivery Note		Mode/Terms of Payment	
Supplier's Ref.	1	Other Reference(s)	
Buyer's Order No.		Dated	
Despatch Document No.		Delivery Note Date	
Despatched through		Destination	
Terms of Delivery			

Buyer
The Registrar KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

SI No.	Description of Goods and Services	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold V.K.Institute of Dental Sciences Bgm Tally SI No:781069599	998313	1 nos	5,500.00	nos		5,500.00
2	Tally.Net Subscriptions Services College of Pharmacy Belagavi 1)Tally SI No:732020940 College of Pharmacy Hubballi 2) Tally SI No:712464120 College of Pharmacy Bengaluru 3)Tally SI No:782464104 Institute of Physiotherapy Belagavi 4)Tally SI No:772022196 Shri B M K Ayurveda Mahedyalaya Bgm 5)Tally SI No:752020938 Ayurveda Hospital Belagavi 6)Tally SI No:752022198 Aushalayalaya Belagavi 7) Tally SI No:715158072	997331	7 nos	1,900.00	nos		13,300.00
3	Repair and Service Charge Tally Renual Service Charge Under NGO	85177090					350.00
							19,150.00
							Output CGST@9% Output SGST@9%
							9 % 9 %
							1,723.50 1,723.50
Total			8 nos				₹ 22,597.00

Amount Chargeable (in words) **INR Twenty Two Thousand Five Hundred Ninety Seven Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,500.00	9%	495.00	9%	495.00	990.00
997331	13,300.00	9%	1,197.00	9%	1,197.00	2,394.00
85177090	350.00	9%	31.50	9%	31.50	63.00
Total	19,150.00		1,723.50		1,723.50	3,447.00

Tax Amount (in words) : **INR Three Thousand Four Hundred Forty Seven Only**

Company's PAN : **BYIPM0748Q**

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

for MATTE TECHNOLOGIES
ATTESTED
Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES

Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147881179
E-Mail : mahira_techsolutions@yahoo.in

Buyer
KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
YELLUR BELAGAVI
State Name : Karnataka, Code : 29

Invoice No. MTS\109\18-19	Dated 20-Dec-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

SI No.	Description of Goods	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally ERP9 Silver TaLLY SNO:796605930 KEY NO:GZKMER6EX	18 %	1 nos	16,525.42	nos		16,525.42
	Output CGST@9%				9 %		1,487.29
	Output SGST@9%				9 %		1,487.29
Total			1 nos				₹ 19,500.00

Amount Chargeable (in words)

INR Nineteen Thousand Five Hundred Only

E & O.E

HSN/SAC	Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
997331	16,525.42	9%	1,487.29	9%	1,487.29	2,974.58
Total	16,525.42		1,487.29		1,487.29	2,974.58

Tax Amount (in words) : **INR Two Thousand Nine Hundred Seventy Four and Fifty Eight paise Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Buyer
Principal Kaheer Institute of Nursing College
Belagavi
State Name : Karnataka, Code : 29

Invoice No. MTS/74/18-19	Dated 4-Oct-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

SI No.	Description of Goods	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally No77202936	18 %	1 nos	5,400.00	nos		5,400.00
	<i>Output CGST@9%</i>						486.00
	<i>Output SGST@9%</i>						486.00
Total			1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
for **MATTE TECHNOLOGIES**

Customer's Seal and Signature

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgeon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS\51\18-19	Dated 28-Aug-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
Principal Kaher Institute of Phyiothraphy
Belgaum
State Name : Karnataka, Code : 29

SI No.	Description of Services	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Repair and Service Charge Tally Software Services and Top File Mapping	85177090	18 %	1 nos	1,500.00	nos		1,500.00
	Output CGST@9%							135.00
	Output SGST@9%							135.00
Total				1 nos				₹ 1,770.00

Amount Chargeable (in words) **INR One Thousand Seven Hundred Seventy Only** E. & O.E

HSN/SAC	Taxable Value		Central Tax		State Tax		Total Tax Amount
	Rate	Amount	Rate	Amount	Rate	Amount	
85177090		1,500.00	9%	135.00	9%	135.00	270.00
Total		1,500.00		135.00		135.00	270.00

Tax Amount (in words) : **INR Two Hundred Seventy Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
for MATTE TECHNOLOGIES

Authorised Signatory
Dr. V.A.Kothiwale
Registrar

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147881179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS\50\18-19	Dated 28-Aug-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Register KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

SI No.	Description of Goods	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:7242106124	998313	18 %	1 nos	5,400.00	nos		5,400.00
	Output CGST@9%							486.00
	Output SGST@9%							486.00
Total				1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E & O/E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
for MATTE TECHNOLOGIES

ATTESTED

SUBJECT TO BELAGAVI JURISDICTION
This Is a Computer Generated Invoice

Authorised Signatory
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

QUOTATIONS

(DUPLICATE FOR SUPPLIER)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242876222/8147881179
E-Mail : mahira_techsolutions@yahoo.in

Buyer
The Register KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

Invoice No. MTS44\18-19	Dated 21-Aug-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

SI No.	Description of Services	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally.Net Subscriptions Services Tally NGO 50% Discount Tally GOLD No:742106124 At Rs 5400 + GST Extra	997331	18 %	1 nos	10,800.00	nos	50 %	5,400.00
2	Repair and Service Charge One Site Visit Installations Charges GST Extra	85177090	18 %	1 nos	850.00	nos		850.00
								6,250.00
								562.50
								562.50
Total								
				2 nos				₹ 7,375.00

Amount Chargeable (in words)
INR Seven Thousand Three Hundred Seventy Five Only E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
997331	5,400.00	9%	486.00	9%	486.00	972.00
85177090	850.00	9%	76.50	9%	76.50	153.00
Total	6,250.00		562.50		562.50	1,125.00

Tax Amount (in words) : **INR One Thousand One Hundred Twenty Five Only**

Company's PAN : **BYIPM0748Q**

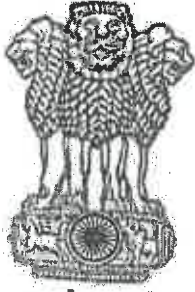
Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

agreements

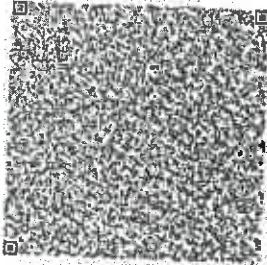


सत्यमेव जयते

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)/ kaksfci08/ 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

ATTESTED

Page 1 of 11

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

Statutory Alert:

1. The authenticity of the

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.

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Dr. V.A. Kothivara Page 2 of 11
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KLE Academy of Higher Education and Research,
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Belagavi-590 010, Karnataka

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/-

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[Signature]
 Dr. V.A. Kot...
 Registrar

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

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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

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.

	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

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Dr. V.A.Kothiwale Page 5 of 11
Registrar

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

S/	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 in above
13	Accommodation for continoo 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 'continoo'.
- 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 **Tenure 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 'continoo' 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 'continoo' that will be deployed for use by KLE University. During the contract

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Dr. V.A. Kothiwale
Registrar

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.

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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, Kamataka

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.

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Dr. V.A. Kothiwale
Registrar

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

ATTESTED



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, Kamataka

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

Name: Prof. (K.S.) V.D. Patil
Designation: Registrar
Signature with Seal:

For and on behalf of e-Sutra M/s e-Sutra
Chronicles Private Limited, Bangalore

Name: Sudhindra Mokaasi
Designation: CEO
Signature with Seal:

Witnesses 1

Name: S. G. PATIL
Address:
Signature

Witnesses 2

Name: Prof. M. S. Ganachari
Address:
Signature

ATTESTED

Dr. V.A. Kothiwale
Registrar
KLE Academy of Higher Education and Research,
(Deemed-to-be-University u/s 3 of UGC Act 1956)
Belagavi-590 010, Karnataka
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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

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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

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

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Dr. V.A. Kothiwale
Registrar

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

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TAX INVOICE

Original

15/03/2019

Reidus Technologies Pvt. Ltd.
 Dwarakavasa Road, 7th Main
 Harath Nagar 1st Stage
 Bangalore - 560091
 Tel: 9900947781
 Email ID: harshal@reidus.in

Invoice No: RTPL/JNMU/LCS/03/203	Dated :
Delivery Note:	Mode of Payment : RTGS
Supplier's Ref :	Other Reference(s) : self
Buyer's Order No : KLEU/Accs/16-17/D-804	Dated : 25th Nov 2016
Dispatch Document No : NA	Dated : NA
Dispatched through:	Destination: Belagavi
Contact Name Contact Number	Dr. A.P Hogade 9480397727

Billed To
 The Registrar, KLE University
 NMC Campus, Nehru Nagar, Belagavi - 590 010
 GSTIN : 29AABTK0881E1ZN

Sl no	Description of Goods	UOM	Qty	Rate / Unit	Amount
1	Impartus Lecture Capture Solutions 3rd Year Service HSN / SAC Code - 9973 The above Soln ⁿ has been provided to Anatomy/Physiology/Pathology/Pharmacology Galb & 250 sitting Capacity (Hospital) Lecture hall & Server at Server room, 2nd floor, J.N.Medical college, Belagavi are working satisfactorily		1	399,168.00	399,168.00

MR BANJEEV M. PATIL
 Network Engineer
 Department of Medical Education
 J. N. Medical College, Belagavi-10.

SGST @ 9%	35,925.12
CGST @ 9%	35,925.12
Total	471,018.24
Round up	0.76
Grand Total	471,019

(In Words) Four Lakhs Seventy One Thousand Nineteen Rupees Only

E.&O.E

Company's GST : 29AAHCR6561P12H
 Company's PAN : AAHCR6561P
 Company's TIN : 29591338142
 Company's TAN : BLRR14299F
 State Code : 29

Terms & Conditions :

- 1 Payment : Immediate
- 2 All the disputes are subjected to the Bangalore Jurisdiction only.
- 3 Cheque 's / DD's / RTGS In favour of " REIDUS TECHNOLOGIES PVT. LTD."
- 4 Bank Details : State Bank of India / Bharath Nagar Branch / Account no. - 956 975 843 24 / IFSC code - SBIN0005198 / Bangalore - 560091

Declaration :

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

ATTESTED

For Reidus Technologies Pvt. Ltd.

Dr. V.A. Kothiwale
 Registrar
 Authorised Signatory.

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



Easylib

Library Automation Services

www.easylibsoft.com

A Unit of Infonics Software Pvt. Ltd.

45, 7th Cross,
P. R. Layout, Murgeshpaia,
Bangalore - 560 017, India.
Ph. : 5086606 / 5200271
E-mail: vasu@infonics.com
Cell: 98440 81710

JN Medical College
Belgaum
Principal

INVOICE/BILL

Easylib Library Automation Services Unit of Infonics Software Pvt. Ltd. 45, 2nd Cross, P.R.Layout Murgeshpaia BANGALORE-560 017 Ph: 080-508-6606, 520-0271	Invoice No. EASYLIB/2001-02/08/01	Dated 7-Sep-02
	Buyer's Order No. MDC/Lib/96	Dated 22-May-02
CUSTOMER: Principal J.N.Medical College Belgaum-590010	Delivery Mode Personal visits	Destination Belgaum

Description of Goods	Quantity	Unit Cost	Amount(Rs.)
Easylib Multi User Software License Software to automate the library operations with functions described in the brochure and quotation.	1	50,000	50,000
4% Tax as per the Karnataka Sales Tax		2,000	2,000
Total Amount in Rs.			52,000
First Installment already paid			20,000
Second Installment to be Paid Rs.			32,000

Amount Chargeable (In Words)
Thirty Two Thousand
Only
Please make the cheque payable to
Infonics Software Pvt. Ltd.

Remarks:
The Software Installed
The Training Provided to the
Library Staff.

KST NO.95322589
CST NO.95372581
IEC CODE : 0798008041

Signature & Date



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

Easylib Software Private Limited

No. 1147/B, 1st Floor, 18th 'B' Main Road,
Behind National Public School, 5th Block, Rajajinagar,
Bangalore - 560010. INDIA



+91-80-2315 3279 | +91 97422-04624 / +91 98440-81710
info@easylibsoft.com | www.easylibsoft.com | easylib.net

Tax Invoice

INVOICE TO
The Registrar
KLE Academy of Higher
Education Research
Nehru Nagar
Belagavi, Karnataka 590010
India
State Code: 29

SHIP TO
Jawaharlal Nehru Medical
College(C0024)
JNMC KLE University Campus,
Nehru Nagar
Belgaum, Karnataka 590010
India
State Code: 29

INVOICE NO. ESPL/1/2019-20/199
DATE 31/01/2020
DUE DATE 31/01/2020
TERMS Due on receipt

PLACE OF SUPPLY
29 - Karnataka

NO	ACTIVITY	UNIT	QTY	RATE	AMOUNT
1	Easylib Web Version License:Easylib 6.2a Web Version Easylib 6.2a Web Version License for JNMC as per Purchase Order KAHER/PO/19-20/D dated 13th January 2020		1	1,50,000.00	1,50,000.00

Kindly issue Cheque/DD in favor of Easylib Software Pvt. Ltd. payable at
Bengaluru

STIN No. : 2SAAACI4648D1ZM

PAN No. : AAACI4648D

Bank :Axis Bank Ltd

Account No:913020054279006

IFSC No:UTIB0000693

Branch: Majestic

Bank : IDFC Bank

Ac/No: 10010830399

IFSC Code:IDFB0080151

Branch: Bangalore Residency Road

SUBTOTAL 1,50,000.00
CGST @ 9% on 150000.00 13,500.00
SGST @ 9% on 150000.00 13,500.00
TOTAL 1,77,000.00
BALANCE DUE

₹1,77,000.00



ATTESTED

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



TurnitIndia Education Pvt. Ltd.
Max Towers, 16th Floor
Spaces Suites #1603-05, 1608, 1610
Sector 16-B, NOIDA - 201301
Uttar Pradesh, India
1-510-764-7600
GSTIN: 09AAGCT1132P1Z1
PAN: AAGCT1132P

Date: Sep 15, 2020
Invoice No.: IND12001126
Purchase Order No.: KAHER/20-21/D-882
Sales Order No.: SO946322
Due Date: Sep 30, 2020
Payment Terms: Net 15
Service Start: Sep 07, 2020
Service End: Sep 06, 2021

TAX INVOICE

Bill To	Billing Contact	Account Manager
GSTIN 29AABTK0881E1ZN KLE Academy of Higher Education and Research JNMC Campus, Nehru Nagar Belagavi, Karnataka 590010 India Our Ref: CN-454701 118239	Kour, Harpreet Assistant Registrar e: publications@kledeemeduniversity.edu.in t: 0831-2444444 f:	Debapriya Mukherjee e: dmukherjee@turnitin.com f: 1-510-764-7612

Product Name	Product Description	Amount
OCPLUS-GROWTH	Turnitin Originality Check: includes Draft submissions, Grammar, and Integration	INR 543,306.92
	Subtotal	INR 543,306.92
	CGST - 0%	INR 0.00
	SGST - 0%	INR 0.00
	IGST - IN 18%	INR 97,795.24
	UTGST - 0%	INR 0.00
	Total	INR 641,102.16

Total Invoice Amount In Words: Six Hundred Forty One Thousand One Hundred Two Point One Six

USD\$: 8,707.22 = INR 641,102.16

Exchange Rate US \$1.00 = INR 73.6288

SAC code 998439

Please refer to the quote and/or proforma invoice for details of quantity and descriptions of services provided.

Invoice is system generated and thus does not need a signature

Make your cheque payable to: TurnitIndia Education Private Limited

Remit Cheque Payment to:	TurnitIndia Education Pvt. Ltd. Max Towers, 16th Floor Spaces Suites #1603-05, 1608, 1610 Sector 16-B, NOIDA - 201301 Uttar Pradesh, India
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ATTESTED

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KLE Academy of Higher Education and Research,
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TurnitIndia Education Pvt. Ltd.
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Service End: Sep 06, 2021

Wire Instructions:

- 1) BENEFICIARY BANK: Citibank N.A.
BENEFICIARY COMPANY: TurnitIndia Education Private Limited
BENEFICIARY COMPANY'S ACCOUNT #: 0714093002
BENEFICIARY BANK BRANCH IFSC CODE: CITI0000002
BENEFICIARY BANK BRANCH MICR CODE: 110037002
BENEFICIARY BANK SWIFT CODE: CITIINBX
- 2) Request that your originating bank reference your invoice number. If you do not have an invoice number, please request that your originating bank reference the name of your institution and your location.
- 3) Email ar@turnitin.com with the confirmation that the transaction has been completed

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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

22



TAX INVOICE

To, KLES DR. PRABHAKAR KORE HOSPITAL & MRC
Nehru Nagar,
Belgaum

Karnataka-590010
GST TIN : 29AAATK2644N6Z3
Location :

Invoice No. SOFT000409
Invoice Date 01/11/2017
P.O. No. 4100347
P.O. Date
Our GST TIN. 27AAICS0042F1Z0

No.	Particulars	SAC/HSN	Amount
01	Spine HRMS Suite Additional 1500 Emp License	997331	225,000.00

KLES PRABHAKAR KORE
HOSPITAL & MRC.,
BELGAUM-10.

22 DEC 2017

Gen. Stores *GP*

ADVANCE PAID

Add : I G S T - 18 %	40,500.00
Total Bill Value :	265,500.00

Rupees Two Lac Sixtyfive Thousand Five Hundred Only

BANK NAME: HDFC BANK , Goregaon W Br, Mumbai- 400062
Bank Account no. CA : 03222020000130 NEFT/RTGS NO. : HDFC0000322

PAN No. : AAICS 0042 F

We hereby certify that Particular given above are true and correct.

For SPINE TECHNOLOGIES (I) PVT.LTD.

TERMS & CONDITIONS :

- 1) Please pay by cross cheque/demand Draft payable at Mumbai in favour of SPINE TECHNOLOGIES (I) PVT.LTD. (100 % Advance against Purchase Order.)
 - 2) This Document is not transferable.
 - 3) LICENCE AGREEMENT VOID IN CASE OF NON PAYMENT OF THIS INVOICE
- Subject to Mumbai Jurisdiction.

Prabhakar Kore
Prabhakar Kore
Authorized Signatory
E. & O. B.
KLES Dr. Prabhakar Kore Hospital & MRC, Belgaum.

Receiver's Signature with Stamp

ATTESTED

Spine Technologies (I) Pvt. Ltd. KLES Dr. Prabhakar Kore Hospital & MRC, Belgaavi - 10.
407-408 4th Floor Ddefinity Plot

call +91 22 42132248
sales@spinetechologies.com

Chq. No. 706330
Date 02-01-2018

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

Rs. 1,30,247.00

I.S.R. No. 4100265
Instrument / Equipment Ledger No. _____
Furniture & Dead Stock Ledger No. _____
Consumable Articles Ledger No. _____
Other Articles Dead Stock Ledger No. _____
Checked & Found Correct _____
Passed for Payment of Rs. 2,65,500.00

Initial of
Store Keeper
Date 22/12/17

Dept. Incharge Initial
Department Computer & peripheral

ADVANCE PAID

Advance paid for Rs. 1,35,253/- vide cheque no. 704687 dt 12/10/17.

Balance Rs. 1,30,247/-

ATTESTED



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

WHEREAS Sofscript has communicated to The KLESH that its HIMS software has various advanced features like HL7 (current version), DICOM (current version), integration of modules (as defined by appropriate authorities / institutions at international level and includes both vertical and horizontal integration), ICD coding (10), drug index etc. in the past and guarantees the KLESH of such features and if any such features are not existing at the moment, Sofscript will include them before the end of seven months from the date of signing of this Agreement.

The crux of this agreement is that The KLESH has agreed to buy the Hospital Information & Management System (KLES-HIMS) software that fulfils its above-mentioned requirements in accordance with its expectations, and Sofscript has agreed to provide such software for the agreed amount. Sofscript being an expert in the field, is in a better position to understand the nature and the difficulties that may come in the way of the development and the implementation of the KLES-HIMS software, is in a better position to visualize, foresee and forewarn the KLESH and is responsible to do so, from time to time, about various hurdles that may come or likely to come during the development and implementation process. Sofscript being the expert in the field takes the responsibility to take the KLESH along, all through the development and implementation of the KLES-HIMS software.

2 Definitions

Definitions as used in this Agreement, the following terms shall have the following meanings:

- 2.1 "KLES-HIMS" means and includes an executable code of sofscript software, which contains all functionalities/features that may be required by the KLESH, as described in this agreement and as described in Schedule 'A' and Schedule 'B'
- 2.2 "Certified Sofscript Installation Team" shall mean any company or group of individuals certified by Sofscript to make installations of the KLES-HIMS software on behalf of Sofscript from time to time.
- 2.3 "Delivery" shall mean the physical transfer and receipt of Sofscript Programs and, if applicable, KLES-HIMS software protection devices as indicated in this agreement receipt of which is duly signed by KLESH.
- 2.4 "Functional Test" shall mean the test to be performed by Sofscript and KLESH to confirm that Sofscript Programs perform in accordance with this agreement.

The customized modules in this project KLES-HIMS are grouped and ordered in terms of release schedules. Each customized modules represents one major application area in the HIMS solution. The lists of modules are:

Customized Module	Release	Customized Module	Release
Patient Registration	I	Facility Scheduling	II
In Patient Billing and Cash Handling	I	Equipment Maintenance	II
Out Patient Billing and Cash Handling	I	Maintenance tracker	II
Admissions, Discharges and Transfers	I	Medical Records (current version as it is)	II
Application Systems Security	I	Medical Records Tracking	II
Laboratory Reports	I	Linen and Laundry	II
Doctor's Accounting	I	Attendance and Payroll	II
Night Audit	I	House Keeping	II
Financial Accounting	I	MIS Reporting release II	II
Accounts Payable & Bill passing	I	CSSD	II
MIS Reporting Release I	I	Vehicle Management	II
Pharmacy & Stores	I	Blood Bank	II
Purchase Orders & Indent	I		
Nurse Station (current version as it is)	I		
Doctors Consulting/Case Paper (current version as it is)	I		

SCHEDULE 'B'

Sofscript will present the invoice (s) for the below mentioned amount on successful development and implementation and Go live of each module and duly certified by party of the KLES!!

#	Particulars	Release	License Fee
1	Development and implementation of Interfacing of Mini PACS	II	1 Lakh
2	Development and implementation EMR, Nursing Module, Clinic Management	I	7 Lakhs

3	Development and implementation HR Module	II	2 Lakhs
4	Development and implementation Blood Bank Module	I	2 Lakhs
5	Development and implementation Asset Management	II	2 Lakhs

Payment of Implementation fees for Schedule - 'A'

#	Milestone	Percentage of License Fee (Rs. 25,00,000/-)
1	On contract signing as project initiation fee	30 %
2	On submission and subsequent approval of SRS	20%
3	On Installation, Training and Go live of Release - I	15%
4	On Installation, Training and Go live of Release - II	15%
5	Three Months after Go Live	05%
6	One year after Go Live	15%

Payment of Implementation fees for Schedule - 'B'

#	Milestone	Percentage of License Fee (Rs. 14,00,000/-)
1	On contract signing of Schedule-'A' & 'B' together	05%
2	On initiation of URS for Schedule - 'B'	20%
3	On submission and subsequent approval of SRS	25%
4	On Installation, Training and Go live of Release - I	15%
5	On Installation, Training and Go live of Release - II	15%
6	Three Months after Go Live	05%
8	One year after Go Live	15%

Sofscript will present the invoice (s) for the above amount on the due date as per completion of milestone and duly certified by KLESH

3.4 Taxes

The fee indicated above is net payment due to Sofscript including TDS. Applicable service tax, Sales Tax will be levied by Sofscript as per the latest government notifications. The service tax and sales tax are not included in the project fee.

3.5 KLESH Agreements:

KLESH has every right to access, copy and use the database in whichever manner they deem fit. However, the KLESH shall not alter the original database

KLESH shall not:

- a. Disclose the KLES-HIMS software or Documentation, or any part of the KLES-HIMS software or Documentation, to any other person or entity, it being understood that the KLES-HIMS software and Documentation contains and represents confidential information which is proprietary to Sofscript & KLESH.
- b. Copy or reproduce the KLES-HIMS software except to make copies of the KLES-HIMS software required for its' reasonable archival purposes and for installing in it's branches.
- c. Transfer, rent, lease or otherwise distribute any of the KLES-HIMS software to any other person or entity, on either a permanent or temporary basis except KLES Society's Hospitals and as per the copyright terms of this agreement.

4 Implementation

4.1 Project Plan

Following execution hereof, a representative of the Certified Sofscript Installation Team and KLESH shall promptly meet to finalize the Project Plan. Within thirty (30) days of the date hereof, the project coordinators and managers shall agree on and sign a Project Plan based upon Exhibit D, Project Scope and Services Specification. ("Project Plan"). Such Project Plan shall assign responsibilities to KLESH, Sofscript or the Certified Sofscript Installation Team with resource commitments, and specify time lines and dates to install and activate the KLES-HIMS software. The Project Plan may only be amended by mutual agreement by both parties. Sofscript team and KLESH shall install and activate the KLES-HIMS software as provided in the Project Plan.

KLESH shall supply and install the Hardware, Network Infrastructure and Third-Party KLES-HIMS software as agreed.

Functional Test shall be comprised of multiple testing cycles utilizing test scripts and cases, shall incorporate KLESH's modifications and shall serve to exercise Sofscript Programs to ensure that it functions in accordance with the predefined and mutually agreed specifications.

1. Sofscript agrees to migrate the existing live data of the KLESH before going live to new programs developed by Sofscript, provided that the

KLESH data structure matches with Sofscript Data Structure. In the event of any technical infeasibility, Sofscript will inform the valid reasons for such technical infeasibilities. KLESH will then make such technical infeasibilities within a mutually agreed reasonable period. Such migrated data should give a minimum logical meaning and should generate the required report for future reference.

2. Interfacing test shall be comprised of multiple testing cycles utilizing test scripts and cases and shall serve to exercise the device driver to ensure that it functions as per the specification included in the Project Scope and Service Specifications.
3. Integrated test shall be comprised of multiple testing cycles utilizing test scripts and cases and shall serve to exercise the KLES-HIMS software to ensure that it functions with the Documentation. Integrated testing shall include testing of Sofscript Programs, as determined by KLESH network utilization, database tuning, device driver and interface functionality
4. Parallel Test shall be used to validate that the data collected automatically by the KLES-HIMS software is accurate and sufficient as determined by the KLESH.
5. Upon completion of the Parallel Test, Sofscript or its installation designees shall support KLESH in Go-Live activities as per the attached Project Scope and Services Specification and Project Plan. From this point forward KLESH shall use Sofscript Programs to produce the hospital information that includes but not limited to clinical information, management information and legal information and so on.
6. Once functional testing has begun, no enhancements or upgrades to the KLES-HIMS software version will be permitted unless agreed by the KLESH in writing.
7. Milestone/work completion certificate should be issued to Sofscript by KLESH as and when Sofscript intimates KLESH about such work completion and KLESH ascertains such work completion.

4.2 Onsite Implementation Response

During the implementation time period prior to Go-Live, Sofscript shall respond to any Non-conformance issues with respect to the KLES-HIMS software within twenty-four (24) hours of KLESH placing a call or email /fax. Once the degree

02.	New Master & Parameter programs	4,500/-
03.	New Reports	3,000/-
04.	Report modifications	1,000/-

However, any development / modifications / enhancements / customization requested by KLESH within the 12 months after Go Live will be carried out free of cost. Such development/modifications/enhancements/customization will be executed in three batches of 4 months each.

