TECHNOLOGIES

4

TAX INVOICE

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. 27AAICS0042F1ZO

Karnstaka-590010

GST TIN: 29AAATK2644N6Z3

Location:

No. 01

Particulars

SAC/HSN 997331

**Amount** 

225,000.00

Spine HRMS Suite Additional 1500 Emp License

> KLES PRABHALAR KORE HOSPITAL & WAC. BELCAUM-10.

> > 2 2 250

Gen. Store

ADVANCE PAID

Add: | G S T-18 %

Total Bill Value :

225,000.00

40.500.00

265,500.00

Dr. V.A.Kothiwale

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

Belagavi-590 010,Kamataka

sates@spinetechnologies.com

Rupees Two Lac Sixtyfive Thousand Five Hundred Only

BANK NAME: HOFC BANK , Goregeon W Br, Mumbel-400062

Bank Account no. CA: 0322202000130 NEFT/RTGS NO.: HDFC0000322

PAN No. : AAICS 0042 F

For SPINE TECHNOLOGIES (I) PVT.LTD. TESTED

Authorised Signatory

E. & Q. Entrolling

E. &

call +91 22 4213224B

Chq. No. 706330

Date 02-01- 2018

P: 130247:10

Receiver's Signature with Stamp

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.
Checker & Found Correct
Passed for Payment of Rs. 2,65,500 = 00

Initial on Store Katapar
Date 22 [21]

Dept. Incharge Initial
Department Computer & Puiphelal

## ADVANCE PAID

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

Ralance 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

# issued by State Bank of Mysore

## Government of Karnataka Registration & Stamps Department

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

s/d/w/o

residing at

MYSOM

Br. Name: Date:

BELGAUM BRANCM 5 NOV 2005

Authorised Agent to collect stamp duty on behalf of God Linds and a language

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

30-Nov-05

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RegisiKLES Hospital & MRC KLE Academy of Higher Education and Research (Deemed-to-be-University w/s 3 of the UGC Act, 1956) Relagavi-590 010, Kaynataka

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 KLESH along, all through the development and implementation of the KLESH 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. Yorkewale

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

01-Dec-05

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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

ATTESTED

3	Development and implementation HR Module					11	2 Lakhs
4			implementation	Blood	Bank	1	2 Lakhs
5	Development Management	and	d implementa	tion	Asset	0	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

Dr. V A Kothiwale

Registrar

Registrar

E-cademy of Higher Education and Research,
Deemed-to-be-University u/s 3 of the UGC Act, 1956)

Deemed-to-be-University u/s 3 Narnataka

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.

 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

ATTESTED

Dr. V.A.Koth.wale Registrar

Page 9 of 39

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30-Nov-05

KLE Academy of Higher Edvoelion and Research, (Deemed-to-be-University Line 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

30-Nov-05

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KLES Hospital & MRC

Registrar
KLE Academy of Higher Education and Research,
(Deemed-to-be-University 1/5 3 of the UGC Act, 1956)
Belagavi-591 Marnataka

Dr. VA.Kari Male

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

KLES Hospital & MRC

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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.

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

**ATTESTED** 

KLES Hospital & MRC

Dr. V.A Kothuwale

Registrar KLE Academy of Higner Education and Research, (Deemed-to-be-University u/s 21 the UGC Act, 1956) Belagavi-590 010, kannataka

Page 13 of 39

30-Nov-05

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

Page 15 of 39

Dr. VA Kolevanie

Registur

KLE Academy of Higher Education and Research,
(Deemed-to-be-University u/s 3 of the Lorb Act, 1956)
(Deemed-to-be-University u/s 3 of the Lorb Act, 1956)
(Deemed-to-be-University u/s 3 of the Lorb Act, 1956)

30-Nov-05

# 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

30-Nov-05

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KLES Hospital & MRC

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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 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.

J.M. Munavalli)

30-Nov-05

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KLES Hospital & MRC

Belagavi-590 010, Kamataka

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

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 urider 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 licensons (FICS

B Deemed-to-be 3

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 amount.

Taxes. Customer shall be entitled to payments to TCS, any tax on TCS' income deductions the rates applicable as per the provisions of Income Tay Acta 961 and provide TCS with evidence or certificate of payment of such at to the taxing authorities. TCS shall submit fivoices to tax to the taxing authorities. TCS shall submit fivoices to tax to the taxing authorities. TCS shall submit fivoices to tax to the taxing authorities. TCS shall submit fivoices to tax to the taxing authorities. TCS shall invoice and Customer shall remit payment to TCS within thirties (30) and the payment to TCS within thirties (30) an specified in Schedule 4. If any invoice remains unpay after the garage aft and/or suspend the Services.

6. Representations And Warranties

TCS warrants that the Services will be provided in skilling workman like manner and in conformity with the skillturand are provided by TCS free of charge chargeable shall be provided on an 'AS chargeable shall be provided on an 'AS without any warranties whatsoever. Each Party represents to any covenants to the other that: (i) it is duly organized and validity existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the state of existing and in good standing under the larks of the standing and in good standing under the larks of the standing and in good standing under the larks of the standing and in good standing under the larks of the standing and in good standing under the larks of the standing and in good standing under the larks of the standing and in good standing under the larks of the standing under the larks of the

Dr. V.A.Korri 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 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 entitles 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 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

### 10. Term And Termination

10.1 <u>Term:</u> 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 equivalent for the benefit of creditors or of a receiver or locally similar proceedings.

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Dr. V.A.Kotpiegi PRAR Registrar

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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 walver 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 <u>TATA Code Of Conduct</u>: 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.asox?artid=NvGNnLHkaAc= Customer agrees to make good faith efforts to notify TCS designated executives of any breach of the Tata Code of Conduct by any TCS personnel relating to this Agreement. TCS in turn, undertakes that it will maintain confidentiality of all communication received.

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

KLE University ("Customer")	Tata Consultancy Bervices Ltd. ("TCS")
Ву:	Ву:
Name:	Name: Venguswamy Ramaswamy
Title:	Title: Global Head - TCS iON
Date:	Date: 31 12 2018

Dr. V.A.Kothiwale

Registrar

(TCS Proprietary and Confidential) the Education and Research, (Deemed-to-be-University u/s 3 of the UFC Act, 1956)

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Belagavi-590 010,Kam

### **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

"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

"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 Authorised 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

"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

"Licensing Conditions" means the terms and conditions applicable for use of the respective items of TCS Application System or third party

"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

"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 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

"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 Re-(Deemed-to-be-University u/s 3 of the UGC Ac

Belagavi-590 010,Kamataka

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# A. The details of the Customer are as follows:

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

Service Commencement Date
2-2018 15-5EPTEMBER-2018
-

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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- 5 -

### **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

### 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 DELIVER	RY MILESTONES	
Implementation	Configuration TCS	Data Upload	Transaction	Deliver Output
Services	103	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

Detailed customer responsibilities during implementation Disc

	No. of the control of	No. of the Control of	STAGES		
	Detailed Process Study	System Config and implementation Readiness	Data Loading and Acceptance Testing	Training	Maintenance of App,
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	Modules Ongoing, Planned release, Ticket Support

### Service levels:

1	Service availability rate at data center	98% based on quarterly review
1	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 recover injured 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 fallure 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
- Interruptions during any period where TCS or its agents are not allowed access to the Customer premises where the access

## 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.

and the same of th	
Toll Free Number	
E-mail	1-800-209-8030
- Control of the Cont	ion.servicedesk@tcs.com
ining:	

### 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
- 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.
- ſ. TCS Designated locations;

TCS will host its applications from TCS Data Centre.

Ħ. Customer designated locations:

None

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

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

### V. Authorized Usera:

The employees (including temporary and contract employees) of the Customer that have been duly designated and authorized TCS point of contact:

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

Customer Change Champion:

Customer Single Point of Contact:

Name

Dr. Ganachari M.S.

Email

dyregistrar@kleuniversity.edu.in

Contact #

944 863 4457 / 61358266

Name

Dr Bala Subramanium

Email

bala@kleuniversity.edu.in

Contact #

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VI. Target Environment:

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Dr. V.A.Kothiwale

Registrar

KLE Academy of Higher Educa (Deemed-to-be-University u/s

Belagavi-590 070,



Services Environment

### 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.

### Data availability at the various tayers;

- 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.
- 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
- 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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Dr. V.A.Kothiwale

(TCS Proprietary and Confidential) Registrar
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### **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").

### 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 Authorised 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.

**USAGE RIGHTS AND RESTRICTIONS** 

- 2.1 <u>Usage rights</u>. (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 than on Target Environment, (b) 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 nonor non-compliance of the terms and conditions of this use remis by any authorized user shall be deemed to be a breach of 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 <u>Proprietary and Confidentiality Markings or Notices.</u> 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 or confidentiality markings that may be placed on the TCS Application System or components thereof provided to Customer hereunder. Customer shall not remove or after 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 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, subficensing, 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.

**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 o attached to the TCS Application System or any enhancements, upgrades or derivative works thereof. MUMBAI)

(TCS Proprietary and Confidential)

Dr. V.A.Kothiwale 1/11/ 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:	Ву:
Title:	Name: <u>Venguswamy Rameswamy</u> Title: <u>Global Head – TCS iON</u>
Date:-	Date: 31 12 2018

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

PNCY

(TCS Proprietary and Confidential)

## SCHEDULE 4 FEES FOR SERVICES

Solutions	Minimum Users	Users		
	The second second	94019	Frequency	PUMP
CS ION HRMS Solution	1300	Employees	Manager at the second	
		- inployees	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
- 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. Involcing 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
- 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 requested by Customer, will be analyzed for reasibility. It round reasible, 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
- 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
- The total contract value shall not exceed <u>Rubees Thirty Four Lakhs (Rs.34.00.000)</u> 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
- 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) of High?

Dr. V.A.Kothiwale

Registrar

MUMBAI

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

involces, 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

- 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
- 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	Notes		
CMS Hooks	Normalization Class	25,000	Per normalization class		
	Promotion Class	25,000			
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 Cheque Printing	25,000 10,000	Progress Reports, ID Card, Bar Code Printing		
		10,000			
	Macro Reports - Simple	25,000	Per report		
Custom Macro Reports	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.		
	JSONReports - Simple	25,000	Per report		
Custom JSON Reports	JSON Reports - Complex	50,000	Per report. Created by combining multiple ODRs, Complex Logic		
or a supplied	Modification to Existing Reports (JSON)	25,000	Modification to any report that had earlier been developed by us.		
Vorkflow	Modification to existing default workflows	10,000	Default workflows available across HRMS, Payroll, F&A, CMS Solutions, These relate to modification to the workflows		
-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 changeable.		
ystem Change	Simple Change	25,000	System Change Requests will be		
equests	Complex Change		Where feasible changes will be taken up as not of		

**ATTESTED** 

Dr. V.A.Kothiwale Registrar

KLE Academy of Higher Education and Research (Deemed-to-be-University u/s 3 of the UGC Act,1556 & Belagavi-590 010,Karnataka

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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 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

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 changes proposed. Promptly rollowing ILS receipt or customers change request, ILS shall submit a written change order proposed 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

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

### Annexure A to Schedule 5

				Change Reque	st No.;	
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	b) Schedule 2					
	c) Schedule 4					
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Authorized Signatory		Date				
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Customer			0			
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TATA CONSULTANCY SERVICES:

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

ŏ:

Mr. R. Balsubramaniyam

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

Phone Office: 0831-2444444

1560 47/4322

From:

Shiyam Prakash

**ATTESTED** 

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

Cell:- +919008133779

Bangalore - 560009, Karnataka

Gandhinagar,

SJM Towers, Seshadri Road,

Tata Consultancy Services
Unit -III, No.18,

**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

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Dr. V.A.Kothiwale

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

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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 : Can : Canara Bank

A/o No. : 0557201001321
Branch & JFS Code : SHAHAPUR BELAGAVI & CNRB0000557 A/c No.

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, Kamataka

### **TAX INVOICE**

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MATTE TECHNOLOGIES

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.	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

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INR Four Thousand Two Hundred Forty Eight Only

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Tax Amount (in words): INR Six Hundred Forty Eight 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.
Customer's Seal and Signature

Bank Name A/c No.

: Canara Bank : 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

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**MATTE TECHNOLOGIES** 

MATTE TECHNOLOGIES
Tally Expert Partner & Computer Seles & Services
#House No :31/a
Malaprabha Nagar Vadgaon Betagavi
Office Adress 4th Cross Bharat Nagar Vadgaon
Shahapur Belagavi
GSTIN/UIN: 29BYIPM074801ZL
State Name: Karnetaka, Code: 29
COntact: 9242876222/8147481179
E-Mail: mahira\_tachsolutions@yahoo.in

Buyer

The Principal of JNMC

Belagavi

State Name

: Karnataka, Code : 29

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

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

Company's PAN

: BYIPM0748Q

Company's Bank Details

Bank Name

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

: Canara Bank 0557201001321

A/c No.

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

for MATTE TECHNOLOGIES

Authorised Signatory

E. & O.E

SUBJECT TO BELAGAVI JURISDICTION

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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,Kamataka

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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

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MATTE TECHNOLOGIES - 2018-21 MATTE TECHNOLOGIES - 2018-21
Tally Expert Partner & Computer Sales & Services
Bharat Nagar 4th Cross Shahapur Belagavi
31/a Mafaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 298YIPM0748Q1ZL
State Name: Karnataka, Code: 29
Contact: 9242376222/8147881179
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. Dated MTS\138/20-21 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

I	Description of Goods	HSNVSAC	GST	Qua	ntity	Rate	Der	Disc. %	Amount
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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.

Company's Bank Details Bank Name Canara Bank

A/c No. 0557201001321 Branch & IFS Code:

VADGAON BELAGAVI & CNRB0005299

for MATTE TECHNOLOGIES - 2018-21

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, Kamataka

## **TAX INVOICE**

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Melagrethis Nagar Vacageon Belagevi GSTINVIIN: 2891PMO7480712 J State Name: Karnataka, Code: 29 Contact: 92423762228/14788179 E-Mall: mahira_techsolutions@yshoc.in Buyer  K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES Belagavi State Name: Karnataka, Code: 29  Despatched through Destination  Terms of Delivery  State Name Services Tas Gold Tally Software Services Tas Gold Tally Si No:772020938  Output CGST@9% Output SGST@9% Output SGST@9% Output SGST@9% Output Chargeable (in words)  Total 1 nos 1 nos 5 6,372.0  Belagavi  I nos 5 6,372.0  Total 1 nos 5 6,372.0  Bollevery Note Date Despatched through Destination  Terms of Delivery  Terms of Delivery  Signature Services Tas Gold Tally Software Services Tas Gold Tally Software Services Tas Gold Tally Signature Services Tas Gold Tally Signature Services Tas Gold Output SGST@9% Output CGST@9% Output CGST@9% Output CGST@9% Output Chargeable (in words)  Total 1 nos 5 6,372.0		Tally Expert Partner & Computer Sales	&Services	MT	3\86/19-2	0	31	-Oct-20	19
State Name : Karnataka, Code : 29 Contact : 92429762229447861179 E-Mail : mahira_techsociutions@yabnoo.in Buyer K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES Belagavi State Name : Karnataka, Code : 29  Despatch Document No. Delivery Note Date  Despatched through Destination  Terms of Delivery  Terms of Delivery  Terms of Delivery  Description of Goods HSN/SAC Quantity Rate per Disc. Amount  Tally Software Services Tss Gold  Tally Si No:772020936  Output CGST@9% Output SGST@9%  Output SGST@9%  Total 1 nos 10,800,00 nos 50 % 5,400		Malagrapha Nagar Vadopon (	Belegevi	Deli	very Note	18-19-19-19-19-19-19-19-19-19-19-19-19-19-			
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claration Bank Name : Canara Bank e declare that this invoice shows the actual price of goods described and that all particulars are true and correct.  Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB000055 stomer's Seal and Signature	R SIx Thousa 8313  x Amount (in words empany's PAN claration e declare that the	(in words) and Three Hundred Seventy HSN/SAC  Total s): INR Nine Hundred Seve  : BYIPM0748Q  is invoice shows the actual price and that all particulars are true and cond Signature	Two Or Taxable Value 5,400.0 5,400.0 Inty Two	ompa ank No c No.	Central Tate   Amo	Details : Canara : 0557201	Benk 0013	Amount 486.0 486.0 21 LAGAVI &	CNRB0000557 CHNOLOGIES ATTESTE

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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This is a Computer Generated Invoice

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

### **TAX INVOICE**

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<b>The Registar KL</b> Nehru Nagar Bel	.E University				**************************************				
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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	>	Invoice N			D	ated	
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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**

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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

The Registar KLE University Nehru Nagar Belagavi

State Name : Karnataka, Code : 29

Invoice No.	Dated
MTS\133\18-19	31-Jan-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

SI No.	Description of Goods and Services	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tes Gold V.K.Instute of Dental Sciences Bgm Tally SI No:781069599	998313	1 nos	5,500.00	nos	1000	5,500.00
2	Tally.Net Subscriptions Services College of Pharmacy Belagavi 1) Tally SI No:732020940 College of Pharmacy Hubbali 2) Tally SI No:712464120 College of Pharmacy Bengaluru 3) Tally SI No:782464104 Institute of Physioniherapy Belagavi 4) Tally SI No:772022196 Shrill B M K Ayurveda Mehadyalaya Bgm 5) Tally SI No:752020938 Ayurveda Hospital Belagavi 6) Tally SI No:752022198 Aushalayalaya Belagavi	997331	7 nos	1,900.00	nos		13,300.00
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INR Twenty Two Thousand Five Hundred Ninety Seven Only

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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 & CNRB0000557

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.

Authorised Signatory

Dr. V.A.Kothiwale

E. & O.E

SUBJECT TO BELAGAVI JURISDICTION This is a Computer Generated Invoice

> 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)

Buyer KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL YELLUR BELAGAVI State Name : Karnataka, Code : 29  Despatched through  Destination  Terms of Delivery  Description of Goods No.  Tally ERP9 Silver Tally SNO:798605930 KEY NO:GZKMER6EX  Output CGST@9% Output CGST	E-Mail: mahira_techsolutions@yahoo.in  PATHIC MEDICAL COLLEGE & HOSPITAL LAGAVI : Karnataka, Code: 29  Despatch Document No. Delivery Note Date  Despatched through Destination  Terms of Delivery  Description of Goods  GST Quantity Rate per Disc. % Amount Rate  PSilver NO:796605930 GZKMER6EX  Output CGST@9%  Description of Goods  18 % 1 nos 16,525.42 nos 16,525.42	Buyer KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL YELLUR BELAGAVI State Name : Karnataka, Code : 29  SI Description of Goods No. Description of Goods No. Description of Goods No. Tally ERP9 Silver Tall V SNO-798605930 KEY NO.GZKMERAEX  Output CGST@9% Output SGST@9% Output SGS	Buyer  KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL YELLUR BELAGAVI State Name : Karnataka, Code : 29  SI Description of Goods  No. Description of Go	SI Description of Goods GST Quantity Rate per Disc. % Amount Tarliy ERP9 Silver Tally SNO:798605930 KEY NO:GZKMERGEX  Output CGST@9%  Output CGST@9%  Output CGST@9%  Output SGST@9%  Total  To	Buyer E-Meil: mething technology and provided in more and provided in mo		MATTE TECHNOLOGIES Tally Expert Partner & Computer Sale #House No :31/a Malaprabha Nagar Vadgaon GSTIN/UIN: 29BYIPM0748 State Name: Karnataka, C	s &Services Belagavi BQ1ZL	MT: Deli	oice No. S\109\18- very Note	19 · · · · · · · · · · · · · · · · · · ·	20 Mc		is of Payment
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This is a Computer Generated Invoice

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

# TAX INVOICE TAX INVOICE

### (ORIGINAL FOR RECIPIENT)

	MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales &Se #House No :31/a House No :31/a Malaprabha Nagar Vadgaon Bela GSTIN/UIN: 29BYIPM0748Q1: State Name: Karnataka, Code Contact: 9242376222/8147861 E-Mail: mahlra_techsolutions@yaha  (aher Institute of Nursing College	agavi ZL : 29 1179 100.in	MT Deli Sup	olce No. S\74\18-1 very Note plier's Ref.	No.	M Of		18 ns of Payment erence(s)
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Registrar
KLE Academy of Higher Education and Research,
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)
Belagavi-590 010, Kamataka

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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

# TAX INVOICE TAX INVOICE

(ORIGINAL FOR RECIPIENT)

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e	uyer	Contact: 9242378222/81478 E-Mail: mahira_techsolutions@y	61179 Bhoo.in	Su	oplier's Ref.	- **	Other	Reference(s)
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SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Authorised Signator

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



MATTE TECHNOLOGIES

MATTE TECHNOLOGIES
Tally Expert Pariner & Computer Sales & Services
#House No:31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM074801ZL
State Name: Karnataka, Code: 29
Contact: 9242378222/6147861179
E-Mail: mahi/a\_techsolutions@yahoo.in

Buyer The Register KLE University Nehru Nagar Belagavi

State Name : Karnataka, Code : 29

Invoice No.	Dated
MTS\44\18-19	21-Aug-2018
Delivery Note	Mode/Terms of Payment
Suppliers Ref.	Other Reference(s)
Buyer's Order No.	Dated
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Tax Amount (In words): INR One Thousand One Hundred Twenty Five Only

Company's PAN

: BYIPM0748Q

Company's Bank Details Bank Name : Can

: Canara Bank

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

A/c No.

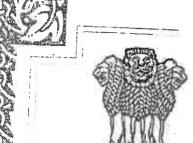
0557201001321 Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A. Kothiwale

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



#### सत्यमेव जयते

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

# INDIA NON JUDICIAL Government of Karnataka

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E SUTRA CHRONICLES PVT LTD

Article 12 Bond

SOFTWARE AGREEMENT

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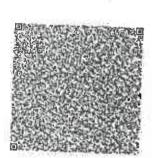
E SUTRA CHRONICLES PVT LTD

KLE UNIVERSITY BELGAUM

E SUTRA CHRONICLES PVT LTD

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#### 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, hereinaster called KLE University (which expression shall wherever the context so admits include its successors and assignees) of the First Part

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Registrar

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

tatutory Alert:

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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

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

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

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 KLF

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 1T 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
- 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. V.A. Kothiw Page 2 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

### 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 with-
- 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.

1	time for bugs reported by KLE U	niversity
Severity of Bug	Y .	
Critical - Show	Phone call to e-Sutra designated number AND logging of issu	Time schedule to e-Sutra to respond with plan and timeline to resolve issue
stopper Major	Phone call to e-Sutra designated number 4.	e Within 8 (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  Phone call to e-Sutra designated number AND.	Within 12 (working) hours of the reporting of the bug by KLE
	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
thre	ough Friday	The country of the country organization

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

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.KotPages 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

- 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

- Downtime caused as a result of KLE University exceeding system capacity;
- ii. Downtime due to viruses
- Downtime due to KLE University failure to adhere to e-Sutra change Management
- Downtime caused by Acts of God or natural disasters;
- Any event or condition not wholly within the control of Vendor; V.
- The negligence or willful misconduct of KLF University or others authorized by KLE University to use the Services provided by Vendor Vi.
- 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
- 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
- Any failure of KLE University-provided local access facilities
- Any scheduled or emergency maintenance up to an accumulated total of 24 hours per
- 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,Kamataka

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 I MBPS bandwidth 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.

2	Annual usage fee for Contineo - Institution level software	Rs.600/- per user* per year
_	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
•	Program Management fee for Implementation  Business analysis to continue	Free - Included n above
	Business analysis to capture customization requirements contineo' customization fee	Free - included n above
••	New Module Development	Free Included n above
	User Training fee (Train the trainer model)	Extra at actuals
)	integration of any one 3rd party payment gateway for online payments	Free - Included n above
	Set up fee (One time)	None - Walved off

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Dr. V.A.Kothiwalage 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) 12	ltem	Cost
16.	Premium Support  Phone support 9 AM to 5 PM: Monday to Friday and all working days	Free - Included n above
	Support personnel at KLE University campus on need basis (for training and support purposes).	
	Remote support over internet	
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
15	Government taxes	University  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.
- 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 tien 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

**ATTESTED** 

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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 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.
- Warranties and Indemnity: e-Sutra warrants that 'contineo' and its extendible capacitates 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 capacitates 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
- 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 jurisdiction.
- 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 w/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
- 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
- 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 it's promotional materials including website. e-Sutra will be permitted to list KLE University as a customer in it's 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** 

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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

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 with the breach of performance of the respective obligations and duties of the Parties under this Agreement.

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

For and on behalf of KLE University, Belgaum

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

Name: Pack (Kn) V. D. Pactal

Name: Suddindag Mothas;

Designature with Seal:

Witnesses 1

Name: Signature with Seal.

Witnesses 2

Name: Pack M 8 Ganachen

Address:

Signature

Signature

Signature

Signature

ATTESTED

Dr. V.A.Kothiwale

Registrar

KLE Academy of Higher Education and Research, (Deemed-to-be-University u/s 3Page USC Act 1956)

Belagavi-590 010, Kamataka

### Annexure 1

# 'contineo' core features offered to KLE University

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Admission & Fee management, Online Payment Academic Plan Monitoring		1.5
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	**	
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LUISIV	C. C. sterings	- 5%
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Institutional Performance View		Company of the control of the contro
Social Ferromance View		
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Consolidated Student Database		
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Consolidated Institutional Performance System University Academic Reports & MIS	the state of the same	
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Registrar
KLE Academy of Higher Education and Research,
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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
  - 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
  - b. 5 TB NAS

ATTESTED

Dr. V.A.Kothiwale

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

TAX INVOICE Original Redirection of the Pot. Ltd. 15/03/2019 Invoice No: بنز, Dwarakavasa Road, 7th Main Dated: RTPL/JNMU/LCS/03/203 warath Nagar 1st Stage angalore - 560091 Delivery Note: RTGS 1bl: 9900947781 Mode of fail ID: harshal@reidus.in Payment: Supplier's Ref: Other self Reference(s) ill To Buyer's Order No : KLEU/Accs/16-17/D-804 25th Nov 2016 Dated: he Registrar, KLE University distributed to the instruction NMC Campus, Nehru Nagar, Belagavi - 590 010 Dispatch Document No. 1 Dated: STIN: 29AABTKOSS1E1ZN Dispatched through: Destination: Belagavi Contact Name Dr. A.P Hogade Contact Number 9480397727 SI no **Description of Goods** HOM 1 Rate / Unit Impartus Lecture Capture Solutions Qty Amount 399,168.00 1 399,168.00 **3rd Year Service** HSN / SAC Code - 9973 The above 5010 has been provided for Anatomy/Physiology/Pothology/Pharmacology Gall 6 2505itting Capacily (Haspital) Lesture hall 6 Berver at Server room, 2nd stoor, J. N. Medical College, Belogari afte working substactorily MA SANJEEV ... PATIL **SGST @ 9%** 35,925.12 Natwork Engineer **CGST @ 9%** 35,925,12 Department of Mesical Education Total 471.018.24 J. N. Medical College, Belagavi-10. Round up 0.75 **Grand Total** 471,019 (in Words ) Four Lakhs Seventy One Thousand Nineteen Rupees Only E.&O.E 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. - 356 375 843 24 / IFSC code - SBIN0005 98 / Bank ATTESTED Bengaluru Declaration: For Rei

We declare that this invoice shows the actual price of the goods described and that

all particulars are true and correct.

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

V.A.Kothiwali Registrar



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

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off toll towns 12

	NVOICE/BILL		
Easylib Library Automation Services Unit of Infonics Software Pvt. Ltd.	Invoice No. EASYLIB/2001-02/08/01		Dated 7-Sep-02
45, 2nd Cross, P.R.Layout Murgeshpalya BANGALORE-580 017 Ph: 080-508-8608, 520-0271	Buyer's Order No. MDC/Lib/96		Dated 22-May-02
GUSTOMER:  Principal  J.N.Medical College  Belgaum-590010	Delivery Mode Personal visits	i	Destination Belgaum
	Quantity	Unit Cost	Amount(Rs.)
Description of Goods  Easylib Multi User Software License Software to automate the library operations with functions described in the	1	50,900	50,000
brochure and quotation.		2,000	2,000
1% Tax as per the Karnataka Sales Tax			52,000
Total Amount in Rs.			20,000
First Installment already paid Second Installment to be Paid Rs.			32,000
Amount Chargeable (in Words) Thirty Two Thousand Only Please make the cheque payable to Jonics Software Pvt. Ltd.	Remarks: The Software Installed The Training Provided to the Library Staff.		
(ST NO.95322589 CST NO.95372581 EC CODE: 0798008041		EPVT	
EO CODE. VIOUVOUTI	Signature & Date	) di	

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

# Fasylib 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

PLACE OF SUPPLY

29 - Karnataka

SHIP TO

Jawaharlal Nehru Medical

College(C0024)

JNMC KLE University Campus,

Nehru Nagar

Belgaum, Karnataka 590010

India

State Code: 29

A TO THE PERSON OF THE PERSON

INVOICE NO. ESPL/I/2019-20/199 DATE 31/01/2020

**DUE DATE 31/01/2020** 

TERMS Due on receipt

NO

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

AMOUNT

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

CGST @ 9% on 150000.00

SGST @ 9% on 150000.00

TOTAL

**BALANCE DUE** 

1,50,000.00

13,500.00

13,500.00

1,77,000.00

₹1,77,000.00

ATTESTED

Dr. V.A.Kathiwale

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

KAHER/20-21/D-882

Purchase Order No.:

SO946322

Sales Order No.:

Sep 30, 2020

Due Date: 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
Product Name DCPLUS-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

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

KAHER/20-21/D-882

Purchase Order No.:

SO946322

Sales Order No.:

Due Date:

Sep 30, 2020 Net 15

Payment Terms: Service Start:

Sep 07, 2020

Service End:

Sep 06, 2021

Wire Instructions:

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

**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

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. 27AAICS0042F1ZO

Karnataka-590010

GST TIN: 29AAATK2644N6Z3

Spine HRMS Sulte

Location:

No.

Ot

Particulars

SAC/HSN 997331

Amount

225,000.00

Additional 1500 Emp License

KLES PRABHALAR KORE HOSPITAL A WAC. BELCAUM-10.

2 2 856

Gen. Stores

ADVANCE PAID

Add: 1 G S T-18 %

Total Bill Value :

225,000.00

40,500.00

265,500,00

Rupees Two Lac Sixtyfive Thousand Five Hundred Only

BANK NAME: HOFC BANK , Goregeon W Sr, Mumbel-400062

Bank Account no. CA: 0322202000130 NEFT/RTGS NO.: HDFC0000322

We hereby certify that Particular of

PAN No. : AAICS 0042 F

For SPINE TECHNOLOGIES (I) PVT,LTD.

TERMS & CONDITIONS!

SPINE TECHNOLOGIES (I) PVT.LTD. ( 100 % Advance against Purchase Order.)

ent is not transferabl

3) LICENCE AGREEMENT VOID IN CASE OF NON PAYMENT OF THIS INVO

Subject to Mumbal Jurisdiction.

Authorised Signatory KIEN IN. Prahhabar Kurc Hospital

Receiver's Signature with Stamp

**ATTESTED** 

Spine Technologies (I) Pvt., Lto.KLES Dr. Prabhakar Kore Hospital &

Chq. No. 706330

call +91 32 42132248 sales@spinetechnologies.com/3/e

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

Pe 130247:00

407-408 4th Floor Ddefinity Piot MRC, Belagavi - 10.

Date. 02-01- 2018

Instrument / Equipment Ledger No. Furniture & Dead Stock Ledger No. Consumable Articles Ledger No. Other Articles Dead Stock Ledger No. Checked & I cand Correct Passed for Payment of Rs. 2.65, GAD SOT Initial on Store Keeper Dept. Incharge Initial

Date 22/12/17

Department Computer & peripheral

#### **ADVANCE PAID**

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

Balance R. 1,30,247+

**ATTESTED** 

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 KLESH along, all through the development and

### 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.

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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	<b>Customized Module</b>	Release
Patient Registration		Facility Scheduling	11
In Patient Billing and Cash Handling	1	Equipment Maintenance	11
Out Patient Billing and Cash Handling		Maintenance tracker	11 _
Admissions, Discharges and Transfers	l.	Medical Records (current version as it is)	
Application Systems Security	1	Medical Records Tracking	11
Laboratory Reports	1	Linen and Laundry	11
Doctor's Accounting	1	Attendance and Payroll	11
Night Audit	1	House Keeping	11
Financial Accounting	1	MIS Reporting release	Н
Accounts Payable & Bill passing	1	CSSD	H
MIS Reporting Release I	1	Vehicle Management	11
Pharmacy & Stores		Blood Bank	11
Purchase Orders & Indent			
Nurse Station (current version as it is)			
Doctors Consulting/Case Paper (current version as it is)	1		

#### 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 cartified by party of the KLESH

#	Particulars	Release	License Fee
1	Development and implementation of Interfacing of Mini PACS	11	1 Lakh
2	Development and implementation EMR, Nursing Module, Clinic Management		7 Lakhs

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KLES Hospital & MRC

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3	Development as	Development and implementation HR Module				11	2 Lakhs
4	Development and implementation Blood Bank Module		1	2 Lakhs			
5	Development Management	and	implementa	tion	Asset	H	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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KLE Academy of Higher Education and Research, (Deemed-to-be-University u/s 3 of the UGC Act, 1956) Belagavi-590 010, Kamataka

#### 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.

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

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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KLE Academy of Higher Education and Research, (Deemed-to-be-University w/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 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:

The The

ATTESTED KLES Hospital & MRC

- 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)

30-Nov-05

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KLES Hospital & MRC

KLE Academy of Higher Education Research (Deemed-to-be-University w/s 3 of 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.

W

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

For Sofscript

Munu

By: Ms. Viloo Williams General Manager

Witness 1

Witness 2.

(PUNGORALE)

J.M. Munavalli)

30-Nov-05

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KLES Hospital & MRC

Dr. VA.Ko Regist

KLE Academy of Higher Education and Research, (Deemed-to-be-University u/s 3 of the UGC Act, 1956) Belagavi-590 010, Karnataka 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 sulte 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 <u>Permitted Use of Services</u>: Customer's use of TCS Applications System shall always be subject to the <u>Licensing</u> 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 bwn 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 unider 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 licer QUSTERCS

Deemed-to-be

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 an Taxes. Customer shall be entitled to deduct from applicable payments to TCS, any tax on TCS' income deductible a source at the rates applicable as per the provisions of Income Tax Acta 981 by Taxes. Customer shall be entitled to deduct from applicable a payments to TCS, any tax on TCS' income deductible a source at the rates applicable as per the provisions of Income T3. Acta 92 the rates applicable as per the provisions of Income T3. Acta 93 the rate and provide TCS with evidence or certificate of payment of Sulfa tax to the taxing authorities. TCS shall submit fivoics to Customer In accordance with the payment schedule in Schedule 4. Customer shall remit payment to TCS within thirt (30) days from the date of invoice. TCS shall invoice and Customer shall make payment, in advance, in accordance with the burng paried specified in Schedule 4. If any invoice remains unpay afts the aforesaid period, TCS shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculates from the apayment due date until the recovery is made in full with interest and/or suspend the Services. and/or suspend the Services.

6. Representations And Warranties

TCS warrants that the Services will be provided workman like manner and in conformity with in Schedule 2. Notwithstanding the aforesation AL S are provided by TCS free of charge chargeable shall be provided on an 'AS basis without chargeable shall be provided on an 'AS " pasis" without any warranties whatsoever. Each Party represents damants and covenants to the other that: (i) it is duly organized and value existing and in good standing under the large of the state or constitute a breach or default under, its charter of broanization or any contract or other instrument to which it is a party EXCEP! AS SET FORTH IN THIS CLAUSE, TCS MAKES WE WARRANTIES TO CUSTOMER, EXPRESS OR MELLIO, WITH RESPECT TO ANY SERVICES OR DELIVERABLE TO VIDEO HEREUNDER OR UNDER SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, ANY IMPLIED WAS MELLION, AND ME

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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 guldelines, 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

### 10. Term And Termination

10.1 <u>Term:</u> 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 assone or equivalent for the benefit of creditors or of a receiver for of any similar proceedings.

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REGISTRATE Academy of Higher Education and Research,

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

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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 explry of this Agreement

### 12. Miscellaneous Provisions

12.1 <u>Independent Contractors and assignment</u>. 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 <u>TATA Code Of Conduct</u>: 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.

KLE University ("Customer")	Tata Consultancy Services Ltd. ("TCS")
Ву:	By:
Name:	Name: Venguswamy Ramaswamy
Title:	Title: Global Head - TCS iON
Date:-	Date: 31 12 2018

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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

#### **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 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
- "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 Authorised 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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# SCHEDULE 1 CONTRACT DETAILS

# A. The details of the Customer are as follows:

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

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

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Projector

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### SCHEDULE 2

#### Į. 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

#### 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
	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 DELIVER	RY MILESTONES	
Implementation Services	Configuration TCS	Data Upload Customer (provide data) TCS (upload data)	Transaction Customer's End User	Deliver Output 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

Detailed customer responsibilities during implementation Phase

	20 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	* *** * *** * * * * * * * * * * * * *	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:

1	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 reco

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

### 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.

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### 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.
- ı, TCS Designated locations:

TCS will host its applications from TCS Data Centre.

II. Customer designated locations:

None

10. 3rd party software incorporated in TCS Application System:

None

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

None

#### V. **Authorized Users:**

The employees (including temporary and contract employees) of the Customer that have been duly designated and authorized

### TCS point of contact:

Name: Manivannan Ranganathan

Ernall: manivannan.ranganathan@tcs.com

Customer Change Champion:

Name

Dr. Ganachari M.S.

Emall

dyregistrar@kleuniversity.edu.ln

Contact #

944 863 4457 / 61358266

Customer Single Point of Contact:

Name

Dr Bala Subramanium

Email

bala@kleuniversity.edu.in

Contact #

95 383 79799

VI. Target Environment:

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Belagavi-590 010, Karnataka

### Services Environment

### **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

**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.
- 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
- 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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Dr. V.A. REGISTRAR

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 below and Tata Consultancy Services Limited (TCS"). ("Agreement") signed between Customer named herein

### 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 Authorised 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.

**USAGE RIGHTS AND RESTRICTIONS** 

- 2.1 <u>Usage rights</u>. (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 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 contractual use of the TCS Application System requires TCS' prior written consent and authorization. Customer is responsible to ensure contractual use of the TUS Application system requires TUS prior written consent and authorization. Customer to represent compliance with all usage restrictions and other applicable terms and conditions of this Use Terms by each Authorized User. Any breach or pore 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 Suse 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
- 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, after or otherwise render illegible any of TCS's Logo, Trademark, Copyright notice or other proprietary and Confidentiality markings that new he placed on the TCS Application System or components thereof provided to Customer herestudge. or confidentiality markings that may be placed on the TCS Application System or components thereof provided to Customer hereunder. Customer shall not remove or after TCS's and/or its ficensors' 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
- 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 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.