5.3 KLES-HIMS software Maintenance.

1. Sofscript shall furnish KLESH with service packs, enhancements and upgrades for the KLES-HIMS software as and when released by Sofscript (but not including enhancements or upgrades that add additional modules with added functionality which are made available as options and not marketed as standard features of the HIMS software).
2. Sofscript shall furnish KLESH with:
 - i. Interfacing KLES-HIMS software for any new Device purchased by KLESH. Prior to obtaining updated or new Interfacing software, KLESH shall ensure that each Device is equipped with an active RS232 port and / or ensures DICOM compatibility as per Exhibit -A - 2.
 - ii. Sofscript assures that any images that are presented to it in digitalized form, will be embedded in the HIMS database for the utilization

5.4 Support

Sofscript shall provide KLESH with problem solving for KLES-HIMS software programming errors as per annexure I-1 and I-2. KLESH shall be given access to the Sofscript internal web site for technical information, downloads of database queries, Sofscript knowledge base, frequently asked questions and application requests.

5.5 Accommodation

KLESH will provide lodging & boarding to Sofscript professionals during the on site visits to Belgaum, Karnataka, within the premises or anywhere on campus of the hospital.

5.6 Maintenance Term.

Maintenance Term shall mean a period beginning from thirteen months after Go-live of respective KLES-HIMS software releases and continue till the fifth

Dr. V.A. Kulkarni
Registrar

- Annexure I-2 - for issue/defect resolution when Sofscript's Consultant is not on site at the time of issue/defect notification

6.2 Authorization

KLESH shall have twenty (20) working days, upon receipt of Sofscript Quotation, to authorize Sofscript to perform the services provided in Sofscript Quotation to the Modification/Change Request.

7 Delivery of Sofscript Programs

Upon contract signing Sofscript will arrange for delivery of Sofscript Programs and, if applicable, software protection devices (collectively the "deliverables") to KLESH. Within ten business days from receipt of the deliverables, KLESH will sign Sofscript Programs Delivery Form, Exhibit C herein, to indicate that KLESH has received and reviewed the deliverables to this Agreement. KLESH shall inform Sofscript within the ten business days of any inconsistency with respect to the deliverables. Acceptance of the KLES-HIMS software shall be subject to signing of Sofscript Programs Delivery Form by KLESH

8 Warranties and Indemnification

1. Each of Sofscript and KLESH hereby represents and warrants to the other
 - i. that it has all necessary corporate power and authority to enter into this Agreement
 - ii. that its execution and delivery thereof has been duly authorized by its Board of Directors and no further or other corporate action is required on its part in connection therewith
 - iii. that it has duly executed and delivered this Agreement; and
 - iv. that this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other laws limiting the rights of creditors generally and general principles of equity.

2. Sofscript shall indemnify KLESH or its stakeholders, directors, officers, employees, agents, successors and/or assigns harmless from and against any and all losses, liabilities, damages, claims, costs, expenses and/or assessments, including attorneys' and other professional fees and costs as well as fines, penalties and/or interest (collectively, "Losses") suffered or incurred by any of them due to any defects in KLES-HIMS. The following are some examples (not exhaustive list) which may result in such losses as a result of :

Dr. V. A. ...
 R...

- i. the failure by Sofscript to comply with or perform any agreement of Sofscript set forth herein;
- ii. any negligence of Sofscript, its agents or employees in connection with the performance of its obligations and/or exercise of its rights hereunder
- iii. any claim made by any third party arising out of a defect in any KLES-HIMS software provided by Sofscript; and/or
- iv. any claim made by any third party to the effect that any KLES-HIMS software when used in its intended manner constitutes a misuse or misappropriation of proprietary information of such third party or infringes any copyright, patent or other proprietary right of such third party. If KLESH shall be permanently enjoined from using the KLES-HIMS software by reason of infringement of any patent, trademark, trade secret or copyright Acts in India, Sofscript shall at its expense:
 - 1. procure for KLESH the right to continue using the KLES-HIMS software;
 - 2. Replace or modify the KLES-HIMS software so that it becomes noninfringing.

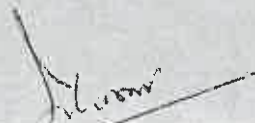
9 Term

This Agreement shall remain in force until terminated by KLESH as set forth below:

- (1) KLESH shall reimburse to Sofscript project fees with respect to the KLES-HIMS software support effort carried out till the date of termination of this Agreement by KLESH.

10 Source Code :

Sofscript agrees that if it is not capable of providing support to KLESH as per this agreement, for whatsoever reasons, then Source Code for the project will be handed over to the designated management in charge. This source code will be bound by Sofscript's Source Code Agreement. (See annexure of Source code agreement)



its address as set forth below. Either Sofscript or KLESH may change its address for notices at any time by notice to the other given in the manner provided in this Section. Notice may be given to Sofscript and KLESH at the following:

The Director / General Manager
Sofscript Systems & Services Ltd.
44 A, Navketan, Industrial Estate,
Mahakali Caves Road, Andheri (East),
Mumbai - 400 093

Medical Director & Chief Executive
Officer
KLESH & Medical Research Centre,
Nehru Nagar
Belgaum

16 Publicity

Each party agrees not to (i) display or not to disseminate any publication, advertisement, press release or other materials that may use or display the trade names or trademarks of the other party or otherwise identify the other party or (ii) disclose the terms of this Agreement, its existence, or the relationship between the parties resulting from this Agreement, without the other party's prior written approval.

IN WITNESS WHEREOF, the undersigned have executed this KLES-HIMS software Agreement as of this thirtieth day of November, 2005.

For KLESH & Medical Research Centre
By: Dr. M.V.Jali, Medical Director & CEO

For Sofscript
By: Ms. Viloo Williams
General Manager

Witness 1.

Witness 2.

(ARUN GORALE)
(J.M. Munaulli)
Dr. V.A. Kothiwale
Registrar

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 licensor.

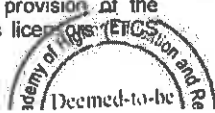
Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and the Customer shall not be entitled to claim 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 Sales 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 such 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 specifications in Schedule 2. Notwithstanding the aforesaid, any services are provided by TCS free of charge or at a nominal 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 REPRESENTATIONS, 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



HDFC Bank 170171, Fort Branch
Special
श्री 42807
2019
MEMBER

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 wilful 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.

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Registrar - Education



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(Deemed-to-be-University u/s 3 of the UoC Act, 1956)
Belagavi-590 010, Karnataka

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=NyGNnLHkaAc=> 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.

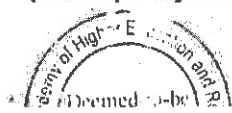
<p>KLE University ("Customer")</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date:- _____</p>	<p>Tata Consultancy Services Ltd. ("TCS")</p> <p>By: </p> <p>Name: <u>Venguswamy Ramaswamy</u></p> <p>Title: <u>Global Head - TCS ION</u></p> <p>Date:- <u>31/12/2018</u></p>
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REGIS. 
A. Kothiwale
Registrar
KLE Academy of Higher Education and Research

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

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.

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Belagavi-590 010, Kamataka

SCHEDULE 1
CONTRACT DETAILS

A. The details of the Customer are as follows:

<u>Company Name</u>	<u>Registered office address</u>	<u>Details of Contact person</u>	
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

<u>Contract Term</u>	<u>Effective Date</u>	<u>Service Commencement Date</u>
3 years from Service Commencement Date	15-SEPTEMBER-2018	15-SEPTEMBER-2018



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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).

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Dr. V.K. Kothiwate
 Registrar

- 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:

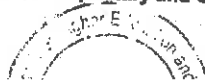
Name Dr. Ganachari M.S.
Email dyregistrar@kleuniversity.edu.in
Contact # 944 863 4457 / 61358268

Customer Single Point of Contact:

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

VI. Target Environment:

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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:

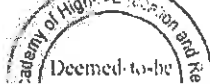
- Desktop System with 1 nos. of Intel processor – Dual Core/Core 2 Duo
- Windows XP Professional / Windows 2003 / Windows 7 Professional (32-bit version) Operating System
- Minimum 1 GB RAM
- At least 80 GB SATA disk
- 17-inch monitor
- Standard keyboard and mouse.
- MS Office in the desktops of for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

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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 forgoing 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 any 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.

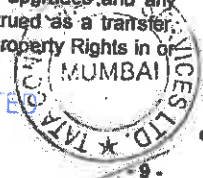
3. OWNERSHIP AND PROPRIETARY RIGHTS

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)



ATTESTED

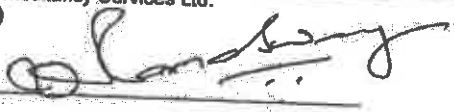


[Signature]
A.K. Kothiwale
Registrar

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

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>Venugswamy Ramaswamy</u>
Title: _____	Title: <u>Global Head - TCS ION</u>
Date: _____	Date: <u>31/12/2018</u>

(TCS Proprietary and Confidential)



ATTESTED


V. 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

SCHEDULE 4
FEEES 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

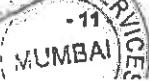
(TCS Proprietary and Confidential)



Dr. V. K. Kulkarni

Registrar

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



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 stationary 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)



ATTEST



Dr. V. V. Bhatwale
Registrar

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

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)



ATTES TED

[Signature]
Dr. V.A. [Signature]
Registrar



[Signature]

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



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,
JMMC 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

2

15604714322

ATTESTED

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

Experience certainty.

IT Services
Business Solutions
Consulting

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

ATTESTED REGISTRAR

Dr. V.A. Kothiwale
Registrar

Handwritten notes:
22/11/18
reduced

Handwritten signature: approved

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Maleprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242378222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS165/19-20	Dated 2-Mar-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Registrar KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

Sl No.	Description of Goods and Services	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally.Net Subscriptions Services 1) KLE Society tally slno:712464120 silver 2)KLE Ayurveda Aushadhalaya tally sl no:715158072 3)K. L. E. Society's College of Pharmacy tally sl no:732020940 4)SHRI BALKRISHNAHADI AYURVED MAHAVIDYALAYA tally sl no:752020938 5)K.L.E.SOCIETYS AYURVED HOSPITAL tally sl no:752022198 6)K.L.E.SOCIETYS INSTITUTE OF PHYSIOTHERAPY tally sl no:772022196 7)KLE College of Pharmacy tally sl no:782464104	997331	7 nos	7 nos	3,600.00	nos	50 %	12,600.00
2	Tally Software Services Tas Gold The Principal KLE Society's Institute of Dental Sciences, Tally no :781069599 gold	998313	1 nos	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%						9 %	18,000.00
	Output SGST@9%						9 %	1,620.00
	Total		8 nos	8 nos				₹ 21,240.00

Amount Chargeable (in words) **INR Twenty One Thousand Two Hundred Forty Only** E. & O.E

Taxable Value	Central Tax		State Tax		Total Tax Amount
	Rate	Amount	Rate	Amount	
18,000.00	9%	1,620.00	9%	1,620.00	3,240.00
Total: 18,000.00		1,620.00		1,620.00	3,240.00

Tax Amount (in words) : **INR Three Thousand Two Hundred Forty Only**

Company's PAN : **BYIPM0748Q**
 Declaration : We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
 Customer's Seal and Signature : _____
 Company's Bank Details : Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
 for **MATTE TECHNOLOGIES**
ATTESTED
 Authorised Signatory _____

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242378222/8147881178
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS\129\19-20	1-Jan-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
YELLUR BELAGAVI
State Name : Karnataka, Code : 29

SI No.	Description of Services	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally.Net Subscriptions Services	997331	1 nos	1 nos	3,600.00	nos		3,600.00
	Output CGST@9%					9 %		324.00
	Output SGST@9%					9 %		324.00
Total			1 nos	1 nos				₹ 4,248.00

Amount Chargeable (In words)

INR Four Thousand Two Hundred Forty Eight Only

E. & O.E

Taxable Value	Central Tax		State Tax		Total Tax Amount
	Rate	Amount	Rate	Amount	
3,600.00	9%	324.00	9%	324.00	648.00
Total:		324.00		324.00	648.00

Tax Amount (In words) : **INR Six Hundred Forty Eight Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

for MATTE TECHNOLOGIES

ATTESTED
Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A Kothwale
Registrar

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

TAX INVOICE



MATTE TECHNOLOGIES
 Tally Expert Partner & Computer Sales & Services
 #House No :S1/a
 Maleprabha Nagar Vadgaon Belagavi
 Office Address 4th Cross Bharat Nagar Vadgaon
 Shahapur Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242276222/8147881179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No. **MTS\16/20-21**
 Dated **21-May-2020**
 Delivery Note
 Mode/Terms of Payment

Supplier's Ref.
 Other Reference(s)

Buyer
The Principal of JNMC
 Belagavi
 State Name : Karnataka, Code : 29

Buyer's Order No.
 Dated

Despatch Document No.
 Delivery Note Date

Despatched through
 Destination

Terms of Delivery

Sl No.	Description of Goods	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally Software Services Tss Gold tally sl no:771050916	998313	1 nos	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%						9 %	486.00
	Output SGST@9%						9 %	486.00
Total			1 nos	1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

Taxable Value	Central Tax		State Tax		Total Tax Amount
	Rate	Amount	Rate	Amount	
5,400.00	9%	486.00	9%	486.00	972.00
Total:		5,400.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**
 Declaration : We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
 Customer's Seal and Signature
 Company's Bank Details
 Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
 for **MATTE TECHNOLOGIES**

ATTESTED

 Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
 This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES - 2018-21
 Tally Expert Partner & Computer Sales & Services
 Bharat Nagar 4th Cross Shahapur Belagavi
 31/a Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS137/20-21	Dated 4-Nov-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Registrar KLE University
 Nehru Nagar Belagavi
 State Name : Karnataka, Code : 29
 Place of Supply : Karnataka

Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity		Rate	per	Disc. %	Amount
				Shipped	Billed				
1	Tally Software Services Tss Gold Tally 742106124	998313	18 %	1 nos	1 nos	5,400.00	nos		5,400.00
	Output CGST@9%								486.00
	Output SGST@9%								486.00
Total				1 nos	1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

- Declaration**
Terms & Conditions :
 1. Once the goods sold cannot be taken back or exchanged.
 2. products carry manufactures warranty as per their terms & conditions.
 3. No warranty for damaged, burnt, track cut items.
 4. Interest @24% PA On overdue payment 5. Min Rs.500/- will be charged on cheque return.

Company's Bank Details
 Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **VADGAON BELAGAVI & CNRB0005299**

Customer's Seal and Signature

for MATTE TECHNOLOGIES - 2018-21

Authorized Signatory

SUBJECT TO BELAGAVI JURISDICTION
 This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES - 2018-21
 Tally Expert Partner & Computer Sales & Services
 Bharat Nagar 4th Cross Shahapur Belagavi
 31/a Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Buyer
K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES
 Belagavi
 State Name : Karnataka, Code : 29
 Place of Supply : Karnataka

Invoice No. MTS\138/20-21	Dated 4-Nov-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

SI No.	Description of Goods	HSN/SAC	GST Rate	Quantity		Rate	per	Disc. %	Amount
				Shipped	Billed				
1	Tally Software Services Tss Gold	998313	18 %	1 nos	1 nos	5,400.00	nos		5,400.00
	<i>Output CGST@9%</i>								486.00
	<i>Output SGST@9%</i>								486.00
Total				1 nos	1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
Terms & Conditions :
 1. Once the goods sold cannot be taken back or exchanged.
 2. products carry manufactures warranty as per their terms & conditions.
 3. No warranty for damaged, burnt, track cut items.
 4. Interest @24% PA On overdue payment 5. Min Rs.500/- will be charged on cheque return.

Company's Bank Details
 Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **VADGAON BELAGAVI & CNRB0005299**

Customer's Seal and Signature

for **MATTE TECHNOLOGIES - 2018-21**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
 This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated	MTS/86/19-20	31-Oct-2019
Delivery Note	Mode/Terms of Payment		
Supplier's Ref.	Other Reference(s)		
Buyer's Order No.	Dated		
Despatch Document No.	Delivery Note Date		
Despatched through	Destination		
Terms of Delivery			

Buyer
K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES
Belagavi
State Name : Karnataka, Code : 29

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold <i>Tally SI No:772020936</i>	998313	1 nos	10,800.00	nos	50 %	5,400.00
	<i>Output CGST@9%</i>						486.00
	<i>Output SGST@9%</i>						486.00
Total							₹ 6,372.00

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Company's Bank Details

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code: **SHAHAPUR BELAGAVI & CNRB0000557**

Customer's Seal and Signature

for **MATTE TECHNOLOGIES**

ATLES
Authorized Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
 Tally Expert Partner & Computer Sales & Services
 #House No :31/a
 Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS/86/19-20	31-Oct-2019
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES
 Belagavi
 State Name : Karnataka, Code : 29

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:772020936	998313	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%				9 %		486.00
	Output SGST@9%				9 %		486.00
Total			1 nos				₹ 6,372.00

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
 We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Company's Bank Details
 Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code: **SHAHAPUR BELAGAVI & CNRB0000557**

Customer's Seal and Signature

for **MATTE TECHNOLOGIES**

ATTESTED

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A.Kothrwale
 Registrar

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS\73/19-20	3-Oct-2019
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Registrar KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

Sl No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:742106124	998313	1 nos	10,800.00	nos	50 %	5,400.00
	<i>Output CGST@9%</i>					9 %	486.00
	<i>Output SGST@9%</i>					9 %	486.00
Total			1 nos				₹ 6,372.00

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
	998313	5,400.00	9%	486.00	9%	486.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (In words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Company's Bank Details

Bank Name : **Canara Bank**
A/c No. : **0557201001321**

Branch & IFS Code: **SHAHAPUR BELAGAVI & CNRB0000557**

Customer's Seal and Signature

for **MATTE TECHNOLOGIES**

Authorized Signatory


SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A. Kothiwate
Registrar

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

TAX INVOICE

	MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales & Services #House No :31/a Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPM0748Q1ZL State Name : Karnataka, Code : 29 E-Mail : mahira_techsolutions@yahoo.in	Invoice No. MTS\3118-19	Dated 6-Apr-2019				
		Delivery Note	Mode/Terms of Payment				
		Supplier's Ref.	Other Reference(s)				
Buyer The Principal of JNMC Belagavi State Name : Karnataka, Code : 29	Buyer's Order No.	Dated					
	Despatch Document No.	Delivery Note Date					
	Despatched through	Destination					
	Terms of Delivery						
SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold <i>Tally GOLD No:771050916</i>	998313	1 nos	5,400.00	nos		5,400.00
	<i>Output CGST@9%</i>						486.00
	<i>Output SGST@9%</i>						486.00
	Total		1 nos				₹ 6,372.00
Amount Chargeable (in words)							E. & O.E
INR Six Thousand Three Hundred Seventy Two Only							
HSN/SAC		Taxable Value	Central Tax		State Tax		Total
			Rate	Amount	Rate	Amount	Tax Amount
998313		5,400.00	9%	486.00	9%	486.00	972.00
Total		5,400.00		486.00		486.00	972.00
Tax Amount (in words) : INR Nine Hundred Seventy Two Only							
Company's PAN : BYIPM0748Q		Declaration We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.					
						for MATTE TECHNOLOGIES Authorised Signatory	

SUBJECT TO BELAGAVI JURISDICTION


This is a Computer Generated Invoice

ATTESTED


 Dr. V A Koth
 Registrar

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

TAX INVOICE

 MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales & Services #House No :31/a Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPM0748Q1ZL State Name : Karnataka, Code : 29 E-Mail : mahira_techsolutions@yahoo.in	Invoice No.	Dated
	MTS133118-19	31-Jan-2019
Buyer The Registrar KLE University Nehru Nagar Belagavi State Name : Karnataka, Code : 29	Delivery Note	Mode/Terms of Payment
	Supplier's Ref.	Other Reference(s)
	1	
	Buyer's Order No.	Dated
	Despatch Document No.	Delivery Note Date
	Despatched through	Destination
	Terms of Delivery	

SI No.	Description of Goods and Services	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold V.K.Institute of Dental Sciences Bgm Tally SI No:781069599	998313	1 nos	5,500.00	nos		5,500.00
2	Tally.Net Subscriptions Services College of Pharmacy Belagavi 1)Tally SI No:732020940 College of Pharmacy Hubballi 2) Tally SI No:712464120 College of Pharmacy Bengaluru 3)Tally SI No:782464104 Institute of Physiotherapy Belagavi 4)Tally SI No:772022196 Shri B M K Ayurveda Mahadyalaya Bgm 5)Tally SI No:752020938 Ayurveda Hospital Belagavi 6)Tally SI No:752022198 Aushalayalaya Belagavi 7) Tally SI No:715158072	997331	7 nos	1,900.00	nos		13,300.00
3	Repair and Service Charge Tally Renewal Service Charge Under NGO	85177090					350.00
							19,150.00
					9 %		1,723.50
					9 %		1,723.50
Total			8 nos				₹ 22,597.00

Amount Chargeable (in words)

INR Twenty Two Thousand Five Hundred Ninety Seven Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,500.00	9%	495.00	9%	495.00	990.00
997331	13,300.00	9%	1,197.00	9%	1,197.00	2,394.00
85177090	350.00	9%	31.50	9%	31.50	63.00
Total	19,150.00		1,723.50		1,723.50	3,447.00

Tax Amount (in words) : **INR Three Thousand Four Hundred Forty Seven Only**

Company's Bank Details

Bank Name : Canara Bank
 A/c No. : 0557201001321
 Branch & IFS Code : SHAHAPUR BELAGAVI & CNRB0000567
 for MATTE TECHNOLOGIES

Company's PAN : **BYIPM0748Q**

Declaration

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Authorized Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS\109\18-19	Dated 20-Dec-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
YELLUR BELAGAVI
State Name : Karnataka, Code : 29

Sl No.	Description of Goods	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally ERP9 Silver TALLY SNO:796605930 KEY NO:GZKMER6EX	18 %	1 nos	16,525.42	nos		16,525.42
	Output CGST@9%					9 %	1,487.29
	Output SGST@9%					9 %	1,487.29
Total			1 nos				₹ 19,500.00

Amount Chargeable (in words) **INR Nineteen Thousand Five Hundred Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
997331	16,525.42	9%	1,487.29	9%	1,487.29	2,974.58
Total	16,525.42		1,487.29		1,487.29	2,974.58

Tax Amount (in words) : **INR Two Thousand Nine Hundred Seventy Four and Fifty Eight paise Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
for **MATTE TECHNOLOGIES**

ATTESTED
Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS7418-19	Dated 4-Oct-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
Principal Kaher Institute of Nursing College
Belagavi
State Name : Karnataka, Code : 29

Sl No.	Description of Goods	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally No77202936	18 %	1 nos	5,400.00	nos		5,400.00
	Output CGST@9%						486.00
	Output SGST@9%						486.00
Total			1 nos				₹ 6,372.00

Amount Chargeable (In words)

INR Six Thousand Three Hundred Seventy Two Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (In words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Customer's Seal and Signature

Company's Bank Details

Bank Name : **Canara Bank**
A/c No. : **0567201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A. Kothrwal
Registrar

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS/51/18-19	28-Aug-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
Principal Kaher Institute of Phylothrphy
Belgaum
State Name : Karnataka, Code : 29

SI No.	Description of Services	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Repair and Service Charge Tally Software Services and Top File Mapping	85177090	18 %	1 nos	1,500.00	nos		1,500.00
	Output CGST@9%							135.00
	Output SGST@9%							135.00
Total								1 nos
Amount Chargeable (In words)								₹ 1,770.00

INR One Thousand Seven Hundred Seventy Only E. & O.E

HSN/SAC	Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
85177090	1,500.00	9%	135.00	9%	135.00	270.00
Total	1,500.00		135.00		135.00	270.00

Tax Amount (in words) : **INR Two Hundred Seventy Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
for **MATTE TECHNOLOGIES**

ATTESTED
Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147661179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS/50/18-19	Dated 28-Aug-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Register KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

SI No.	Description of Goods	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:7242106124	998313	18 %	1 nos	5,400.00	nos		5,400.00
	<i>Output CGST@9%</i>							486.00
	<i>Output SGST@9%</i>							486.00
Total								1 nos
Amount Chargeable (in words)								₹ 6,372.00

INR Six Thousand Three Hundred Seventy Two Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000567**
for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

QUOTATIONS

(DUPLICATE FOR SUPPLIER)



MATE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147881179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS/44/18-19	Dated 21-Aug-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Registrar KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

SI No.	Description of Services	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally.Net Subscriptions Services Tally NGO 50% Discount Tally GOLD No:742108124 At Rs 5400 + GST Extra	997331	18 %	1 nos	10,800.00	nos	50 %	5,400.00
2	Repair and Service Charge One Site Visit Installations Charges GST Extra	85177090	18 %	1 nos	850.00	nos		850.00
								6,250.00
								9 %
								562.50
								9 %
								562.50
Total								
				2 nos				

Output CGST@9%
Output SGST@9%

Amount Chargeable (in words) **INR Seven Thousand Three Hundred Seventy Five Only** **₹ 7,375.00**
E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
997331	5,400.00	9%	486.00	9%	486.00	972.00
85177090	850.00	9%	76.50	9%	76.50	153.00
Total	6,250.00		562.50		562.50	1,125.00

Tax Amount (in words) : **INR One Thousand One Hundred Twenty Five Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

[Signature]
Dr. V. A. Kothwani
Registrar
KLE Academy of Higher Education and Research,
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)
Belagavi-590 010, Karnataka

Continued

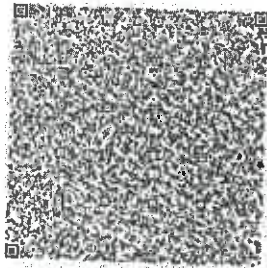


सत्यमेव जयते

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

ATTESTED

Dr. V.A. Kothiwale
Registrar

Page 1 of 11

Statutory Alert:

1. The authenticity of the

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

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.

ATTESTED


Dr. VA Kulkarni
Registrar

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

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/-

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Dr. V.A. Kotthiwat
Registrar

KLE Academy of Higher Education and Research,
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Belagavi-590 010, Kamalaka

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

A. 13/12/20

Dr. V.A. Ganachari
Registrar

KLE Academy of Higher Education and Research,
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Belagavi-590 010, Karnataka

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.

	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

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Dr. V.A. Kallur
Registrar

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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 in above
13	Accommodation for continuo 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.

- 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 'continuo'.
- The above price is exclusive of all taxes.
- Invoices will be raised in advance every quarter.
- KLE University shall pay the invoiced dues within 7 days of receipt of the invoice.

9 **Tenure 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

- 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 'continuo' software platform.
- In the event of termination e-Sutra shall agree to extend proper handholding to the new service provider identified by KLE University
- 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 'continuo' that will be deployed for use by KLE University. During the contract

ATTESTED



Dr. V.A. Kothwale
Registrar

KLE Academy of Higher Education and Research,
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Belagavi-590 010, Karnataka

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 7 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.

ATTESTED



Dr. V. K. Narayana
Registrar

KLE Academy of Higher Education and Research,
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Belagavi-590 010, Karnataka

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.