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. MUMBALO

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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:	Ву:
Title:	Name: Venguswamy Ramaswamy
Date:-	Title: Global Head - TCS ION  Date: 31 12 2018

(TCS Proprietary and Confidential)

Var. V. 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

# SCHEDULE 4 FEES FOR SERVICES

Solutions	Minimum Users	Users	T e	
A	The state of the s	00018	Frequency	PUMP
CS ION HRMS Solution	1300	Employees	The street of the	
		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 not longer needed to be active, it is the responsibility of the Customer to de-activate any such users so that such inactive
- 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 development and additional charges and timelines will be mutually agreed upon. If Customers has asked for some changes 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
- 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
  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 always at 100% of the charges. Full invoicing will commence from the first month of subscription invoices and these will be a transformation initiative. TCS recommends that customer identify a Change Champion to work closely with TCS and drive 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 <u>Rupees Thirty Four Lakhs (Rs.34.00.000)</u> 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 software user access to the TCS application Systems after giving an e-mail notice of 5 business days. The access to the at least 1 business day from the payment of all the outstanding invoices, as per the contract terms. TCS may take non-payment of iON invoices will lead to termination of iON services Upon termination of services due to non-payment of iON invoices will lead to termination of iON services Upon termination of services due to non-payment of iON invoices.

(TCS Proprietary and Confidential)

Registrar

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

- 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
- 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
( Date of the last	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	Reports / Letters that need Adobe Xpro	25,000	Progress Reports, ID Card, Bar Code Printing
· · · · · · · · · · · · · · · · · · ·	Cheque Printing	10,000	
	Macro Reports – Simple	25,000	Per report
Custom Macro Reports	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.
	JSONReports - Simple	25,000	Per report
Custom JSON Reports	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.
Vorkflow	Modification to existing default workflows	10,000	Default workflows available across HRMS, Payroll, F&A, CMS Solutions. These relate to modification to the workflows
-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 changeable.
ystem Change	Simple Change	25,000	System Change Requests will be analyzed for feasibility.
equests	Complex Change		Where feasible, changes will be taken up as part of roadmap development on additional charges

(TCS Proprietary.and Confidential)

Dr. V.M. Moth Registrar

KLE Academy of Higher Education and Research, (Deemed-to-be-University u/s 3 of the UCC 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 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

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:	D <sub>1</sub>	ate Approved	Half & Trial
Project:			
Description of Change:			
Following are the change	s/additions agreed to:		
a)	Schedule 1		
b)	Schedule 2		
c)	Schedule 4		
Approved with Changes			
Tata Consultancy Services	s Limited		
Authorized Signatory		Date	
Customer			
Authorized Signatory		Date	
			ANGE

(TCS Proprietary and Confidential)

Dr. V.A.No Mark

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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TATA CONSULTANCY SERVICES

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

<u>.</u>

Mr. R. Balsubramaniyam

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

1560 47/ 4222

From:

Shiyam Prakash

**ATTESTED** 

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

Experience certainty. IT Services **Business Solutions** 

Consulting

Cell:-+919008133779

Gandhinagar,

SJM Towers, Seshadri Road,

Unit -III, No.18,

Tata Consultancy Services

Bangaiore - 560009, Karnataka



# 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 month in the year 2017

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

approv-

ATTESTE REGISTRAR

Dr. V.A.Kothiwałe Registrar

KLE Academy of Higher Education and Research (Deemed-to-be-University u/s 3 of the UGC Act, 1955) Belagavi-590 010, Karnataka

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MATTE TECHNOLOGIES

Tally Expert Partner & Computer Sales & Services #House No :31/a

#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 Registar KLE University

Nehru Nagar Belagavi

State Name : Karnataka, Code : 29

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	<u> </u>

SI Description of HSN/SAC Quantity Rate Disc. % Amount No. Goods and Services Shipped Billed Tally.Net Subscriptions Services 1 997331 7 nos 7 nos 3,600,00 nos 50 % 12,600.00 1) KLE Society tally sino:712464120 silver 2)KLE Ayurveda Aushadalaya tally sl no:715158072 3)K. L. E. Society's College of Pharmacy tally sl no:732020940 4)SHFI B.M.KANKANWADI 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 si no:772022196 7)KLE College of Pharmacy tally si no:782464104 2 Tally Software Services Tas Gold 998313 1 nos 1 nos 10,800.00 nos 50 % 5,400.00 The Principal K.L.E. Society's institute of Dental Sciences, Tally no :781069599 gold 18,000.00 Output CGST@9% 9 % 1.620.00 Output SGST@9% 9 % 1,620.00

8 nos

Amount Chargeable (in words)

INR Twenty One Thousand Two Hundred Forty Only

Taxable Central Tax State Tax Total Rate Value Rate Amount 1,620,00 Amount Tax Amount 18,000.00 9% 1,620.00 3,240.00 Total: 1.620.00 1.620.00 3,240.00

8 nos

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

Total

Company's PAN

: BYIPM0748Q

Company's Bank Datails

Bank Name : Cenara Bank A/c No. 0557201001321

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

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

for MATTE TECHNOLOGIES

ATTESTED Authorised Signatory

₹ 21,240.00

E. & O.E

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, Kamataka

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MATTE TECHNOLOGIES

Tally Expert Partner & Computer Sales & Services #House No :31/a

#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name: Karnataka, Code: 29
Contact: 9242376222/8147881178
E-Mail: mahira\_techsolutions@yahoo.in

Buyer

KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL YELLUR BELAGAVI

State Name

: Karnataka, Code : 29

-Jan-2020 lode/Terms of Paymen other Reference(s)
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ŠĪ	Description of	HSN/SAC	Quar	itity	Rate	per	Disc. %	Amount
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Tax Amount (in words): INR Six Hundred Forty Eight Only

Company's PAN

: BYIPM0748Q

Company's Bank Details

Bank Name Canara Bank A/c No.

0557201001321

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

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

for MATTE TECHNOLOGIES

ATTESTED
Authorised Signatory

E. & O.E

The

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A Kothwate Registrar

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

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MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malesprabha Nagar Vadgaon Belagavi
Office Adress 4th Cross Bharat Nagar Vadgaon
Shahapur Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL,
State Name: Karnetaka, Code : 29
Contact: 9242376222/8147961179
E-Mail: mahira\_techsolutions@yahoo.in

Buyer

The Principal of JNMC

Belagavi

State Name

: Karnataka, Code : 29

21-May-2020
Mode/Terms of Payment
Other Reference(s)
Dated
Delivery Note Date
Destination

Description of Goods	HSN/SAC	SN/SAC Quantity			/SAC Quantity		Rate	per	Disc %	Amount
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Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

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The second secon	Value	Rate	Amount	Rate	Amount	Tax Amount	1
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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

Bank Name A/c No.

: Canara Bank

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

0557201001321

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

for MATTE TECHNOLOGIES

Authorised Signatory

E. & O.E

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A.Kothiwałe Registrar

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

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No.	4K
Buyer	

MATTE TECHNOLOGIES - 2018-21 matte : ECHNOLOGIES - 2018-21 Tally Expert Partner & Computer Sales & Services Bharat Nagar 4th Cross Shahapur Belagaw 31/a Malaprabha Nagar Vadgaon Belagaw GSTIN/UIN: 29BYIPM0748Q12L State Name: Karnataka, Code: 29 Contact: 9242376222/8147881179 E-Mail: mahira\_techsolutions@yahoo.in

The Registar KLE University

Nehru Nagar Belagavi

: Karnataka, Code : 29

State Name : Karnataka Place of Supply : Karnataka

Invoice No.	Dated
MTS\137/20-21	4-Nov-2020
Delivery Note	Mode/Terms of Paymen
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.		HSN/SAC	GST Rate	Quar	ntity Billed	Aate	per	Disc. %	Amount
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HSN/SAC Taxable Central Tax State Tax Total Rate Amount 9% 486,00 486,00 Value Rate 998313 Tax Amount 972.00 972.00 Amount 9% Total 5,400,00 486.00

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.

3. No warranty for damaged, burnt, track cut items.
4. Interest @24% PA On overdue partnert 5. Min Re.500/- will be charged on cheaque return.
Customer's Seal and Signature

Company's Bank Details Bank Name : Cana

: Canara Bank : 0557201001321 A/c No.

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 Kothiwishi

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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**MATTE TECHNOLOGIES - 2018-21** 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: Karnstaka, Code: 29
Contact: 9242376222/8147861179
E-Mail: mahira\_techsolutions@yahoo.in

Supplier's Ref.

Invoice No.

**Delivery Note** 

MTS\138/20-21

4-Nov-2020 Mode/Terms of Payment

Buyer

K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES

Belagavi

: Karnataka, Code : 29

State Name : Karnataka Place of Supply : Karnataka

Buyer's Order No. Dated

Destination

Dated

Despatched through

Despatch Document No.

Delivery Note Date

Other Reference(s)

Terms of Delivery

SI	Description of Goods	HSWSAC	GST	Quar	odle.	Rate		mi at l	
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INR Six Thousand Three Hundred Seventy Two Only

HSN/SAC Taxable Central Tax State Tax Total 
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 State Tax
 Total

 Amount
 Rate
 Amount
 Tax Amount

 486,00
 9%
 486.00
 972.00
 Rate Value 998313 5,400.00 486.00 486.00 972,00

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

Compалу's PAN

: BYIPM0748Q

Declaration
Terms & Conditions:

1. Once the goods sold cannot be taken back or exchanged. 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 cheaque 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

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A.Kothiwate

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

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MATTE TECHNOLOGIES

Tally Expert Partner & Computer Sales & Services

Tally Expert Partner & Computer States & 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

K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES Belagavi

State Name

: Karnataka, Code : 29

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

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	Tally Software Services Tss Gold Tally Sl No:772020936	998313	1 nos	10,800.00	поѕ	50 %	5,400.00
	Output CGST@9% Output SGST@9%		7		Value of the second of the sec		486.00 486.00
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				10 min		7	
amo.	Unt Chargeable (in words)		1 nos			₹	6,372.00

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

HSN/SAC			tral Tax	Sta	te Tax	Total	
998313	Value	Rate	Amount	Rate	Amount	Tax Amount	
	5,400.00	9%	486.00	9%	486.00	972.00	
Total	5,400.00		486.00	1	486.00	972.00	

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

Company's PAN

Customer's Seal and Signature

: 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 & CNRB0090557

for MATTE TECHNOLOGIES

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. VA 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

MTEK	MATTE TECHNOLOGIES		Invi	oice No.		D	ated	Annual Control of the		
ary 1	Tally Expert Partner & Computer Sales	&Services	MT	S\86/19-2	0		31-Oct-2019			
Phones of the same	#House No :31/a Malaprabha Nagar Vadgaon ! GSTIN/UIN: 298YIPM07486	ロイフルー・		ivery Note	C via lateratings assessment			s of Payment		
	State Name: Karnataka, Contact: 9242378222/8147	ode : 29	Sup	plier's Ref.	Will a mineral	Oi	her Refe	rence(s)		
Buyer	E-Mall: mahira_techsolutions@	yahoo.in	D.							
K.L.E.SOCIET	YS INSTITUTE OF NURSING SC	IENCES	buy	er's Order I	Na.	Da	ited			
Belagavi State Name	: Karnataka, Code : 29		Despatch Document No.				Delivery Note Date			
			Des	patched thr	ough	De	stination	***************************************		
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		X X								
31 0.	Description of Goods	HSN/S	BAC	Quantity	Rate	per	Disc. %	Amount		
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7.70	Output CGST@9%	6			9	%		486,0		
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	and Three Hundred Seventy	Two On	lv					E. & O.E		
	and Three Hundred Seventy HSN/SAC	Two On Taxable	ly	Central Ta	x	State	Tay			
	The state of the s		Ra				Tax Amount 486,00	E. & O.E  Total Tax Amount 972.00		

	7	TAX JN	VOIC	Œ						
1250	MATTE TECHNOLOGIES	-	Invo	ice No.		D	ated			
MUIEK	Tally Expert Partner & Computer Sales &	Services	MTS	\$\73/19-2	0		Oct-201	a		
	#House No :31/a Malaprabha Nagar Vadgaon Bo GSTIN/UIN: 298YIPM0748Q	elagavi 21.ZL	Delivery Note				Mode/Terms of Payment			
The state of the s	State Name: Karnataka, Co Contact: 9242376222/81478 E-Mail: mahira_techsolutions@y	de: 29	ouppliers ner.			Ot	Other Reference(s)			
Buyer		anoo.in	Buye	er's Order I	Vo.	Da	ted			
Nehru Nagar State Name			Des	atch Docu	ment No.	De	livery No	te Dat	6	
State Name	: Karnataka, Code : 29	1	Desc	atched thr	ough	De	stination			
		1		s of Delive			) Sankaninaning		A Homes	
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SI No.	Description of Goods	HSN/S	SAC	Quantity	Rate	per	Disc. %	An	nount	
1 Tally Soft	ware Services Tss Gold No:742106124	99831	3	1 nos	10,800,00	nos	50 %	- Links	5,400.00	
	Output CGST@9% Output SGST@9%					%			486.00 486.00	
	Total			1 nos				6,3	72.00	
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and the second	the state of the s	Taxable	,	Central Tr	av	State	e Tax	1	Total	
98313		Value		ate Ame	ount Rai		Amount		Amount	
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ax Amount (In wor Company's PAN eclaration	ds): INR Nine Hundred Seven	Co		ny's Bank !					No.	
e declare that t	this invoice shows the actual price of d and that all particulars are true and con and Signature	of A/	c No.		: Canara : 0557201 : SHAHAPE	0013 JR BE	21	CHRB	0000557 LOGIES	

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V A.Kothuwate

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, Kamataka

MATTE TECHNOLOGIES Taily Expert Partner & Computer Sale #House No :31/a Malaprabha Nagar Vadgaon GSTIN/UIN: 29BYIPM0748 State Name : Karnataka, C E-Mail : mahira_techsolutions@	Belagavi Q1ZL code : 29	Invoice MTS\3 Deliver Supplie	N18-19 y Note er's Ref.	en mi		6- M		19 ns of Payment rence(s)
The Principal of JNMC Belagavi State Name : Karnataka, Code : 29		Despate			No.		livery No	ote Date
, raminalia, sous, 25	ì	Despate	ched th	rough		De	stination	
	:	Terms o	of Delive	эгу				
SI Description of Goods	HSN/S/	AC Qua	antity	Rat	e p	per	Disc. %	Amount
Tally Software Services Tss Gold Tally GOLD No:771050916	998313	3 1 nos 5,40		5,400	0.00 r	108		5,400.00
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Tota	ı	1	nos					₹ 6,372.00
unount Chargeable (in words) NR Six Thousand Three Hundred Seventy	Two Onl				_			E. & O.E
HSN/SAC	Taxable Value	Acres - Name	ntral Ta		Rate		Tax Amount	Total
98313 Total	5,400.00 <b>5,400.0</b> 0	9%	4	86.00 <b>86.00</b>	9%		486.0 486.0	
ompany's PAN : BYIPM0748Q eclaration /e declare that this invoice shows the actual price bods described and that all particulars are true an	of the	Only				for I	MATTE TI	ECHNOLOGIES
priect.	iu						Autho	orised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

ATTESTED

Dr. V A Koth water

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

	MTEK	MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales & Servic #House No :31/a		MTS\	133\	18-19	<u>;</u>	31	ited -Jan-20	19		
1		Malaprabha Nagar Vadgaon Belaga GSTIN/UIN: 29BYIPM07480171		Supplier's Ref.					Mode/Terms of Payment Other Reference(s)			
		State Name: Karnataka, Code: 2 E-Mail: mahira_techsolutions@yahoo	9 .in									
1	uyer he Registar	KLE University		- Indiana	's Ord	er No.		Da	tod			
N	ehru Nagar tate Name	Belagavi		Despa	itch D	ocumer	it No.	De	livery No	e Date		
3	iate Name	: Karnataka, Code : 29							150 000			
				Terms		throug	h ———	De	stination			
SI No.		Description of Goods and Services	HSN/	SAC	Quant	ity	Rate	per	Disc. %	Amount		
1	Tally Softy	vare Services Tss Gold	99831	3	1 n	os 5	500.00	nos		5,500.00		
		Dental Sciences Bgm p:781069599	100 100 100 100 100 100 100 100 100 100	- 1		3				3,500.00		
2	College of F 1)Tally SI College of I 2) Tally SI College of P	ubscriptions Services Pharmacy Belagavi No:732020940 Pharmacy Hubbali No:712464120 harmacy Bengaluru	99733	11	7 n	os 1,	900.00	nos		13,300.00		
	Institute of Phy 4) Tally SI I Shri B M K Ayur 5) Tally SI I Ayurvede F	No:782464104 siontherapy Belagavi No:772022196 veda Mahadyalaya Bgm No:752020938 lospital Belagavi No:752022198										
	Aushalaya 7) Tally Si Repair and	vo:702022198 (Aya Belagavi No:715158072 Service Charge vice Charge Under NGO	851770	<b>)90</b>						350.00		
The state of the s							- 1		-	19.150.00		
		Output CGST@9	%				9	%		1,723.50		
		Output SGST@99	<b>%</b>				9	%		1,723.50		
-		Tota	al		8 no	S				22 827 00		
	int Chargeable (					-		_		22,597.00 E. & O.E		
	· monty in	o Thousand Five Hundred Ninety HSN/SAC	Taxable		entra	LTay		State	T-44.			
83	13	And the state of t	Value 5,500.0	Rate	e A	mount	Rat	9 /	Amount	Total Tax Amount		
	331 7090 —	)	13,300.0	0 99	%	495.0 1,197.0	9	%	495.00 1,197.00			
		Total	350.00 19,150.00			31.50 1,723.50		%	31.50 1,723.50	63.00		
хA	mount (in words	): INR Three Thousand Four Hu	Compa Bank (	any's B Vame	ven (	Only		- Ni-				
			A/c No	),	:	05572	01001	321	CAMIE A	NRB0000557		

Authorised Signatory

Declaration

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

This is a Computer Generated Invoice

VA Kothwate Registrar

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

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

Buyer

KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL YELLUR BELAGAVI

State Name

: Karnataka, Code : 29

Dated
20-Dec-2018
Mode/Terms of Payment
Other Reference(s)
Dated
Delivery Note Date
Destination

SI No.	and the second s	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
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			transmit in the state of the st		1		
mou	int Chargeable (in words)		1 nos			₹ 1	19,500.00

Amount Chargeable (in words) INR Nineteen Thousand Five Hundred Only

HSN/SAC Taxable Central Tax State Tax Total Rate Amount 9% 1,487,29 Value Rate Amount 997331 Tax Amount 16,525.42 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

Company's Bank Details

Bank Name A/c No.

: Canara Bank

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

: 0557201001321

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

for MATTE TECHNOLOGIES

E. & O.E

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A.Kothwate

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

Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPM0748Q1ZL State Name: Karnataka, Code: 29 Contact: 9242376222/8147861179 E-Mail: mahira_techsolutions@yahoo.in	MT Del	oice No. 'S\74\18-1 Ivery Note oplier's Ref.	AND AND AND AND AND AND AND AND AND AND	Mode/	-2018 Terms of Payment Reference(s)
Principal Kaher Institute of Nursing College	Buy	er's Order N	√o	Dated	
State Name : Karnataka, Code : 29	Des	patch Docu	ment No.	Deliver	y Note Date
	Des	patched thre	nuch	Destina	
	i i	ns of Delive		Резопа	won
SI Description of Goods	GST	Quantity	Rate	per Disc	0(1)
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ount Chargeable (in words)  P. Siv. The use of The use of Total	-	1 nos			₹ 6,372,00
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R Six Thousand Three Hundred Seventy Two Only HSN/SAC Taxat Valu 5,400	9 Rai	Central Tax	nt Rate .00 9%	Amou	Total nt Tax Amount 3.00 972.00
R Six Thousand Three Hundred Seventy Two Only HSN/SAC Taxat Valu 5;40 Total 6,40 Amount (in words): INR Nine Hundred Seventy Two Onl  hpany's PAN BYIPM0748C Baration Corrections Baratical that this invoice shows the actual price of the	Paripany's Bk Name	Central Tax Page 18 Amou Page 1	nt Rate .00 9% .00 9% are Bank 720100132 HAPUR BE	Amou 486 486 486	E. & O.E  Total Tax Amount 0.00 972.00 0.00 \$72.00  CORB0000557
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Registra:
KLE Academy of Higher Education and Research (Deemed-to-be-University u/s 3 of the UGC Act, 1956)
Belagavi-590 010,Kamataka

1		MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales &	Const	*	oice No.		D	ated	
>	4	#House No :31/a Malaprabha Nagar Vedesan D	Services		S\51\18-1	9	2	B-Aug-2	2018
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	-	Contact : 924227820018	le : 29	Sup	plier's Ref.		OI	her Ret	Prence(s)
	yer	treamtechsolutions@ye	ihoo.in			المراشي الم			sierica(2)
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	ate Name	: Karnataka, Code : 29		Des	patch Docu	ment No.	De	livery N	Ote Date
		. 29					1	medly 14	ne Date
				Des	patched thre	ough	De	stination	<del></del>
				Term	s of Deliver	'V	Ŀ.		
l L		Description of	HSN/SAC	GST	Quantity	Rate			
1	Repair and	Services	<u> </u>	Rate		nate	per	Disc. *	Amount
	Tally Software Sen	Service Charge vices and Top File Mapping	85177090	18%	1 nos	1,500,00	nos		1,500.0
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int C	Chargeable (In v	Words)			1 nos			\ <b>\</b>	1,770.00
nt C	Chargeable (in v	words) ad Seven Hundred Seventy O	nly		1 nos			₹	1,770.00 E. & O.E
Or	ne Thousan	Words)	Taxable		entral Tax	S	lete T		E. & O.E
int C Or	ne Thousan	words) ad Seven Hundred Seventy O	Taxable Value 1,500,0	Rate	entral Tax	t Rate	late T		1,770.00 E. & O.E Total Tax Amount 270.00

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, Kamataka

# TAX INVOICE TAX INVOICE

# (ORIGINAL FOR RECIPIENT)

V	MITER	MATTE TECHNOLOGIES Taily Expert Partner & Computer Sales	R.Sandana		ice No.	was deposited by the second of	D	ated	
		Malaprabha Nagar Vadgaon B	elagavi	MT: Delh	3\50\18-1 very Note	9	_ 2/ M	8-Aug-2 ode/Terr	018 ns of Paymer
7	eff dampers dy	State Name : Karnataka, Co.	21 ZL de : 29	Supr	olier's Ref.		1		
	yer		ahoo.in	- 1			O	ner Refe	rence(s)
N	anru Nagar E	KLE University			r's Order I		Dε	ated	A section of the sect
St	ate Name	: Karnataka, Code : 29		Desp	atch Docu	ment No.	De	livery No	te Date
				Desp	atched thr	ough	De	stination	
				Term	of Deliver	ru			·
1		Description of Goods	HSN/SAC	GST	Quantity	Dot-			
7	Tally Softwa			Rate	Quality	Rate	per	Disc. %	Amount
1	Tally SI No	are Services Tss Gold :7242106124	998313	18 %	1 nos	5,400.00	пов		5,400.0
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unit S	ix Thousan	words) d Three Hundred Seventy T	Taxable Value	9 C Rate	entral Tax	nt Rate	tate 1		6,372.00 E. & O.E Total Tax Amount 972.00

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

Rate 10,800.0	No. C	Dated 21-Aug Mode/Te Other Re Dated Delivery I Destination	Note Date
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Pare 10,800.6	P Pe	Destination	Prims of Paymenterence(s)  Note Date  Amount
r No.  Current No.  nrough  ery  Rate 10,800.6	e pe	Other Re Dated  Delivery I  Destination	Prims of Paymenterence(s)  Note Date  Amount
Rate	e pe	Other Re Dated  Delivery I  Destination	Note Date
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Pate 10,800.6	P Pe	Dated Delivery f Destination	Note Date
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int Rat 8.00 9	State ite A		F. & O.E  Total Tax Amount
		9 %	

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A. Koth water

Registrat

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

Belagavi-590 010, Kamataka





### सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

# e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document.

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-KA95620218066425P

30-Aug-2017 12:45 PM

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SUBIN-KAKAKSFCL0840425475155301P

E SUTRA CHRONICLES PVT LTD

: Article 12 Bond

SOFTWARE AGREEMENT

: 0

(Zero):

: E SUTRA CHRONICLES PVT LTD

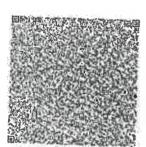
KLE UNIVERSITY BELGAUM

E SUTRA CHRONICLES PVT LTD

100

(One Hundred only)





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

### AGREEMENT

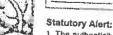
This agreement made on 1st day of Aug, 2016 between KLE University, Belgaum, represented by its Registrar, Sri V.D.Patil, having its office at KLE University, JNMC Campus, Nehru Nagar, BELAGAVI - 590 010, Karnataka, India, hereinafter called KLE University (which expression shall wherever the context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



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

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

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

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 lT platform 'contineo' as a software-as-a-service or remal 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
- 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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Registrar KLE Academy of Higher Education and Research, (Deemed-to-be-University w/s 3 of the UGC Act, 1958) 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
- 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 These 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 following is the response time for bugs reported by KLE University.

	time for bugs reported by KLE U	Diversity Th
Severion of Bug	D	
Critica - Show	Phone call to e-Sutra designated number AND logging of issue on the designated trouble ticket system	Time schedule to e-Sutra to respond with plan and timeline to resolve issue
stopper Major	Phone call to e-Sutra designated number AND	reporting of the bug by KLE
Minor	Phone call to e-Sutra designated number AND logging of issue on the designated trouble ticket system  Phone call to e-Sutra designated number AND logging of issue	Within 12 (working) hours of the reporting of the bug by KLE
	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
the	orking hours for the scope of this agreement	The state of the s

 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.Kothiwate

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

- 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

- Downtime caused as a result of KLE University exceeding system capacity;
- 11. Downtime due to viruses
- Downtime due to KLE University failure to adhere to e-Sutra change Management 117
- Downtime caused by Acts of God or natural disasters; iv.
- Any event or condition not wholly within the control of Vendor; V.
- The negligence or willful misconduct of KLE University or others authorized by KLE University to use the Services provided by Vendor
- 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
- 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
- Any failure of KLE University-provided local access facilities
- Any scheduled or emergency maintenance up to an accumulated total of 24 hours per
- 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.
- 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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Registrat KLE Academy of Higher Education and Higher th, (Deemed-to-be-University u/s 3 of the UGC Act, 1958) Belagavi-590 010,Kamataka

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 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
- 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.

2	Annual usage fee for Contineo - Institution level software	Rs.600/- per user* per year
í	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 5	Improvement upgrades to current product features  Product technology upgrade	Free - Included n above
6	Program Management fee for Implementation	Free - Included n above
7 8	Business analysis to capture customization requirements contineo' customization fee	Free - Included ri above
, }	New Module Development	Free Included n above
)	User Training fee (Train the trainer model)	Extra at actuals
0	Integration of any one 3rd party payment gateway for online payments	Free - Included n above Free - Included n above
1	Set up fee (One time)	None - Waived off

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Dr. V.A.Koffav ate

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

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

- 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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Dr. V.A.Kothiwick Registrar

KLE Academy of Higher Education and Research, (Deemed-to-be-University u/s 3 of the UGC Act, 1958)

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 capacitates 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 capacitates 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
- 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
- 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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Registrar

KLE Academy of Higher Education and Flesewich, (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 conditions as may be agreed upon between the involved parties. and subject to such terms and
- 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
- 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
- 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 it's promotional materials including website. e-Sutra will be permitted to list KLE University as a customer in it's 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

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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 with the breach of performance of the respective obligations and duties of the Parties under this Agreement.

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

For and on behalf of KLE University, Belgaum	For and on behalf of e-Sutra M/s e-Sutra Chronicles Private Limited, Bangalore
Name: Pref. (Ex.) V.D. Patel  Designation: Registrase  Signature with Seal:	Name: Sudhindra Mokkasi Designation: CEO Signature with Seal.
Witnesses I	Witnesses 2
Address:	Name: Prug. M. 8. Gana chevic. Address:
Signature	Signature

Dr. V Alnot w

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

# Annexure 1

# 'contineo' core features offered to KLE University

William Street Control of Control	ed to RLE University
Admiration & Factorial Control of Factorial Control	
Admission & Fee management, Online Payment Academic Plan Monitoring	
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Student Feedback and monitoring Stakeholder communication	and the same of th
Stakeholder communications	Company of all the State of the Associated State of the State of S
	And a special
Term and Finalization  Mobile Apps	
library	
Exam logistics - seating arrangement	A.C. Just A.I.
OBE - NBA for Pharma	white a sec
H & D Activities	The difference of the second o
University boys is an ways about the second second	Particle We write and property
Institutional Performance View	
Secure Examination System	
Admission & USN System	
Consolidated Student Database	
Consolidated Institutional Performance System University Academic Panada & Miles	* Committee of a second
University Academic Reports & MIS	
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Dr. V A. A. O. F.

Registrar

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

Belagavi-590 010, Kamataka

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# 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 enternet ports
  - b. 5 TB NAS 2 nos
- 2. For Examination Sub-System
  - 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.Rut ... Registra:

KLE Academy of Higher Education and Renewich, (Deemed-to-be-University u/s 3 of the UGC Act, 1966) Belagavi-590 010, Karnataka

Page 11 of 11

**TAX INVOICE** Radio chnologies Pvt. Ltd. original Invoice No: 15/03/2019 , Dwarakavasa Road, 7th Main Dated: RTPL/JNMU/LCS/03/203 Marath Nagar 1st Stage Bangalore - 560091 Delivery Note: RTGS Mbl: 9900947781 Mode of Mail ID: harshal@reidus.in Payment: Supplier's Ref : Other self Jill To Reference(s) Buyer's Order No : KLEU/Accs/16-17/D-804 he Registrar, KLE University Dated: 25th Nov 2016 NMC Campus, Nehru Nagar, Belagavi – 590 010 referente ben bet erebb aber bereit Dispatch Document No. 14 NA Dated: STIN: 29AABTKOSS1E1ZN Dispatched through: Destination: Belagavi Contact Name Dr. A.P Hogade Contact Number 9480397727 Slno Description of Goods 1 Impartus Lecture Capture Solutions **UOM** Qty Rate / Unit Amount **3rd Year Service** 1 399,168.00 399,168,00 HSN / SAC Code - 9973 The above 6010 has been provided Anatorry/ Physiology/ Pothology/ Pharmacology Gall & 250 sitting Capacity (Haspital) Leature hall & Server at Server room, 27d stoor, J. N. Medical College, Belogari afte worlding satisfactorily MA SANJEEV ... PATIL SGST @ 9% 35,925.12 Natwork Engineer CGST @ 9% 35,925,12 Department of Mecacal Education Total 471.018.24 J. N. Medical College, Belagavi-10. Round up 0.76 **Grand Total** (in Words ) Four Lakhs Seventy One Thousand Nineteen Rupees Only 471,019 E.&O.F 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. - 356 375 843 24 / IFSC code - SBIN0005-38 / Bank

We declare that this invoice shows the actual price of the goods described and that

Declaration:

all particulars are true and correct.

For Reidus

Bengaluru

THE WEST REPORTS ASSESSMENT

Dr. V A.Kott



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

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

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	INVOICE/BILL		
	WAOICE/BIFF	96	
Easylib Library Automation Services Unit of Infenics Software Pvt. Ltd.	Invoice No. EASYLIB/2001-02/08/01		Dated 7-Sep-02
45, 2nd Cross, P.R.Layout Murgeshpalya BANGALORE-560 017 Ph: 080-508-6606, 520-0271	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(R1)
Easylib Multi User Software License Software to automate the library operations with functions desribed in the	1	50,000	50,000
brochure and quotation.  4% Tax as per the Karnataka Sales Tax	1	2,000	2,000
Total Amount in Rs.			52,000
irst 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 Lionics Software Pvt. Ltd.	Remarks: The Software Installed The Training Provided to the Library Staff.		
ST NO.95322589 ST NO.95372581 EC CODE: 0798008041	Signature & Date	PVI	
	De SS	3.5	
	VC 3V	u sist	

Registral

KLE Academy of Higher Education and research,
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)

Belagavi-590 010, Kamataka

# Fasylib Software Private Limited

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

\$\text{\text{\colored}}\$ +91-80-2315 3279 | \text{\text{\colored}}\$ +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

PLACE OF SUPPLY

29 - Karnataka

SHIP TO

Jawaharlal Nehru Medical

College(C0024)

JNMC KLE University Campus,

OTV

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

NO

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

AMOUNT

1,50,000.00

1,50,000.00

Kindry issue Cheque/DD in layor 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: Malestic Bank : IDFC Bank

Ac/No: 10010830399

IFSC Code:IDFB0080151

Branch: Bangalore Residency Road

SUBTOTAL

CGST @ 9% on 150000.00

SGST @ 9% on 150000.00

**TOTAL** 

**BALANCE DUE** 

1,50,000.00

13,500.00

13,500.00

1,77,000.00

₹1,77,000.00

ATTESTED

KLE Academy of Higher Edu Belagavi-590 010, Kamataka

TAX INVOICE

**TECHNOLOGIES** 

KLES DR. PRASHAKAR KORE HOSPITAL & MRC

Nehru Nagar,

Belowm

Involut No.

SOFT000409

Involce Date 01/11/2017

P.O. No. 4100347

P.O. Dada

OUT GET TINL 27AAIC80042F1ZO

Karnabaka-500010

GST TIN : 29AAATK2844N6Z3

Location:

No.

Particulars

SAC/HSN 907331

Amount

225,000.00

Additional 1500 Emp License

KLES PRACHA! AR KORE HOSPITAL & MAU., BELGAULI-10.

2 2 010 2017

Gen. Stores

ADVANCE PAID

Add: 1 G S T-18 %

Total Bill Value :

225,000.00 40,500.00 285.500.00

Rupees Two Lac Shdyfive Thousand Five Hundred Only SANK NAME: HOPE SANK , Geregoen W Br, Mombel-480162 Sank Assesset np. QA 1 0322206060130 NEFT/RTGS NO. 1 NDFC

PANTIL : ANDS GOLD F

For SPINE TECHNOLOGIES (1) PVT.LTD.

TERMS & CONDITIONS

KILES INC. Production Real Property or this December is not increased to the CARE OF NON PAYMENT OF Their Magnetic Life. We should be blanched by the state of Spina Technologies (i) Pvt. Lec KLES Dr. Prathakar Kore Hospital & chq. No. 786.330

Date 02-01- 2018

Pr. 130247510

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)

Receiver's Signature with Stamplagavi-590 010, Kamataka

COL +91 22 42132248

sales@sometechnologies.com-

I.S.R. No. 19100265
Instrument / Equipment Ledger No.
Furniture & Dead Stock Ledger No.
Consumable Articles Ledger No.
Other Articles Dead Stock Ledger No.
Checkup & I stand Correct
Passed for Payment of Re. 265 500 500
Initial of Store Respor

# ADVANCE PAID

Advance poid for Rs. 1,35,253 - Vide chapter no . 704687 dt 12/10/17.

Rolance Ro 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 KEESH MRC

s/d/w/o

residing at

FOR STATE BANK OF MYSORS

Authorised Agent Media Othmp duty on behalf deligations of Kanagasia

BELGAUM BRANCH

Br. Name:

Date:

2 5 NOV 2005

1 Deed of KLES-HIMS software development Contract Agreement

This agreement for Hospital Information Management System software development has been entered into, on this 30<sup>th</sup> 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.

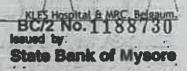
the

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.Kothiwaie Registrar KLE Acadety V.Higher Educ schand Research (Diseased St. V. Lamatora V. Lam

## Government of Karnataka Registration & Stampe 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 MYSOME

Anthorised Age

Authorised Agent to collect Itamp duty of behalf of GOA Lilde B. R. 1884.

Br. Name:

2 5 NOV 2005

Date:

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.

W.

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.

Dr. V.A.Komiwate

Page 2 of 39

Registrar KLES Hospital & MRC KLE Academy of Higher Education and Alexandri, (Deemed-to-to-University us; 3 of the UCC Act; 1956) Belagavi-590 010 Karngtaku

ill.

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 KLESH-along, all through the development and implementation of the KLESH-along, all through the development and implementation of the KLESH-BIMS 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.

Dr. V.A.Kothiwale Registrar

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Page 3 of 39

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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 kight: 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.

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Page 5 of 39 E Academy of Higher Education and Research
(Deemed-to-be-University as 3 of the USC Act 1956)

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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	1	Facility Scheduling	11
in Patient Billing and Cash	i	Equipment Maintenance	11
Handling Out Patient Billing and Cash Handling	1	Maintenance tracker	11
Admissions, Discharges and Transfers		Medical Records (current version as it is)	
Application Systems Security	1	Medical Records Tracking	II
Laboratory Reports	1	Linen and Laundry	11
Doctor's Accounting	i.	Attendance and Payroll	n
Night Audit		House Keeping	II
Financial Accounting	i	MIS Reporting release	11
Accounts Payable & Bill passing	1	CSSD	11
MIS Reporting Release I	i	Vehicle Management	11
Pharmacy & Stores	i	Blood Bank	II
Purchase Orders & Indent	1		PUTT
Nurse Station (current version as it is)	i		
Doctors Consulting/Case Paper (current version as it is)			

## SCHEDULE 'B'

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

#	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	t!	7 Lakhs

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KLES Hospital & MRC

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Dr.V.A.Kog.water (Deemed to be University at 3 of Disc Act, 1998)
Belagavi-590 010, Kamataka

## 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.

 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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Dr. V. A. Rothiwate

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KLES Hespital & MRC

30-Nov-05

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KLE Academy of Higher Education and Research The Middle-be-University us 3 of Auto-Cat 1956) Belagavi-590-010 Karmanal

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

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KLES Hospital & MRC

Registrar
KLE Academy of Higner Education and Search
(Deemed-to-be-University ws 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.

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KLES Hospital & MRC

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 1-2 - 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.

# **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
  - that it has all necessary corporate power and authority to enter into this Agreement
  - 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
  - that it has duly executed and delivered this Agreement; and 111.
  - 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

Dr. V.A. Kothiwale.

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KLES Hospital & MRC

30-Nov-05

Belagavi-590 010 Kamataka

the failure by Sofscript to comply with or perform any agreement

of Safscript set forth herein;

any negligence of Sofscript, its agents or employees in Ħ. connection with the performance of its obligations and/or exercise of its rights hereunder

any claim made by any third party arising out of a defect in any 111.

KLES-HIMS software provided by Sofscript; and/or

- any claim made by any third party to the effect that any KLEStv. 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

Belagavi-590 010 Kamataka

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KLES Hospital & MRC

# 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 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

Page 16 of 39

Eir. V. A. Kottiswale

Regish M. and Resiliarch

(Deemed to be University us 3 March 1956)

(Deemed to be University us 3 March 1956)

Belagavi-590 010, Karnataka

30-Nov-05

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.