ATTESTED


Dr. V. A. Subramanyam
Registrar

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

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

Name: Prof. (R.) V.D. Patil

Designation: Registrar

Signature with Seal:

For and on behalf of e-Sutra M/s e-Sutra
Chronicles Private Limited, Bangalore

Name: Sindhira Mokhasi

Designation: CEO

Signature with Seal:

Witnesses 1

Name: S. G. PATIL

Address:

Signature

Witnesses 2

Name: Prof. M. S. Ganachari

Address:

Signature

ATTESTED

Dr. V. Anand
Registrar

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

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

ATTESTED

Dr. V. A. K. H. S.
Registrar

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

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

Attested



Dr. V.A. Kotur

Registrar

Page 11 of 11

TAX INVOICE

Original

Reidus Technologies Pvt. Ltd.
Dwarakavasa Road, 7th Main
Bharath Nagar 1st Stage
Bangalore - 560091
Mbl : 9900947781
Mail ID: harshal@reidus.in

Invoice No:
RTPL/JNMU/LCS/03/203

Dated : 15/03/2019

Delivery Note:

Mode of Payment : RTGS

Supplier's Ref :

Other Reference(s) self

Buyer's Order No : KLEU/Accs/16-17/D-804

Dated : 25th Nov 2016

Dispatch Document No : NA

Dated : NA

Dispatched through:

Destination: Belagavi

Contact Name
Contact Number

Dr. A.P Hogade
9480397727

Sl no	Description of Goods	UOM	Qty	Rate / Unit	Amount
1	Impartus Lecture Capture Solutions 3rd Year Service HSN / SAC Code - 9973 The above Soln has been provided to Anatomy/Physiology/Pathology/Pharmacology Galb U 250 sitting Capacity, (Hospital) Lecture hall & Server at Server room, 2nd floor, J.N.Medical college, Belagavi are working satisfactorily		1	399,168.00	399,168.00

M. SANJEEV A. PATIL
Network Engineer
Department of Medical Education
J. N. Medical College, Belagavi-10.

SGST @ 9%	35,925.12
CGST @ 9%	35,925.12
Total	471,018.24
Round up	0.76
Grand Total	471,019

E.&O.E

(In Words) Four Lakhs Seventy One Thousand Nineteen Rupees Only

Company's GST : 29AAHCR6561P1ZH
Company's PAN : AAHCR6561P
Company's TIN : 29591338142
Company's TAN : BLRR14299F
State Code : 29

Terms & Conditions :

- 1 Payment : Immediate
- 2 All the disputes are subjected to the Bangalore Jurisdiction only.
- 3 Cheque 's / DD's / RTGS In favour of " REIDUS TECHNOLOGIES PVT. LTD."
- 4 Bank Details : State Bank of India / Bharath Nagar Branch / Account no. - 956 975 843 24 / IFSC code - SBIN0005198 / Bangalore - 560091

Declaration :

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Dr. V.A. Kothari
Registrar

For Reidus Technologies Pvt. Ltd.

Authorised Signatory.

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



Easylib

Library Automation Services

www.easylibsoft.com
A Unit of Infonics Software Pvt. Ltd.

45, 7th Cross,
P. R. Layout, Murgeshpalya,
Bangalore - 560 017, India.
Ph. : 5086606 / 5200271
E-mail: vasu@infonics.com
Cell: 98440 81710

Dr. Vasu
Registrar
KLE Academy of Higher Education and Research
Belagavi-590 010, Karnataka

INVOICE/BILL

Easylib Library Automation Services Unit of Infonics Software Pvt. Ltd. 45, 2nd Cross, P.R.Layout Murgeshpalya BANGALORE-560 017 Ph: 080-508-6606, 520-0271	Invoice No. EASYLIB/2001-02/08/01	Dated 7-Sep-02
	Buyer's Order No. MDC/Lib/98	Dated 22-May-02
CUSTOMER: Principal J.N.Medical College Belgaum-590010	Delivery Mode Personal visits	Destination Belgaum

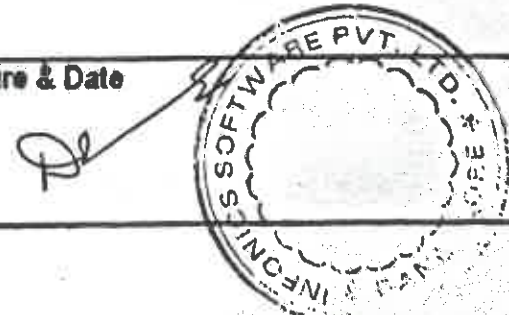
Description of Goods	Quantity	Unit Cost	Amount(Rs.)
Easylib Multi User Software License Software to automate the library operations with functions described in the brochure and quotation.	1	50,000	50,000
4% Tax as per the Karnataka Sales Tax		2,000	2,000
Total Amount in Rs.			52,000
First installment already paid			20,000
Second Installment to be Paid Rs.			32,000

Amount Chargeable (in Words)
Thirty Two Thousand
Only
Please make the cheque payable to
Infonics Software Pvt. Ltd.

Remarks:
The Software Installed
The Training Provided to the
Library Staff.

KST NO.95322589
CST NO.95372581
IEC CODE : 0798008041

Signature & Date



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

Easylib Software Private Limited

No. 1147/B, 1st Floor, 18th 'B' Main Road,
Behind National Public School, 5th Block, Rajajinagar,
Bangalore - 560010. INDIA

+91-80-2315 3279 | +91 97422-04624 / +91 98440-81710
info@easylibsoft.com | www.easylibsoft.com | easylib.net



Tax Invoice

INVOICE TO
The Registrar
KLE Academy of Higher
Education Research
Nehru Nagar
Belagavi, Karnataka 590010
India
State Code: 29

SHIP TO
Jawaharlal Nehru Medical
College(C0024)
JNMC KLE University Campus,
Nehru Nagar
Belgaum, Karnataka 590010
India
State Code: 29

INVOICE NO. ESPL/2019-20/199
DATE 31/01/2020
DUE DATE 31/01/2020
TERMS Due on receipt

PLACE OF SUPPLY
29 - Karnataka

NO	ACTIVITY	UNIT	QTY	RATE	AMOUNT
1	Easylib Web Version License:Easylib 6.2a Web Version Easylib 6.2a Web Version License for JNMC as per Purchase Order KAHER/PO/19-20/D dated 13th January 2020		1	1,50,000.00	1,50,000.00

Kindly issue Cheque/DD in favor of Easylib Software Pvt. Ltd. payable at
Bengaluru

STIN No. : 25AAACI4648D1ZM
PAN No. : AAACI4648D
Bank :Axis Bank Ltd
Account No:913020054279006
IFSC No:UTIB0000693
Branch: Majestic
Bank : IDFC Bank
Ac/No: 10010830399
IFSC Code:IDFB0080151
Branch: Bangalore Residency Road

SUBTOTAL	1,50,000.00
CGST @ 9% on 150000.00	13,500.00
SGST @ 9% on 150000.00	13,500.00
TOTAL	1,77,000.00
BALANCE DUE	₹1,77,000.00



ATTESTED

KLE Academy of Higher Education
(Deemed-to-be-University u/s 3 of the UCA
Belagavi-590 010,Karnataka

22



TAX INVOICE

To, KLES DR. PRABHAKAR KORE HOSPITAL & MRC
Nehru Nagar,
Belgaum

Invoice No. SOFT000489
Invoice Date 01/11/2017
P.O. No. 4100347
P.O. Date
Our GST TIN. 27AAIC80042F1Z0

Karnataka-590010
GST TIN : 29AAATK2844N623
Location :

No.	Particulars	SAC/HSN	Amount
01	Spine HRMS Suite Additional 1500 Emp License	997331	225,000.00

KLES PRABHAKAR KORE
HOSPITAL & MRC.,
BELGAUM-10.

22 DEC 2017

Gen. Stores *[Signature]*

ADVANCE PAID

Add: I GST-18 % 225,000.00
40,500.00
Total Bill Value : 265,500.00

Rupees Two Lac Sixtyfive Thousand Five Hundred Only

BANK NAME: HDFS BANK , Dargagan W Br, Mumbai- 400042
Bank Account no. CA : 0222208000138 NEFT/RTGS NO. : HDFC0000022
We hereby certify that Particular given above are true and correct.

PAN No. : AAIC80042F
For SPINE TECHNOLOGIES (I) PVT.LTD.

ATTESTED

TERMS & CONDITIONS:

- 1) Please pay by cross cheque/demand Draft payable at Mumbai in favour of SPINE TECHNOLOGIES (I) PVT.LTD. (100 % Advance against Purchase Order.)
- 2) This Document is not transferable.
- 3) LICENCE AGREEMENT VOID IN CASE OF NON PAYMENT OF THE INVOICE
Subject to Mumbai Jurisdiction.

[Signature]
Authorized Signatory
E. S. O. Sankar
KLES Dr. Prabhakar Kore Hospital & MRC, Belgaum.

Dr. V.A.Kothiware
Registrar
KLE Academy of Higher Education and Research,
(Deemed-to-be-University w/s 3 of the UGC Act,1956)
Belgaum-590 010, Karnataka

Spine Technologies (I) Pvt. Ltd. KLES Dr. Prabhakar Kore Hospital & MRC, Belgaum - 10.
407-408 4th Floor Odantiv. Plot

cell +91 22 42132248
sales@spinetechologies.com

Chq. No. 716330
Date 02-01-2018

R. 130247510

I.S.R. No. 41500265
Instrument / Equipment Ledger No. _____
Furniture & Dead Stock Ledger No. _____
Consumable Articles Ledger No. _____
Other Articles Dead Stock Ledger No. _____
Checked & found correct _____
Passed for Payment of Rs. 2,65,500.00

Initial of
Store Keeper
Date 22/12/17

Dept. Incharge Initial
Department Computer & peripheral

ADVANCE PAID

Advance paid for Rs. 1,35,253/- vide cheque no. 704687 dt 12/10/17.

Balance Rs. 1,30,247/-

ATTESTED

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

Certified that a sum of Rs. 50/- (Rupees Fifty only) has been paid towards Karnataka Stamp duty by
Sri/Smt. MEDICAL DIRECTOR AND CHIEF EXECUTIVE KLESH MRC

s/d/w/o _____ residing at _____

BELGAUM BRANCH

Br. Name:

2 5 NOV 2005

Date:

For STATE BANK OF MYSORE

Authorized Agent for Payment of Stamp duty on
behalf of Government of Karnataka

1 Deed of KLES-HIMS software development Contract Agreement

This agreement for Hospital Information Management System software development has been entered into, on this 30th day of November 2005 by and between

Sofscript Systems and Services Ltd., the company registered under the companies act having its Head Office at Mumbai and being represented by its Managing Director and his authorized representatives herein after referred to as "Sofscript" which expression shall mean and include its legal representative, administrator, successors etc.

AND

Karnataka Lingayat Education Society's Hospital and Medical Research Centre, Belgaum being represented by its Medical Director & Chief Executive Officer (MD & CEO) herein after referred to as "KLESH" which expression shall mean and include its legal representative, administrator, successors etc.

WHEREAS Sofscript is a company engaged in the development of software for the health care industry and has agreed to develop, install, implement and deliver the Hospital Information Management System at KLESH, Belgaum for a consideration of Rs.39,00,000/- (Rupees Thirty Nine Lakhs only) as per the terms and conditions of this agreement .

WHEREAS Sofscript has agreed to accept the sum of Rs.25,00,000/- (Rupees Twenty five lakhs only) for customization and implementation of integrated modules more clearly defined and described in Schedule "A" of this agreement.

Dr. V.A. Kothiwale
Registrar

KLE Academy of Higher Education and Research,
(Deemed to be University) under the UGC Act, 1956)
Belgaum - 591 004, Karnataka

[Handwritten Signature]
30/11/2005

[Handwritten Signature]
30/11/2005

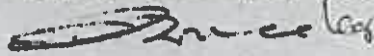
Government of Karnataka
Registration & Stamps Department

KLES Hospital & MRC, Belgaum.
BC/2 No. 1188730
Issued by:
State Bank of Mysore

Certified that a sum of Rs. 50/- (Rupees Fifty only) has been paid towards Karnataka Stamp duty by Sri/Smt. MEDICAL DIRECTOR AND CHIEF EXECUTIVE KLE'S H MRC

s/d/w/o _____ residing at _____ FCI STATE BANK OF MYSORE

Br. Name : BELGAUM BRANCH
Date : 25 NOV 2005


Manager
Authorized Agent to collect stamp duty on behalf of Government of Karnataka

WHEREAS Sofscript has agreed to accept the sum of Rs.14,00,000/- (Rupees Fourteen lakhs only) for development and implementation of integrated modules described in Schedule "B" of this agreement. Purchase and implementation of modules described in schedule "B" will be on the entire satisfaction of the KLESH with the customization and implementation of module described in schedule "A"

WHEREAS the technical terms used in this agreement are defined in clause 2 of this agreement for sake of convenience of both the parties. All technical terms that are not defined in clause 2 will be as per the definitions of the appropriate Authorities / Institutions at International level.

WHEREAS Sofscript made KLESH to believe that it is an expert in the field of developing and implementing Hospital Information & Management System (HIMS) software as described in Schedule "A" & "B", in various hospitals. It is presumed that Sofscript is aware of the issues involved in implementation of such software in various hospitals.

WHEREAS the KLESH is a 1500 bed super specialty hospital dealing with various critical cases day-in and day-out. At the moment the average inpatient occupancy is about 800 patients and it examines about 800 outpatients per day. The various functioning systems at the KLESH are very delicately balanced and any disturbances in its functional systems have a lot of implications and Sofscript being an experienced player in this field understands all these implications very clearly. The KLESH is in need of Hospital Information & Management System (HIMS) software that not only fulfils all its existing functionalities but also further enhances such functionalities, management practices, clinical practices, research activities, reporting mechanisms and other hospital related functionalities.

ATTESTED

Dr. V.A. Kattiwala
Registrar
KLES Hospital & MRC
KLE Academy of Higher Education and Research,
(Deemed-to-be-University vis. 3 of the UGC Act, 1956)
Belgaum-590 010, Karnataka

 11/11/05

WHEREAS Sofscript has communicated to The KLESH that its HIMS software has various advanced features like HL7 (current version), DICOM (current version), integration of modules (as defined by appropriate authorities / institutions at international level and includes both vertical and horizontal integration), ICD coding (10), drug index etc. in the past and guarantees the KLESH of such features and if any such features are not existing at the moment, Sofscript will include them before the end of seven months from the date of signing of this Agreement.

The crux of this agreement is that The KLESH has agreed to buy the Hospital Information & Management System (KLES-HIMS) software that fulfils its above-mentioned requirements in accordance with its expectations, and Sofscript has agreed to provide such software for the agreed amount. Sofscript being an expert in the field, is in a better position to understand the nature and the difficulties that may come in the way of the development and the implementation of the KLES-HIMS software, is in a better position to visualize, foresee and forewarn the KLESH and is responsible to do so, from time to time, about various hurdles that may come or likely to come during the development and implementation process. Sofscript being the expert in the field takes the responsibility to take the KLESH along, all through the development and implementation of the KLES-HIMS software.

2 Definitions

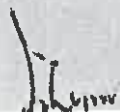
Definitions as used in this Agreement, the following terms shall have the following meanings:

- 2.1 "KLES-HIMS" means and includes an executable code of sofscript software, which contains all functionalities/features that may be required by the KLESH, as described in this agreement and as described in Schedule 'A' and Schedule 'B'
- 2.2 "Certified Sofscript Installation Team" shall mean any company or group of individuals certified by Sofscript to make installations of the KLES-HIMS software on behalf of Sofscript from time to time.
- 2.3 "Delivery" shall mean the physical transfer and receipt of Sofscript Programs and, if applicable, KLES-HIMS software protection devices as indicated in this agreement receipt of which is duly signed by KLESH.
- 2.4 "Functional Test" shall mean the test to be performed by Sofscript and KLESH to confirm that Sofscript Programs perform in accordance with this agreement.

ATTESTED



Dr. V.A. Kothiwale
Registrar



- 2.15 "Parallel Test" shall mean the test performed by Sofscript and KLESH to validate that the data automatically collected by the KLES-HIMS software, is accurate and sufficient as determined by the KLESH.
- 2.16 "Sofscript Programs" shall mean the Executable code of Sofscript KLES-HIMS software programs that are developed, customized, implemented as per this agreement and then the current versions thereof.
- 2.17 "Data Migration" shall mean migrating all the existing live data that is being entered by KLESH till the date of migration which includes all master data, transaction data with maximum amount of fields to be migrated in to new systems for reference purpose..
- 2.18 All the terms which are not defined herein this document will be as per the definitions of the appropriate authorities/institutions at an International level.

3 License Terms

3.1 License:

As per the terms of this agreement, Sofscript hereby grants to KLESH a nonexclusive, nontransferable right to use the KLES-HIMS software and Documentation.

The license granted in this Agreement is for unlimited users through any type of accessing / network media like LAN, WAN, VPN etc. and does not constitute a sale of all or any portion of the KLES-HIMS software or Documentation to KLESH. Sofscript transfers all rights in and to the KLES-HIMS software and Documentation expressly or impliedly granted to KLESH in this Agreement and full title to the KLES-HIMS software, the Documentation and copies thereof.

3.2 Other Terms and Conditions

Copy right : KLESH has personal and non-transferable right to use the KLES-HIMS software as a Corporate license for "KLESH and other hospitals run and managed by Karnataka Lingayat Education Society (KLES), Belgaum". KLESH will not make a copy of the KLES-HIMS software except for the limited purpose of installation and backup at each and any site that is a part of the KLE Society. KLESH will inform Sofscript whenever any other KLE Society hospital site installation is executed.

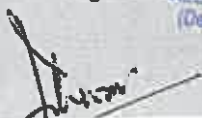
30-Nov-05

Page 5 of 39

ATTESTED

Dr. V.A. Kothliwale
RegistrarKLE Academy of Higher Education and Research
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)
Belgaum-590 010, Karnataka

KLES Hospital & MRC



The customized modules in this project KLES-HIMS are grouped and ordered in terms of release schedules. Each customized modules represents one major application area in the HIMS solution. The lists of modules are:

Customized Module	Release	Customized Module	Release
Patient Registration	I	Facility Scheduling	II
In Patient Billing and Cash Handling	I	Equipment Maintenance	II
Out Patient Billing and Cash Handling	I	Maintenance tracker	II
Admissions, Discharges and Transfers	I	Medical Records (current version as it is)	II
Application Systems Security	I	Medical Records Tracking	II
Laboratory Reports	I	Linen and Laundry	II
Doctor's Accounting	I	Attendance and Payroll	II
Night Audit	I	House Keeping	II
Financial Accounting	I	MIS Reporting release II	II
Accounts Payable & Bill passing	I	CSSD	II
MIS Reporting Release I	I	Vehicle Management	II
Pharmacy & Stores	I	Blood Bank	II
Purchase Orders & Indent	I		
Nurse Station (current version as it is)	I		
Doctors Consulting/Case Paper (current version as it is)	I		

SCHEDULE 'B'

Sofscript will present the invoice (s) for the below mentioned amount on successful development and implementation and Go live of each module and duly certified by party of the KLES!:

#	Particulars	Release	License Fee
1	Development and implementation of Interfacing of Mini PACS	II	1 Lakh
2	Development and implementation EMR, Nursing Module, Clinic Management	I	7 Lakhs

ATTESTED

30-Nov-05

Page 7 of 39

KLES Hospital & MRC

Dr. V.A. Kottwale
Registrar
KLEF Academy of Higher Education and Research
(Deemed to be University as per UGC Act, 1956)
Belagavi-590 010, Karnataka

3.5 KLESH Agreements:

KLESH has every right to access, copy and use the database in whichever manner they deem fit. However, the KLESH shall not alter the original database

KLESH shall not:

- a. Disclose the KLES-HIMS software or Documentation, or any part of the KLES-HIMS software or Documentation, to any other person or entity, it being understood that the KLES-HIMS software and Documentation contains and represents confidential information which is proprietary to Sofscript & KLESH.
- b. Copy or reproduce the KLES-HIMS software except to make copies of the KLES-HIMS software required for its' reasonable archival purposes and for installing in its' branches.
- c. Transfer, rent, lease or otherwise distribute any of the KLES-HIMS software to any other person or entity, on either a permanent or temporary basis except KLES Society's Hospitals and as per the copyright terms of this agreement.

4 Implementation

4.1 Project Plan

Following execution hereof, a representative of the Certified Sofscript Installation Team and KLESH shall promptly meet to finalize the Project Plan. Within thirty (30) days of the date hereof, the project coordinators and managers shall agree on and sign a Project Plan based upon Exhibit D, Project Scope and Services Specification. ("Project Plan"). Such Project Plan shall assign responsibilities to KLESH, Sofscript or the Certified Sofscript Installation Team with resource commitments, and specify time lines and dates to install and activate the KLES-HIMS software. The Project Plan may only be amended by mutual agreement by both parties. Sofscript team and KLESH shall install and activate the KLES-HIMS software as provided in the Project Plan.

KLESH shall supply and install the Hardware, Network Infrastructure and Third-Party KLES-HIMS software as agreed.

Functional Test shall be comprised of multiple testing cycles utilizing test scripts and cases, shall incorporate KLESH's modifications and shall serve to exercise Sofscript Programs to ensure that it functions in accordance with the predefined and mutually agreed specifications.

1. Sofscript agrees to migrate the existing live data of the KLESH before going live to new programs developed by Sofscript, provided that the

ATTESTED

30-Nov-05

Page 9 of 39

KLES Hospital & MRC

Dr. V.A. Kothiwale
Registrar

KLE Academy of Higher Education and Research
(Deemed-to-be-University) Act 3 of 1996
Belagavi-590 010, Karnataka

02.	New Master & Parameter programs	4,500/-
03.	New Reports	3,000/-
04.	Report modifications	1,000/-

However, any development / modifications / enhancements / customization requested by KLESH within the 12 months after Go Live will be carried out free of cost. Such development/modifications/enhancements/customization will be executed in three batches of 4 months each.

5.3 KLES-HIMS software Maintenance.

1. Sofscript shall furnish KLESH with service packs, enhancements and upgrades for the KLES-HIMS software as and when released by Sofscript (but not including enhancements or upgrades that add additional modules with added functionality which are made available as options and not marketed as standard features of the HIMS software).
2. Sofscript shall furnish KLESH with:
 - i. Interfacing KLES-HIMS software for any new Device purchased by KLESH. Prior to obtaining updated or new Interfacing software, KLESH shall ensure that each Device is equipped with an active RS232 port and / or ensures DICOM compatibility as per Exhibit -A - 2.
 - ii. Sofscript assures that any images that are presented to it in digitalized form, will be embedded in the HIMS database for the utilization

5.4 Support

Sofscript shall provide KLESH with problem solving for KLES-HIMS software programming errors as per annexure I-1 and I-2. KLESH shall be given access to the Sofscript internal web site for technical information, downloads of database queries, Sofscript knowledge base, frequently asked questions and application requests.

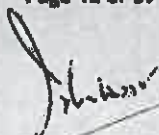
5.5 Accommodation

KLESH will provide lodging & boarding to Sofscript professionals during the on site visits to Belgaum, Karnataka, within the premises or anywhere on campus of the hospital.

5.6 Maintenance Term.

Maintenance Term shall mean a period beginning from thirteen months after Go-live of respective KLES-HIMS software releases and continue till the fifth

ATTESTED



Dr. V.A.Kothiwale
Registrar

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

(5th) anniversary of such date (the "Initial Period"). After the initial Period, and each Renewal Period (as defined below), the Maintenance Term shall be automatically renewed for a period of one year (each a "Renewal Period"), unless terminated as per this clause.

6 Nonconformance

6.1 Nonconformance Post Go-Live.

If KLESH discovers any Nonconformance during the Maintenance Term, KLESH may give notice thereof (a "Notice of Non-Conformance") to Sofscript at any time at Sofscript Office.

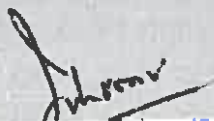
Sofscript's Issue /Defect resolution procedures is as follows :

Defects and related issues are classified under the following severity levels:

Level of severity	Description	Non-conformance level
Desirable KLES-HIMS software non-conformance (In case of change orders only. Not applicable to KLES-HIMS software bugs)	Where the defect/issue is reasonably required by the Customer in the course of day to day operations.	Level 3 Non-conformance
Urgent KLES-HIMS software non-conformance	Where the defect / issue is needed to be rectified / attended to on priority basis and which is required in day to day operations.	Level 2 Non-conformance
Critical KLES-HIMS software non-conformance	Where the defect / issue is of a critical nature whereby the Customer is unable to proceed with the operations and which prevents the Customer from carrying on the day to day operations.	Level 1 Non-conformance

Annexure I-1 and I-2 present the resolution procedures for the above severity levels for two conditions:

- Annexure I-1 - for issue/ defect resolution when Sofscript's Consultant is on site at the time of issue/defect notification.



Dr. V.A. Kothiwale
Registrar

- Annexure I-2 - for issue/defect resolution when Sofscript's Consultant is not on site at the time of issue/defect notification

6.2 Authorization

KLESH shall have twenty (20) working days, upon receipt of Sofscript Quotation, to authorize Sofscript to perform the services provided in Sofscript Quotation to the Modification/Change Request.

7 Delivery of Sofscript Programs

Upon contract signing Sofscript will arrange for delivery of Sofscript Programs and, if applicable, software protection devices (collectively the "deliverables") to KLESH. Within ten business days from receipt of the deliverables, KLESH will sign Sofscript Programs Delivery Form, Exhibit C herein, to indicate that KLESH has received and reviewed the deliverables to this Agreement. KLESH shall inform Sofscript within the ten business days of any inconsistency with respect to the deliverables. Acceptance of the KLES-HIMS software shall be subject to signing of Sofscript Programs Delivery Form by KLESH

8 Warranties and Indemnification

1. Each of Sofscript and KLESH hereby represents and warrants to the other
 - i. that it has all necessary corporate power and authority to enter into this Agreement
 - ii. that its execution and delivery hereof has been duly authorized by its Board of Directors and no further or other corporate action is required on its part in connection therewith
 - iii. that it has duly executed and delivered this Agreement; and
 - iv. that this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other laws limiting the rights of creditors generally and general principles of equity.
2. Sofscript shall indemnify KLESH or its stakeholders, directors, officers, employees, agents, successors and/or assigns harmless from and against any and all losses, liabilities, damages, claims, costs, expenses and/or assessments, including attorneys' and other professional fees and costs as well as fines, penalties and/or interest (collectively, "Losses") suffered or incurred by any of them due to any defects in KLES-HIMS. The following are some examples (not exhaustive list) which may result in such losses as a result of :

ATTESTED

[Handwritten signature]

Dr. V.A. Kothiwale
 Registrar
 KLE Academy of Higher Education and Research,
 (Deemed-to-be-University's) under UGC Act, 1956)
 Belagavi-590 010, Karnataka

- i. the failure by Sofscript to comply with or perform any agreement of Sofscript set forth herein;
- ii. any negligence of Sofscript, its agents or employees in connection with the performance of its obligations and/or exercise of its rights hereunder
- iii. any claim made by any third party arising out of a defect in any KLES-HIMS software provided by Sofscript; and/or
- iv. any claim made by any third party to the effect that any KLES-HIMS software when used in its intended manner constitutes a misuse or misappropriation of proprietary information of such third party or infringes any copyright, patent or other proprietary right of such third party. If KLESH shall be permanently enjoined from using the KLES-HIMS software by reason of infringement of any patent, trademark, trade secret or copyright Acts in India, Sofscript shall at its expense:
 - 1. procure for KLESH the right to continue using the KLES-HIMS software;
 - 2. Replace or modify the KLES-HIMS software so that it becomes noninfringing.

9 Term

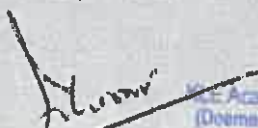
This Agreement shall remain in force until terminated by KLESH as set forth below:

- (1) KLESH shall reimburse to Sofscript project fees with respect to the KLES-HIMS software support effort carried out till the date of termination of this Agreement by KLESH.

10 Source Code :

Sofscript agrees that if it is not capable of providing support to KLESH as per this agreement, for whatsoever reasons, then Source Code for the project will be handed over to the designated management in charge. This source code will be bound by Sofscript's Source Code Agreement. (See annexure of Source code agreement)

ATTESTED



Dr. V.A. Kothiwale
 Registrar
 KLE Academy of Higher Education (Research)
 (Deemed-to-be-University) of the B.E. Act, 1956
 Belagavi-590 010, Karnataka

11 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Karnataka, without giving effect to any choice of law or conflict provision or rule that would cause the application of the laws of any jurisdiction other than the State of Karnataka.

12 Arbitration

Any dispute in between the parties to this agreement regarding interpretation, execution of any of the clauses of this agreement shall be referred by either of the parties to an arbitrator consisting of two members and the Arbitration Act in force shall be applicable to the arbitration proceedings. Both the parties have to suggest one arbitrator each.