J.M. Munavalli)

Dr. V.A.Kothiwale

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



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:

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

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 <u>Permitted Use of Services</u>: Customer's use of TCS Applications System shall always be subject to the <u>Licensing</u> 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 bwn 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 licentes ETCS

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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 a Taxes. Customer shall be entitled to deduct from applicable payments to TCS, any tax on TCS income deductible a source at the state on TCS income deductible as source at the state on TCS income deductible as source at the state on TCS income deductible as source at the state on TCS income deductible as source at the state on TCS income deductible as source at the state on TCS income deductible as source at the state of 4. Customer shall remit payment to TCS within thirtie (30) and the date of invoice. TCS shall invoice and Customer shall remit payment to TCS within thirtie (30) and the date of invoice. TCS shall invoice and Customer shall remit payment to TCS within thirtie (30) and the from the date of invoice. TCS shall invoice and Customer shall remark payment, in advance, in accordance with the billing paried after the aforesaid period, TCS shall be entitled to recover a linvoices with interest @ 1.5% per month payment due date until the remainder suspend the Schedule 4.

6. Representations And Warranties

TCS warrants that the Services will be provided in workman like manner and in conformity with the in Schedule 2. Notwithstanding the aforesa are provided by TCS free of charge chargeable shall be provided on an 'AS basis without chargeable shall be provided on an 'AS Masis without stry warranties whatsoever. Each Party represents margints and covenants to the other that: (i) it is duly organized and validity covenants to the other that: (ii) it is duly organized and validity covenants to the other that: (i) it is duly organized and validity covenants and in good standing under the largest and authority covenant into and that this Agreement constitutes a binding obligation; and (iii) its execution, performance of this Agreement does not analytic that the constitute a breach or default under, its charter obligations or any contract or other instrument to which it is a marty execution. or constitute a breach or default under, its charter of organizations or any contract or other instrument to which it is a party EXCEPT of AS SET FORTH IN THIS CLAUSE, TCS MAKES WARRANTIES TO CUSTOMER, EXPRESSOR DELIDED, WITH RESPECT TO ANY SERVICES OR DELIVE ABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WATCH TO THE WITHOUT LIMITATION, ANY IMPLIED WATCH TO THE WITHOUT LIMITATION, ANY IMPLIED WATCH TO THE WARRANTIES TO THE WITHOUT LIMITATION, ANY IMPLIED WATCH TO THE WARRANTIES TO THE WARRANTIES TO CLUSTER TO THE WARRANTIES TO THE WARRAN

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Registrar

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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 profil), 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 (TCS Proprietary and Confidential) 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 entitles 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

#### 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 sald 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 locally similar proceedings.

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Registrar

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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 walver 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.asox?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.

KLE University ("Customer")	Tata Consultancy Services Ltd. ("TCS")
By:	By:
Title:	Title: Global Head - TCS iON  Date: 31 12 2018

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ATTESTED (TCS Proprietary and Confidential)

> Dr. V.A.KothiWare Registration

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#### **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 Authorised 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 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

"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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## SCHEDULE 1

### **CONTRACT DETAILS**

## A. The details of the Customer are as follows:

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

Contract Term	Effective Date	Service Commencement Date
3 years from Service Commencement Date	IS COTENERO DO	15 16 0754 000 0 0
	15-SEPTEMBER-2018	15-56176MBER-2018

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#### **SCHEDULE 2**

#### TCS Application systems L

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.

### 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	- w	SERVICE DELIVER	Y MILESTONES	eren.
	Configuration	Data Upload	Transaction	Deliver Output
Implementation	TCS	Customer (provide data)	Customer's	Customer's
Services	1	TCS (upload data)	End User	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.

	tomer 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, rutes, 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
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#### 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 proceed

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:

Frie w c	Control of the second of the s
Toll Free Number	1-800-209-6030
E-mail	ion.servicedeskatcs.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.
- Ĩ. TCS Designated locations:

TCS will host its applications from TCS Data Centre.

11. Customer designated locations:

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

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

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 Bale Subramanium

Email

bala@kleuniversity.edu.in

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Contact #

95 383 79799

VI. Target Environment:

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Registrar

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#### 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 fallure 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.
- 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.
- 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.
- 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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(TCS Proprietary and Confidential)

Dr. V.A.Kothiwale Registrar REGISTRAR

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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. "Use" means using and/or accessing the TCS Application System by the Authorised 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 <u>Usage rights.</u> (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 <u>Proprietary and Confidentiality Markings or Notices</u>. 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, after 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 after 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 <u>Breach.</u> 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

\* 9.

**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")	(8)	Tata Consultancy Services Ltd. ("TCS")
Ву:		Ву:
Name:		Name: Venguswamy Ramaswamy
Title:		Title: Global Head - TCS iON
Date:		Date: 31 12 2-018

**ATTESTED** 

(TCS Proprietary and Confidential) Dr. V.A.Kothiwale Registrar
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Belagavi-590 010, Karnataka

### SCHEDULE 4 FEES FOR SERVICES

Solutions	Minimum Users	Users	Sales and the sales are sales and the sales are sales and the sales are sale		
CS ION HRMS Solution		Employees	Frequency	PUMP	
	1300		Manuffe		
1,000 0 000	1777 99 6 6		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
- 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. Involcing 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
- 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
- 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
- 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
- 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) of High

Dr. V.A.Kothiwale

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

Registrar

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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

- 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
- 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 Nem	Rate Card (INR)	Notes	
CMS Hooks	Normalization Class	25,000		
MO THOUSAND	Promotion Class	25,000		
Letters	Letters - Simple using Letter module	10,000	Pre-Printed stationary not supported	
Payroll Config	Paycode Configuration	10,000	图5/45/2012年7月11日	
Adoba Xpro work	Reports / Letters that need Adobe Xpro Cheque Printing	25,000	Progress Reports, ID Card, Bar Code Printing	
	Criedue Printing	10,000		
	Macro Reports - Simple	25,000	Per report	
Custom Macro Reports	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.	
Dieter 1001	JSONReports Simple	25,000	Per report	
Custom JSON Reports	JSON Reports - Complex	50,000	Per report. Created by combining multiple ODRs, Comple.	
N-SW	Modification to Existing Reports (JSON)	25,000	Modification to any report that had earlier been developed by us.	
Vorkflow	Modification to existing default workflows		Default workflows available across HRMS, Payroll, F&A, CMS Solutions. These relate to modification to the workflows	
-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 mplementation OR changes to the eforms each year will se changeable.	
stem Change	Simple Change	25,000 8	system Change Posturate will be	
quests	Complex Change		System Change Requests will be analyzed for feasibility. Where feasible, changes will be taken up as part of roadmap development on additional charges	

**ATTESTED** 

Dr. V.A.Kothiwale Registrar

(TCS Proprietary and Confidential) Education and Research
(Reconciled by Deversity Ws 3 of the UGC Act, 1956)
Bell Cay 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 camer harry may request a change in the scope of Services of deliverables but no such change shall be enecuve and binding unless such changes are documented in a change control document in the format described in Annexure A below ("Change Control Document") and

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

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

### Annexure A to Schedule 5

				Change Request No.:		
Date Initiated:	Date Approved					
Project:						
Description of Change:						
Following are the change						
a)	Schedule 1					
b)	Schedule 2					
c)	Schedule 4	Ř				
Approved with Changes						
Tata Consultancy Services	Limited					
Authorized Oliver		***************************************				
Authorized Signatory		Date				
Customer						
Authorized Signatory		Date	ATTESTED			
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			Dr. V.A.Kothiwa	le 🕦	ANCY	

Registrar

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TATA CONSULTANCY SERVICES

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

₫:

Mr. R. Balsubramaniyam

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

Phone Office: 0831-2444444

5224 124 0997

Experience certainty. IT Services **Business Solutions** 

Consultina

Cell:- +919008133779

Bangalore - 560009, Karnataka

Gandhinagar,

SJM Towers, Seshadri Road,

Unit -III, No.18,

Tata Consultancy Services

Shiyam Prakash

ATTESTED

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



# 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.

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DEPUTY REGISTRAR

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REGISTRAR

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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

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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

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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

ATTEN MATTE TECHNOLOGIES

Authorised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A.Kothiwale Registrar

#### **TAX INVOICE**

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Tally Expert Pariner & Computer Sales & Services
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Melleprabha Nagar Vadgaon Belagavi
Office Adress 4th Cross Bharat Nagar Vadgaon
Shahapur Belagavi
GSTIN/UIN: 29BYIPM0748Q12L
State Name: Karnataka, Code: 29
Contact: 9242375222/8147881179
E-Mall: mahira\_techsolutions@yahoo.in

Buyer

The Principal of JNMC

Belagavi

State Name

: Karnataka, Code : 29

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	<u> </u>
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SI	Description of Goods	HSN/SAC	Quar	itity	Rate	per	Disc. %	Amount
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Amount Chargeable (In words) INR Six Thousand Three Hundred Seventy Two Only

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

5,400.00

A/c No.

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

Company's PAN

: BYIPM0748Q

Company's Bank Details

Bank Name : Canara Bank : 0557201001321

486.00

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

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

for MATTE TECHNOLOGIES

486.00

Authorised Signatory

E. & O.E

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Dr. V.A.Kothiwale Registrar

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**MATTE TECHNOLOGIES - 2018-21** MATTE TECRNOLOGIES - 2018-21
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31/a Malaprabha Nagar Vadgaon Belagawi
GSTIN/UIN: 29BYIPM074BQ1ZL
State Name: Karnataka, Code: 29
Contact: 9242376222/8147881179
E-Mall: mahira\_techsolutions@yahoo.in

Buyer

The Registar KLE University

Nehru Nagar Belagavi

State Name : Karnataka Place of Supply : Karnataka : Karnataka, Code : 29

Invoice No. Dated MTS\137/20-21 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	Description of Goods	HSN/SAC		Quar	itity	Aate	per	Disc. %	Amount
VO.	William Comments of the Comment of t	12022	Rate	Shipped	Billed				
1	Tally Software Services Tss Gold Tally 742106124	998313	18 %	1 nos	1 nos	5,400,00	uos		5,400.0
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		- <u>.</u> .		- 1314					
L	unt Chargeable (in words)			1 nos	1 nos	-	-	200	6,372.00

INR Six Thousand Three Hundred Seventy Two Only

HSN/SAC Taxable Central Tax State Tax Rate Value 5,400.00 Amount Rate Amount Tax Amount 972.00 998313 9% 486,00 486.00 5,400,00 486.00 486.00

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.

No warranty for damaged, burnt, track cut items.
 Interest @24% PA On overdue payment 5. Min Rs.500/- will be charged on cheaque 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

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Involce

Authorised Signatory

E. & O.F.

Dr. V.A.Kothiwale

Registrar

ATTESTED

#### TAX INVOICE

N. C.	MATTE TECHNOLOGIES - 2018- Tally Expert Partner & Computer Sales & Servi Bharat Nagar 4th Cross Shahapur Belag S1/a Malaprabha Nagar Vadgson Belag GSTIN/UIN: 298YIPM0748Q12 State Name: Karnataka, Code:; Contact: 9242376222/81478611 E-Mall: mahira_techsolutions@yahoo.	ces javi avi čl. 29 79			nvoice N ATS\13 Delivery   Supplier's	<b>8/20-2</b> Note		4- Mc		20 ns of Paymen rence(s)
K.L	er E.SOCIETYS INSTITUTE OF NURSING SCIENC!				luyer's C			Da	ted	·
Sta	agavi te Name : Karnataka, Code : 29 ce of Supply : Karnataka			Ċ	espatch	Docum	ient No.	De	livery No	ote Date
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ompo clarat onc onc proc prod nditi No v	& Conditions:  the goods sold cannot be taken back or exchange the goods and cannot be taken back or exchange the goods.  The goods are the goods and the goods are goods.  Warranty for damaged, burnt, track out items.  @24% PAOn overdue cayment	anged. Jerms &	Comp Bank A/c No		: Car	nara Ba 720100	1321		STED	B0005299
estor	ner's Seal and Signature						for MATT	ETE	HNOLOG	IES - 2018-21
-	Andrew Springer Transport Control of the Control of		ar market ne	hed improved.			Dr. Y	<u>/.A.</u> k	O. Author	rised Signatory
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This is a Computer Generated Invoice

#### **TAX INVOICE**

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	Tally Expert Partner & Computer Sales	&Services	MT	S\86/19-2	0	31	-Oct-20	019
	#House No :31/a Malaprabha Nagar Vadgaon B	elagavi	Deli	very Note				ns of Payment
The state of the s	GSTIN/UIN: 29BYIPM07480 State Name: Karnataka, Co Contact: 9242378222/8147	de: 29	Sup	plier's Ref.		Ot	her Refe	rence(s)
Buyer	E-Mail: mahira_techsolutions@y	ahoo.in	But	er's Order I	No.	De	ited	
K.L.E.SOCIET	YS INSTITUTE OF NURSING SCI	ENCES	Duy	or a Order r	10.	Da	nea.	
Belagavi State Name	: Karnataka, Code : 29		Des	patch Docu	ment No.	De	livery No	ote Date
		į	Des	oatched thr	ough	De	stination	
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SI No.	Description of Goods	HSN/	SAC	Quantity	Rate	per	Disc. %	Amount
1 Tally Softw Tally Si No	vare Services Tss Gold 0:772020936	99831	3	1 nos	10,800.00	nos	50 %	5,400.00
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			VOIC	E				
1000	MATTE TECHNOLOGIES		Invo	ice No.		Da	ted	and the second s
MITER	Tally Expert Partner & Computer Sales	&Services		3\86/19-2	0		-Oct-2019	
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Total State of	GSTIN/UIN: 29BYIPM07480 State Name: Karnataka, Co		Cun	ollosia Def		0		
	Contact: 9242376222/81476 E-Mall: mahira_techsolutions@s	861179	Supp	olier's Ref.		Oti	ner Referei	ice(s)
Buyer		anoc.iii	Buye	er's Order I	Vo.	Da	ted	
	S INSTITUTE OF NURSING SCI	ENCES	minutes of					
Belagavi State Name	: Karnataka, Code : 29		Desp	oatch Docu	ment No.	De	livery Note	Date
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	are Services Tss Gold	99831	3	1 nos	10,800.00	nos	50 %	5,400.00
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	(in words) and Three Hundred Seventy	Two O	R	Central Tate Am	ount Ra		е Тах	E. & O.E

SUBJECT TO BELAGAVI JURISDICTION

Customer's Seal and Signature

This is a Computer Generated Invoice

Dr. V.A.Kothiwale

Authorised Signatory

for MATTE TECHNOLOGIES

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	IATTE TECHNOLOGIES  tily Expert Partner & Computer Sales 8	Onndan-	Invoid				ated	_
# M G	House No :31/a  alaprabha Nagar Vadgaon B   STIN/UIN: 29BYIPM0748Q	elagavi 12L		73/19-20 ery Note			Oct-201 ode/Term	s of Payment
C	tate Name: Karnataka, Co ontact:9242376222/81478 Mail:mahira_techsolutions@y	61179	Suppl	ier's Ref.	- A MANAGEMENT OF THE PARTY OF	Ot	her Refe	rence(s)
Buyer			Buyer	's Order N	Jo.	Da	uted	
The Registar Ki. Nehru Nagar Bela State Name	E University agavi : Karnataka, Code : 29		Despa	atch Docu	ment No.	De	livery No	te Date
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SI Des	scription of Goods	HSN/S	SAC (	Quantity	Rate	per	Disc. %	Amount
No								
1 Tally Software Tally SI No:74	Services Tss Gold 42106124	99831	3	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9% Output SGST@9%		in the second se		9			486.00 486.00
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·	words) i Three Hundred Seventy	Two O	nlv					E. & O.E
	SN/SAC	Taxable Value		Central T		Sta	te Tax Amount	Total Tax Amount
998313	New York	5,400.0	30 00	W. Committee of the Com	Marie Company of the	9%	486.0	
	Total	5,400.0	4:	2	86.00		486.0	
Tax Amount (In words)	INA Nine Hundred Seven	nty Two	Only			and desirable		-

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 : Can : 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

#### **TAX INVOICE**

MATTE TECHNOLOGIES Tally Expert Partner & Computer Sale #House No :31/a Malaprabha Nagar Vadgaon GSTIN/UIN: 29BYIPM0748 State Name : Karnataka, C E-Mail : mahira_techsolutions@  Buyer The Principal of JNMC Belagavi State Name : Karnataka, Code : 29	Belagavi Q1ZL Code: 29	Invoice MTS\3\ Delivery Supplied Buyer's Despate Despate	Note I's Ref. Order In Document the description	No. Iment No.	6- M	Apr-2019 Apr	s of Payment ence(s)
SI Description of Goods	HSN/S	AC Qua	antity	Rate	per	Disc. %	Amount
No.  1 Tally Software Services Tss Gold Tally GOLD No:771050916  Output CGST@99	998313	1	nos	5,400.00	nos		5,400.00 486.00
Output SGST@99	100	9					486.00
Tota	al	1	nos				₹ 6,372.00
Amount Chargeable (in words) INR Six Thousand Three Hundred Sevent	v Two On						E. & O.E
HSN/SAC	Taxable	Ce	ntral T			e Tax	Total
998313	Value 5,400.0	Rate 9%		ount Ra	ite	Amount 486.0	Tax Amount 972,00
Total	5,400.0		4	86.00	1	486.0	
Tax Amount (in words): INR Nine Hundred Sev  Company's PAN : BYIPM0748Q  Declaration  We declare that this invoice shows the actual price	·	Only			for	MATTE TE	CHNOLOGIES
We declare that this invoice shows the actual pric goods described and that all particulars are true a correct.	e of the					Autho	orised Signatory

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

**ATTESTED** 

1		MATTE TECHNOLOGIES		Invoid	ce No.		Da	ited	
	Tally Expert Partner & Computer Sales & Services #House No :31/a		41	MTS\133\18-19 Delivery Note			31-Jan-2019		
M		Malaprabha Nagar Vadgaon Belagav GSTIN/UIN: 29BYIPM0748Q1ZL	ı	Delive	ary Note		Mc	de/Terms	of Payment
E	- Therese	State Name : Karnataka, Code : 29 E-Mail : mahira_techsolutions@yahoo.in		Suppl	lier's Ref.	-	Oll	her Refere	nce(s)
	yer	KLE University		Buyer	's Order N	0.	Da	ied	
Ne	ehru Nagar	Belagavi		Desos	atch Docur	nent No	De	livery Note	N Dioto
St	ate Name	: Karnataka, Code : 29							Date
				Despa	atched thro	ough	De	stination	
				Terms	of Deliver	у			
SI No.		Description of Goods and Services	HSN/S	AC	Quantity	Rate	per	Disc. %	Amount
1	Tally Softv	vare Services Tss Gold	998313	3	1 nos	5,500.00	200	-	
	V.K.Instute of	Dental Sciences Bgm 0:781069599			1 1105	5,000.00	1108		5,500.0
2	Taily.Net S College of I 1) Tally SI College of I 2) Tally SI College of P. 3) Tally SI Institute of Pin 4) Tally SI Shi B M K Ayut 5) Tally SI	iubscriptions Sarvices Pharmacy Belagavi No:732020940 Pharmacy Hubbali No:712464120 harmacy Bengaluru No:782464104 visiontherapy Belagavi No:772022196 veda Mahadyalaya Bgm No:752020938 dospital Belagavi	99733		7 nos	1,900.00	nos		13,300.0
3	Aushalaya 7) Taliy Si Repair and	No:752022198 laya Belagavi No:715158072 Service Charge vice Charge Under NGO	851770	90					<b>350.0</b> 0
		Output CGST@9% Output SGST@9%				5.00	% %		1,723.50 1,723.50
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1	nt Chargeable (	in words)		- 49	8 nos			₹2	22,597.00 E. & O.E
		o Thousand Fire Handard No	Seven O	-					
		o Thousand Five Hundred Ninety 8			Central Tax		State	Tax	Total Tax Amount
VIR.	Twenty Tw	E 1994 a room to all	Taxable Value	Rat	e Amou	ınt Rate		-varanteet in 1	
983 973:	Twenty Tw 13 31	HSN/SAC	Value 5,500.00	Rat 9	% 49	5.00 9	6	495.00	990.00
983 973:	Twenty Tw	HSN/SAC 1	Value 5,500.00 3,300.00 350.00	Rat 9 9	% 49 % 1,19 % 3	5.00 9° 7.00 9° 1.50 9°	% %	1,197.00 31.50	2,394.00 63.00
983 973 517	Twenty Tw 13 31 7090	HSN/SAC 1	Value 5,500.00 3,300.00 350.00 9,156.00 dred For	Rat 9 9 9 rty Se	% 49 % 1,19 % 3 1,72 even Only ank Detail : Ca	5.00 9 7.00 9 1.50 9 3.50	% %	1,197.00	2,394.00
983 973 517	Twenty Tw 13 31 7090	HSN/SAC 1 Total 1  Total 1  INR Three Thousand Four Hund	Value 5,500.00 3,300.00 350.00 9,150.00 dred For Compa Bank N A/c No.	Rat 9 9 9 9 rty Se	% 49 % 1,19 % 3 1,72 even Only eank Detail : Ca : 05	5.00 9 7.00 9 1.50 9 3.50 9	k 321	1,197,00 31.50 1,723.50	2,394.00 63.00 3,447.90 RB0000557
983 973: 517 ix Ar	Twenty Tw  13 31 7090  mount (in words	HSN/SAC 1	Value 5,500.00 3,300.00 350.00 9,150.00 dred For Compa Bank N A/c No.	Rat 9 9 9 9 rty Se	% 49 % 1,19 % 3 1,72 even Only eank Detail : Ca : 05	5.00 9 7.00 9 1.50 9 3.50 7 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	k 321 BELAC for M	1,197,00 31.50 1,723.50	2,394.00 63.00 3,447.90