13 Entire Agreement

This Agreement embodies the entire agreement and understanding between Sofscript and KLESH with respect to the KLES-HIMS software License, implementation and Maintenance, and supersedes all prior negotiations, proposals, agreements and understandings relating to the KLES-HIMS software License, Implementation and Maintenance. There are no warranties, covenants, promises or agreements on the part of either Sofscript or KLESH to the other with respect to the KLES-HIMS software License, implementation and Maintenance which are not expressly set forth herein.

14 Modification; Waiver.

Any modification or amendment of or with respect to any provision of this Agreement or any document delivered pursuant to this Agreement shall not be effective unless it shall be in writing and signed by Sofscript and KLESH. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver thereof, and no waiver shall be effective unless it shall be in writing and signed by the party against whom it is sought to be enforced. Any waiver with respect to any violation of this Agreement shall not constitute a waiver of any other or subsequent violation.

15 Notice

Notice, requests, demands and other communications shall be deemed to have been duly given to Sofscript or KLESH, as the case may be, when hand delivered including, without limitation, by courier or overnight delivery service, when sent by facsimile (transmission confirmed), or five (5) days after being mailed, certified or registered mail, with postage prepaid addressed to

its address as set forth below. Either Sofscript or KLESH may change its address for notices at any time by notice to the other given in the manner provided in this Section. Notice may be given to Sofscript and KLESH at the following:

The Director / General Manager
Sofscript Systems & Services Ltd.
44 A, Navketan, Industrial Estate,
Mahakali Caves Road, Andheri (East),
Mumbai - 400 093

Medical Director & Chief Executive
Officer
KLESH & Medical Research Centre,
Nehru Nagar
Belgaum

16 Publicity

Each party agrees not to (i) display or not to disseminate any publication, advertisement, press release or other materials that may use or display the trade names or trademarks of the other party or otherwise identify the other party or (ii) disclose the terms of this Agreement, its existence, or the relationship between the parties resulting from this Agreement, without the other party's prior written approval.

IN WITNESS WHEREOF, the undersigned have executed this KLES-HIMS software Agreement as of this thirtieth day of November, 2005.

For KLESH & Medical Research Centre
By: Dr. M.V.Jali, Medical Director & CEO

For Sofscript
By: Ms. Viloo Williams
General Manager

Witness 1.

Witness 2.

(ARUN GOALE)

(T.M. Menawalli)

ATTESTED

Dr. V.A.Kothiwale
Registrar

KLE Academy of Higher Education, KLES Hospital & MRC
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)
Belagavi-590 010, Kamataka

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, etc.

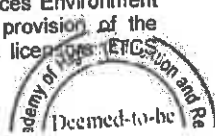
Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and the Customer shall not be entitled to claim 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 applicable 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 such 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 billing cycle 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 specifications in Schedule 2. Notwithstanding the aforesaid, the Services are provided by TCS free of charge. The Services shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents 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.



Dr. V.A. Kotwal
Registrar

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

H.D.F. C Bank 1701171 Fort Branch
42807
Special
MEMBER
2019

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.

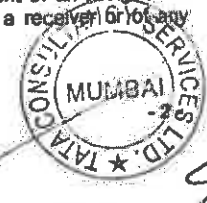
10.2 Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach 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 for any similar proceedings.

(TCS Proprietary and Confidential)



ATTESTED

Dr. V.A. Kothimani
Registrar



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

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 orders, 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.

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



ATTESTED

(TCS Proprietary and Confidential)



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

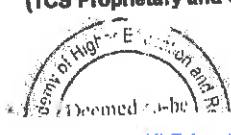


EXHIBIT A
DEFINITIONS

"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.

ATTESTED

(TCS Proprietary and Confidential)



Dr. V.A. Kothiwale
Registrar

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



SCHEDULE 1
CONTRACT DETAILS

A. The details of the Customer are as follows:

<u>Company Name</u>	<u>Registered office address</u>	<u>Details of Contact person</u>	
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

<u>Contract Term</u>	<u>Effective Date</u>	<u>Service Commencement Date</u>
3 years from Service Commencement Date	15-SEPTEMBER-2018	15-SEPTEMBER-2018



[Handwritten signature]

ATTESTED

[Handwritten signature]

Dr. V.A. Kothiwale
Registrar

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

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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

	STAGES				
	Detailed Process Study	System Config and Implementation Readiness	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).

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Dr. V.A. Kothiwale
Registrar



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Belagavi-590 010, Karnataka

- 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:**

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ATTESTED

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



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



ATTESTED

(TCS Proprietary and Confidential)



Dr. V.A.Kothiwale
Registrar REGISTRAR

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

SCHEDULE 3

Licensing Terms for TCS Application System

APPENDIX-I 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 forgoing 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 any 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

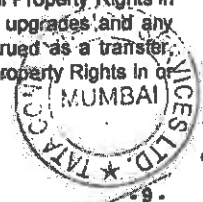
Customer acknowledges and agrees that TCS does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the TCS Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made 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.

ATTESTED

(TCS Proprietary and Confidential)

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



Handwritten signature

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>

ATTESTED



(TCS Proprietary and Confidential)

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

SCHEDULE 4
FEEES FOR SERVICES

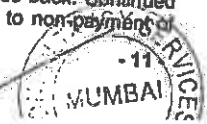
Solutions	Minimum Users	Users	Frequency	PUMP
TCS ION HRMS Solution	1300	Employees	Monthly	41

- 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)



Dr. V.A.Kothiwale
Registrar



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 stationary 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	

ATTESTED



Dr. V.A. Kothiwale
Registrar

(TCS Proprietary and Confidential) Education and Research
Teacher Education University u/s 3 of the UGC Act, 1956
Bangalore 590 010, Karnataka




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

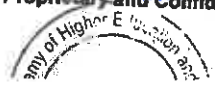
Authorized Signatory Date

ATTESTED

[Signature]
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

(TCS Proprietary and Confidential)



[Handwritten initials]



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

2

1550 471 4322

ATTESTED

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

Experience certainty.

IT Services
Business Solutions
Consulting

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

ATTESTED

REGISTRAR

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

Handwritten notes:
reduced
22/11/18

Handwritten signatures and initials:
[Signature of Deputy Registrar]
[Signature of Registrar]
[Initials]

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242378222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS\165/19-20	2-Mar-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Registar KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

Sl No.	Description of Goods and Services	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally.Net Subscriptions Services	997331	7 nos	7 nos	3,600.00	nos	50 %	12,600.00
	1) KLE Society tally sino:712464120 silver							
	2)KLE Ayurveda Aushadhalaya tally sl no:715158072							
	3)K. L. E. Society's College of Pharmacy tally sl no:732020940							
	4)SHRI B.M.K.VANWADI AYURVED MAHAVIDYALAYA tally sl no:752020938							
	5)K.L.E.SOCIETYS AYURVED HOSPITAL tally sl no:752022198							
	6)K.L.E.SOCIETYS INSTITUTE OF PHYSIOTHERAPY tally sl no:772022196							
	7)KLE College of Pharmacy tally sl no:782464104							
2	Tally Software Services Tss Gold	998313	1 nos	1 nos	10,800.00	nos	50 %	5,400.00
	The Principal KLE Society's Institute of Dental Sciences, Tally no :781069599 gold							
	Output CGST@9%					9 %		18,000.00
	Output SGST@9%					9 %		1,620.00
								1,620.00
	Total		8 nos	8 nos				₹ 21,240.00

Amount Chargeable (in words) **INR Twenty One Thousand Two Hundred Forty Only** E. & O.E

Taxable Value	Central Tax		State Tax		Total Tax Amount
	Rate	Amount	Rate	Amount	
18,000.00	9%	1,620.00	9%	1,620.00	3,240.00
Total: 18,000.00		1,620.00		1,620.00	3,240.00

Tax Amount (in words) : **INR Three Thousand Two Hundred Forty Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

Customer's Seal and Signature

for **MATTE TECHNOLOGIES**

(Signature)
Authorized Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/A
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242378222/8147881178
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS\129/19-20	Dated 1-Jan-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
YELLUR BELAGAVI
State Name : Karnataka, Code : 29

Sl No.	Description of Services	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally.Net Subscriptions Services	997331	1 nos	1 nos	3,800.00	nos		3,600.00
	<i>Output CGST@9%</i>					9 %		324.00
	<i>Output SGST@9%</i>					9 %		324.00
Total			1 nos	1 nos				₹ 4,248.00

Amount Chargeable (In words)

INR Four Thousand Two Hundred Forty Eight Only

E. & O.E

Taxable Value	Central Tax		State Tax		Total Tax Amount
	Rate	Amount	Rate	Amount	
3,600.00	9%	324.00	9%	324.00	648.00
Total:		324.00		324.00	648.00

Tax Amount (In words) : **INR Six Hundred Forty Eight Only**

Company's PAN : **BYIPM0748Q**

Declaration

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Customer's Seal and Signature

Company's Bank Details

Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

ATTE for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
 Tally Expert Partner & Computer Sales & Services
 #House No :31/a
 Malaprabha Nagar Vadgaon Belagavi
 Office Address: 4th Cross Bharat Nagar Vadgaon
 Shahapur Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No. **MTS16/20-21** Dated **21-May-2020**
 Delivery Note Mode/Terms of Payment

Supplier's Ref. Other Reference(s)

Buyer
The Principal of JNMC
 Belagavi
 State Name : Karnataka, Code : 29

Buyer's Order No. Dated

Despatch Document No. Delivery Note Date

Despatched through Destination

Terms of Delivery

Sl No.	Description of Goods	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally Software Services Tss Gold tally sl no:771050916	998313	1 nos	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%				9 %			486.00
	Output SGST@9%				9 %			486.00
Total			1 nos	1 nos				₹ 6,372.00

Amount Chargeable (In words)

INR Six Thousand Three Hundred Seventy Two Only

E. & O.E

Taxable Value	Central Tax		State Tax		Total Tax Amount
	Rate	Amount	Rate	Amount	
5,400.00	9%	486.00	9%	486.00	972.00
Total:		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Customer's Seal and Signature

Company's Bank Details

Bank Name : **Canara Bank**

A/c No. : **0557201001321**

Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES - 2018-21
 Tally Expert Partner & Computer Sales & Services
 Bharat Nagar 4th Cross Shahapur Belagavi
 31/a Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS137/20-21	Dated 4-Nov-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Registrar KLE University
 Nehru Nagar Belagavi
 State Name : Karnataka, Code : 29
 Place of Supply : Karnataka

Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity		Rate	per	Disc. %	Amount
				Shipped	Billed				
1	Tally Software Services Tss Gold Tally 742106124	998313	18 %	1 nos	1 nos	5,400.00	nos		5,400.00
	Output CGST@9%								486.00
	Output SGST@9%								486.00
Total				1 nos	1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration

Terms & Conditions :

- Once the goods sold cannot be taken back or exchanged.
- products carry manufactures warranty as per their terms & conditions.
- No warranty for damaged, burnt, track cut items.
- Interest @24% PA On overdue payment 5. Min Rs.500/- will be charged on cheque return.

Company's Bank Details

Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **VADGAON BELAGAVI & CNRB0005299**

Customer's Seal and Signature

for **MATTE TECHNOLOGIES - 2018-21**

Authorized Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

ATTESTED



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

TAX INVOICE



MATTE TECHNOLOGIES - 2018-21
 Tally Expert Partner & Computer Sales & Services
 Bharat Nagar 4th Cross Shahapur Belagavi
 31/a Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242378222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Buyer
K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES
 Belagavi
 State Name : Karnataka, Code : 29
 Place of Supply : Karnataka

Invoice No. MTS\138/20-21	Dated 4-Nov-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity		Rate	per	Disc. %	Amount
				Shipped	Billed				
1	Tally Software Services Tss Gold	998313	18 %	1 nos	1 nos	5,400.00	nos		5,400.00
	<i>Output CGST@9%</i>								486.00
	<i>Output SGST@9%</i>								486.00
	Total			1 nos	1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration

Terms & Conditions :

- Once the goods sold cannot be taken back or exchanged.
- products carry manufactures warranty as per their terms & conditions.
- No warranty for damaged, burnt, track cut items.
- Interest @24% PA On overdue payment 6. Min Rs.500/- will be charged on cheque return.

Company's Bank Details

Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **VADGAON BELAGAVI & CNRB0005299**

ATTESTED

Dr. VA Kott Authorised Signatory

Registrar

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

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242378222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	MTS/86/19-20	Dated	31-Oct-2019
Delivery Note		Mode/Terms of Payment	
Supplier's Ref.		Other Reference(s)	
Buyer's Order No.		Dated	
Despatch Document No.		Delivery Note Date	
Despatched through		Destination	
Terms of Delivery			

Buyer
K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES
Belagavi
State Name : Karnataka, Code : 29

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold <i>Tally SI No:772020938</i>	998313	1 nos	10,800.00	nos	50 %	5,400.00
	<i>Output CGST@9%</i>						486.00
	<i>Output SGST@9%</i>						486.00
Total			1 nos				₹ 6,372.00

Amount Chargeable (In words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
	998313	5,400.00	9%	486.00	9%	486.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Company's Bank Details

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code: **SHAHAPUR BELAGAVI & CNRB0000557**

Customer's Seal and Signature

for **MATTE TECHNOLOGIES**

ATTESTED

Authorized Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UID: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS\86/19-20	Dated 31-Oct-2019
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES
Belagavi
State Name : Karnataka, Code : 29

Sl. No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount	
1	Tally Software Services Tss Gold Tally SI No:772020936	998313	1 nos	10,800.00	nos	50 %	5,400.00	
	Output CGST@9%					9 %	486.00	
	Output SGST@9%					9 %	486.00	
Total							1 nos	₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value		Central Tax		State Tax		Total
	Value	Rate	Amount	Rate	Amount	Tax Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00	
Total	5,400.00		486.00		486.00	972.00	

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Company's Bank Details

Declaration

Bank Name : **Canara Bank**

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

A/c No. : **0557201001321**

Branch & IFS Code: **SHAHAPUR BELAGAVI & CNRB0000557**

Customer's Seal and Signature

for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
 Tally Expert Partner & Computer Sales & Services
 #House No :S1/a
 Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN : 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	MTS/73/19-20	Dated	3-Oct-2019
Delivery Note		Mode/Terms of Payment	
Supplier's Ref.		Other Reference(s)	

Buyer
The Registrar KLE University
 Nehru Nagar Belagavi
 State Name : Karnataka, Code : 29

Buyer's Order No.		Dated	
Despatch Document No.		Delivery Note Date	
Despatched through		Destination	

Terms of Delivery

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:742106124	998313	1 nos	10,800.00	nos	50 %	5,400.00
	<i>Output CGST@9%</i>					9 %	486.00
	<i>Output SGST@9%</i>					9 %	486.00
Total							₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total			486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**
 Declaration : We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
 Company's Bank Details :
 Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
 Customer's Seal and Signature _____ for **MATTE TECHNOLOGIES**

ATTESTED
 Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
 This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS\3118-19	6-Apr-2019
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Principal of JNMC
Belagavi
State Name : Karnataka, Code : 29

Sl No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally GOLD No:771050916	998313	1 nos	5,400.00	nos		5,400.00
	Output CGST@9%						486.00
	Output SGST@9%						486.00
Total			1 nos				₹ 6,372.00

Amount Chargeable (in words) E. & O.E

INR Six Thousand Three Hundred Seventy Two Only

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**


Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

for MATTE TECHNOLOGIES

Authorized Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

ATTESTED



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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. **MTS\133\18-19**
Dated **31-Jan-2019**
Delivery Note
Mode/Terms of Payment

Supplier's Ref. **1**
Other Reference(s)

Buyer
The Registrar KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

Buyer's Order No.
Dated

Despatch Document No.
Delivery Note Date

Despatched through
Destination

Terms of Delivery

SI No.	Description of Goods and Services	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold V.K.Institute of Dental Sciences Bgm Tally SI No:781069599	998313	1 nos	5,500.00	nos		5,500.00
2	Tally.Net Subscriptions Services College of Pharmacy Belagavi 1) Tally SI No:732020940 College of Pharmacy Hubballi 2) Tally SI No:712464120 College of Pharmacy Bengaluru 3) Tally SI No:782464104 Institute of Physiotherapy Belagavi 4) Tally SI No:772022196 Shri B M K Ayurveda Mahadyalaya Bgm 5) Tally SI No:752020938 Ayurveda Hospital Belagavi 6) Tally SI No:752022198 Aushalayalaya Belagavi 7) Tally SI No:715158072	997331	7 nos	1,900.00	nos		13,300.00
3	Repair and Service Charge Tally Renewal Service Charge Under NGO	85177090					350.00
							19,150.00
							Output CGST@9% Output SGST@9%
							9 % 9 %
							1,723.50 1,723.50
Total			8 nos				₹ 22,597.00

Amount Chargeable (in words)

INR Twenty Two Thousand Five Hundred Ninety Seven Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,500.00	9%	495.00	9%	495.00	990.00
997331	13,300.00	9%	1,197.00	9%	1,197.00	2,394.00
85177090	350.00	9%	31.50	9%	31.50	63.00
Total	19,150.00		1,723.50		1,723.50	3,447.00

Tax Amount (in words) : **INR Three Thousand Four Hundred Forty Seven Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

for MATTE TECHNOLOGIES

ATTESTED

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147881179
E-Mail : mahlra_techsolutions@yahoo.in

Invoice No.	Dated
MTS\109\18-19	20-Dec-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
YELLUR BELAGAVI
State Name : Karnataka, Code : 29

Sl No.	Description of Goods	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally ERP9 Silver TaLLY SNO:796605930 KEY NO:GZKMER6EX	18 %	1 nos	16,525.42	nos		16,525.42
	Output CGST@9%					9 %	1,487.29
	Output SGST@9%					9 %	1,487.29
Total			1 nos				₹ 19,500.00

Amount Chargeable (in words) **INR Nineteen Thousand Five Hundred Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
997331	16,525.42	9%	1,487.29	9%	1,487.29	2,974.58
Total	16,525.42		1,487.29		1,487.29	2,974.58

Tax Amount (in words) : **INR Two Thousand Nine Hundred Seventy Four and Fifty Eight paise Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

AT for MATTE TECHNOLOGIES
Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Buyer
Prncipal Kaher Institute of Nursing College
Belagavi
State Name : Karnataka, Code : 29

Invoice No. MTS74\18-19	Dated 4-Oct-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

SI No.	Description of Goods	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally No77202936	18 %	1 nos	5,400.00	nos		5,400.00
	Output CGST@9%						486.00
	Output SGST@9%						486.00
	Total		1 nos				₹ 6,372.00

Amount Chargeable (In words)

INR Six Thousand Three Hundred Seventy Two Only

E. & O.E

HSN/SAC	Taxable Value		Central Tax		State Tax		Total Tax Amount
	Value	Rate	Amount	Rate	Amount		
998313	5,400.00	9%	486.00	9%	486.00	972.00	
Total	5,400.00		486.00		486.00	972.00	

Tax Amount (In words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147881179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. **MTS\51\18-19** Dated **28-Aug-2018**
Delivery Note Mode/Terms of Payment

Supplier's Ref. Other Reference(s)

Buyer's Order No. Dated

Despatch Document No. Delivery Note Date

Despatched through Destination

Terms of Delivery

Buyer
Principal Kahe Institute of Phyiothraphy
Belgaum
State Name : Karnataka, Code : 29

Sl No.	Description of Services	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Repair and Service Charge Tally Software Services and Top File Mapping	85177090	18 %	1 nos	1,500.00	nos		1,500.00
	Output CGST@9%							135.00
	Output SGST@9%							135.00
Total				1 nos				₹ 1,770.00

Amount Chargeable (In words)

INR One Thousand Seven Hundred Seventy Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
85177090	1,500.00	9%	135.00	9%	135.00	270.00
Total	1,500.00		135.00		135.00	270.00

Tax Amount (In words) : **INR Two Hundred Seventy Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000567**
for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES

Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147881179
E-Mail : mahira_techsolutions@yahoo.in

Buyer

The Register KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

Invoice No. MTS\50\18-19	Dated 28-Aug-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:7242106124	998313	18 %	1 nos	5,400.00	nos		5,400.00
	Output CGST@9%							486.00
	Output SGST@9%							486.00
Total				1 nos				₹ 6,372.00

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

E. & O.E

HSN/SAC	Taxable Value		Central Tax		State Tax		Total Tax Amount
	Value	Rate	Amount	Rate	Amount		
998313	5,400.00	9%	486.00	9%	486.00	972.00	
Total	5,400.00		486.00		486.00	972.00	

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A.Koithiwale
Registrar

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

QUOTATIONS

(DUPLICATE FOR SUPPLIER)



MATE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242378222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS44\18-19	21-Aug-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Register KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

Sl No.	Description of Services	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally.Net Subscriptions Services Tally NGO 50% Discount Tally GOLD No:742106124 At Rs 5400 + GST Extra	997331	18 %	1 nos	10,800.00	nos	50 %	5,400.00
2	Repair and Service Charge One Site Visit Installations Charges GST Extra	85177090	18 %	1 nos	850.00	nos		850.00
	Output CGST@9%						9 %	6,250.00
	Output SGST@9%						9 %	562.50
	Total			2 nos				₹ 7,375.00

Amount Chargeable (In words)

INR Seven Thousand Three Hundred Seventy Five Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
997331	5,400.00	9%	486.00	9%	486.00	972.00
85177090	850.00	9%	76.50	9%	76.50	153.00
Total	6,250.00		562.50		562.50	1,125.00

Tax Amount (In words) : **INR One Thousand One Hundred Twenty Five Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

concerns

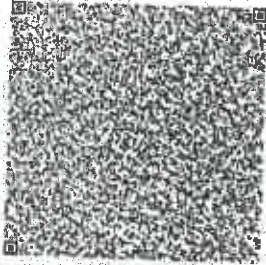


सत्यमेव जयते

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

ATTESTED

Dr. V.A. Kothiwale
Registrar

Page 1 of 11

Statutory Alert:

1. The authenticity of this

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

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-1 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.

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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/-

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Page 3 of 11

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

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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.

	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

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Belagavi-590 010, Karnataka

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. Tenure 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

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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 which 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.

ATTESTED



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

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.

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Dr. V.A. Kothiwale
Registrar

Page 8 of 11

KLE Academy of Higher Education and Research,
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Belagavi-590 010, Karnataka

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

Name: Prof. (Ex.) V.D. Patil

Designation: Registrar

Signature with Seal:

For and on behalf of e-Sutra M/s e-Sutra
Chronicles Private Limited, Bangalore

Name: Sndhinda Mokka

Designation: CEO

Signature with Seal:

Witnesses 1

Name: S. G. PATIL

Address:

Signature

Witnesses 2

Name: Prof. M. S. Ganachari

Address:

Signature

ATTESTED



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

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

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Dr. V.A. Kothiwale
Registrar

KLE Academy of Higher Education and Research,
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Belagavi-590 010, Karnataka

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

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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

TAX INVOICE

Original
15/03/2019

Reidus Technologies Pvt. Ltd.
Dwarakavasa Road, 7th Main
Bharath Nagar 1st Stage
Bangalore - 560091
Tel : 9900947781
Email ID: harshal@reidus.in

Invoice No:
RTPL/JNMMU/LCS/03/203

Dated :

Delivery Note:

Mode of Payment :

RTGS

Supplier's Ref :

Other Reference(s)

self

Buyer's Order No : KLEU/Accs/16-17/D-804

Dated :

25th Nov 2016

Dispatch Document No: NA

Dated :

NA

Dispatched through:

Destination:

Belagavi

Contact Name
Contact Number

Dr. A.P Hogade
9480397727

Sl no	Description of Goods	UOM	Qty	Rate / Unit	Amount
1	Impartus Lecture Capture Solutions 3rd Year Service HSN / SAC Code - 9973 The above Soln has been provided to Anatomy/Physiology/Pathology/Pharmacology Galb U 250 sitting Capacity (Hospital) Lecture hall & Server at Server room, 2nd floor, J.N.Medical College, Belagavi are working satisfactorily		1	399,168.00	399,168.00

MR. SANJEEV M. PATIL
Network Engineer
Department of Medical Education
J. N. Medical College, Belagavi-10.

SGST @ 9%	35,925.12
CGST @ 9%	35,925.12
Total	471,018.24
Round up	0.76
Grand Total	471,019

E.&O.E

(In Words) Four Lakhs Seventy One Thousand Nineteen Rupees Only

Company's GST : 29AAHCR6561P1ZH
Company's PAN : AAHCR6561P
Company's TIN : 29591338142
Company's TAN : BLRR14299F
State Code : 29

ATTESTED

Dr. V.A. Kothiwale
Registrar

- Terms & Conditions :**
- 1 Payment : Immediate
 - 2 All the disputes are subjected to the Bangalore Jurisdiction only.
 - 3 Cheque 's / DD's / RTGS In favour of " REIDUS TECHNOLOGIES PVT. LTD."
 - 4 Bank Details : State Bank of India / Bharath Nagar Branch / Account no. - 356 375 843 24 / IFSC Code - SBIN0005196 / Bangalore - 560091

KLE Academy of Higher Education and Research,
University of 3 of the U.C Act, 1956
Belagavi-590 010.



For Reidus Technologies Pvt. Ltd

Authorised Signatory.

Declaration :

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.



Easylib

Library Automation Services

www.easylibsoft.com
A Unit of Infonics Software Pvt. Ltd.

45, 7th Cross,
P. R. Layout, Murgeshpalya,
Bangalore - 560 017, India.
Ph. : 5086606 / 5200271
E-mail: vasu@infonics.com
Cell: 98440 81710

JN Medical College
Belgaum
Belgaum

INVOICE/BILL

Easylib Library Automation Services Unit of Infonics Software Pvt. Ltd. 45, 2nd Cross, P.R.Layout Murgeshpalya BANGALORE-560 017 Ph: 080-508-6606, 520-0271	Invoice No. EASYLIB/2001-02/08/01	Dated 7-Sep-02
	Buyer's Order No. MDC/Lib/98	Dated 22-May-02
CUSTOMER: Principal J.N Medical College Belgaum-590010	Delivery Mode Personal visits	Destination Belgaum

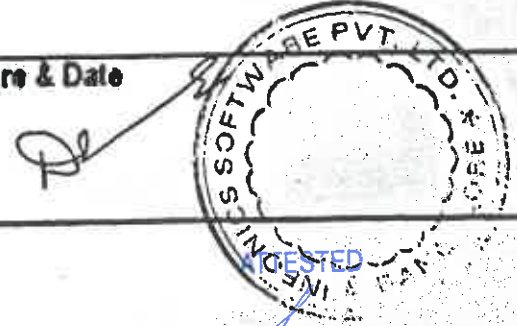
Description of Goods	Quantity	Unit Cost	Amount(Rs.)
Easylib Multi User Software License Software to automate the library operations with functions described in the brochure and quotation.	1	50,000	50,000
4% Tax as per the Karnataka Sales Tax		2,000	2,000
Total Amount in Rs.			52,000
First Instalment already paid			20,000
Second Instalment to be Paid Rs.			32,000

Amount Chargeable (in Words)
Thirty Two Thousand
Only
Please make the cheque payable to
Infonics Software Pvt. Ltd.

Remarks:
The Software Installed
The Training Provided to the
Library Staff.

KST NO.95322589
CST NO.95372581
EC CODE : 0798008041

Signature & Date



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

Easylib Software Private Limited

No. 1147/B, 1st Floor, 18th 'B' Main Road,
Behind National Public School, 5th Block, Rajajinagar,
Bangalore - 560010. INDIA

+91-80-2315 3279 | +91 97422-04624 / +91 98440-81710
info@easylibsoft.com | www.easylibsoft.com | easylib.net



Tax Invoice

INVOICE TO
The Registrar
KLE Academy of Higher
Education Research
Nehru Nagar
Belagavi, Karnataka 590010
India
State Code: 29

SHIP TO
Jawaharlal Nehru Medical
College(C0024)
JNMC KLE University Campus,
Nehru Nagar
Belgaum, Karnataka 590010
India
State Code: 29

INVOICE NO. ESPL/I/2019-20/199
DATE 31/01/2020
DUE DATE 31/01/2020
TERMS Due on receipt

PLACE OF SUPPLY
29 - Karnataka

NO	ACTIVITY	UNIT	QTY	RATE	AMOUNT
1	Easylib Web Version License:Easylib 6.2a Web Version Easylib 6.2a Web Version License for JNMC as per Purchase Order KAHER/PO/19-20/D dated 13th January 2020		1	1,50,000.00	1,50,000.00

Kindly issue Cheque/DD in favor of Easylib Software Pvt. Ltd. payable at
Bengaluru

STIN No. : 29AAACI4648D1ZM

PAN No. : AAACI4648D

Bank : Axis Bank Ltd

Account No:913020054279008

IFSC No:UTIB0000693

Branch: Majestic

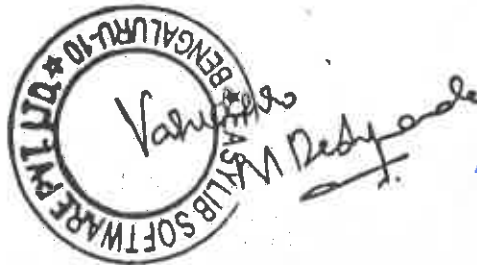
Bank : IDFC Bank

Ac/No: 10010830399

IFSC Code:IDFB0080151

Branch: Bangalore Residency Road

SUBTOTAL	1,50,000.00
CGST @ 9% on 150000.00	13,500.00
SGST @ 9% on 150000.00	13,500.00
TOTAL	1,77,000.00
BALANCE DUE	₹1,77,000.00



ATTESTED

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

22



TAX INVOICE

To,
KLES DR. PRABHAKAR KORE HOSPITAL & MRC
Nehru Nagar,
Belgaum

Invoice No. SOFT000409
Invoice Date 01/11/2017
P.O. No. 4100347
P.O. Date
Our GST TIN. 27AAIC90042F1ZO

Karnataka-590010
GST TIN : 29AAATK2644N6Z3
Location :

No.	Particulars	SAC/HSN	Amount
01	Spine HRMS Suite Additional 1500 Emp License	997331	225,000.00

KLES PRABHAKAR KORE
HOSPITAL & MRC.,
BELGAUM-10.

22 DEC 2017

Gen. Stores *[Signature]*

ADVANCE PAID

Add : I G S T - 18 %

Total Bill Value :

225,000.00

40,500.00

265,500.00

Ruppes Two Lac Sixtyfive Thousand Five Hundred Only

BANK NAME: HDFC BANK , Geregaon W Br, Mumbai- 400062
Bank Account no. CA : 03222020000130 NEFT/RTGS NO. : HDFC0000322

PAN No. : AAIC90042 F

We hereby certify that Particular given above are true and correct.

For SPINE TECHNOLOGIES (I) PVT.LTD.

TERMS & CONDITIONS :

- 1) Please pay by cross cheque/demand Draft payable at Mumbai in favour of SPINE TECHNOLOGIES (I) PVT.LTD. (100 % Advance against Purchase Order.)
 - 2) This Document is not transferable.
 - 3) LICENCE AGREEMENT VOID IN CASE OF NON PAYMENT OF THIS INVOICE.
- Subject to Mumbai Jurisdiction.

[Signature]
Authorized Signatory
E. & O. Belgaum
KLES Dr. Prabhakar Kore Hospital & MRC, Belgaum.

ATTESTED

Dr. V.A.Kothiwale
Registrar

Receiver's Signature with Stamp

Spine Technologies (I) Pvt. Ltd. KLES Dr. Prabhakar Kore Hospital & MRC, Belagavi - 10.
407-408 4th Floor Odefinitiv Plot

Deemed to be University u/s 3 of the U.C Act, 1956
call 091227433598
sales@spinetechologies.com

Chq. No. 706330
Date 02-01-2018

Rs. 130247.00

I.S.R. No. 41-00265
Instrument / Equipment Ledger No. _____
Furniture & Dead Stock Ledger No. _____
Consumable Articles Ledger No. _____
Other Articles Dead Stock Ledger No. _____
Checked & Found Correct _____
Passed for Payment of Rs. 2,65,500/-

Initial of SK
Store Keeper
Date 22/12/17

Dept. Incharge Initial
Department Computer & peripheral

ADVANCE PAID

Advance paid for Rs. 1,35,253/- vide cheque no. 704687 dt 12/10/17.

Balance Rs. 1,30,247/-

ATTESTED


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

Certified that a sum of Rs. 50/- (Rupees Fifty only) has been paid towards Karnataka Stamp duty by
Sri/Smt. MEDICAL DIRECTOR AND CHIEF EXECUTIVE KLESH MRC
s/d/w/o _____ residing at _____

BELGAUM BRANCH

Br. Name:

Date:

25 NOV 2005

For STATE BANK OF MYSORE

Authorised Agent Manoj Stamp duty on
behalf of State Bank of Mysore

1 Deed of KLES-HIMS software development Contract Agreement

This agreement for Hospital Information Management System software development has been entered into, on this 30th day of November 2005 by and between

Sofscript Systems and Services Ltd., the company registered under the companies act having its Head Office at Mumbai and being represented by its Managing Director and his authorized representatives herein after referred to as "Sofscript" which expression shall mean and include its legal representative, administrator, successors etc.

AND

Karnataka Lingayat Education Society's Hospital and Medical Research Centre, Belgaum being represented by its Medical Director & Chief Executive Officer (MD & CEO) herein after referred to as "KLESH" which expression shall mean and include its legal representative, administrator, successors etc.

WHEREAS Sofscript is a company engaged in the development of software for the health care industry and has agreed to develop, install, implement and deliver the Hospital Information Management System at KLESH, Belgaum for a consideration of Rs.39,00,000/- (Rupees Thirty Nine Lakhs only) as per the terms and conditions of this agreement .

WHEREAS Sofscript has agreed to accept the sum of Rs.25,00,000/- (Rupees Twenty five lakhs only) for customization and implementation of integrated modules more clearly defined and described in Schedule "A" of this agreement.

ATTESTED

[Signature]
Dr. VA Kothiwale
Registrar

Karnataka Lingayat Education and Research,
(Deemed to be University u/s 3 of the UGC Act, 1956)
Belgaum-590 010, Karnataka

[Signature]
20/11/2005

WHEREAS Sofscript has communicated to The KLESH that its HIMS software has various advanced features like HL7 (current version), DICOM (current version), integration of modules (as defined by appropriate authorities / institutions at international level and includes both vertical and horizontal integration), ICD coding (10), drug index etc. in the past and guarantees the KLESH of such features and if any such features are not existing at the moment, Sofscript will include them before the end of seven months from the date of signing of this Agreement.

The crux of this agreement is that The KLESH has agreed to buy the Hospital Information & Management System (KLES-HIMS) software that fulfils its above-mentioned requirements in accordance with its expectations, and Sofscript has agreed to provide such software for the agreed amount. Sofscript being an expert in the field, is in a better position to understand the nature and the difficulties that may come in the way of the development and the implementation of the KLES-HIMS software, is in a better position to visualize, foresee and forewarn the KLESH and is responsible to do so, from time to time, about various hurdles that may come or likely to come during the development and implementation process. Sofscript being the expert in the field takes the responsibility to take the KLESH along, all through the development and implementation of the KLES-HIMS software.

2 Definitions

Definitions as used in this Agreement, the following terms shall have the following meanings:

- 2.1 "KLESH-HIMS" means and includes an executable code of sofscript software, which contains all functionalities/features that may be required by the KLESH, as described in this agreement and as described in Schedule 'A' and Schedule 'B'
- 2.2 "Certified Sofscript Installation Team" shall mean any company or group of individuals certified by Sofscript to make installations of the KLES-HIMS software on behalf of Sofscript from time to time.
- 2.3 "Delivery" shall mean the physical transfer and receipt of Sofscript Programs and, if applicable, KLES-HIMS software protection devices as indicated in this agreement receipt of which is duly signed by KLESH.
- 2.4 "Functional Test" shall mean the test to be performed by Sofscript and KLESH to confirm that Sofscript Programs perform in accordance with this agreement.

ATTESTED

Dr. V.A.K. [Signature]
Registrar
KLE Academy of Higher Education and Research,
(Deemed to be University u/s 3 of the UGC Act, 1956)
Belagavi-590 010, Karnataka

- 2.5 "Go-live" shall mean the day on which Sofscript Programs is first activated, used and true physical data starts recording with user concurrence with his comfortness to use Sofscript programs after due training provided by Sofscript team.
- 2.6 "Hardware" shall mean the hardware, cabling, network infrastructure and other devices specified in Exhibit B ("Recommended Hardware and Third Party Software Specifications").
- 2.7 "Installation Site" shall mean KLESH, Nehru Nagar, Belgaum - 590 010. However, KLESH has full rights to the Application Software i.e. 'KLES-HIMS' as a corporate license and to Install / implement in any / all of its branches. However, installation site for installation and implementation effort to be carried out by Sofscript, as per this agreement, is for one site only.
- 2.8 "Documentation" shall mean the manuals and other printed technical material provided with Sofscript Programs to explain the operation of Sofscript Programs and to aid in the use of Sofscript Programs.
- 2.9 "Integrated Test" shall mean the test to be performed by Sofscript and KLESH to ensure that the KLES-HIMS software functions in accordance with the Documentation and the expectation of the KLESH.
- 2.10 "Interface Software" shall mean the standard or customized computer programs developed by Sofscript, which transfer and translate data between KLESH's other computer systems, equipments and Sofscript Programs.
- 2.11 "Level 1 Nonconformance" shall mean a programming error which causes the KLES-HIMS software or a major component thereof to stop, which renders the KLES-HIMS software or a major component thereof otherwise unsafe or unusable or which results in data corruption.
- 2.12 "Level 2 Nonconformance" shall mean a programming error as a result of which a major component of the KLES-HIMS software does not perform in accordance with the Documentation and for which there is no practical "work-around."
- 2.13 "Level 3 Nonconformance" shall mean any other programming error as a result of which the KLES-HIMS software does not perform in accordance with the Documentation.
- 2.14 "Nonconformance" shall mean a Level 1, Level 2 or Level 3 Nonconformance.

- 2.15 "Parallel Test" shall mean the test performed by Sofscript and KLESH to validate that the data automatically collected by the KLES-HIMS software, is accurate and sufficient as determined by the KLESH.
- 2.16 "Sofscript Programs" shall mean the Executable code of Sofscript KLES-HIMS software programs that are developed, customized, implemented as per this agreement and then the current versions thereof.
- 2.17 "Data Migration" shall mean migrating all the existing live data that is being entered by KLESH till the date of migration which includes all master data, transaction data with maximum amount of fields to be migrated in to new systems for reference purpose.
- 2.18 All the terms which are not defined herein this document will be as per the definitions of the appropriate authorities/institutions at an International level.

3 License Terms

3.1 License:

As per the terms of this agreement, Sofscript hereby grants to KLESH a nonexclusive, nontransferable right to use the KLES-HIMS software and Documentation.

The license granted in this Agreement is for unlimited users through any type of accessing / network media like LAN, WAN, VPN etc. and does not constitute a sale of all or any portion of the KLES-HIMS software or Documentation to KLESH. Sofscript transfers all rights in and to the KLES-HIMS software and Documentation expressly or impliedly granted to KLESH in this Agreement and full title to the KLES-HIMS software, the Documentation and copies thereof.

3.2 Other Terms and Conditions

Copy right : KLESH has personal and non-transferable right to use the KLES-HIMS software as a Corporate license for "KLESH and other hospitals run and managed by Karnataka Lingayat Education Society (KLES), Belgaum". KLESH will not make a copy of the KLES-HIMS software except for the limited purpose of installation and backup at each and any site that is a part of the KLE Society. KLESH will inform Sofscript whenever any other KLE Society hospital site installation is executed.

ATTESTED



Dr. V.A. Kaimali

KLES Hospital & MRC

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



The customized modules in this project KLES-HIMS are grouped and ordered in terms of release schedules. Each customized modules represents one major application area in the HIMS solution. The lists of modules are:

Customized Module	Release	Customized Module	Release
Patient Registration	I	Facility Scheduling	II
In Patient Billing and Cash Handling	I	Equipment Maintenance	II
Out Patient Billing and Cash Handling	I	Maintenance tracker	II
Admissions, Discharges and Transfers	I	Medical Records (current version as it is)	II
Application Systems Security	I	Medical Records Tracking	II
Laboratory Reports	I	Linen and Laundry	II
Doctor's Accounting	I	Attendance and Payroll	II
Night Audit	I	House Keeping	II
Financial Accounting	I	MIS Reporting release II	II
Accounts Payable & Bill passing	I	CSSD	II
MIS Reporting Release I	I	Vehicle Management	II
Pharmacy & Stores	I	Blood Bank	II
Purchase Orders & Indent	I		
Nurse Station (current version as it is)	I		
Doctors Consulting/Case Paper (current version as it is)	I		

SCHEDULE 'B'

Sofscript will present the invoice (s) for the below mentioned amount on successful development and implementation and Go live of each module and duly certified by party of the KLES!!

#	Particulars	Release	License Fee
1	Development and implementation of Interfacing of Mini PACS	II	1 Lakh
2	Development and implementation EMR, Nursing Module, Clinic Management	I	7 Lakhs

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3	Development and implementation HR Module		2 Lakhs
4	Development and implementation Blood Bank Module	I	2 Lakhs
5	Development and implementation Asset Management		2 Lakhs

Payment of Implementation fees for Schedule - 'A'

#	Milestone	Percentage of License Fee (Rs. 25,00,000/-)
1	On contract signing as project initiation fee	30 %
2	On submission and subsequent approval of SRS	20%
3	On Installation, Training and Go live of Release - I	15%
4	On Installation, Training and Go live of Release - II	15%
5	Three Months after Go Live	05%
6	One year after Go Live	15%

Payment of Implementation fees for Schedule - 'B'

#	Milestone	Percentage of License Fee (Rs. 14,00,000/-)
1	On contract signing of Schedule-'A' & 'B' together	05%
2	On initiation of URS for Schedule - 'B'	20%
3	On submission and subsequent approval of SRS	25%
4	On Installation, Training and Go live of Release - I	15%
5	On Installation, Training and Go live of Release - II	15%
6	Three Months after Go Live	05%
8	One year after Go Live	15%

Sofscript will present the invoice (s) for the above amount on the due date as per completion of milestone and duly certified by KLESH

3.4 Taxes

The fee indicated above is net payment due to Sofscript including TDS. Applicable service tax, Sales Tax will be levied by Sofscript as per the latest government notifications. The service tax and sales tax are not included in the project fee.

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Dr. V.A.Kethiwal
Registrar

KLESH data structure matches with Sofscript Data Structure. In the event of any technical infeasibility, Sofscript will inform the valid reasons for such technical infeasibilities. KLESH will then make such technical infeasibilities within a mutually agreed reasonable period. Such migrated data should give a minimum logical meaning and should generate the required report for future reference.

2. Interfacing test shall be comprised of multiple testing cycles utilizing test scripts and cases and shall serve to exercise the device driver to ensure that it functions as per the specification included in the Project Scope and Service Specifications.
3. Integrated test shall be comprised of multiple testing cycles utilizing test scripts and cases and shall serve to exercise the KLES-HIMS software to ensure that it functions with the Documentation. Integrated testing shall include testing of Sofscript Programs, as determined by KLESH network utilization, database tuning, device driver and interface functionality
4. Parallel Test shall be used to validate that the data collected automatically by the KLES-HIMS software is accurate and sufficient as determined by the KLESH.
5. Upon completion of the Parallel Test, Sofscript or its installation designees shall support KLESH in Go-Live activities as per the attached Project Scope and Services Specification and Project Plan. From this point forward KLESH shall use Sofscript Programs to produce the hospital information that includes but not limited to clinical information, management information and legal information and so on.
6. Once functional testing has begun, no enhancements or upgrades to the KLES-HIMS software version will be permitted unless agreed by the KLESH in writing.
7. Milestone/work completion certificate should be issued to Sofscript by KLESH as and when Sofscript intimates KLESH about such work completion and KLESH ascertains such work completion.

4.2 Onsite Implementation Response

During the implementation time period prior to Go-Live, Sofscript shall respond to any Non-conformance issues with respect to the KLES-HIMS software within twenty-four (24) hours of KLESH placing a call or email /fax. Once the degree

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KLES Hospital & MRC

Dr. V.A. Kothiwale
RegistrarKLE Acad
(Deemed-to-be University u/s 3 of the UGC Act, 1956)
Belagavi-590 010, Karnataka

of the Non-conformance has been determined Sofscript shall resolve the same in accordance with the terms of this agreement.

4.3 On site implementation Service Coverage

Sofscript technical service coverage during the implementation phase of this Agreement shall be available during normal business hours. Service issues should be directed to Sofscript Project Manager

4.4 KLES-HIMS software Upgrade

In the event KLESH makes the decision to upgrade to a more current version of the Sofscript's HIMS software prior to the completion of Project Plan, the current Project Scope and Services Specification and Project Plan shall be closed out and new Project Scope and Service Specification and Project Plan, including implementation plan, shall be agreed to including the KLES-HIMS software upgrade as part of the implementation project. Any commercial implication arising as additional effort shall be negotiated by both parties.

5 Maintenance

5.1 Maintenance Fees

Maintenance Fees in exchange for the support to be provided pursuant to this Section during the Maintenance Term, KLESH shall pay to Sofscript an annual Maintenance Fee of 8% of the pro-rated project license fees as per the respective KLES-HIMS software releases for the first year after expiry of warranty period of respective KLES-HIMS software releases and 5% in the subsequent years. The annual Maintenance Fee shall be prorated for any partial calendar year included within the Maintenance Term and shall be paid quarterly as advance for that quarter. The first such payment, for the prospective period of time shall be due after 13 months upon Go-live. Thereafter, the annual Maintenance Fee shall be payable for each calendar year on a quarterly basis as advance for that quarter. Upon any termination of the Maintenance Term, Sofscript shall refund to KLESH pro rata any Maintenance Fee paid with respect to periods following the effective date of such termination.

5.2 Change order Execution.

SOFCRIPT shall execute the paid change orders requested by KLESH only after 12 months of Go live as per the professional fees agreed upon as below :

Professional Fees :-

Sr. No.	Description	Amount
01.	New Transaction processing programs	7,500/-

ATTESTED

(5th) anniversary of such date (the "Initial Period"). After the Initial Period, and each Renewal Period (as defined below), the Maintenance Term shall be automatically renewed for a period of one year (each a "Renewal Period"), unless terminated as per this clause.

6 Nonconformance

6.1 Nonconformance Post Go-Live.

If KLESH discovers any Nonconformance during the Maintenance Term, KLESH may give notice thereof (a "Notice of Non-Conformance") to Sofscript at any time at Sofscript Office.

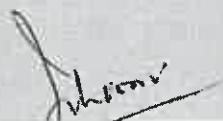
Sofscript's Issue /Defect resolution procedures is as follows :

Defects and related issues are classified under the following severity levels:

Level of severity	Description	Non-conformance level
Desirable KLES-HIMS software non-conformance (In case of change orders only. Not applicable to KLES-HIMS software bugs)	Where the defect/issue is reasonably required by the Customer in the course of day to day operations.	Level 3 Non-conformance
Urgent KLES-HIMS software non-conformance	Where the defect / issue is needed to be rectified / attended to on priority basis and which is required in day to day operations.	Level 2 Non-conformance
Critical KLES-HIMS software non-conformance	Where the defect / issue is of a critical nature whereby the Customer is unable to proceed with the operations and which prevents the Customer from carrying on the day to day operations.	Level 1 Non-conformance

Annexure I-1 and I-2 present the resolution procedures for the above severity levels for two conditions:

- Annexure I-1 - for issue/ defect resolution when Sofscript's Consultant is on site at the time of issue/defect notification.




Kotiwalde
Registrar

- Annexure I-2 - for issue/defect resolution when Sofscript's Consultant is not on site at the time of issue/defect notification

6.2 Authorization

KLESH shall have twenty (20) working days, upon receipt of Sofscript Quotation, to authorize Sofscript to perform the services provided in Sofscript Quotation to the Modification/Change Request.

7 Delivery of Sofscript Programs

Upon contract signing Sofscript will arrange for delivery of Sofscript Programs and, if applicable, software protection devices (collectively the "deliverables") to KLESH. Within ten business days from receipt of the deliverables, KLESH will sign Sofscript Programs Delivery Form, Exhibit C herein, to indicate that KLESH has received and reviewed the deliverables to this Agreement. KLESH shall inform Sofscript within the ten business days of any inconsistency with respect to the deliverables. Acceptance of the KLES-HIMS software shall be subject to signing of Sofscript Programs Delivery Form by KLESH

8 Warranties and Indemnification

1. Each of Sofscript and KLESH hereby represents and warrants to the other
 - i. that it has all necessary corporate power and authority to enter into this Agreement
 - ii. that its execution and delivery thereof has been duly authorized by its Board of Directors and no further or other corporate action is required on its part in connection therewith
 - iii. that it has duly executed and delivered this Agreement; and
 - iv. that this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other laws limiting the rights of creditors generally and general principles of equity.

2. Sofscript shall indemnify KLESH or its stakeholders, directors, officers, employees, agents, successors and/or assigns harmless from and against any and all losses, liabilities, damages, claims, costs, expenses and/or assessments, including attorneys' and other professional fees and costs as well as fines, penalties and/or interest (collectively, "Losses") suffered or incurred by any of them due to any defects in KLES-HIMS. The following are some examples (not exhaustive list) which may result in such losses as a result of :

- i. the failure by Sofscript to comply with or perform any agreement of Sofscript set forth herein;
- ii. any negligence of Sofscript, its agents or employees in connection with the performance of its obligations and/or exercise of its rights hereunder
- iii. any claim made by any third party arising out of a defect in any KLES-HIMS software provided by Sofscript; and/or
- iv. any claim made by any third party to the effect that any KLES-HIMS software when used in its intended manner constitutes a misuse or misappropriation of proprietary information of such third party or infringes any copyright, patent or other proprietary right of such third party. If KLESH shall be permanently enjoined from using the KLES-HIMS software by reason of infringement of any patent, trademark, trade secret or copyright Acts in India, Sofscript shall at its expense:
 1. procure for KLESH the right to continue using the KLES-HIMS software;
 2. Replace or modify the KLES-HIMS software so that it becomes noninfringing.

9 Term

This Agreement shall remain in force until terminated by KLESH as set forth below:

- (1) KLESH shall reimburse to Sofscript project fees with respect to the KLES-HIMS software support effort carried out till the date of termination of this Agreement by KLESH.

10 Source Code :

Sofscript agrees that if it is not capable of providing support to KLESH as per this agreement, for whatsoever reasons, then Source Code for the project will be handed over to the designated management in charge. This source code will be bound by Sofscript's Source Code Agreement. (See annexure of Source code agreement)

11 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Karnataka, without giving effect to any choice of law or conflict provision or rule that would cause the application of the laws of any jurisdiction other than the State of Karnataka.

12 Arbitration

Any dispute in between the parties to this agreement regarding interpretation, execution of any of the clauses of this agreement shall be referred by either of the parties to an arbitrator consisting of two members and the Arbitration Act in force shall be applicable to the arbitration proceedings. Both the parties have to suggest one arbitrator each.

13 Entire Agreement

This Agreement embodies the entire agreement and understanding between Sofscript and KLESH with respect to the KLES-HIMS software License, Implementation and Maintenance, and supersedes all prior negotiations, proposals, agreements and understandings relating to the KLES-HIMS software License, Implementation and Maintenance. There are no warranties, covenants, promises or agreements on the part of either Sofscript or KLESH to the other with respect to the KLES-HIMS software License, Implementation and Maintenance which are not expressly set forth herein.

14 Modification; Waiver

Any modification or amendment of or with respect to any provision of this Agreement or any document delivered pursuant to this Agreement shall not be effective unless it shall be in writing and signed by Sofscript and KLESH. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver thereof, and no waiver shall be effective unless it shall be in writing and signed by the party against whom it is sought to be enforced. Any waiver with respect to any violation of this Agreement shall not constitute a waiver of any other or subsequent violation.

15 Notice

Notice, requests, demands and other communications shall be deemed to have been duly given to Sofscript or KLESH, as the case may be, when hand delivered including, without limitation, by courier or overnight delivery service, when sent by facsimile (transmission confirmed), or five (5) days after being mailed, certified or registered mail, with postage prepaid addressed to

its address as set forth below. Either Sofscript or KLESH may change its address for notices at any time by notice to the other given in the manner provided in this Section. Notice may be given to Sofscript and KLESH at the following:

The Director / General Manager
Sofscript Systems & Services Ltd.
44 A, Navketan, Industrial Estate,
Mahakali Caves Road, Andheri (East),
Mumbai - 400 093

Medical Director & Chief Executive
Officer
KLESH & Medical Research Centre,
Nehru Nagar
Belgaum

16 Publicity

Each party agrees not to (i) display or not to disseminate any publication, advertisement, press release or other materials that may use or display the trade names or trademarks of the other party or otherwise identify the other party or (ii) disclose the terms of this Agreement, its existence, or the relationship between the parties resulting from this Agreement, without the other party's prior written approval.

IN WITNESS WHEREOF, the undersigned have executed this KLES-HIMS software Agreement as of this thirtieth day of November, 2005.

For KLESH & Medical Research Centre
By: Dr. M.V. Jali, Medical Director & CEO

For Sofscript
By: Ms. Viloo Williams
General Manager

Witness 1.

Witness 2.

(ARUN GORALE)
(J.M. Menawalli)

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 licensor.

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 any 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 such tax to the taxing authorities. TCS shall submit invoices to the 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 billing period specified in Schedule 4. If any invoice remains unpaid after the aforesaid period, TCS shall be entitled to recover one unpaid invoice 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 standards set out in Schedule 2. Notwithstanding the aforesaid, the Services provided by TCS free of charge or otherwise, 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 REPRESENTATIONS OR 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.

Deemed-to-be
University of Higher Education and Research

H.D.F.C Bank 1700171, Fort Branch
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MEMBER
Registrar
KLE Academy of Higher Education and Research,
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)
Belagavi-590 010, Karnataka

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.

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REGISTRAR Registration

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

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=NyGNnl.HkaAcF>. 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>Venugswamy Ramaswamy</u>
Title: _____	Title: <u>Global Head - TCS ION</u>
Date: _____	Date: <u>31/12/2018</u>

(TCS Proprietary and Confidential)



Dr. V.A Kuthiwale
Registrar
KLE University of Higher Education and Research,
Belagavi-590 010, Karnataka

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.

ATTESTED

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

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REGISTRAR

KLE Academy of Higher Education

SCHEDULE 1
CONTRACT DETAILS

A. The details of the Customer are as follows:

<u>Company Name</u>	<u>Registered office address</u>	<u>Details of Contact person</u>	
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

<u>Contract Term</u>	<u>Effective Date</u>	<u>Service Commencement Date</u>
3 years from Service Commencement Date	15-SEPTEMBER-2018	15-SEPTEMBER-2018

ATTESTED

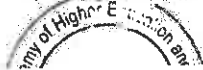


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SCHEDULE 2

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/doi.com/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).

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Belagavi-590 010, Karnataka

- 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	1-800-209-8030
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 / 81358288

Customer Single Point of Contact:

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

VI. Target Environment :

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Dr. V.A.Kothiwale
Registrar
KLE Academy of Higher Education and Research
(Deemed-to-be-University of the UGC (1956))
Belagavi-590 114, Karnataka



[Handwritten signature]

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

ATTESTED


Dr. V.A.Kothiwale
Registrar



(TCS Proprietary and Confidential)
K J Somaiya Institute of Higher Education and Research,
University u/s 3 of the UGC Act, 1956
Belagavi-590 010, Karnataka



REGISTRAR

SCHEDULE 3

Licensing Terms for TCS Application System

**APPENDIX- I 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 any 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 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, sublicense, 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)




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



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.