This is a Computer Generated Invoice

Dr. V.A.Kothiwale

**TAX INVOICE** TAX INVOICE Invoice No. MATTE TECHNOLOGIES Dated Tally Expert Partner & Computer Sales & Services #House No :31/a MTS\109\18-19 20-Dec-2018 #House No :31/a Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 298YIPM0748Q1ZL State Name: Karnataka, Code: 29 Contact: 9242376222/8147861179 **Delivery Note** Mode/Terms of Payment Supplier's Ref. Other Reference(s) E-Mail: mahira\_techsolutions@yahoo.in Buyer Buyer's Order No. Dated KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL YELLUR BELAGAVI Despatch Document No. Delivery Note Date State Name : Karnataka, Code : 29 Despatched through Destination Terms of Delivery SI Description of Goods Quantity Rate per Disc. % Amount No. Rate **Tally ERP9 Silver** 18 % 1 nos 16,525.42 nos 16.525.42 Tally SNO:796605930 KEY NO:GZKMER6EX Output CGST@9% 9 % 1.487.29 Output SGST@9% 9 0/ 1.487.29 Total 1 nos ₹ 19,500.00 Amount Chargeable (in words) INR Nineteen Thousand Five Hundred Only HSN/SAC Taxable Central Tax State Tax Total Value Rate Amount Rate Amount 1,487,29 Tax Amount 997331 16,525.42 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 : BYIPM0748O Company's Bank Details Declaration
We declare that this invoice shows the actual price of the

SUBJECT TO BELAGAVI JURISDICTION

Bank Name

A/c No.

This is a Computer Generated Invoice

goods described and that all particulars are true and correct. Customer's Seal and Signature

Dr. V.A.Kothiwale

Authorised Signatory

Canara Bank

0557201001321

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

2	MILEK	MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales & Services #House No :31/a Malaprabha Nagar Vadgaon Belagavi		MT	Invoice No. MTS\74\18-19 Delivery Note			Dated 4-Oct-2018		
È	State Name : Karnataka, Code : 29 Contact : 9242378229944789		it.	Suppliers Ref.			Mode/Terms of Payment Other Reference(s)			
	Buyer : manira_techsolutions@yahoo.in			Buy	Buyer's Order No.			Dated		
De	elagavi ate Name	her Institute of Nursing Colleg	е	Des	patch Docui	ment No			ote Date	
	ara Malila	: Karnataka, Code : 29			patched thro		1			
				1	ns of Deliver		De	stination	7	
				a management of the second		,				
SI No.		Description of Goods		GST	Quantity	Rate	Der	Disc. %	Amount	
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	Tally No7	7202936		18 %	1 nos	5,400.00	nos		5,400.0	
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mount	it Chargeable (li	n words)	Total		1 nos				₹ 6,372,00	
nount	nt Chargeable (li Six Thousa	nd Three Hundred Seventy Tw	o Only							
mount VR S	Six Thousa	n words) and Three Hundred Seventy Tw HSN/SAC		e Ra	Central Tax	nt Rate	State		₹ 6,372,00	

MATTE TECHNOLOGIES invoice No. MATIC IECHNULUGIES
Tally Expert Partner & Computer Sales & Services
#House No:31/e
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q12L
State Name: Karnataka, Code: 29
Contact: 9242376222/8147861179
F-Mail: makira techsolutione@yethoo.in Dated MTS\51\18-19 28-Aug-2018 **Delivery Note** Mode/Terms of Payment Supplier's Ref. Other Reference(s) E-Mail: mahira\_techsolutions@yahoo.in Buyer Buyer's Order No. Principal Kaher Institute of Phylothraphy Dated Belgaum Despatch Document No. Delivery Note Date State Name : Karпataka, Code : 29 Despatched through Destination Terms of Delivery S Description of HSN/SAC GST Rate No. Quantity per Disc. % Services Amount Rate Repair and Service Charge 85177090 18 % 1 nos 1,500,00 nos Tally Software Services and Top File Mapping 1,500,00 Output CGST@9% 135.00 Output SGST@9% 135,00 Total Amount Chargeable (in words) 1 nos ₹ 1,770.00 INR One Thousand Seven Hundred Seventy Only E. & O.E HSN/SAC Taxable Central Tax State Tax Total Value 85177090 Rate Amount Rate Amount Tax Amount 1,500.00 9% 135.00 135,00 270.00 Total 1,500.00 135.00 Tax Amount (in words): INR Two Hundred Seventy Only 135.00 Сотралу'я РАМ : 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 A TOLMATTE TECHNOLOGIES Authorised Signatory SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A.Kothiwale Registrar

MATTE TECHNOLOGIES Invoice No. MAI 1E IECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q1ZL
State Name: Karnetaka, Code: 29
Contact: 9242376222/8147881179
E-Mail: mahira\_techsolutions@yahoo.in Dated MTS\50\18-19 28-Aug-2018 **Delivery Note** Mode/Terms of Payment Supplier's Ref. Other Reference(s) Buyer Buyer's Order No. The Register KLE University Dated Nehru Nagar Belagavi State Name Despatch Document No. : Karnataka, Code : 29 Delivery Note Date Despatched through Destination Terms of Delivery SI Description of Goods HSN/SAC GST Quantity No. Rate per Disc. % Amount Rate Taily Software Services Tss Gold 998313 18% Tally SI No:7242106124 1 nos 5,400.00 nos 5,400.00 Output CGST@9% Output SGST@9% 486.00 486.00 Total 1 nos Amount Chargeable (in words) ₹ 6,372.00 INR Six Thousand Three Hundred Seventy Two Only E. & O.E HSN/SAC Taxable Central Tax State Tax Total 998313 Value Rate Amount Pate Amount Tax Amount 5,400.00 5,400.00 486.00 486.00 Total 486.00 Tax Amount (in words): INP Nine Hundred Seventy Two Only 972.00 Company's PAN : BYIPM0748Q Declaration
We declare that this invoice shows the actual price of the Company's Bank Details Bank Name : Can Canara Bank goods described and that all particulars are true and correct.
Customer's Seal and Signature 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

	MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales & Services #House No :31/a Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPM0748Q1ZL State Name: Karnataka, Code: 29		M De	Invoice No. MTS\44\18-19 Delivery Note Supplier's Ref.			21 M	Dated 21-Aug-2018 Mode/Terms of Payment			
П.		Coritact: 9242378222/81478 E-Mail: mahira_techsolutions@y		Su	bbite	rs Ref.		Ot	her Refe	rence(s)	
Buy				Bu	yer's	Order	No.	Da	tod	-	
Ne	The Register KLE University Nehru Nagar Belagavi State Name : Karnataka, Code : 29			1	Buyer's Order No.  Despatch Document No.			٥	Dated  Delivery Note Date		
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				Dei	sparc	hed thi	ough	De	stination	. <del></del>	
				Ter	ms of	Delive	ry		2 0000 000		
0.		Description of Services	HSN/SAC		Qu	antity	Rate	per	Disc. %	Amount	
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Company's PAN

: BYIPM0748Q

Company's Bank Details Bank Name : Cana

: Canara Bank

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

A/c No. : 0557201001321

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRE0000557

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Dr. V.A.Kothiwale





# INDIA NON JUDICIAL Government of Karnataka

### e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-KA95620218066425P

30-Aug-2017 12:45 PM

NONACC (FI)/ kaksfcl08/ PADMANABHA NAGAR/ KA-BA

SUBIN-KAKAKSFCL0840425475155301P

E SUTRA CHRONICLES PVT LTD

Article 12 Bond

SOFTWARE AGREEMENT

(Zero)

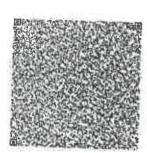
: E SUTRA CHRONICLES PVT LTD

KLE UNIVERSITY BELGAUM

E SUTRA CHRONICLES PVT LTD

(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

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

Registrar



Page 1 of 11

Statutory Alert:

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 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.
- 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

Or. V.A.Kothiwale

Page 2 of 11

### 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
- 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 These 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 following is the response time for bugs reported by KLE University.

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

 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 c-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/-

ATTESTED

Dr. V.A.Kothiwale

Page 3 of 11

- 2. For every subsequent occurrence within the same fiscal year: Rs.2000 per occurrence
- 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

- Downtime caused as a result of KLE University exceeding system capacity;
- ii.. Downtime due to viruses
- Downtime due to KLE University failure to adhere to e-Sutra change Management iii.
- Downtime caused by Acts of God or natural disasters; iv.
- Any event or condition not wholly within the control of Vendor;
- The negligence or willful misconduct of KLE University or others authorized by KLE University to use the Services provided by Vendor
- 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
- 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
- Any failure of KLE University-provided local access facilities
- Any scheduled or emergency maintenance up to an accumulated total of 24 hours per
- 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
  - 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.
- 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

Page 4 of 11

Dr. V.A.Kothiwale

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 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.

		Transcotts table below.
; 1	Annual usage fee for Contineo - Institution level software	Process of the second s
2	Annual usage fee for Contineo - University level examinations software	Rs.600/- per user* per year : 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 6	Product technology upgrade	Free - Included n above
7	Program Management fee for Implementation  Business analysis to capture customization requirements	Free - Included n above
8	contineo' customization fee	Free - Included n above
9	New Module Development	Free - Included n above
)	User Training fee (Train the trainer model)	Extra at actuals
10	integration of any one 3rd party payment gateway for online payments	Free - Included n above
1	Set up fee (One time)	None - Walved off

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

Page 5 of 11

SI.	Item	Cosi
12	Premium Support	Free - Included n above
	Phone support 9 AM to 5 PM: Monday to Friday and all working days	rice of included in above
	Support personnel at KLE University campus on need basis (for training and support purposes).	
	Remote support over internet	
13	Accommodation for contineo support personnel at KLE University, Belgaum	To be provided by KLE University
, 14	SMS charges	, was a
		SMS pack to be provided by KLE University
15	Government taxes	The above prices are exclusive of all
	7837	taxes. The taxes, if payable by law shall be borne by KLE University.
		V

- 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.
  - 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 Iniversity. During the contract

Dr. V.A.Kothiwale

Page 6 of 11

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 capacitates 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 capacitates 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
- 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 however, the provisions of this clause shall have no effect in respect of information required to be 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,Kamataka

Page 7 of 11

- 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
- 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 it's promotional materials including website. e-Sutra will be permitted to list KLE University as a customer in it's 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 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.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 Page 8 of 11

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 with the breach of performance of the respective obligations and duties of the Parties under this Agreement.

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

For and on behalf of KLE University, Belgaum

For and on behalf of e-Sutra M/s e-Sutra

Chronicles Private Limited, Bangalore

Name: Percy (Ex.) V.D. Pattle Designation: Real of as

Signature with Seal:

Name: Sudhindra Mokkasi

Designation: CEO

Signature with Seak.

Witnesses 1

Name:

Address:

Signature

Witnesses 2

Name: Prust. M. 8. Gana chevic

Signature

**ATTESTED** 

Dr. V.A.Kothiwale Registrar

### Annexure 1

# 'contineo' core features offered to KLE University

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Admission & Fee management, Online Payment		
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Admission & USN System		
Consolidated Student Database		(the Classical Control of the Contro
Consolidated Institutional Performance System	The second of the second	
University Academic Reports & MIS		
The state of the s	741.34.4	
	till token and day	

ATTESTED

Dr. V.A.Kothiwale

### 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
  - 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
  - b. 5 TB NAS

**ATTESTED** 

Dr. V.A.Kothiwale

We declare that this invoice shows the actual price of the goods described and that

For Reidus Te

orised Signatory.

Declaration:

all particulars are true and correct.



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

CM 10.

Ad an Ledge No pomeso to and off tot trans.

	NVOICE/BILL	Section .	
Easylib Library Automation Services Unit of Infonics Software Pvt. Ltd.	Invoice No. EASYLIB/2001-02/08/01		7-Sep-02
45, 2nd Cross, P.R.Layout Murgeshpaly BANGALORE-560 017 Ph: 080-508-6606, 520-0271	Buyer's Order No. MDC/Lib/96		Dated 22-May-02
CINSTOMER:  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 desribed in the		50,000	50,000
brochure and quotation.		2,000	2,000
1% Tax as per the Karnataka Sales Tax		2,00,	52,000
Total Amount in Rs.		-	20,000
First installment already paid  Second Installment to be Paid Rs.			32,000

Amount Chargeable (in Words)

Thirty Two Thousand

Please make the chaque payable to

Jonics Software Pvt. Ltd.

KST NO.95322589

CST NO.95372581

EC CODE: 0798008041

Remarks:

The Software Installed

The Training Provided to the

Library Staff.

Signature & Date

Dr. V.A.Kothiwale Registrar

OESI -

14 C S

## **Fasylib Software Private Limited**

No. 1147/B. 1"Floor, 18" '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

PLACE OF SUPPLY

29 - Kamataka

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

NO

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

OTV

AMOUNT

1,50,000.00

RATE

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

CGST @ 9% on 150000.00

SGST @ 9% on 150000.00

TOTAL

**BALANCE DUE** 

1,50,000.00

13,500.00

13,500.00

1,77,000.00

₹1,77,000.00



Dr. V.A.Kothiwale Registrar

22

TAX INVOICE



To.

KLES DR. PRABHAKAR KORE HOSPITAL & MRC

Nehru Nagar.

Belgaum

Involce No.

SOFT000409

01/11/2017 Invoice Date

P.O. No. 4100347

P.O. Date

Our GST TIN. 27AAICS0042F1ZO

Karnataka-590010

GST TIN: 29AAATK2644N6Z3

Location:

No. 01

Spine HRMS Suite Additional 1500 Emp License SAC/HSN 997331

Amount

225,000.00

KLES PRABHALAR KORE HOSPITAL & WRC., BELGAUM-10.

Particulars

Gen. Store

ADVANCE PAID

Add: 1 G S T-18 %

Total Bill Value :

225,000.00 40,500.00

265,500.00

Rupees Two Lac Sixtyfive Thousand Five Hundred Only

BANK NAME: HDFC BANK , Geregeon W Br, Mumbel-400062

Bank Account no. CA: 0322202000130 NEFT/RTGS NO.: HDFC0000322

We hereby certify that Particular or

PAN No. : AAICS 0042 F

For SPINE TECHNOLOGIES (I) PVT.LTD.

Dr. V.A.Kothiwale Registrar

**ATTESTED** 

Receiver's Signature with Stampny of Higher Education and Research, reemed-to-be-University u/s 3 of the UGC Act, 1956)

Authorised Signation

Authorised Signation

E. & Q. E. H.

Authorised Signation

E. & Q. E. H.

Authorised Signation

E. & Q. E. H.

Authorised Signation

This Document is not branchersble.

3) Licence Agreement your in case of non-payment of this invoice.

Subject to Manbal Jurisdiction.

call Bolgavis 299 2128 Kamataka sales@spinetechnologies.com

Chq. No. 706330

Date 02-01- 2018

PE 130247:10

I.S.R. No. 41:00265	
I.S.R. No1	
Instrument / Equipment Ledger No	
Furniture & Dead Stock Ledger No	
Consumable Articles Ledger No	
Other Articles Dead Stock Ledger No	
1 Carratt	
Checked & Found Correct	10=00
Passed for Payment of Rs. 2,65,5	
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### 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



BC/2 No.1188731 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 KEESH MRC

s/d/w/o

residing at-

FOR STATE BANK OF MYSOME

Authorised Agent of child orang duty on behalf & EloGenepaut of Kanganaka

BELGAUM BRANCH

Br. Name:

Date: 2

2 5 NOV 2005

# 1 Deed of KLES-HIMS software development Contract Agreement

This agreement for Hospital Information Management System software development has been entered into, on this 30<sup>th</sup> 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.

Jaham V

Dr. V A.Kothiwale

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dent of Nither Education and Research
(D.Kod-to-h. Vintersity u/s 3 of the UGC Act, 1956)

P.G. Avavi-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 KLESH-along, all through the development and implementation of the KLESH-BIMS 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.

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Dr. V KLES Hospital & MRC

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KLE Academy of Higher Education and Research,

(Deelly 10-be-University u/s 3 of the UGC Act, 1956)

Solagavi-590 010, Kamataka

- 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.

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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	1	Facility Scheduling	11
In Patient Billing and Cash Handling	1	Equipment Maintenance	11
Out Patient Billing and Cash Handling	1	Maintenance tracker	11
Admissions, Discharges and Transfers		Medical Records (current version as it is)	11
Application Systems Security	L'	Medical Records Tracking	11
Laboratory Reports	1.	Linen and Laundry	ll
Doctor's Accounting	1	Attendance and Payroll	11
Night Audit		House Keeping	II
Financial Accounting	1	MIS Reporting release	11
Accounts Payable & Bill passing	1	CSSD	11
MIS Reporting Release I		Vehicle Management	11
Pharmacy & Stores	Ti Ti	Blood Bank	11
Purchase Orders & Indent	1		
Nurse Station (current version as it is)			
Doctors Consulting/Case Paper (current version as it is)	1		

### 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 cartified by party of the KLESH

#	Particulars	Release	License Fee
1	Development and implementation of Interfacing of Mini PACS	11	1 Lakh
2	Development and implementation EMR, Nursing Module, Clinic Management	1	7 Lakhs

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KLES Hospital & MRC

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3	Development and implementation HR Module			- 11	2 Lakhs	
4				lood Bank	1	2 Lakhs
5	Development Management	and	implementatio	n Asset	11	2 Lakhs

Payment of Implementation fees for Schedule - 'A'

#	Milestone	Percentage License Fee 25,00,000/-)	of (Rs.
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.

Dr. V.A. Kethiwaie

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KLE Academy of Higher Education and Researc (Deemed-to-be-University KLES Hospitat B. MBS Belagavi-590 010, Kamataka

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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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Dr. V.A. Kothiwale

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Belagavi-590 010, Karnataka

30-Nov-05

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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DKLES Hospital & MRC

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Relagavi-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	l of severity Description	
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-sonformance	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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ATTIKLES Hospital & MRC

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

The same

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ATTERES Hospital & MRC

Registrar

the failure by Sofscript to comply with or perform any agreement î.

of Sofscript set forth herein;

any negligence of Sofscript, its agents or employees in ii. connection with the performance of its obligations and/or exercise of its rights hereunder

any claim made by any third party arising out of a defect in any iii.