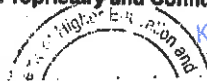
KLE University ("Customer")	Tata Consultancy Services Ltd. ("TCS")
By: _____	By: 
Name: _____	Name: <u>Venkateswamy Ramaswamy</u>
Title: _____	Title: <u>Global Head - TCS ION</u>
Date: _____	Date: <u>31/12/2018</u>

ATTESTED



Dr. V.A. Kothiwale
Registrar

(TCS Proprietary and Confidential)



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



SCHEDULE 4
FEEES FOR SERVICES

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

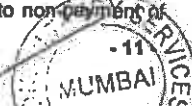
- All the mentioned charges are exclusive of taxes and duties.
- The Customer will make the payment within 30 days from the date of invoice. TCS prefers electronic mode of payment.
- These prices are applicable for locations in India only and for a single instance in the data center.
- The price quoted 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)



Dr. V.A. Kottwale
Registrar

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

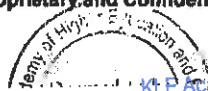


Invoices, customer data will be retained for 90 days, within which customer is expected to clear all the outstanding invoices and request for the data and TCS will provide the same in CSV or XLS format. TCS may start contract renewal discussions 30 days in advance of contract expiry. It is expected that 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 stationary 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)



ATTESTED

[Signature]
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

[Signature]

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

ATTESTED

[Signature]
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

(TCS Proprietary and Confidential)



[Handwritten initials]

[Handwritten signature]



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,
JNMCCampus, 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

2

15604714322

ATTESTED

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

Experience certainty,

IT Services
Business Solutions
Consulting



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

Handwritten signature and initials

ATTESTED

REGISTRAR

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

Handwritten notes:
reduced
22/11/18

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS\165\19-20	2-Mar-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Registrar KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

Sl No.	Description of Goods and Services	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally.Net Subscriptions Services 1) KLE Society tally slno:712464120 silver 2)KLE Ayurveda Aushadhalaya tally sl no:715158072 3)K. L. E. Society's College of Pharmacy tally sl no:732020940 4)SHRI BALKRISHNA AYURVED MAHAVIDYALAYA tally sl no:752020938 5)K.L.E.SOCIETYS AYURVED HOSPITAL tally sl no:752022198 6)K.L.E.SOCIETYS INSTITUTE OF PHYSIOTHERAPY tally sl no:772022196 7)KLE College of Pharmacy tally sl no:782464104	997331	7 nos	7 nos	3,600.00	nos	50 %	12,600.00
2	Tally Software Services Tss Gold The Principal KLE Society's Institute of Dental Sciences, Tally no :781069599 gold	998313	1 nos	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%					9 %		18,000.00
	Output SGST@9%					9 %		1,620.00
	Total		8 nos	8 nos				₹ 21,240.00

E. & O.E

Amount Chargeable (In words)

INR Twenty One Thousand Two Hundred Forty Only

Taxable Value	Central Tax		State Tax		Total Tax Amount
	Rate	Amount	Rate	Amount	
18,000.00	9%	1,620.00	9%	1,620.00	3,240.00
Total:		1,620.00		1,620.00	3,240.00

Tax Amount (In words) : **INR Three Thousand Two Hundred Forty Only**

Company's PAN : **BYIPM0748Q**

Declaration

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Customer's Seal and Signature

Company's Bank Details

Bank Name : **Canara Bank**

A/c No. : **0557201001321**

Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

for **MATTE TECHNOLOGIES**

ATTESTED

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147881179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS\129\19-20	1-Jan-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
YELLUR BELAGAVI
State Name : Karnataka, Code : 29

SI No.	Description of Services	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally.Net Subscriptions Services	997331	1 nos	1 nos	3,600.00	nos		3,600.00
	Output CGST@9%					9 %		324.00
	Output SGST@9%					9 %		324.00
Total			1 nos	1 nos				₹ 4,248.00

Amount Chargeable (in words) E. & O.E
INR Four Thousand Two Hundred Forty Eight Only

Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
3,600.00	9%	324.00	9%	324.00	648.00
Total:		324.00		324.00	648.00

Tax Amount (in words) : **INR Six Hundred Forty Eight Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**


For MATTE TECHNOLOGIES

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE

 MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales & Services #House No :31/a Malaprabha Nagar Vadgaon Belagavi Office Address 4th Cross Bharat Nagar Vadgaon Shahapur Belagavi GSTIN/UIN: 29BYIPM0748Q1ZL State Name : Karnataka, Code : 29 Contact : 9242279222/9147961179 E-Mail : mahira_techsolutions@yahoo.in	Invoice No.	Dated
	MTS/16/20-21	21-May-2020
	Delivery Note	Mode/Terms of Payment
	Supplier's Ref.	Other Reference(s)
	Buyer's Order No.	Dated
	Despatch Document No.	Delivery Note Date
Despatched through	Destination	
Terms of Delivery		

Buyer
The Principal of JNMC
 Belagavi
 State Name : Karnataka, Code : 29

Sl No.	Description of Goods	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally Software Services Tss Gold tally sl no:771050916	998313	1 nos	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%					9 %		486.00
	Output SGST@9%					9 %		486.00
Total			1 nos	1 nos				₹ 6,372.00

Amount Chargeable (in words)
INR Six Thousand Three Hundred Seventy Two Only

	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
	5,400.00	9%	486.00	9%	486.00	972.00
Total:	5,400.00		486.00		486.00	972.00


Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
 We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Customer's Seal and Signature

Company's Bank Details
 Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**


 Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
 This is a Computer Generated Invoice

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

TAX INVOICE

 MATTE TECHNOLOGIES - 2018-21 Tally Expert Partner & Computer Sales & Services Bharat Nagar 4th Cross Shahapur Belagavi 31/a Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPM0748Q1ZL State Name : Karnataka, Code : 29 Contact : 9242376222/8147861179 E-Mail : mahira_techsolutions@yahoo.in	Invoice No.	Dated
	MTS\137\20-21	4-Nov-2020
Buyer The Registrar KLE University Nehru Nagar Belagavi State Name : Karnataka, Code : 29 Place of Supply : Karnataka	Delivery Note	Mode/Terms of Payment
	Supplier's Ref.	Other Reference(s)
	Buyer's Order No.	Dated
	Despatch Document No.	Delivery Note Date
	Despatched through	Destination
Terms of Delivery		

Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity		Rate	per	Disc. %	Amount
				Shipped	Billed				
1	Tally Software Services Tss Gold Tally 742106124	998313	18 %	1 nos	1 nos	5,400.00	nos		5,400.00
	Output CGST@9%								486.00
	Output SGST@9%								486.00
Total									₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
 Terms & Conditions :
 1. Once the goods sold cannot be taken back or exchanged.
 2. products carry manufactures warranty as per their terms & conditions.
 3. No warranty for damaged, burnt, track cut items.
 4. Interest @24% PA On overdue payment 5. Min Rs.500/- will be charged on cheque return.

Customer's Seal and Signature

Company's Bank Details
 Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **VADGAON BELAGAVI & CNRB0005299**

for MATTE TECHNOLOGIES - 2018-21

 Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
 This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES - 2018-21
 Tally Expert Partner & Computer Sales & Services
 Bharat Nagar 4th Cross Shahaapur Belagavi
 31/a Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS138/20-21	Dated 4-Nov-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES
 Belagavi
 State Name : Karnataka, Code : 29
 Place of Supply : Karnataka

Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity		Rate	per	Disc. %	Amount
				Shipped	Billed				
1	Tally Software Services Tss Gold	998313	18 %	1 nos	1 nos	5,400.00	nos		5,400.00
	<i>Output CGST@9%</i>								486.00
	<i>Output SGST@9%</i>								486.00
Total				1 nos	1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
 Terms & Conditions :
 1. Once the goods sold cannot be taken back or exchanged.
 2. products carry manufactures warranty as per their terms & conditions.
 3. No warranty for damaged, burnt, track cut items.
 4. Interest @24% PA On overdue payment. 5. Min Rs.500/- will be charged on cheque return.

Company's Bank Details
 Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **VADGAON BELAGAVI & CNRB0005299**


Customer's Seal and Signature for **MATTE TECHNOLOGIES - 2018-21**

[Signature]
 Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
 This is a Computer Generated Invoice

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

TAX INVOICE

 MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales & Services #House No :31/a Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPM0748Q1ZL State Name : Karnataka, Code : 29 Contact : 9242376222/8147861179 E-Mail : mahira_techsolutions@yahoo.in	Invoice No.	Dated	
	MTS\86/19-20 Delivery Note	31-Oct-2019	Mode/Terms of Payment
Buyer K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES Belagavi State Name : Karnataka, Code : 29	Supplier's Ref.	Other Reference(s)	
	Buyer's Order No.	Dated	
	Despatch Document No.	Delivery Note Date	
	Despatched through	Destination	
	Terms of Delivery		

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:772020936	998313	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%						486.00
	Output SGST@9%						486.00
Total							₹ 6,372.00

Amount Chargeable (In words) E. & O.E
INR Six Thousand Three Hundred Seventy Two Only

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total			486.00		486.00	972.00

Tax Amount (In words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : BYIPM0748Q Declaration We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.	Company's Bank Details Bank Name : Canara Bank A/c No. : 0557201001321 Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000857 for MATTE TECHNOLOGIES
---	--


Customer's Seal and Signature

ATTESTED
 Authorised Signatory

(Signature)
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

SUBJECT TO BELAGAVI JURISDICTION
 This is a Computer Generated Invoice

TAX INVOICE

 MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales & Services #House No :31/a Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPM0748Q1ZL State Name : Karnataka, Code : 29 Contact : 9242376222/8147861178 E-Mail : mahira_techsolutions@yahoo.in	Invoice No.	Dated
	MTS\86/19-20	31-Oct-2019
Buyer K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES Belagavi State Name : Karnataka, Code : 29	Delivery Note	Mode/Terms of Payment
	Supplier's Ref.	Other Reference(s)
	Buyer's Order No.	Dated
	Despatch Document No.	Delivery Note Date
	Despatched through	Destination
Terms of Delivery		

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:772020936	998313	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%					9 %	486.00
	Output SGST@9%					9 %	486.00
Total							₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00


Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : BYIPM0748Q	Company's Bank Details
Declaration We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.	Bank Name : Canara Bank A/c No. : 0557201001321 Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557
Customer's Seal and Signature	for MATTE TECHNOLOGIES
	ATTESTED Authorized Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE

 MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales & Services #House No :31/a Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPM0748Q1ZL State Name : Karnataka, Code : 29 Contact : 9242376222/8147861179 E-Mail : mahira_techsolutions@yahoo.in	Invoice No.	Dated
	MTS/73/19-20	3-Oct-2019
Buyer The Registrar KLE University Nehru Nagar Belagavi State Name : Karnataka, Code : 29	Delivery Note	Mode/Terms of Payment
	Supplier's Ref.	Other Reference(s)
	Buyer's Order No.	Dated
	Despatch Document No.	Delivery Note Date
	Despatched through	Destination
Terms of Delivery		

Sl No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:742106124	998313	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%					9 %	486.00
	Output SGST@9%					9 %	486.00
Total			1 nos				₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00


Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : BYIPM0748Q	Company's Bank Details
Declaration We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.	Bank Name : Canara Bank A/c No. : 0557201001321 Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557
Customer's Seal and Signature	for MATTE TECHNOLOGIES ATTESTED Authorized Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE

	MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales & Services #House No :31/a Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPM0748Q1ZL State Name : Karnataka, Code : 29 E-Mail : mahira_techsolutions@yahoo.in	Invoice No. MTS13118-19	Dated 6-Apr-2019				
		Delivery Note	Mode/Terms of Payment				
		Supplier's Ref.	Other Reference(s)				
Buyer The Principal of JNMC Belagavi State Name : Karnataka, Code : 29		Buyer's Order No.	Dated				
		Despatch Document No.	Delivery Note Date				
		Despatched through	Destination				
Terms of Delivery							
SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally GOLD No:771050916 Output CGST@9% Output SGST@9%	998313	1 nos	5,400.00	nos		5,400.00 486.00 486.00
Total			1 nos				₹ 6,372.00 E. & O.E
Amount Chargeable (in words) INR Six Thousand Three Hundred Seventy Two Only							
HSN/SAC		Taxable Value	Central Tax		State Tax		Total Tax Amount
			Rate	Amount	Rate	Amount	
998313		5,400.00	9%	486.00	9%	486.00	972.00
Total		5,400.00		486.00		486.00	972.00
Tax Amount (in words) : INR Nine Hundred Seventy Two Only							
Company's PAN : BYIPM0748Q		for MATTE TECHNOLOGIES					
Declaration We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.		Authorised Signatory					

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

ATTESTED



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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS\133\18-19	Dated 31-Jan-2019
Delivery Note	Mode/Terms of Payment
Supplier's Ref. 1	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Registrar KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

Sl No.	Description of Goods and Services	HSN/SAC	Quantity	Rate	per	Disc. %	Amount		
1	Tally Software Services Tss Gold V.K.Institute of Dental Sciences Bgm Tally SI No:781069599	998313	1 nos	5,500.00	nos		5,500.00		
2	Tally.Net Subscriptions Services College of Pharmacy Belagavi 1)Tally SI No:732020940 College of Pharmacy Hubballi 2) Tally SI No:712464120 College of Pharmacy Bengaluru 3)Tally SI No:782464104 Institute of Physiotherapy Belagavi 4)Tally SI No:772022196 Shri B M K Ayurveda Mahadyalaya Bgm 5)Tally SI No:752020938 Ayurveda Hospital Belagavi 6)Tally SI No:752022198 Aushalayalaya Belagavi 7) Tally SI No:715158072	997331	7 nos	1,900.00	nos		13,300.00		
3	Repair and Service Charge Tally Renewal Service Charge Under NGO	85177090					350.00		
							19,150.00		
							Output CGST@9%	9 %	1,723.50
							Output SGST@9%	9 %	1,723.50
Total			8 nos				₹ 22,597.00		

Amount Chargeable (in words) **INR Twenty Two Thousand Five Hundred Ninety Seven Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,500.00	9%	495.00	9%	495.00	990.00
997331	13,300.00	9%	1,197.00	9%	1,197.00	2,394.00
85177090	350.00	9%	31.50	9%	31.50	63.00
Total	19,150.00		1,723.50		1,723.50	3,447.00

Tax Amount (In words) : **INR Three Thousand Four Hundred Forty Seven Only**

Company's PAN : **BYIPM0748Q**

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
for MATTE TECHNOLOGIES

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

ATTESTED
Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Buyer
KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
YELLUR BELAGAVI
State Name : Karnataka, Code : 29

Invoice No. MTS\109\18-19	Dated 20-Dec-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

SI No.	Description of Goods	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally ERP9 Silver TaLLY SNO:796605930 KEY NO:GZKMER6EX	18 %	1 nos	16,525.42	nos		16,525.42
	Output CGST@9%					9 %	1,487.29
	Output SGST@9%					9 %	1,487.29
Total			1 nos				₹ 19,500.00

Amount Chargeable (In words)
INR Nineteen Thousand Five Hundred Only E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
997331	16,525.42	9%	1,487.29	9%	1,487.29	2,974.58
Total	16,525.42		1,487.29		1,487.29	2,974.58

Tax Amount (In words) : **INR Two Thousand Nine Hundred Seventy Four and Fifty Eight paise Only**

Company's PAN : **BYIPM0748Q**
 Declaration: We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
 Customer's Seal and Signature

Company's Bank Details
 Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
 for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
This Is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. **MTS/74/18-19** Dated **4-Oct-2018**
Delivery Note Mode/Terms of Payment

Supplier's Ref. Other Reference(s)

Buyer
Principal Kaher Institute of Nursing College
Belagavi
State Name : Karnataka, Code : 29

Buyer's Order No. Dated

Despatch Document No. Delivery Note Date

Despatched through Destination

Terms of Delivery

Sl No.	Description of Goods	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally No77202936	18 %	1 nos	5,400.00	nos		5,400.00
	Output CGST@9%						486.00
	Output SGST@9%						486.00
Total							₹ 6,372.00

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Company's Bank Details

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
for **MATTE TECHNOLOGIES**

Customer's Seal and Signature

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS51\18-19	Dated 28-Aug-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
Principal Kaher Institute of Phyiothraphy
Belgaum
State Name : Karnataka, Code : 29

SI No.	Description of Services	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount	
1	Repair and Service Charge <i>Tally Software Services and Top File Mapping</i>	85177090	18 %	1 nos	1,500.00	nos		1,500.00	
	Output CGST@9%							135.00	
	Output SGST@9%							135.00	
Total								1 nos	₹ 1,770.00

Amount Chargeable (In words)

INR One Thousand Seven Hundred Seventy Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
85177090	1,500.00	9%	135.00	9%	135.00	270.00
Total	1,500.00		135.00		135.00	270.00

Tax Amount (In words) : **INR Two Hundred Seventy Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
for **MATTE TECHNOLOGIES**

ATTESTED

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/9147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. **MTS\50\18-19**
Dated **28-Aug-2018**
Delivery Note
Mode/Terms of Payment

Supplier's Ref.
Other Reference(s)

Buyer's Order No.
Dated

Despatch Document No.
Delivery Note Date

Despatched through
Destination

Terms of Delivery

Buyer
The Register KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

SI No.	Description of Goods	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount	
1	Tally Software Services Tss Gold Tally SI No:7242106124	998313	18 %	1 nos	5,400.00	nos		5,400.00	
	Output CGST@9%							486.00	
	Output SGST@9%							486.00	
Total								1 nos	₹ 6,372.00

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Customer's Seal and Signature

Company's Bank Details

Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

QUOTATIONS

(DUPLICATE FOR SUPPLIER)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242378222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS\44\18-19	21-Aug-2018
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Register KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

SI No.	Description of Services	HSN/SAC	GST Rate	Quantity	Rate	per	Disc. %	Amount
1	Tally.Net Subscriptions Services Tally NGO 50% Discount Tally GOLD No:742106124 At Rs 5400 + GST Extra	997331	18 %	1 nos	10,800.00	nos	50 %	5,400.00
2	Repair and Service Charge One Site Visit Installations Charges GST Extra	85177090	18 %	1 nos	850.00	nos		850.00
								6,250.00
								9 %
								562.50
								9 %
								562.50
Total				2 nos				₹ 7,375.00

Amount Chargeable (in words)

INR Seven Thousand Three Hundred Seventy Five Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
997331	5,400.00	9%	486.00	9%	486.00	972.00
85177090	850.00	9%	76.50	9%	76.50	153.00
Total	6,250.00		562.50		562.50	1,125.00

Tax Amount (in words) : **INR One Thousand One Hundred Twenty Five Only**

Company's PAN : **BYIPM0748Q**

Company's Bank Details

Bank Name : **Canara Bank**
A/c No. : **0557201001321**

Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Customer's Seal and Signature

ATTESTED

Dr. V.A. Kothiwale
Registrar

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE

Original

15/03/2019

Reidus Technologies Pvt. Ltd.
Dwarakavasa Road, 7th Main
Bharath Nagar 1st Stage
Bangalore - 560091
Tel : 9900947781
Email ID: harshal@reidus.in

Invoice No:
RTPL/JNMU/LCS/03/203

Dated :

Delivery Note:

Mode of
Payment :

RTGS

Supplier's Ref :

Other

self

Reference(s)

Buyer's Order No : KLEU/Accs/16-17/D-804

Dated :

25th Nov 2016

Dispatch Document No :
NA

Dated :

NA

Dispatched through:

Destination:

Belagavi

Contact Name
Contact Number

Dr. A.P Hogade
9480397727

Sl no	Description of Goods	UOM	Qty	Rate / Unit	Amount
1	Impartus Lecture Capture Solutions 3rd Year Service HSN / SAC Code - 9973		1	399,168.00	399,168.00
<p>The above soln has been provided to Anatomy/Physiology/Pathology/Pharmacology Hall & 250 sitting capacity (Hospital) Lecture hall & Server at Server room, 2nd floor, J.N.Medical College, Belagavi are working satisfactorily</p>					

MR. SANJEEV M. PATIL
Network Engineer
Department of Medical Education
J. N. Medical College, Belagavi-10.

SGST @ 9%	35,925.12
CGST @ 9%	35,925.12
Total	471,018.24
Round up	0.76
Grand Total	471,019

(In Words) Four Lakhs Seventy One Thousand Nineteen Rupees Only

E.&O.E

Company's GST : 29AAHCR6561P12H
Company's PAN : AAHCR6561P
Company's TIN : 29591338142
Company's TAN : BLRR14299F
State Code : 29

Terms & Conditions :

- 1 Payment : Immediate
- 2 All the disputes are subjected to the Bangalore Jurisdiction only.
- 3 Cheque 's / DD's / RTGS in favour of " REIDUS TECHNOLOGIES PVT. LTD."
- 4 Bank Details : State Bank of India / Bharath Nagar Branch / Account no. - 356 375 843 24 / IFSC code - SBIN0005195 / Bangalore - 560091

Declaration :

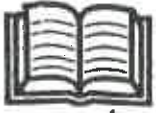
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

ATTESTED For Reidus Technologies Pvt. Ltd.

Dr. V.A. Kathiwale
Registar

Authorised Signatory.

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



Easylib

Library Automation Services

www.easylibsoft.com
A Unit of Infonics Software Pvt. Ltd.

45, 7th Cross,
P. R. Layout, Murgeshpalya,
Bangalore - 560 017, India.
Ph. : 5086606 / 5200271
E-mail: vasu@infonics.com
Cell: 98440 81710

Unit of Infonics Software Pvt. Ltd.
Bangalore - 560 017, India.
Ph. : 5086606 / 5200271

INVOICE/BILL

Easylib Library Automation Services Unit of Infonics Software Pvt. Ltd. 45, 2nd Cross, P.R.Layout Murgeshpalya BANGALORE-560 017 Ph: 080-508-8606, 520-0271	Invoice No. EASYLIB/2001-02/08/01	Dated 7-Sep-02	
	Buyer's Order No. MDC/Lib/98	Dated 22-May-02	
CUSTOMER: Principal J.N.Medical College Belgaum-590010	Delivery Mode Personal visits	Destination Belgaum	
	Description of Goods	Quantity	Unit Cost
Easylib Multi User Software License Software to automate the library operations with functions described in the brochure and quotation.	1	50,000	50,000
4% Tax as per the Karnataka Sales Tax		2,000	2,000
Total Amount in Rs.			52,000
First Installment already paid			20,000
Second Installment to be Paid Rs.			32,000

Amount Chargeable (in Words)
Thirty Two Thousand
Only
Please make the cheque payable to
Infonics Software Pvt. Ltd.

Remarks:
The Software Installed
The Training Provided to the
Library Staff.

KST NO.95322588
CST NO.95372581
IEC CODE : 0798008041

Signature & Date



ATTESTED

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

Easylib Software Private Limited

No. 1147/B, 1st Floor, 18th 'B' Main Road,
Behind National Public School, 5th Block, Rajajinagar,
Bangalore - 560010. INDIA



+91-80-2315 3279 | +91 97422-04624 / +91 98440-81710
info@easylibsoft.com | www.easylibsoft.com | easylib.net

Tax Invoice

INVOICE TO
The Registrar
KLE Academy of Higher
Education Research
Nehru Nagar
Belagavi, Karnataka 590010
India
State Code: 29

SHIP TO
Jawaharlal Nehru Medical
College(C0024)
JNMC KLE University Campus,
Nehru Nagar
Belgaum, Karnataka 590010
India
State Code: 29

INVOICE NO. ESPL/1/2019-20/199
DATE 31/01/2020
DUE DATE 31/01/2020
TERMS Due on receipt

PLACE OF SUPPLY
29 - Karnataka

NO	ACTIVITY	UNIT	QTY	RATE	AMOUNT
1	Easylib Web Version License:Easylib 6.2a Web Version Easylib 6.2a Web Version License for JNMC as per Purchase Order KAHER/PO/19-20/D dated 13th January 2020		1	1,50,000.00	1,50,000.00

Kindly issue Cheque/DD in favor of Easylib Software Pvt. Ltd. payable at
Bengaluru

STIN No. : 29AAACI4648D1ZM

PAN No. : AAACI4648D

Bank :Axis Bank Ltd

Account No:913020054279008

IFSC No:UTIB0000693

Branch: Majestic

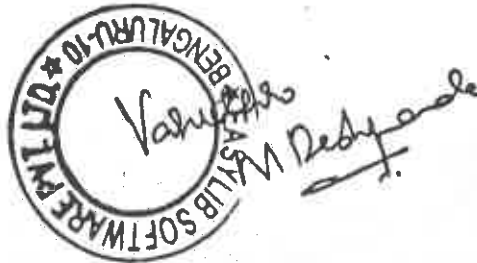
Bank : IDFC Bank

Ac/No: 10010830399

IFSC Code:IDFB0080151

Branch: Bangalore Residency Road

SUBTOTAL 1,50,000.00
CGST @ 9% on 150000.00 13,500.00
SGST @ 9% on 150000.00 13,500.00
TOTAL 1,77,000.00
BALANCE DUE ₹1,77,000.00



ATTESTED

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

22



TAX INVOICE

To,
KLES DR. PRABHAKAR KORE HOSPITAL & MRC
 Nehru Nagar,
 Belgaum

Karnataka-590010
GST TIN : 29AAATK2644N6Z3
 Location :

Invoice No. **SOFT000409**
 Invoice Date **01/11/2017**
 P.O. No. **4100347**
 P.O. Date
 Our GST TIN. **27AAICS0042F1ZO**

No.	Particulars	SAC/HSN	Amount
01	Spine HRMS Suite Additional 1500 Emp License	997331	225,000.00
			225,000.00
Add : I G S T - 18 %			40,500.00
Total Bill Value :			265,500.00

**KLES PRABHAKAR KORE
 HOSPITAL & MRC.,
 BELGAUM-10.**

22 DEC 2017

Gen. Stores *[Signature]*

ADVANCE PAID

Rupees Two Lac Sixtyfive Thousand Five Hundred Only

BANK NAME: HDFC BANK , Goregaon W Br, Mumbai- 400062
 Bank Account no. CA : 03222020000130 NEFT/RTGS NO. : HDFC0000322

PAN No. : AAICS 0042 F
 For **SPINE TECHNOLOGIES (I) PVT.LTD.**

We hereby certify that Particular given above are true and correct.

[Signatures]

**Authorised Signatory
 E. & O. Belgaum**

KLES Dr. Prabhakar Kore Hospital & MRC - Belgaum.

ATTESTED

**Dr. V.A.Kothiwale
 Registrar**

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

Spine Technologies (I) Pvt., Ltd. **KLES Dr. Prabhakar Kore Hospital & MRC, Belagavi - 10.**
 407-408, 4th Floor Ddefinity Plot

Receiver's Signature with Stamp
 call +91 22 42132248
 sales@spinetechologies.com

Chq. No. **706330**
 Date **02-01-2018**

Rs. 130247=10

I.S.R. No. 41:00265
Instrument / Equipment Ledger No. _____
Furniture & Dead Stock Ledger No. _____
Consumable Articles Ledger No. _____
Other Articles Dead Stock Ledger No. _____
Checked & Found Correct _____
Passed for Payment of Rs. 2,65,500.00

Initial of NS
Store Keeper
Date 22/12/17

Dept. Incharge Initial
Department Computer & peripheral

ADVANCE PAID

Advance paid for Rs. 1,35,253/- vide cheque no. 704687 dt 12/10/17.