KLES-HIMS software provided by Sofscript; and/or

- any claim made by any third party to the effect that any KLESiv. 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.

## 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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ATTESTED 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

V A Kothiwale

## 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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KLES Hospital & MRC

Provided Higher Education and Research, (Deemed-to-be-University u/s 3 of 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. Mary

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.

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30-Nov-05

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AKLES 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

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

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 <u>Permitted Use of Services</u>: 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 lice of FTCS

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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

uture, and nothing ...
services or performing such uservices hereunder, the Customer In consideration of the Services hereunder, the Customer In consideration of the Services hereunder, the Customer In Customer In Schedule 4. All amounts payable to TCS are exclusive of Services or Income deductible as soutcest of payments to TCS, any tax on TCS' income deductible as soutcest of the rates applicable as per the provisions of Income Tax Actions and authorities. TCS shall submit invoices and the payment schedule in Schedule TCS within thirty (30) and 4. Customer shall remit payment to TCS within thirty (30) gays from the date of invoice. TCS shall invoice and Customer shall make payment, in advance, in accordance with the billing paried specified in Schedule 4. If any invoice remains unpaid after the aforesaid period, TCS shall be entitled to recover the unpaid in invoices with interest @ 1.5% per month calculates from the payment due date until the recovery is made in full with interest and the services. and/or suspend the Services.

6. Representations And Warranties

TCS warrants that the Services will be provided workman like manner and in conformity with in Schedule 2. Notwithstanding the aforesa -ne are provided by TCS free of charge chargeable shall be provided on an 'AS haste chargeable shall be provided on an AS passe without any warranties whatsoever. Each Party represents an animal covenants to the other that: (i) it is duly organized and validly existing and in good standing under the largest of the state of its incorporation or formation; (ii) it has the full ght and authority of enter into and that this Agreement constitutes a sail, valid and binding obligation; and (iii) its execution, pelivery and performance of this Agreement does not an will not condict with, or constitute a breach or default under its charter behavioration. or constitute a breach or default under, its charter of breanizations or any contract or other instrument to which it is a party of XCEP, AS SET FORTH IN THIS CLAUSE, TCS MARES or any contract or other instrument to which it is a party EXCEPT OF AS SET FORTH IN THIS CLAUSE, TCS MAKES WARRANTIES TO CUSTOMER, EXPRESS OR DELIED, WITH RESPECT TO ANY SERVICES OR DELIVER ABLIS PROVIDED HEREUNDER OR UNDER SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION, ANY IMPLIED WAY WERE SCOPE OF WITHOUT LIMITATION.

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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 entitles 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 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 any stock exchange. Opon the Disclosing Party's whitein 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 tiability 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

#### 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 written notice of an otice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or equivalent for the benefit of creditors or of a receiver briotypay similar proceedings.

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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 explry 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 <u>TATA Code Of Conduct</u>: 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.asox?artid=NvGNnl.HkaAc= 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 tum, 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")
Ву:	By:
Name:	Title: Global Head - TCS iON
Date:	Date: 31/12/2018

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#### **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

"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 Authorised 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 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

"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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### SCHEDULE 1 CONTRACT DETAILS

### A. The details of the Customer are as follows:

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

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

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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#### SCHEDULE 2

#### 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.

#### 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
	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.

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	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, addition 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 proceeds

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Any activities and/or outages mutually agreed upon by the parties (planned scheduled downtime).

Dr. V.A.Kothiwale

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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:

The second secon	,
Toll Free Number	1-800-209-8030
E-mail	
	ion servicedes la tos.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.
- 1. TCS Designated locations:

TCS will host its applications from TCS Data Centre.

III. Customer designated locations:

None

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

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

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 Subramanium

Email

bala@kleuniversity.edp.hr.TED

Contact #

95 383 79799

VI. Target Environment: Dr. V.A.Kothiwale

KLE Academy of Higher Ed (Deemed-to-be-University

Belagavi-5

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#### Services Environment

#### **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

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.
- 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.
- 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.
- 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

Dr. V.A.Kothiwale

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Belagavi-590 010, Kamataka

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").

to them in the Agreement.

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 Authorised 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

- **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, after 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 after 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 <u>Trademarks</u>. 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.

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 a attached to the TCS Application System or any enhancements, upgrades or derivative works thereof. MUMBAL

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Dr. V.A.Kothiwale Registrar 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

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")
Ву:	Ву: О
Name:	Name: Venguswamy Ramaswamy
Title:	Title: Global Head - TCS ION
Date:-	Date:- 31 12 2-018

Dr. V.A.Kothiwale

(TCS Proprietary and Confidential)

Registrar

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Relagavi-590 010

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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. Involcing 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
- 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 <u>Rupees Thirty Four Lakhs (Rs.34,00,000)</u> 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 involces, 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.Kothwi 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
ONIO I IOOKS	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	Reports / Letters that need Adobe Xpro	25,000	Progress Reports, ID Card, Bar Code Printing
work	Cheque Printing	10,000	With Control of the C
	Macro Reports - Simple	25,000	Per report
Custom Macro Reports	Macro Reports - Complex	50,000	Per report. Multi tab, Combining few ODRs, Complex Logic
reports	Modification to Existing Reports	25,000	Modification to any report that had earlier been developed by us.
	JSONReports - Simple	25,000	Per report
Custom JSON Reports	JSON Reports – Complex	50,000	Per report. Created by combining multiple ODRs, Complex Logic
Neports	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	Simple Change	25,000	System Change Requests will be analyzed for feasibility.
Requests	Complex Change	50,000	Where feasible, changes will be taken up as part of roadmap development on additional charges

(TCS Proprietary and Confidential)

Dr. V.A.Kothiwale

**ATTESTED** 

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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### 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

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 I	No.;
Date Initiated:	Date Approved		S. C. S. S. S. S. S. S. S. S. S. S. S. S. S.	
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	ATTESTE	<u>-</u> U	LTANCY

Dr. V.A.Kothiwale Registrar
KLE Academy of Higher Education and Research,
(Deemark to be University w's 3 of the UGC Act, 1956)
(TCS Propriet France Confidencial) avi-590 010, Karnataka



TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

SJM Towers 18 Sheshadri Road Gandhinagar Bangalore 560 009 India

ĕ:

Mr. R. Balsubramaniyam

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

4322

From:

Shiyam Prakash

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. **Business Solutions** IT Services

Consulting

Cell:-+919008133779

Gandhinagar, Bangalore - 560009,Karnataka

SJM Towers, Seshadri Road,

Unit -III, No.18,

Tata Consultancy Services



# 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

ATTESTED

REGISTRAR

Dr. V.A.Kothiwale Registrar

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

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MATTE TECHNOLOGIES

MATTE TECHNOLOGIES
Tally Expert Pariner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM0748Q12L
State Name: Karnataka, Code: 29
Contact: 9242376222/8147861179
E-Mail: mahlra\_techsolutions@yahoo.in

Buyer

The Registar KLE University

Nehru Nagar Belagavi

: Karnataka, Code : 29 State Name

	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	

31	Description of	HSN/SAC	Quan	tity	Rate	per	Disc. %	Amount
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	Tally.Net Subscriptions Services	997331	7 nos	7 nos	3,600.00	nos	50 %	12,600.0
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	Total		8 nos	8 nos				₹ 21,240.0

Amount Chargeable (in words)

INR Twenty One Thousand Two Hundred Forty Only

	Taxable	Cen	trai Tax	Sta	ate Tax	Total	
	Value	Rate	Amount	Rate	Amount	Tax Amount	
	18,000.00	9%	1,620,00	9%			
Total:	18,000.00		1,620.00	*** [4]	1,620.00	3,240.00	

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

Company's PAN

: BYIPM0748Q

Company's Bank Details : Canara Bank Bank Name

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

A/c No.

0557201001321 Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0600557

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, Kamataka



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Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
GSTIN/UIN: 29BYIPM074801ZL
State Name : Karnataka, Code :29
Contact : 9242376222/8147861179
E-Mail : mahira\_techsolutions@yahoo.in

Buyer

KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL

YELLUR BELAGAVI

: Karnataka, Code : 29 State Name

Dated
1-Jan-2020
Mode/Terms of Payment
Other Reference(s)
Dated
Delivery Note Date
Destination

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Amount Chargeable (in words)

INR Four Thousand Two Hundred Forty Eight Only

Taxable Central Tax State Tax Total Rate Amount Rate Value Amount Tax Amount 324.00 648,00 324.00 3,600.00 648.00 Total: 3,600.00 324.00 324.00

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

Company's PAN

: BYIPM0748Q

Company's Bank Details

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

Declaration
We declare that this invoice shows the actual price of the

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

goods described and that all particulars are true and correct.
Customer's Seal and Signature

MOT 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

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MATTE TECHNOLOGIES
Tally Expert Partner & Computer Seles & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagavi
Office Adress 4th Cross Bharat Nagar Vadgaon
Shahapur Belagavi
GSTIN/UIN: 29BYIPM074801ZL
State Name: Karnataka, Code: 29
Contact: 9242376222/8147961179
E-Mall: mahira\_techsolutions@yahoo.in

Buyer

The Principal of JNMC

Belagavi State Name

: Karnataka, Code : 29

Invoice No.	Dated
MTS\16/20-21	21-May-2020
Delivery Note	Made/Terms of Payment
Supplier's Ret.	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination

ŠĪ	Description of Goods	HSN/SAC Quantity			Rate	per	Disc. %	Amount
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	Total		1 nos	1 nos		-	-	₹ 6,372.0

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

	Taxable	Cen	tral Tax	Sta	te Tax	Total	
	Value	Rate	Amount	Rate		Tax Amount	
	5,400.00	9%	486.00	9%	486.00	972.00	
Total:	5,400.00	Maria II	488.00		486.00	972.00	

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

Company's PAN

: BYIPM0748Q

Declaration
We declare that this involce shows the actual price of the

Company's Bank Details

Bank Name

Canara Bank

A/c No. goods described and that all particulars are true and correct. Customer's Seal and Signature

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 ws 3 of the UGC Act, 1956) Belagavi-590 010, Karnataka

		MATTE TECHNO Tally Expert Pariner & C Bharat Nagar 4th Cr 31/a Malaprabha Na GSTIN/UIN: 29E State Name: Ka Contact: 924237 E-Mail: mahira_tec
TH Ne St	hru Nag ate Nam	t <b>ar KLE University</b> ar Belagavi e : Karnataka, C upply : Karnataka
SI	-	Description of Good
No.		oftware Services T 742106124
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MATTE TECHNOLOGIES - 2018-21 MATTE TECHNOLOGIES - 2018-21 Tally Expert Pariner & Computer Sales & Services Bharat Nagar 4th Cross Shahapur Belagavi 31/a Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPMO748Q1ZL State Name: Karnataka, Code: 29 Contact: 9242376222/6147861179

E-Mail: mahira\_techsolutions@yahoo.in

ır Belagavi : Karnataka, Code : 29

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

1	Description of Goods	H\$NSAC	GST	Quar	itity	Rate	ber	Disc. %	Amount
D.		1 10 00 1	Rate	Shipped	Billed		i dan		
	Tally Software Services Tss Gold Tally 742106124	998313	18 %	1 nos	1 nos	5,400.00	nos		5,400.00
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ĺ	Total			1 กоз	1 nos			1	6,372,00

INR Six Thousand Three Hundred Seventy Two Only

HSN/SAC Tayable Central Tax State Tax Total Rate Tax Amount 972.00 972.00 Value Rate Amount Amount 5,400.00 9% 486.00 9% 486.00 998313 Total 486.00 5,400.00 426.00

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 cheeque 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 MATAE 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, Kamataka

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MATTE TECHNOLOGIES - 2018-21 MAITE FECHNOLOGIES - 2018-21 Tally Expert Partner & Computer Sales & Services Bharat Nagar 4th Cross Shahapur Belagawi 31/a Malaprabha Nagar Vadgaon Belagawi GSTIN/UIN: 29BYIPM074BQ1ZL State Name: Karnataka, Code: 29 Contact: 9242375222/8147881179

E-Mail: mahirs\_techsolutions@yahoo.in

Buyer

K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES Belagavi

State Name : Karnataka, Code : 29 Place of Supply: Karnataka

Dated
4-Nov-2020
Mode/Terms of Payment
Other Reference(s)
Dated
Delivery Note Date
Destination

S		HSN/SAC	GST	Quai	ntity	Rate	per	Disc. %	Amount
la	Company of the second of the s		Rate	Shipped	Billed	- wine and	-		
	Tally Software Services Tas Gold	998313	18 %	1 nos	1 nos	5,400.00	nos		5,400.00
	Comment COST COST								486,00
	Output CGST@9% Output SGST@9%				-				486.00
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	Total		<del></del>	aon t	1 nos		_	5	6,372.00

Amount Chargeable (in words) INR Six Thousand Three Hundred Seventy Two Only

Rate Amount Rate Amount 9% 486,00 9% 486 00 Total HSN/SAC Taxable Tax Amount 972.00 Value 5,400.00 486.00 998313 5,400.00 486,00 972,00

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.

3. No warranty for damaged, burnt, track cut items.
4. Interest @24% PA On overdue payment 5. Min Rs.500/- will be charged on cheaque return Customer's Seal and Signature

Company's Bank Details

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

Branch & IFS Code: VADGAON BELAGAYI & CNFB0005299
for MATTE YECHNOLOGIES - 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

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MATTE TECHNOLOGIES

Tally Expert Partner & Computer Sales &Services #House No :31/a

K.L.E, SOCIETYS INSTITUTE OF NURSING SCIENCES

#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

Belagavi State Name

: Karnataka, Code: 29

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

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	рег	Disc. %	Amount
1	Tally Software Services Tss Gold Tally Sl No:772020936	998313	1 nos	10,800.00	nos	50 %	5,400.00
	Output CGST@9% Output SGST@9%				į		486.00 486.00
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	Total		1 nos	<u></u>			₹ 6.372.00

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

HSN/SAC	Taxable	Cen	tral Tax	Sta	te 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

Bank Name : Canara Bank A/c No.

Declaration
We declare that this invoice shows the actual price of

: 0557201001321

the goods described and that all particulars are true and correct.

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

E. & O.E

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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MATTE TECHNOLOGIES

MATTE CHINDLOGUES
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

Destination

Buyer

K.L.E.SOCIETYS INSTITUTE OF NURSING SCIENCES

Belagavi

State Name

: Karnataka, Code: 29

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Despatched through

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% Output SGST@9%			9 9	%		486.00 486.00
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6		m <sub>ks</sub>					
	Total		1 ກວຣ	exiii = 1 - 1 - 1	<u>.</u>	1	₹ 6,372.00

Amount Chargeable (in words)

INR Six Thousand Three Hundred Seventy Two Only

HSN/SAC	Taxable	Central Tax		State Tax		Total
	Value	Rate	Amount	Rate		Tax Amount
998313	5,400.00	9%	486.00	9%	488,00	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

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

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

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

Customer's Seal and Signature

for MATTE TECHNOLOGIES

ATTESTED

E. & O.E

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, Kamataka

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State Name

MATTE TECHNOLOGIES

: Karnataka, Code: 29

Tally Expert Partner & Computer Sales & Servi #House No :31/a

The Registar KLE University

Nehru Nagar Belagavi

#House No :37/A Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 298YIPM0748Q1ZL State Name: Karnataka, Code: 29 Contact: 9242376222/8147861179

E-Mail: mahira\_techsolutions@yahoo.in

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

Dated Buyer's Order No.

Delivery Note Date Despatch Document No.

Destination Despatched through

Terms of Delivery

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

INR Six Thousand Three Hundred Seventy Two Only

HSN/SAC	Taxable	Cen	tral Tax	Sta	ite 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

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

We declare that this invoice shows the actual price of

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

the goods described and that all particulars are true and correct. 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, Kamataka

- 24	MATTE TECHNOLOGIES			Invoice No. Dated							
4		lly Expert Partner & Computer Sales	&Services	MTS\3\1	8-19		6-/	Арг-201	9		
#House No :31/a Malaorabha Nagar Vadgaon Be		elagavi	Delivery Note			Mode/Terms of Pa			Payment		
×	SI SI	STIN/UIN: 29BYIPM0748Q tate Name : Karnataka, Coo Mail : mahira_techsolutions@y	de : 29	29 Suppliers Kel.			Oti	Other Reference(s)			
Bu	yer			Buyer's C	order h	ło.	Da	ted			
Th	e Principal of .	INMC	1					المسيد عدد المالية			
	lagavi			Despatch	Docu	ment No.	De	livery No	te D	ate	
Sta	ate Name :	Karnataka, Code : 29	1				-				
				Despatch	ed thr	ough	De	stination			
			:1	Terms of	Delive	ary					
SI	Des	cription of Goods	HSN/S/	AC Qua	ntity	Rate	per	Disc. %		Amount	
No.											
1			998313	1	nos	5,400.00	nos			5,400.00	
		Output CGST@9% Output SGST@9%								486.00 486.00	
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Ām	ount Chargeable (ir	n words)	1						- to .	E. & O.E	
		d Three Hundred Seventy	Two Or	nly							
		SN/SAC	Taxable	Ce	ntral T			te Tax		Total	
			Value	Rate	The second second		ate	Amoun 486		Tax Amount 972.00	
998313 Total		5,400.0 <b>5,400.</b> 0			486.00 4 <b>86.00</b>	370	486.		972.00		
Co Dec	mpany's PAN claration e declare that this	: INR Nine Hundred Seve : BYIPM0748Q	e of the	o Only			fo	r MATTE	TEC	HNOLOGIES	
	ods described an rect.	d that all particulars are true a	na					Au	horis	sed 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

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

Nehru Nagar Belagavi

The Registar KLE University

Buyer

State Name

: Karnataka, Code : 29

Invoice No.

MTS\133\18-19

Delivery Note

31-Jan-2019 Mode/Terms of Payment

Supplier's Ref. Other Reference(s)

Buyer's Order No.

Delivery Note Date

Dated

Dated

Despatch Document No. 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.Instute of Dental Sciences Bgm Tally SI No:781069599	998313	1 поѕ	5,500.00	пов	things age,	5,500.00
2	Tally.Net Subscriptions Services College of Pharmacy Belagavi 1)Tally SI No:732020940 College of Pharmacy Hubbali 2) Tally SI No:712464120 College of Pharmacy Bengaluru 3)Tally SI No:782464104 Institute of Physiontherapy 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	997331	7 nos	1,900.00	nos		13,300.00
3	Aushalayalaya Belagavi 7) Taliy Si No:715158072 Rapair and Service Charge Taliy Renueal Service Charge Under NGO  Output CGST@9% Output SGST@9%	85177090		9	%	10 mm m m m m m m m m m m m m m m m m m	350.00 19,150.00 1,723.50 1,723.50
	Total		8 nos				₹ 22,597.00

INR Twenty Two Thousand Five Hundred Ninety Seven Only

HSN/SAC	Taxable	Central Tax		Sta	ite Tax	Total	
the state of the s	Value	Rate	Amount	Rate	Amount	Tax 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 : 0557201001321

A/c No.

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

for MATTE TECHNOLOGIES

ATTESTED Authorised Signatury

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.