Balance Rs. 1,30,247/- →

ATTESTED



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

Government of Karnataka

Registration & Stamps Department

Certified that a sum of Rs. 50/- (Rupees Fifty only) has been paid towards Karnataka Stamp duty by Sri/Smt. MEDICAL DIRECTOR AND CHIEF EXECUTIVE KLE'S HMRC

s/d/w/o _____ residing at FOR STATE BANK OF MYSORE

Br. Name :

BELGAUM BRANCH

Date :

25 NOV 2005

[Signature]

Manager
Authorized Agent to collect stamp duty on behalf of Government of Karnataka

WHEREAS Sofscript has agreed to accept the sum of Rs.14,00,000/- (Rupees Fourteen lakhs only) for development and implementation of integrated modules described in Schedule "B" of this agreement. Purchase and implementation of modules described in schedule "B" will be on the entire satisfaction of the KLESH with the customization and implementation of module described in schedule "A"

WHEREAS the technical terms used in this agreement are defined in clause 2 of this agreement for sake of convenience of both the parties. All technical terms that are not defined in clause 2 will be as per the definitions of the appropriate Authorities / Institutions at International level.

WHEREAS Sofscript made KLESH to believe that it is an expert in the field of developing and implementing Hospital Information & Management System (HIMS) software as described in Schedule "A" & "B", in various hospitals. It is presumed that Sofscript is aware of the issues involved in implementation of such software in various hospitals.

WHEREAS the KLESH is a 1500 bed super specialty hospital dealing with various critical cases day-in and day-out. At the moment the average inpatient occupancy is about 800 patients and it examines about 800 outpatients per day. The various functioning systems at the KLESH are very delicately balanced and any disturbances in its functional systems have a lot of implications and Sofscript being an experienced player in this field understands all these implications very clearly. The KLESH is in need of Hospital Information & Management System (HIMS) software that not only fulfils all its existing functionalities but also further enhances such functionalities, management practices, clinical practices, research activities, reporting mechanisms and other hospital related functionalities.

ATTESTED

[Signature]

Dr. V.A. Kothiwale

WHEREAS Sofscript has communicated to The KLESH that its HIMS software has various advanced features like HL7 (current version), DICOM (current version), integration of modules (as defined by appropriate authorities / institutions at international level and includes both vertical and horizontal integration), ICD coding (10), drug index etc. in the past and guarantees the KLESH of such features and if any such features are not existing at the moment, Sofscript will include them before the end of seven months from the date of signing of this Agreement.

The crux of this agreement is that The KLESH has agreed to buy the Hospital Information & Management System (KLES-HIMS) software that fulfils its above-mentioned requirements in accordance with its expectations, and Sofscript has agreed to provide such software for the agreed amount. Sofscript being an expert in the field, is in a better position to understand the nature and the difficulties that may come in the way of the development and the implementation of the KLES-HIMS software, is in a better position to visualize, foresee and forewarn the KLESH and is responsible to do so, from time to time, about various hurdles that may come or likely to come during the development and implementation process. Sofscript being the expert in the field takes the responsibility to take the KLESH along, all through the development and implementation of the KLES-HIMS software.

2 Definitions

Definitions as used in this Agreement, the following terms shall have the following meanings:

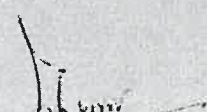
- 2.1 "KLESH-HIMS" means and includes an executable code of sofscript software, which contains all functionalities/features that may be required by the KLESH, as described in this agreement and as described in Schedule 'A' and Schedule 'B'
- 2.2 "Certified Sofscript Installation Team" shall mean any company or group of individuals certified by Sofscript to make installations of the KLES-HIMS software on behalf of Sofscript from time to time.
- 2.3 "Delivery" shall mean the physical transfer and receipt of Sofscript Programs and, if applicable, KLES-HIMS software protection devices as indicated in this agreement receipt of which is duly signed by KLESH.
- 2.4 "Functional Test" shall mean the test to be performed by Sofscript and KLESH to confirm that Sofscript Programs perform in accordance with this agreement.

ATTESTED



Dr. V.A. Kotriwale
KLES Hospital & MRC

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



- 2.5 "Go-live" shall mean the day on which Sofscript Programs is first activated, used and true physical data starts recording with user concurrence with his comfortness to use Sofscript programs after due training provided by Sofscript team.
- 2.6 "Hardware" shall mean the hardware, cabling, network infrastructure and other devices specified in Exhibit B ("Recommended Hardware and Third Party Software Specifications").
- 2.7 "Installation Site" shall mean KLESH, Nehru Nagar, Belgaum - 590 010. However, KLESH has full rights to the Application Software i.e. 'KLES-HIMS' as a corporate license and to Install / implement in any / all of its branches. However, installation site for installation and implementation effort to be carried out by Sofscript, as per this agreement, is for one site only.
- 2.8 "Documentation" shall mean the manuals and other printed technical material provided with Sofscript Programs to explain the operation of Sofscript Programs and to aid in the use of Sofscript Programs.
- 2.9 "Integrated Test" shall mean the test to be performed by Sofscript and KLESH to ensure that the KLES-HIMS software functions in accordance with the Documentation and the expectation of the KLESH.
- 2.10 "Interface Software" shall mean the standard or customized computer programs developed by Sofscript, which transfer and translate data between KLESH's other computer systems, equipments and Sofscript Programs.
- 2.11 "Level 1 Nonconformance" shall mean a programming error which causes the KLES-HIMS software or a major component thereof to stop, which renders the KLES-HIMS software or a major component thereof otherwise unsafe or unusable or which results in data corruption.
- 2.12 "Level 2 Nonconformance" shall mean a programming error as a result of which a major component of the KLES-HIMS software does not perform in accordance with the Documentation and for which there is no practical "work-around."
- 2.13 "Level 3 Nonconformance" shall mean any other programming error as a result of which the KLES-HIMS software does not perform in accordance with the Documentation.
- 2.14 "Nonconformance" shall mean a Level 1, Level 2 or Level 3 Nonconformance.

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- 2.15 "Parallel Test" shall mean the test performed by Sofscript and KLESH to validate that the data automatically collected by the KLES-HIMS software, is accurate and sufficient as determined by the KLESH.
- 2.16 "Sofscript Programs" shall mean the Executable code of Sofscript KLES-HIMS software programs that are developed, customized, implemented as per this agreement and then the current versions thereof.
- 2.17 "Data Migration" shall mean migrating all the existing live data that is being entered by KLESH till the date of migration which includes all master data, transaction data with maximum amount of fields to be migrated in to new systems for reference purpose.
- 2.18 All the terms which are not defined herein this document will be as per the definitions of the appropriate authorities/institutions at an International level.

3 License Terms

3.1 License:

As per the terms of this agreement, Sofscript hereby grants to KLESH a nonexclusive, nontransferable right to use the KLES-HIMS software and Documentation.

The license granted in this Agreement is for unlimited users through any type of accessing / network media like LAN, WAN, VPN etc. and does not constitute a sale of all or any portion of the KLES-HIMS software or Documentation to KLESH. Sofscript transfers all rights in and to the KLES-HIMS software and Documentation expressly or impliedly granted to KLESH in this Agreement and full title to the KLES-HIMS software, the Documentation and copies thereof.

3.2 Other Terms and Conditions

Copy right : KLESH has personal and non-transferable right to use the KLES-HIMS software as a Corporate license for "KLESH and other hospitals run and managed by Karnataka Lingayat Education Society (KLES), Belgaum". KLESH will not make a copy of the KLES-HIMS software except for the limited purpose of installation and backup at each and any site that is a part of the KLE Society. KLESH will inform Sofscript whenever any other KLE Society hospital site installation is executed.

System Software: The above quotation does not include the cost for system software. The application software will run on Windows NT/2000 platform and will require SQL Server 2000 as the database. KLESH would need to procure these packages/licenses at KLESH's cost. If required, KLESH may procure internet tools, networking utilities, speech recognition software (Dragon Systems), bar coding software, virus protection software etc.

Hardware Costs: The above quotation does not include the cost of hardware. KLESH would need to procure all hardware including servers, PC front ends, laptops, hand helds, routers & other networking equipment, etc. at additional cost. In addition, KLESH would be responsible for cabling costs, ISP costs, etc.

Remote Support: The KLESH will install the agreed infrastructure to enable Sofscript to provide support services to the KLESH by remote access.

Timeliness: The KLESH will ensure that the Users are available for the schedules specified in the training and implementation activities and that the activities required for productive operations are performed diligently on time as per the schedule. Sofscript will not be responsible for delays in cases where the schedule is changed due to non availability / non performance of the Users.

Limited Warranty: Sofscript's proposed price is based upon Sofscript's standard warranty, stated below.

Sofscript warrants that the services it provides under the resulting contract will (1) be performed in a workmanlike manner and with professional diligence and (2) be free from material defects in workmanship and latent errors. In the event that any material defects or latent errors are discovered with respect to such Services, and Sofscript is promptly notified of such defects or errors and Sofscript shall promptly perform such corrections as may be required to remedy such defects or errors at Sofscript cost and expense.

Delayed Payments: All invoices of Sofscript must be paid within three weeks of being presented for the work completed as per the initial project acceptance. After subsequent reminders, the payments due to Sofscript should be released within 60 days.

3.3 Project implementation Fees

The KLESH agrees to pay the project implementation fees of Rs.25,00,000/- (Rupees Twenty five lakhs) as per schedule 'A' and Rs.14,00,000/- (Rupees Fourteen lacs only) as per schedule 'B' as detailed below:

SCHEDULE - A

The customized modules in this project KLES-HIMS are grouped and ordered in terms of release schedules. Each customized modules represents one major application area in the HIMs solution. The lists of modules are:

Customized Module	Release	Customized Module	Release
Patient Registration	I	Facility Scheduling	II
In Patient Billing and Cash Handling	I	Equipment Maintenance	II
Out Patient Billing and Cash Handling	I	Maintenance tracker	II
Admissions, Discharges and Transfers	I	Medical Records (current version as it is)	II
Application Systems Security	I	Medical Records Tracking	II
Laboratory Reports	I	Linen and Laundry	II
Doctor's Accounting	I	Attendance and Payroll	II
Night Audit	I	House Keeping	II
Financial Accounting	I	MIS Reporting release II	II
Accounts Payable & Bill passing	I	CSSD	II
MIS Reporting Release I	I	Vehicle Management	II
Pharmacy & Stores	I	Blood Bank	II
Purchase Orders & Indent	I		
Nurse Station (current version as it is)	I		
Doctors Consulting/Case Paper (current version as it is)	I		

SCHEDULE 'B'

Sofscript will present the invoice (s) for the below mentioned amount on successful development and implementation and Go live of each module and duly certified by party of the KLES!!

#	Particulars	Release	License Fee
1	Development and implementation of Interfacing of Mini PACS	II	1 Lakh
2	Development and implementation EMR, Nursing Module, Clinic Management	I	7 Lakhs

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3	Development and implementation HR Module	II	2 Lakhs
4	Development and implementation Blood Bank Module	I	2 Lakhs
5	Development and implementation Asset Management	II	2 Lakhs

Payment of Implementation fees for Schedule - 'A'

#	Milestone	Percentage of License Fee (Rs. 25,00,000/-)
1	On contract signing as project initiation fee	30 %
2	On submission and subsequent approval of SRS	20%
3	On Installation, Training and Go live of Release - I	15%
4	On Installation, Training and Go live of Release - II	15%
5	Three Months after Go Live	05%
6	One year after Go Live	15%

Payment of Implementation fees for Schedule - 'B'

#	Milestone	Percentage of License Fee (Rs. 14,00,000/-)
1	On contract signing of Schedule-'A' & 'B' together	05%
2	On initiation of URS for Schedule - 'B'	20%
3	On submission and subsequent approval of SRS	25%
4	On Installation, Training and Go live of Release - I	15%
5	On Installation, Training and Go live of Release - II	15%
6	Three Months after Go Live	05%
8	One year after Go Live	15%

Sofscript will present the invoice (s) for the above amount on the due date as per completion of milestone and duly certified by KLESH

3.4 Taxes

The fee indicated above is net payment due to Sofscript including TDS. Applicable service tax, Sales Tax will be levied by Sofscript as per the latest government notifications. The service tax and sales tax are not included in the project fee.

ATTESTED

KLES Hospital & MRC

Dr. V.A. Kothiwale
RegistrarKLE Academy of Higher Education and Research,
(Deemed to be University u/s 3 of the UGC Act, 1956)
Belagavi-590 010, Karnataka

3.5 KLESH Agreements:

KLESH has every right to access, copy and use the database in whichever manner they deem fit. However, the KLESH shall not alter the original database

KLESH shall not:

- a. Disclose the KLES-HIMS software or Documentation, or any part of the KLES-HIMS software or Documentation, to any other person or entity, it being understood that the KLES-HIMS software and Documentation contains and represents confidential information which is proprietary to Sofscript & KLESH.
- b. Copy or reproduce the KLES-HIMS software except to make copies of the KLES-HIMS software required for its' reasonable archival purposes and for installing in it's branches.
- c. Transfer, rent, lease or otherwise distribute any of the KLES-HIMS software to any other person or entity, on either a permanent or temporary basis except KLES Society's Hospitals and as per the copyright terms of this agreement.

4 Implementation

4.1 Project Plan

Following execution hereof, a representative of the Certified Sofscript Installation Team and KLESH shall promptly meet to finalize the Project Plan. Within thirty (30) days of the date hereof, the project coordinators and managers shall agree on and sign a Project Plan based upon Exhibit D, Project Scope and Services Specification. ("Project Plan"). Such Project Plan shall assign responsibilities to KLESH, Sofscript or the Certified Sofscript Installation Team with resource commitments, and specify time lines and dates to install and activate the KLES-HIMS software. The Project Plan may only be amended by mutual agreement by both parties. Sofscript team and KLESH shall install and activate the KLES-HIMS software as provided in the Project Plan.

KLESH shall supply and install the Hardware, Network Infrastructure and Third-Party KLES-HIMS software as agreed.

Functional Test shall be comprised of multiple testing cycles utilizing test scripts and cases, shall incorporate KLESH's modifications and shall serve to exercise Sofscript Programs to ensure that it functions in accordance with the predefined and mutually agreed specifications.

1. Sofscript agrees to migrate the existing live data of the KLESH before going live to new programs developed by Sofscript, provided that the

KLESH data structure matches with Sofscript Data Structure. In the event of any technical infeasibility, Sofscript will inform the valid reasons for such technical infeasibilities. KLESH will then make such technical infeasibilities within a mutually agreed reasonable period. Such migrated data should give a minimum logical meaning and should generate the required report for future reference.

2. Interfacing test shall be comprised of multiple testing cycles utilizing test scripts and cases and shall serve to exercise the device driver to ensure that it functions as per the specification included in the Project Scope and Service Specifications.
3. Integrated test shall be comprised of multiple testing cycles utilizing test scripts and cases and shall serve to exercise the KLES-HIMS software to ensure that it functions with the Documentation. Integrated testing shall include testing of Sofscript Programs, as determined by KLESH network utilization, database tuning, device driver and interface functionality
4. Parallel Test shall be used to validate that the data collected automatically by the KLES-HIMS software is accurate and sufficient as determined by the KLESH.
5. Upon completion of the Parallel Test, Sofscript or its installation designees shall support KLESH in Go-Live activities as per the attached Project Scope and Services Specification and Project Plan. From this point forward KLESH shall use Sofscript Programs to produce the hospital information that includes but not limited to clinical information, management information and legal information and so on.
6. Once functional testing has begun, no enhancements or upgrades to the KLES-HIMS software version will be permitted unless agreed by the KLESH in writing.
7. Milestone/work completion certificate should be issued to Sofscript by KLESH as and when Sofscript intimates KLESH about such work completion and KLESH ascertains such work completion.


4.2 Onsite Implementation Response

During the implementation time period prior to Go-Live, Sofscript shall respond to any Non-conformance issues with respect to the KLES-HIMS software within twenty-four (24) hours of KLESH placing a call or email /fax. Once the degree

ATTESTED


Dr. V.A. Kulkarni
Registrar

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



of the Non-conformance has been determined Sofscript shall resolve the same in accordance with the terms of this agreement.

4.3 On site implementation Service Coverage

Sofscript technical service coverage during the implementation phase of this Agreement shall be available during normal business hours. Service issues should be directed to Sofscript Project Manager

4.4 KLES-HIMS software Upgrade

In the event KLESH makes the decision to upgrade to a more current version of the Sofscript's HIMS software prior to the completion of Project Plan, the current Project Scope and Services Specification and Project Plan shall be closed out and new Project Scope and Service Specification and Project Plan, including implementation plan, shall be agreed to including the KLES-HIMS software upgrade as part of the implementation project. Any commercial implication arising as additional effort shall be negotiated by both parties.

5 Maintenance

5.1 Maintenance Fees

Maintenance Fees in exchange for the support to be provided pursuant to this Section during the Maintenance Term, KLESH shall pay to Sofscript an annual Maintenance Fee of 8% of the pro-rated project license fees as per the respective KLES-HIMS software releases for the first year after expiry of warranty period of respective KLES-HIMS software releases and 5% in the subsequent years. The annual Maintenance Fee shall be prorated for any partial calendar year included within the Maintenance Term and shall be paid quarterly as advance for that quarter. The first such payment, for the prospective period of time shall be due after 13 months upon Go-live. Thereafter, the annual Maintenance Fee shall be payable for each calendar year on a quarterly basis as advance for that quarter. Upon any termination of the Maintenance Term, Sofscript shall refund to KLESH pro rata any Maintenance Fee paid with respect to periods following the effective date of such termination.

5.2 Change order Execution.

SOFCRIPT shall execute the paid change orders requested by KLESH only after 12 months of Go live as per the professional fees agreed upon as below :

Professional Fees :-

Sr. No.	Description	Amount
01.	New Transaction processing programs	7,500/-

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Dr. V.A.Kothiwale
Registrar

02.	New Master & Parameter programs	4,500/-
03.	New Reports	3,000/-
04.	Report modifications	1,000/-

However, any development / modifications / enhancements / customization requested by KLESH within the 12 months after Go Live will be carried out free of cost. Such development/modifications/enhancements/customization will be executed in three batches of 4 months each.

5.3 KLES-HIMS software Maintenance.

1. Sofscript shall furnish KLESH with service packs, enhancements and upgrades for the KLES-HIMS software as and when released by Sofscript (but not including enhancements or upgrades that add additional modules with added functionality which are made available as options and not marketed as standard features of the HIMS software).
2. Sofscript shall furnish KLESH with:
 - i. Interfacing KLES-HIMS software for any new Device purchased by KLESH. Prior to obtaining updated or new Interfacing software, KLESH shall ensure that each Device is equipped with an active RS232 port and / or ensures DICOM compatibility as per Exhibit -A - 2.
 - ii. Sofscript assures that any images that are presented to it in digitalized form, will be embedded in the HIMS database for the utilization

5.4 Support

Sofscript shall provide KLESH with problem solving for KLES-HIMS software programming errors as per annexure I-1 and I-2. KLESH shall be given access to the Sofscript internal web site for technical information, downloads of database queries, Sofscript knowledge base, frequently asked questions and application requests.

5.5 Accommodation

KLESH will provide lodging & boarding to Sofscript professionals during the on site visits to Belgaum, Karnataka, within the premises or anywhere on campus of the hospital.

5.6 Maintenance Term.

Maintenance Term shall mean a period beginning from thirteen months after Go-live of respective KLES-HIMS software releases and continue till the fifth

(5th) anniversary of such date (the "Initial Period"). After the Initial Period, and each Renewal Period (as defined below), the Maintenance Term shall be automatically renewed for a period of one year (each a "Renewal Period"), unless terminated as per this clause.

6 Nonconformance

6.1 Nonconformance Post Go-Live.

If KLESH discovers any Nonconformance during the Maintenance Term, KLESH may give notice thereof (a "Notice of Non-Conformance") to Sofscript at any time at Sofscript Office.

Sofscript's Issue /Defect resolution procedures is as follows :

Defects and related issues are classified under the following severity levels:

Level of severity	Description	Non-conformance level
Desirable KLES-HIMS software non-conformance (In case of change orders only. Not applicable to KLES-HIMS software bugs)	Where the defect/issue is reasonably required by the Customer in the course of day to day operations.	Level 3 Non-conformance
Urgent KLES-HIMS software non-conformance	Where the defect / issue is needed to be rectified / attended to on priority basis and which is required in day to day operations.	Level 2 Non-conformance
Critical KLES-HIMS software non-conformance	Where the defect / issue is of a critical nature whereby the Customer is unable to proceed with the operations and which prevents the Customer from carrying on the day to day operations.	Level 1 Non-conformance

Annexure I-1 and I-2 present the resolution procedures for the above severity levels for two conditions:

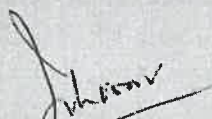
- Annexure I-1 - for issue/ defect resolution when Sofscript's Consultant is on site at the time of issue/defect notification.

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Registrar
KLES Hospital & MRC

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




- Annexure I-2 - for issue/defect resolution when Sofscript's Consultant is not on site at the time of issue/defect notification

6.2 Authorization

KLESH shall have twenty (20) working days, upon receipt of Sofscript Quotation, to authorize Sofscript to perform the services provided in Sofscript Quotation to the Modification/Change Request.

7 Delivery of Sofscript Programs

Upon contract signing Sofscript will arrange for delivery of Sofscript Programs and, if applicable, software protection devices (collectively the "deliverables") to KLESH. Within ten business days from receipt of the deliverables, KLESH will sign Sofscript Programs Delivery Form, Exhibit C herein, to indicate that KLESH has received and reviewed the deliverables to this Agreement. KLESH shall inform Sofscript within the ten business days of any inconsistency with respect to the deliverables. Acceptance of the KLES-HIMS software shall be subject to signing of Sofscript Programs Delivery Form by KLESH

8 Warranties and Indemnification

1. Each of Sofscript and KLESH hereby represents and warrants to the other
 - i. that it has all necessary corporate power and authority to enter into this Agreement
 - ii. that its execution and delivery thereof has been duly authorized by its Board of Directors and no further or other corporate action is required on its part in connection therewith
 - iii. that it has duly executed and delivered this Agreement; and
 - iv. that this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other laws limiting the rights of creditors generally and general principles of equity.
2. Sofscript shall indemnify KLESH or its stakeholders, directors, officers, employees, agents, successors and/or assigns harmless from and against any and all losses, liabilities, damages, claims, costs, expenses and/or assessments, including attorneys' and other professional fees and costs as well as fines, penalties and/or interest (collectively, "Losses") suffered or incurred by any of them due to any defects in KLES-HIMS. The following are some examples (not exhaustive list) which may result in such losses as a result of :

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Dr. VA Kothiwale
RegistrarKLE Academy of Higher Education and Research,
(Approved to be University u/s 3 of the UGC Act, 1956)
Belagavi-590 010, Karnataka

- i. the failure by Sofscript to comply with or perform any agreement of Sofscript set forth herein;
- ii. any negligence of Sofscript, its agents or employees in connection with the performance of its obligations and/or exercise of its rights hereunder
- iii. any claim made by any third party arising out of a defect in any KLES-HIMS software provided by Sofscript; and/or
- iv. any claim made by any third party to the effect that any KLES-HIMS software when used in its intended manner constitutes a misuse or misappropriation of proprietary information of such third party or infringes any copyright, patent or other proprietary right of such third party. If KLESH shall be permanently enjoined from using the KLES-HIMS software by reason of infringement of any patent, trademark, trade secret or copyright Acts in India, Sofscript shall at its expense:
 1. procure for KLESH the right to continue using the KLES-HIMS software;
 2. Replace or modify the KLES-HIMS software so that it becomes noninfringing.

9 Term

This Agreement shall remain in force until terminated by KLESH as set forth below:

- (1) KLESH shall reimburse to Sofscript project fees with respect to the KLES-HIMS software support effort carried out till the date of termination of this Agreement by KLESH.

10 Source Code :

Sofscript agrees that if it is not capable of providing support to KLESH as per this agreement, for whatsoever reasons, then Source Code for the project will be handed over to the designated management in charge. This source code will be bound by Sofscript's Source Code Agreement. (See annexure of Source code agreement)

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Dr. V.A. Kothiwale
Registrar
KLES Hospital & MRCKLE Academy of Higher Education and Research,
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)
Belagavi-590 010, Karnataka

11 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Karnataka, without giving effect to any choice of law or conflict provision or rule that would cause the application of the laws of any jurisdiction other than the State of Karnataka.

12 Arbitration

Any dispute in between the parties to this agreement regarding interpretation, execution of any of the clauses of this agreement shall be referred by either of the parties to an arbitrator consisting of two members and the Arbitration Act in force shall be applicable to the arbitration proceedings. Both the parties have to suggest one arbitrator each.

13 Entire Agreement

This Agreement embodies the entire agreement and understanding between Sofscript and KLESH with respect to the KLES-HIMS software License, Implementation and Maintenance, and supersedes all prior negotiations, proposals, agreements and understandings relating to the KLES-HIMS software License, Implementation and Maintenance. There are no warranties, covenants, promises or agreements on the part of either Sofscript or KLESH to the other with respect to the KLES-HIMS software License, Implementation and Maintenance which are not expressly set forth herein.

14 Modification; Waiver

Any modification or amendment of or with respect to any provision of this Agreement or any document delivered pursuant to this Agreement shall not be effective unless it shall be in writing and signed by Sofscript and KLESH. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver thereof, and no waiver shall be effective unless it shall be in writing and signed by the party against whom it is sought to be enforced. Any waiver with respect to any violation of this Agreement shall not constitute a waiver of any other or subsequent violation.

15 Notice

Notice, requests, demands and other communications shall be deemed to have been duly given to Sofscript or KLESH, as the case may be, when hand delivered including, without limitation, by courier or overnight delivery service, when sent by facsimile (transmission confirmed), or five (5) days after being mailed, certified or registered mail, with postage prepaid addressed to

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its address as set forth below. Either Sofscript or KLESH may change its address for notices at any time by notice to the other given in the manner provided in this Section. Notice may be given to Sofscript and KLESH at the following:

The Director / General Manager
Sofscript Systems & Services Ltd.
44 A, Navketan, Industrial Estate,
Mahakali Caves Road, Andheri (East),
Mumbai - 400 093

Medical Director & Chief Executive
Officer
KLESH & Medical Research Centre,
Nehru Nagar
Belgaum

16 Publicity

Each party agrees not to (i) display or not to disseminate any publication, advertisement, press release or other materials that may use or display the trade names or trademarks of the other party or otherwise identify the other party or (ii) disclose the terms of this Agreement, its existence, or the relationship between the parties resulting from this Agreement, without the other party's prior written approval.

IN WITNESS WHEREOF, the undersigned have executed this KLES-HIMS software Agreement as of this thirtieth day of November, 2005.

For KLESH & Medical Research Centre
By: Dr. M.V. Jali, Medical Director & CEO

For Sofscript
By: Ms. Viloo Williams
General Manager

Witness 1.

Witness 2.

(ARUN GORALE)
(J.M. Munawalli)

ATTESTED

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.

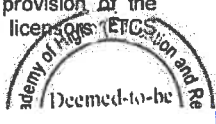
Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and the Customer shall not be entitled to claim 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 applicable 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 such tax to the taxing authorities. TCS shall submit invoice 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 billing period 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 specifications in Schedule 2. Notwithstanding the aforesaid, the Services are provided by TCS free of charge or otherwise 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



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

Vertical stamps and text on the right side of the page, including "HDFC Bank 170171, Fort Branch", "SITRD 42807", "Special", "2018", and "MEMBER".

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)



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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



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..

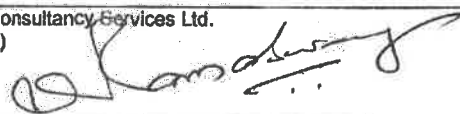
12.2 Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach 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=NyGNnLHkaAc=> 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.

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

ATTESTED


Dr. V.A. Kothiwale

Registrar

KLE Academy of Higher Education and Research,
(Deemed-to-be-University under the UGC Act, 1956)

Belagavi, Karnataka

Academy of Higher Education



(TCS Proprietary and Confidential)



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.

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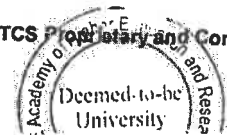
Dr. V.A.Kothiwale
Registrar

KLE Academy of Higher Education and Research,
Deemed-to-be-University u/s 3 of the UGC Act, 1956
Belagavi-590 016, Karnataka

REGISTRAR

KLE Academy of Higher Education

(TCS Proprietary and Confidential)



SCHEDULE 1
CONTRACT DETAILS

A. The details of the Customer are as follows:

<u>Company Name</u>	<u>Registered office address</u>	<u>Details of Contact person</u>	
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

<u>Contract Term</u>	<u>Effective Date</u>	<u>Service Commencement Date</u>
3 years from Service Commencement Date	15-SEPTEMBER-2018	15-SEPTEMBER-2018

ATTESTED

[Signature]
Dr. V.A. Kothiwale
Registrar

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Belgaum-590 010, Karnataka

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DEPARTMENT

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:

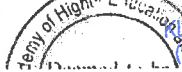
- The event has occurred as a result of a Force Majeure or during the implementation of any disaster recovery procedures.
- Any activities and/or outages mutually agreed upon by the parties (planned scheduled downtime).

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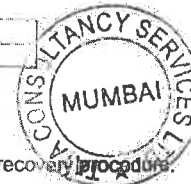
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- The last mile access (Network that connects customer location and Network Service Provider's Point of Presence) or broadband access that is not provided or managed by TCS or its authorized agents.
- The failure of a customer's application, equipment 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:

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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:**

- 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.
- 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.
- 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.
- 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.
- 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.
- 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

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Karnataka
590 010, Karnataka



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REGISTRAR

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 forgoing 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 any 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 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.

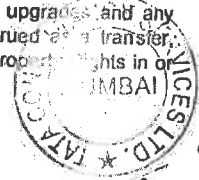
2.5 Breach. Should the TCS Application System be Used beyond the Use rights by Authorized Users as set out in this Section 2, TCS shall notify Customer in writing requiring Customer to cure the breach of Use Terms and if Customer does not cure such breach within 10 days (or such other period that the 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.


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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>

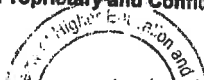
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Registrar

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SCHEDULE 4
FEES FOR SERVICES

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

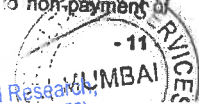
- All the mentioned charges are exclusive of taxes and duties.
- The Customer will make the payment within 30 days from the date of Invoice. TCS prefers electronic mode of payment.
- These prices are applicable for locations in India only and for a single instance in the data center.
- The price quoted 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 one's 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 3% 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 15 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 get the access back. Continued non-payment of iON invoices will lead to termination of iON services Upon termination of the contract, TCS will not be responsible for non-payment of

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Registrar

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

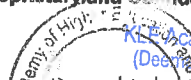
- Subscription to ION services are on a continuous basis. Customer cannot suspend for few months in between and ask for waiver of invoices for those months, as the data and configuration still continues to be supported to TCS even during the period of non-usage.
- Standard Rate card for technical change requests. Customer can raise a Service Request 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
Payroll Config	Paycode Configuration	10,000	
Adobe Xpro work	Reports / Letters that need Adobe Xpro	25,000	Progress Reports, Printing
	Cheque Printing	10,000	
Custom Macro Reports	Macro Reports – Simple	25,000	Per report
	Macro Reports – Complex	50,000	Per report. Multiple ODRs, Complex Logic
	Modification to Existing Reports	25,000	Modification to reports earlier been developed by us.
Custom JSON Reports	JSON Reports – Simple	25,000	Per report
	JSON Reports – Complex	50,000	Per report. Multiple ODRs, Complex Logic
	Modification to Existing Reports (JSON)	25,000	Modification to reports earlier been developed by us.
Workflow	Modification to existing default workflows	10,000	Default workflows for MS, Payroll, F&A, CMS Solutions, etc. Modification to the workflows
E-Forms	New Eform with existing PG	25,000	One e-form will be customized to customer requirement. Any additional e-form during implementation. Multiple e-forms each year will be chargeable.
System Change Requests	Simple Change	25,000	System Change Requests sized for feasibility.
	Complex Change	50,000	Where feasible, to be taken up as part of roadmap development. Multiple charges

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SCHEDULE 5
CHANGE CONTROL PROCEDURE

Either Party may request a change in the scope of Services or deliverables but no such changes are documented in a change control document in the format described in Annexure A signed by both parties.

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

On Customer's written approval of the change order document submitted by TCS the parties shall thereupon amend the Scope of Services in Schedule 2 and any other relevant Schedule(s) shall be deemed amended.

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.

request in writing, describing the change in the form of a written change order proposal to the Customer. Any change order document prepared by TCS shall include, among other things, an estimate of additional charges to Customer, if applicable, for the modified Services, the additional software or other material required to implement the change and any expected impact on the time schedule or service level.

the Change Control Document has been amended by the change order.

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

ATTESTED

Dr. V.A. Kothiwale
Registrar

(TCS Proprietary and Confidential) KLE Academy of Higher Education and Research
Belagavi-590 010, Karnataka
e-University u/s 3 of the UGE Act, 1956



[Handwritten signatures and initials]



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

2

1560 471 4322

ATTESTED

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

Experience certainty.

IT Services
Business Solutions
Consulting

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.

reduced
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.

22/11/18
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
DEPUTY REGISTRAR

ATTESTED

REGISTRAR

Dr. V.A. Kothiwale
Dr. V.A. Kothiwale
Registrar

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

TAX INVOICE

 MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales & Services #House No :31/a Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPM0748Q1ZL State Name : Karnataka, Code : 29 Contact : 9242376222/8147861179 E-Mail : mahira_techsolutions@yahoo.in	Invoice No. MTS165/19-20	Dated 2-Mar-2020
	Delivery Note	Month/Terms of Payment
	Supplier's Ref.	Other Reference(s)
Buyer The Registrar KLE University Nehru Nagar Belagavi State Name : Karnataka, Code : 29	Buyer's Order No.	Dated
	Despatch Document No.	Delivery Note Date
	Despatched through	Destination
	Terms of Delivery	

Sl No.	Description of Goods and Services	HSN/SAC	Quantity		Rate	per nos	c. %	Amount
			Shipped	Billed				
1	Tally.Net Subscriptions Services 1) KLE Society tally slno:712464120 silver 2)KLE Ayurveda Aushadalaya tally sl no:715158072 3)K. L. E. Society's College of Pharmacy tally sl no:732020940 4)SHRI BHUKANKANWADI AYURVED MAHAVIDYALAYA tally sl no:752020938 5)K.L.E.SOCIETYS AYURVED HOSPITAL tally sl no:752022198 6)K.L.E.SOCIETYS INSTITUTE OF PHYSIOTHERAPY tally sl no:772022196 7)KLE College of Pharmacy tally sl no:782464104	997331	7 nos	7 nos	3,600.00	nos	50 %	12,600.00
2	Tally Software Services Tss Gold The Principal KLE Society's Institute of Dental Sciences, Tally no :781069599 gold	998313	1 nos	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%						9 %	18,000.00
	Output SGST@9%						9 %	1,620.00
	Total		8 nos	8 nos				₹ 21,240.00

Amount Chargeable (in words) **INR Twenty One Thousand Two Hundred Forty Only** E. & O.E

Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
18,000.00	9%	1,620.00	9%	1,620.00	3,240.00
Total: 18,000.00		1,620.00		1,620.00	3,240.00

Tax Amount (in words) : **INR Three Thousand Two Hundred Forty Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
ATTESTED
for MATTE TECHNOLOGIES

Authorised Signatory
Dr. V.A. Rautiwale
Registrar

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS\129\19-20	1-Jan-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
YELLUR BELAGAVI
State Name : Karnataka, Code : 29

SI No.	Description of Services	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally.Net Subscriptions Services	997331	1 nos	1 nos	3,600.00	nos		3,600.00
	<i>Output CGST@9%</i>					9 %		324.00
	<i>Output SGST@9%</i>					9 %		324.00
Total			1 nos	1 nos				₹ 4,248.00

Amount Chargeable (in words) **INR Four Thousand Two Hundred Forty Eight Only** E. & O.E

Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
3,600.00	9%	324.00	9%	324.00	648.00
Total:		324.00		324.00	648.00

Tax Amount (in words) : **INR Six Hundred Forty Eight Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001321**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
Office Address 4th Cross Bharat Nagar Vadgaon
Shahapur Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242378222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS\16/20-21	Dated 21-May-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)

Buyer
The Principal of JNMC
Belagavi
State Name : Karnataka, Code : 29

Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination

Terms of Delivery

SI No.	Description of Goods	HSN/SAC	Quantity		Rate	per	Disc. %	Amount
			Shipped	Billed				
1	Tally Software Services Tss Gold <i>tally sl no:771050916</i>	998313	1 nos	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%					9 %		486.00
	Output SGST@9%					9 %		486.00
Total			1 nos	1 nos				6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

Taxable Value	Central Tax		State Tax		Total Tax Amount
	Rate	Amount	Rate	Amount	
5,400.00	9%	486.00	9%	486.00	972.00
Total: 5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**
Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001121**
Branch & IFS Code : **SHAHAPUR BELAGAVI & CNRB0000557**
for **MATTE TECHNOLOGIES**

ATTESTED
(Signature)
Dr. **Prakash Pawale**
Registrar

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES - 2018-21
 Tally Expert Partner & Computer Sales & Services
 Bharat Nagar 4th Cross Shahapur Belagavi
 31/a Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS137/20-21	Dated 4-Nov-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
The Registrar KLE University
 Nehru Nagar Belagavi
 State Name : Karnataka, Code : 29
 Place of Supply : Karnataka

Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity		Rate	per	Disc. %	Amount
				Shipped	Billed				
1	Tally Software Services Tss Gold Tally 742106124	998313	18 %	1 nos	1 nos	5,400.00	nos		5,400.00
	Output CGST@9%								486.00
	Output SGST@9%								486.00
Total									₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration

Terms & Conditions :

- Once the goods sold cannot be taken back or exchanged.
- products carry manufactures warranty as per their terms & conditions.
- No warranty for damaged, burnt, track cut items.
- Interest @24% PA On overdue payment 5. Min Rs.500/- will be charged on cheque return.

Company's Bank Details

Bank Name : **Canara Bank**
 A/c No. : **0557201001001**
 Branch & IFS Code : **VADGAON BELAGAVI & RB0005299**

Customer's Seal and Signature

MATTE TECHNOLOGIES - 2018-21

ATTESTED

(Signature)
 Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES - 2018-21
 Tally Expert Partner & Computer Sales & Services
 Bharat Nagar 4th Cross Shahapur Belagavi
 31/a Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147881179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS\138/20-21	Dated 4-Nov-2020
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES
 Belagavi
 State Name : Karnataka, Code : 29
 Place of Supply : Karnataka

Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity		Rate	per	Disc. %	Amount
				Shipped	Billed				
1	Tally Software Services Tss Gold	998313	18 %	1 nos	1 nos	5,400.00	nos		5,400.00
	<i>Output CGST@9%</i>								486.00
	<i>Output SGST@9%</i>								486.00
Total									₹ 6,372.00

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration

Terms & Conditions :

- Once the goods sold cannot be taken back or exchanged.
- products carry manufactures warranty as per their terms & conditions.
- No warranty for damaged, burnt, track cut items.
- Interest @24% PA On overdue payment
- Min Rs.500/- will be charged on cheque return.

Company's Bank Details

Bank Name : **Canara Bank**
 A/c No. : **0557201001321**
 Branch & IFS Code : **VADGAON BELAGAVI & CNRB0005299**

Customer's Seal and Signature

for **MATTE TECHNOLOGIES - 2018-21**

Authorised Signatory

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

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No. MTS\86/19-20	Dated 31-Oct-2019
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES
Belagavi
State Name : Karnataka, Code : 29

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:772020936	998313	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%						486.00
	Output SGST@9%						486.00
Total			1 nos				₹ 6,372.00

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Company's Bank Details

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Bank Name : **Canara Bank**
A/c No. : **0557201001021**
Branch & IFS Code: **SHAHAPUR BELAGAVI & CNRB0000557**

Customer's Seal and Signature

for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techolutions@yahoo.in

Invoice No. MTS/86/19-20	Dated 31-Oct-2019
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES
Belagavi
State Name : Karnataka, Code : 29

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally SI No:772020936	998313	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9%					9 %	486.00
	Output SGST@9%					9 %	486.00
Total			1 nos				₹ 6,372.00

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **055720100100**
Branch & IFS Code: **SHAHAPUR BELAGAVI & CNB000557**

Customer's Seal and Signature

for **MATTE TECHNOLOGIES**

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

TESTED
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

TAX INVOICE



MATTE TECHNOLOGIES
 Tally Expert Partner & Computer Sales & Services
 #House No :31/a
 Malaprabha Nagar Vadgaon Belagavi
 GSTIN/UIN: 29BYIPM0748Q1ZL
 State Name : Karnataka, Code : 29
 Contact : 9242376222/8147861179
 E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Date
MTS\73/19-20	3-Oct-2019
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Delivery Note Data
Despatch Document No.	Destination
Despatched through	Terms of Delivery

Buyer
The Registrar KLE University
 Nehru Nagar Belagavi
 State Name : Karnataka, Code : 29

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per %	Amount
1	Tally Software Services Tss Gold Tally SI No:742108124	998313	1 nos	10,800.00		5,400.00
	Output CGST@9%			9 %		486.00
	Output SGST@9%			9 %		486.00
Total			1 nos			₹ 6,372.00

Amount Chargeable (in words) **INR Six Thousand Three Hundred Seventy Two Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax	Total Tax
		Rate	Amount		
998313	5,400.00	9%	486.00	9%	972.00
Total	5,400.00		486.00		972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**
 Declaration : We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
 Company's Bank Details :
 Bank Name : **Canara Bank**
 A/c No. : **055720100132**
 Branch & IFS Code : **SHAHAPUR BE**
 Customer's Seal and Signature : Authorised Signatory

ATTESTED
 Dr. V.A. Rothiwale
 Registrar

SUBJECT TO BELAGAVI JURISDICTION
 This is a Computer Generated Invoice

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	Dated
MTS13/18-19	18-Apr-2019
Delivery Note	Mode/Terms of Payment
Supplier's Ref.	Other Reference(s)

Buyer
The Principal of JNMC
Belagavi
State Name : Karnataka, Code : 29

Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally GOLD No:771050916	998313	1 nos	5,400.00	nos		5,400.00
	<i>Output CGST@9%</i>						486.00
	<i>Output SGST@9%</i>						486.00
Total			1 nos				6,372.00

Amount Chargeable (in words) **E. & O.E**

INR Six Thousand Three Hundred Seventy Two Only

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	5,400.00	9%	486.00	9%	486.00	972.00
Total	5,400.00		486.00		486.00	972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

for **MATTE TECHNOLOGIES**
Authorized Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

ATTESTED

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

TAX INVOICE



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.	MTS\133\18-19	Date	31-Jan-2019
Delivery Note		Mode of Payment	
Supplier's Ref.	1	Other Reference(s)	
Buyer's Order No.			
Despatch Document No.		Note Date	
Despatched through		Destination	
Terms of Delivery			

Buyer
The Registrar KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

Sl No.	Description of Goods and Services	HSN/SAC	Quantity	Rate	Per Unit	Amount
1	Tally Software Services Tss Gold V.K.Institute of Dental Sciences Bgm Tally SI No:781069599	998313	1 nos	5,500.00		5,500.00
2	Tally.Net Subscriptions Services College of Pharmacy Belagavi 1)Tally SI No:732020940 College of Pharmacy Hubballi 2) Tally SI No:712464120 College of Pharmacy Bengaluru 3)Tally SI No:782464104 Institute of Physiotherapy Belagavi 4)Tally SI No:772022196 Shri B M K Ayurveda Mahadyalaya Bgm 5)Tally SI No:752020938 Ayurveda Hospital Belagavi 6)Tally SI No:752022198 Aushalayalaya Belagavi 7) Tally SI No:715158072	997331	7 nos	1,900.00		13,300.00
3	Repair and Service Charge Tally Renewal Service Charge Under NGO	85177090				350.00
						19,150.00
						Output CGST@9% Output SGST@9%
						1,723.50
						1,723.50
Total						22,597.00

Amount Chargeable (in words)

INR Twenty Two Thousand Five Hundred Ninety Seven Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		Rate	Amount	Total Tax Amount
		Rate	Amount			
998313	5,500.00	9%	495.00	9%	5,005.00	990.00
997331	13,300.00	9%	1,197.00	9%	12,103.00	2,394.00
85177090	350.00	9%	31.50	9%	318.50	63.00
Total	19,150.00		1,723.50			3,447.00

Tax Amount (in words) : **INR Three Thousand Four Hundred Forty Seven Only**

Company's PAN : **BYIPM0748Q**

Company's Bank Details
Bank Name : Canara Bank
A/c No. : 0557201001
Branch & IFS Code : SHAHAPUR KARNATAKA 5180000557

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

MATTE TECHNOLOGIES

Authorized Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147881179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.
MTS\109\18-19
Delivery Note

Date
30-Dec-2018
Mode/Terms of Payment

Supplier's Ref.

Other Reference(s)

Buyer
KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL
YELLUR BELAGAVI
State Name : Karnataka, Code : 29

Buyer's Order No.

Dated

Despatch Document No.

Delivery Note Date

Despatched through

Destination

Terms of Delivery

Sl No.	Description of Goods	GST Rate	Quantity	Rate	Disc. %	Amount
1	Tally ERP9 Silver TALLY SNO:796605930 KEY NO:GZKMER6EX	18 %	1 nos	16,525.42		16,525.42
	Output CGST@9%			9		1,487.29
	Output SGST@9%			9		1,487.29
Total			1 nos			₹ 19,500.00

Amount Chargeable (in words)

INR Nineteen Thousand Five Hundred Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
997331	16,525.42	9%	1,487.29	9%	1,487.29	2,974.58
Total	16,525.42		1,487.29		1,487.29	2,974.58

Tax Amount (in words) : **INR Two Thousand Nine Hundred Seventy Four and Fifty Eight paise Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201001**
Branch & IFS Code : **SHAHAPUR**

MAHARAJ & CO RB0000557
MATTE TECHNOLOGIES

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/A
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.
MTS/74/18-19
Delivery Note

Dated
4-Oct-2018
Mode/Terms of Payment

Supplier's Ref.

Other Reference(s)

Buyer
Principal Kaher Institute of Nursing College
Belagavi
State Name : Karnataka, Code : 29

Buyer's Order No.

Date

Despatch Document No.

Delivery Note Date

Despatched through

Destination

Terms of Delivery

SI No.	Description of Goods	GST Rate	Quantity	Rate	Disc %	Amount
1	Tally Software Services Tss Gold Tally No77202936	18 %	1 nos	5,400.00		5,400.00
	Output CGST@9%					486.00
	Output SGST@9%					486.00
Total			1 nos			6,372.00

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

6,372.00

E. & O.E

HSN/SAC

998313

Taxable Value	Central Tax	
	Rate	Amount
5,400.00	9%	486.00
Total		486.00

Total

Tax Amount

972.00

972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Company's Bank Details

Bank Name : **Canara Bank**

A/c No. : **0557201001**

Branch & IFS Code : **SHAHAPUR**

ATTESTED

Dr. V.A. Kothiwale
REGISTRAR
MATTE TECHNOLOGIES

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

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES

Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Invoice No.
MTS/51/18-19
Delivery Note

Date
22-07-2018
Mode/Terms of Payment

Supplier's Ref.

Other Reference(s)

Buyer

Principal Kaher Institute of Phyiothraphy
Belgaum
State Name : Karnataka, Code : 29

Buyer's Order No.

Date

Despatch Document No.

Delivery Note Date

Despatched through

Terms of Delivery

SI No.	Description of Services	HSN/SAC	GST Rate	Quantity	Rate	Amount
1	Repair and Service Charge <i>Tally Software Services and Top File Mapping</i>	85177090	18 %	1 nos	1,500.00	1,500.00
	Output CGST@9%					135.00
	Output SGST@9%					135.00
	Total			1 nos		1,770.00

Amount Chargeable (In words)

INR One Thousand Seven Hundred Seventy Only

1,770.00

E. & O.E

HSN/SAC	Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
85177090	1,500.00	9%	135.00	9%	135.00	270.00
Total	1,500.00		135.00		135.00	270.00

Tax Amount (in words) : **INR Two Hundred Seventy Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Central bank**
A/c No. : **005720100132**
Branch & IFS Code : **SPNHAP00000000**

GAVI : **HRB0000557**
MATTE TECHNOLOGIES

ATTESTED

Authorized Signatory: **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

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

TAX INVOICE
TAX INVOICE

(ORIGINAL FOR RECIPIENT)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Buyer
The Register KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

Invoice No.
MTS\50\18-19
Delivery Note
Supplier's Ref.
Buyer's Order No.
Despatch Document No.
Despatched through
Terms of Delivery

Date
28-08-2018
Mode of Payment
Other Reference(s)
Date
Delivery Note Date
Destination

SI No.	Description of Goods	HSN/SAC	GST Rate	Quantity	Rate	Amount
1	Tally Software Services Tss Gold Tally SI No:7242106124	998313	18 %	1 nos	5,400.00	5,400.00
	<i>Output CGST@9%</i>					486.00
	<i>Output SGST@9%</i>					486.00
	Total			1 nos		

Amount
5,400.00
486.00
486.00

Amount Chargeable (In words)

INR Six Thousand Three Hundred Seventy Two Only

6,372.00
E. & O.E

HSN/SAC	Taxable Value	Central Tax Rate	Central Tax Amount
998313	5,400.00	9%	486.00
Total	5,400.00		486.00

Total Tax Amount
972.00
972.00

Tax Amount (in words) : **INR Nine Hundred Seventy Two Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201**
Branch & IFS Code : **SHAHAP**

ATTESTED

Signature
DR. V.A. KOTHIWALE

Signature
Dr. V.A. Kothiware

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

SUBJECT TO BELAGAVI JURISDICTION
This is a Computer Generated Invoice

QUOTATIONS

(APPLICABLE FOR SUPPLIER)



MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name : Karnataka, Code : 29
Contact : 9242376222/8147861179
E-Mail : mahira_techsolutions@yahoo.in

Buyer
The Register KLE University
Nehru Nagar Belagavi
State Name : Karnataka, Code : 29

Invoice No.	Date
MTS\44\18-19	21-01-2018
Delivery Note	Mode of Payment
Supplier's Ref.	Other Reference(s)
Buyer's Order No.	Date
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

SI No.	Description of Services	HSN/SAC	GST Rate	Quantity	Rate	Amount
1	Tally.Net Subscriptions Services Tally NGO 50% Discount Tally GOLD No:742106124 At Rs 5400 + GST Extra	997331	18 %	1 nos	10,800.00	5,400.00
2	Repair and Service Charge One Site Visit Installations Charges GST Extra	85177090	18 %	1 nos	850.00	850.00
Output CGST@9%						6,250.00
Output SGST@9%						562.50
562.50						
Total				2 nos		7,375.00

Amount Chargeable (in words)

INR Seven Thousand Three Hundred Seventy Five Only

7,375.00

E. & O.E

HSN/SAC	Taxable Value		Central Tax		Total Tax Amount
	Value	Rate	Amount	Rate	
997331	5,400.00	9%	486.00	9%	972.00
85177090	850.00	9%	76.50	9%	153.00
Total	6,250.00		562.50		1,125.00

Tax Amount (in words) : **INR One Thousand One Hundred Twenty Five Only**

Company's PAN : **BYIPM0748Q**

Declaration
We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.
Customer's Seal and Signature

Company's Bank Details
Bank Name : **Canara Bank**
A/c No. : **0557201321**
Branch & IFS Code : **SHAHAPUR BEL**

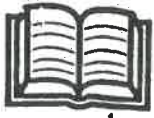
ATTESTED
STP00557

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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



Easylib

Library Automation Services

www.easylibsoft.com
A Unit of Infonics Software Pvt. Ltd.

45, 7th Cross,
P. R. Layout, Murgeshpalya,
Bangalore - 560 017, India.
Ph. : 5086606 / 5200271
E-mail: vasu@infonics.com
Cell: 98440,81710

ON 08/09/02
Invoice No. EASYLIB/2001-02/08/01
Buyer's Order No. MDC/Lib/98

INVOICE/BILL

Easylib Library Automation Services Unit of Infonics Software Pvt. Ltd. 45, 2nd Cross, P.R.Layout Murgeshpalya BANGALORE-580 017 Ph: 080-508-6606, 520-0271	Invoice No. EASYLIB/2001-02/08/01	Dated 7-Sep-02
	Buyer's Order No. MDC/Lib/98	Dated 22-May-02
CUSTOMER: Principal J.N.Medical College Belgaum-590010	Delivery Mode Personal visits	Destination Belgaum

Description of Goods	Quantity	Cost	Amount(Rs.)
Easylib Multi User Software License Software to automate the library operations with functions described in the brochure and quotation.	1	50,000	50,000
4% Tax as per the Karnataka Sales Tax		2,000	2,000
Total Amount in Rs.			52,000
First Installment already paid			20,000
Second Installment to be Paid Rs.			32,000

Amount Chargeable (in Words)
Thirty Two Thousand
Only
Please make the cheque payable to
Infonics Software Pvt. Ltd.

Remarks:
The Software Installed
The Training Provided to the
Library Staff.

GST NO.95322589
GST NO.95372581
EC CODE : 0798008041

Signature & Date



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

Easylib Software Private Limited

No. 1147/B, 1st Floor, 18th 'B' Main Road,
Behind National Public School, 5th Block, Rajajinagar,
Bangalore - 560010. INDIA



+91-80-2315 3279 | +91 97422-04624 / +91 98440-81710
info@easylibsoft.com | www.easylibsoft.com | easylib.net

Tax Invoice

INVOICE TO

The Registrar
KLE Academy of Higher
Education Research
Nehru Nagar
Belagavi, Karnataka 590010
India
State Code: 29

SHIP TO

Jawaharlal Nehru Medical
College(C0024)
JNMC KLE University Campus,
Nehru Nagar
Belgaum, Karnataka 590010
India
State Code: 29

O. ESPL/I/2019-20/199

E 31/01/2020

DU E 31/01/2020

MS Due on receipt

PLACE OF SUPPLY

29 - Karnataka

NO	ACTIVITY	UNIT	QTY	RATE	AMOUNT
1	Easylib Web Version License:Easylib 6.2a Web Version Easylib 6.2a Web Version License for JNMC as per Purchase Order KAHER/PO/19-20/D dated 13th January 2020		1	1,50,000.00	1,50,000.00

Kindly issue Cheque/DD in favor of Easylib Software Pvt. Ltd. payable at
Bengaluru

STIN No. : 29AAACI4648D1ZM

PAN No. : AAACI4648D

Bank : Axis Bank Ltd

Account No:913020054279006

IFSC No:UTIB0000693

Branch: Majestic

Bank : IDFC Bank

Ac/No: 10010830399

IFSC Code:IDFB0080151

Branch: Bangalore Residency Road

SUBTOTAL

1,50,000.00

CGST @ 9% on 150000.00

13,500.00

SGST @ 9% on 150000.00

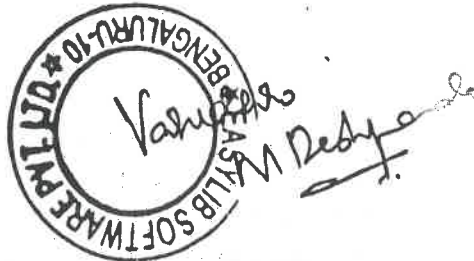
13,500.00

TOTAL

1,77,000.00

BALANCE DUE

₹1,77,000.00



ATTESTED

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