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

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**MATTE TECHNOLOGIES** 

MATTE TECHNOLOGIES
Tally Expert Partner & Computer Sales & Services
#House No :31/a
Malaprabha Nagar Vadgaon Belagav!
GSTIN/UIN: 29BYIPM0748G12C
State Name: Karnataks, Code: 29
Contact: 9242376222/6147861179
E-Mail: mahira\_techsolutions@yahoo.in

Buyer

KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL

YELLUR BELAGAVI

State Name : Karnataka, Code : 29

Dated
20-Dec-2018
Mode/Terms of Payment
Other Reference(s)
Dated
Delivery Note Date
Destination

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% Output SGST@9%			9 9	% %		1,487.29 1,487.29
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mil	Total		1 nos				19,500.00

Amount Chargeable (in words)

E & O.E

**INR Nineteen Thousand Five Hundred Only** 

HSNSAC	Taxable	Ce	ntral Tax	Sta	ite Tax	Total
· · · · · · · · · · · · · · · · · · ·	Value	Rate	Amount	Rate		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

Company's Bank Details

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

Declaration
We declare that this invoice shows the actual price of the

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

goods described and that all particulars are true and correct. 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,Kamataka

#### (ORIGINAL FOR RECIPIENT)

TAX INVOICE Invoice No. Dated **MATTE TECHNOLOGIES** Tally Expert Partner & Computer Sales & Services MTS\74\18-19 4-Oct-2018 raily expert Pariner & Computer Sales & Services #House No. :31/a Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPM0748Q1ZL State Name: Karnateka, Code: 29 Contact: 9242376222/8147861179 **Delivery Note** Mode/Terms of Payment Supplier's Ref. Other Reference(s) E-Mail: mahira\_techsolutions@yahoo.in Buyer Buyer's Order No. Dated Principal Kaher Institute of Nursing College Belagavi Despatch Document No. **Delivery Note Date** State Name : Karnataka, Code : 29 Despatched through Destination Terms of Delivery SI Description of Goods GST Quantity Rate per Disc. % Amount No Rate 4 Tally Software Services Tas Gold 18 % 5,400.00 nos 1 nos 5,400.00 Tally No77202936 **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 Central Tax State Tax Total Rate Rate Value Amount Amount **Tax Amount** 998313 5,400.00 486.00 486.00 972.00 Total 486.00 436.00 972.00 Tax Amount (in words): INR Nine Hundred Seventy Two Only Company's PAN : BYIPM0748O Company's Bank Details Declaration
We declare that this invoice shows the actual price of the Bank Name : Canara Bank A/c No. 0557201001321 Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557
for MATTE TECHNOLOGIES goods described and that all particulars are true and correct. Customer's Seal and Signature

SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

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,Kamataka

MATTE TECHNOLOGIES Invoice No. Dated Tally Expert Partner & Computer Sales & Services MTS\51\18-19 28-Aug-2018 Mode/Terms of Payment #House No :31/a Malaprabha Nagar Vedgaon Belagavi GSTIN/UIN: 295YIPM0748Q1ZL Delivery Note State Name : Karnataka, Code : 29 Contact : 9242376222/8147861179 Supplier's Ref. Other Reference(s) E-Mail: mahira\_techsolutions@yahoo.in Buyer Buyer's Order No. Dated Principal Kaher Institute of Phylothraphy Belgaum Despatch Document No. Delivery Note Date State Name : Karnataka, Code : 29 Despatched through Destination Terms of Delivery SI Description of HSN/SAC GST Quantity Rate per Disc. % Amount No. Services Rate 1 Repair and Service Charge 85177090 18 % 1 nos 1,500.00 nos 1,500.00 Tally Software Services and Top File Mapping Output CGST@9% 135.00 Output SGST@9% 135.00 Total 1 nos ₹ 1,770.00 Amount Chargeable (in words) E. & O.E INR One Thousand Seven Hundred Seventy Only HSN/SAC Taxable Central Tax State Tax Total Rate Amount Value Rate Amount Tax Amount 85177090 1.500.00 135.00 135.00 270.00 Total 1.500.00 135.00 135.00 270.00 Tax Amount (in words): INR Two Hundred Seventy Only Company's PAN : BYIPM0748Q Company's Bank Details Declaration
We declare that this invoice shows the actual price of the Bank Name

> SUBJECT TO BELAGAVI JURISDICTION This is a Computer Generated Invoice

goods described and that all particulars are true and correct.

Customer's Seal and Signature

A/c No.

Authorised Signatory,

for MATTE TECHNOLOGIES

: Canara Bank

0557201001321

Branch & IFS Code : SHAHAPUR BELAGAVI & CNRB0000557

Dr. V.A. Kothiwale Registrar

ATTESTED

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)

1	#House No :31/a Malaprabha Nagar Vadgaon Be GSTIN/UIN: 29BYIPM0748Q State Name: Karnataka, Cod. Contact: 9242376222/814786 E-Mail: mahira_techsolutions@ya	e:29	MTS	ce No. \$\50\18-19 ery Note	And the second s	28 Mo	ted -Aug-201 de/Terms	of Payment
Buyer	Buyer			r's Order N	o.	Da	ted	<u> </u>
The Register KLE University Nehru Nagar Belagavi			Desp	atch Docur	nent No	Del	ivery Note	Deta
State Name	: Karnataka, Code : 29							Date
			Desp	atched thro	ugh	Des	stination	The second secon
			Terms	s of Deliver	y		hi vinemene zazanielen eu	
	Description of Goods	H5N/SAC	GST	Quantity	Rate	Der	Disc, %	Amount
No.			Rate		rate	hei	DISC. 76	Amount
Tally Softwa	are Services Tss Gold :7242106124	998313	18%	1 nos	5,400.00	nos	-	5,400.00
Light of the state	Output CGST@9% Output SGST@9%		†. !		The second secon			486.00 486.00
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nount Chargeable (in	Total			1 nos			₹	6,372.00
	nd Three Hundred Seventy	lwo Only						E. & O.E
wanted attended to the same of	the titles telligiad seasiff t		is 7	Central Ta		State	Tax	Total
and the appropriate the second	HSN/SAC	Taxab Value			unt Rate	parameter, and "to	Amount	Tax Amount

This is a Computer Generated Invoice

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

**MATTE TECHNOLOGIES** Invoice No Dated Tally Expert Partner & Computer Sales &Se #House No :31/a MTS\44\18-19 21-Aug-2018 Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPM074801ZL State Name: Karnataka, Code: 29 Contact: 9242376222/8147861179 E-Mail: mahira\_techsolutions@yahoo.in **Delivery Note** Mode/Terms of Payment Suppliers Ref. Other Reference(s) Buyer Buyer's Order No. Dated The Register KLE University Nehru Nagar Belagavi Despatch Document No. **Delivery Note Date** State Name : Karnataka, Code : 29 Despatched through Destination Terms of Delivery Description of HSN/SAC GST Quantity Rate per Disc. % Amount No. Services Rate Tally.Net Subscriptions Services 1 997331 18 % 1 nos 10,800.00 nos 50 % 5,400.00 Tally NGO 50% Disscount Tally GOLD No:742106124 At Rs 5400 + GST Extra 2 Repair and Service Charge 85177090 18% 1 nos 850.00 nos 850.00 One Site Visit Installations Charges GST Extra 6,250.00 Output CGST@9% 9 % 562.50 Output SGST@9% 9 9/0 562.50 Total 2 nos ₹ 7.375.00 Amount Chargeable (in words) F. & OF INR Seven Thousand Three Hundred Seventy Five Only HSN/SAC Taxable Central Tax State Tax Total Value Rate Rate 997331 Amount Amount Tax Amount 5,400,00 486.00 9% 486.00 972.00 85177090 850.00 9% 76.50 9% 76.50 153.00 6,250.00 Total 562.50 582.50 1,125.00 Tax Amount (in words): INR One Thousand One Hundred Twenty Five Only Company's PAN : BYIPM0748Q Company's Bank Details Declaration
We declare that this invoice shows the actual price of the

SUBJECT TO BELAGAVI JURISDICTION

Bank Name

A/c No.

: Canara Bank

0557201001321

Branch & IFS Code: SHAHAPUR BELAGAVI & CNRB0000557

This is a Computer Generated Invoice

goods described and that all particulars are true and correct.
Customer's Seal and Signature

Registrar J KLE Academy of Higher Education and Research, (Deemed-to-be-University u/s 3 of the UGC Act, 1956) Belagavi-59 010, Karnataka

Dr. V.A.Kothiwale

ATTESTED

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 \$8IN0005 98 /

Bengaluru

Declaration:

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

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,Kamataka

winiwale

ESTEFor Reidus



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

CV HOLE

A five League No. 1 A care of care of the Ru

11	IVOICE/BILL		
Fasylib Library Automation Services	Invoice No. EASYLIB/2001-02/08/01	1	7-Sep-02
Unit of Infonics Software Pvt. Ltd. 45, 2nd Cross, P.R.Layout Murgeshpatya BANGALORE-560 017	Buyer's Order No. MDC/Lib/96		Dated 22-May-02
Ph: 080-508-6606, 520-0271  C! STOMER:  Principal  J.N.Medical College  Belgaum-590010	Delivery Mode Personal visits		Destination Belgaum
Deigadili-000010	- 01	Unit Cost	Amount(Rs.)
Description of Goods  Easylib Multi User Software License  Software to automate the library	Quantity	50,000	The second second
operations with functions described in the brochure and quotation.		2,000	2,000
4% Tax as per the Karnataka Sales Tax			52,000
Total Amount In Rs.			20,00
First installment already paid  Second installment to be Paid Rs.			32,00
Amount Chargeable (in Words) Thirty Two Thousand Only Please make the cheque payable to Jonics 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	EPVT a.	

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

# **Fasylib Software Private Limited**

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



### Tax Invoice

INVOICE TO

The Registrar

KLE Academy of Higher

**Education Research** 

Nehru Nagar

Belagavi, Karnataka 590010

India

State Code: 29

PLACE OF SUPPLY

29 - Karnataka

SHIP TO

Jawaharlal Nehru Medical

College(C0024)

JNMC KLE University Campus,

Nehru Nagar

Belgaum, Karnataka 590010

OTY OTY

India

State Code: 29

INVOICE NO. ESPL/I/2019-20/199

DATE 31/01/2020

DUE DATE 31/01/2020

TERMS Due on receipt

NO	ACTIVITY
----	----------

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

BAT

AMOUNT

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:UTI80000693

Branch: Majestic Bank : IDFC Bank Ac/No: 10010830399

IFSC Code:IDFB0080151

Branch: Bangalore Residency Road

SUBTOTAL

CGST @ 9% on 150000.00

SGST @ 9% on 150000.00

TOTAL

BALANCE DUE

1,50,000.00

13,500.00

13,500.00

1,77,000.00

₹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,Kamataka

TAX INVOICE

**TECHNOLOGIES** 

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. 27AAICS0042F1ZO

Karnataka-590010

GST TIN: 29AAATK2644N6Z3

Additional 1500 Emp License

Location:

No. 01 Spine HRMS Suite

Particulars

SAC/HSN 997331

Amount

225,000.00

KLES PRABHALAR KORE HOSPITAL & WRC.. BELGAUM-10.

Gen. Store

ADVANCE PAID

Add : I G S T-18 %

Total Bill Value:

225,000.00 40,500.00

265,500.00

Rupees Two Lac Sixtyfive Thousand Five Hundred Only

BANK NAME: HOFC BANK , Goregson W Br, Mumbal- 400062

Bank Account no. CA: 0322202000130 NEFT/RTG8 NO.: HDFC0000322

PAN No. : AAICS 0042 F

For SPINE TECHNOLOGIES (I) PVT.LTD.

Dr. V.A.Kothiwale Registrar

ATTESTED

Receiver's Signature with Stampo-be-University u/s 3 of the UGC Act, 1956)

Kore Hospital & Belagavi-590 010; Karmataka

call +91 22 42132248

sales@spinetechnologies.com

Authorised Signatory

E. & Q. E. Humilian

2) This Document is not transferable.

3) LICENCE AGREEMENT VOID IN CASE OF NON PAYMENT OF THIS INVOICE.

Spline Technologies.

Chg. No. 706330

Date 02-01- 2018

Pe 130247:00

I.S.R. No. Le 100265
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. 265,500 200

Initial on Store Keeper
Date 22/2/7

Dept. Incharge Initial
Department Computer & Peripheral

## ADVANCE PAID

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

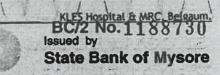
Balance Rs. 1,30,247+

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, Kamataka

### Government of Karnataka Registration & Stamps Department



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

s/d/w/o

residing at

MYSOM

Br. Name:

BELGAUM BRANCH 2 5 NOV 2005

Date:

Manager stamp duty on Children BRANGER

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 The KLESH is in need of Hospital Information & implications very clearly. 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** 

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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 abovementioned 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.

### **Definitions**

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

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

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Belagavi-590 010, Kamataka

KLES Hospital & MRC KLE Academy of Higher Education and Research, (Deemad-to-be-University u/s 3 of the UGC Act, 1956)

- "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.
- "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 ATTESTED 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.

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### 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.

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Page 5 of 39

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KLE Academy of Higher Education and Research,
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Reladavi-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

ATTESTED

Dr. VKLES Hospital & MRC

Registrar

KLE Academy of Higher Education and Research,
(Deemed in the University u/s 3 of the UGC Act, 1956)
(Deemed in the Education and Research,
(Deemed in the Education and Research,
(Deemed in the Education and Research)

Registrar

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	<b>Customized Module</b>	Release
Patient Registration		Facility Scheduling	11
In Patient Billing and Cash Handling	L	Equipment Maintenance	
Out Patient Billing and Cash Handling	1	Maintenance tracker	
Admissions, Discharges and Transfers		Medical Records (current version as it is)	
Application Systems Security		Medical Records Tracking	11
Laboratory Reports	1	Linen and Laundry	
Doctor's Accounting		Attendance and Payroll	
Night Audit		House Keeping	11
Financial Accounting	1	MIS Reporting release	li.
Accounts Payable & Bill passing	TEMP	CSSD	H
MIS Reporting Release I	Far Lind	Vehicle Management	
Pharmacy & Stores		Blood Bank	11
Purchase Orders & Indent			
Nurse Station (current version as it is)			
Doctors Consulting/Case Paper (current version as it is)			

#### 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 cortified by party of the KLES!!

#	Particulars	Release	License Fee
1	Development and implementation of Interfacing of Mini PACS	11	1 Lakh
2	Development and implementation EMR, Nursing Module, Clinic Management		7 Lakhs

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Page 7 of 39

3	Development and implementation HR Module				- 11	2 Lakhs	
4	Development Module	and	implementation	Blood	Bank	1	2 Lakhs
5	Development Management	and	implementat	ion	Asset	11	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		
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 Scfscript 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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KLE Academy of Higher Education and Research,
(Deemy 1-b-be-University u/s 3 of the UGC Act, 1956)
Belagavi-590 010, Kamataka

Page 8 of 39

### 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.

 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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KLES Hospital & MRC

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

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Page 10 of 39

Dr. V.A.Kokues Hospital & MRC

Registrar
KLE Academy of Higher Education and Research,
(Deemed-to-be-University u/s 3 of the UGC Act, 1956)
Belagaric 200 010, Karnataka



30-Nov-05

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.

### 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:-

30-Nov-05

Sr. No.	Description	Amount
01.	New Transaction processing programs	7.500/-

ATTESTED

Dr. V.A.Kothiwale

KLE Academy of Les Hospital & MRC Act, 1956) Belagavi-590 010, Kamataka

Page 11 of 39



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.

#### KLES-HIMS software Maintenance. 5.3

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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Dr. V.A. Kothiwale Registrar
KLE Academy of KLES Hospital & MRC esearch, (Deemed-to-be-University u/s 3 of the UGC Act, 1956) Belagavi-590 010, Karnataka

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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.

### **Nonconformance**

### 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. ATTESTED

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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
  - 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:

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KL5 Academy

the failure by Sofscript to comply with or perform any agreement

of Sofscript set forth herein;

any negligence of Sofscript, its agents or employees in ii. connection with the performance of its obligations and/or exercise of its rights hereunder

any claim made by any third party arising out of a defect in any iii.

KLES-HIMS software provided by Sofscript; and/or

- any claim made by any third party to the effect that any KLESiv. 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.

### 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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KLES Hospital & MRC

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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,Kamataka

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### 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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KLES Hospital & MRC

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

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.

ATTESTED

30-Nov-05

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Dr. VA Hospital & MRC

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

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:

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

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.

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 licensous ETCS

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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 a source at the rates applicable as per the provisions of Income Tax Acta 981 the rates applicable as per the provisions of Income Tay Acta 981 by and provide TCS with evidence or certificate of payment of 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) gays from the date of invoice. TCS shall invoice and Customer shall make payment, in advance, in accordance with the bump taring specified in Schedule 4. If any invoice remains unpart after the aforesaid period, TCS shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculates from the payment due date until the recovery is made in full with interest and/or suspend the Services. and/or suspend the Services.

6. Representations And Warranties

TCS warrants that the Services will be provided workman like manner and in conformity with in Schedule 2. Notwithstanding the aforesational skilliul are provided by TCS free of charge chargeable shall be provided on an 'AS basis warranties whatsoever. Each Party represents wargints and covenants to the other that: (i) it is duly organized and validity existing and in good standing under the laws of the state of the existing and in good standing under the table of the state of the incorporation or formation; (ii) it has the full gight and authority on enter into and that this Agreement constitutes a binding obligation; and (iii) its exception, relivery and performance of this Agreement does not an will have conflict with, or constitute a breach or default under, its charter of break or default under, its charter of the conflict with. or any contract or other instrument to which it is a party EXCEP.
AS SET FORTH TIND THIS CLAUSE, TCS MARES WARRANTIES TO CUSTOMER, EXPRESS OR MELIND, WITH WARRANTIES TO CUSTOMER, EXPRESS OR MELLID, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED A HEREUNDER OR UNDER SCOPE OF WORK WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF VALVEY OF REGISTRAT

Registrar

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

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

#### 10. Term And Termination

10.1 <u>Term:</u> 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 Tropiletary and Confidential)

Deemed-to-be University

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

Dr. V.A. Koth wale REGISTRAR

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 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.

KLE University ("Customer")	Tata Consultancy Services Ltd. ("TCS")
Ву;	Ву:
Name:	Name: Venguswamy Ramaswamy
Title:	Title: Global Head - TCS ION
Date:	Date: 31 12 2018

(TCS Proprietary and Confidential)

Dr. V.A.Kothiwale Registr KLE Academy of Higher Ed USC Act, 1956)

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#### **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
- "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
- "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 Authorised 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
- "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
- "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
- "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 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
- "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.

Dr. V.A.Kothiwale

Registrar

KLE Academy of Higher Education

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### SCHEDULE 1 CONTRACT DETAILS

## A. The details of the Customer are as follows:

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

Contract Term	Effective Date	Service Commencement Date
3 years from Service Commencement Date	15-SEPTEMBER-2018	IS-SEPTEMBER 2010

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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
	TCS ION HRMS Solution	https://www.tcsion.com/dotcom/TCSSMB/downl
V-	TO TOTAL THE CONTROL OF THE CONTROL	oads/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			
dental and a state of the	Configuration	Data Upload	Transaction	Deliver Output
Implementation Services	TCS	Customer (provide data)	Customer's	Customer's
Services	1	TCS (upload data)	End User	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.

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	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		
clusions:	ATTESTED		

#### **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 infoced on

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Any activities and/or outages mutually agreed upon by the parties (planned scheduled downtime).

Dr. V.A. Kothiwale.

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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
- Interruptions during any period where TCS or its agents are not allowed access to the Customer premises where the access

#### 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	
E-mail	1-800-209-6030
The state of the s	ion.servicedesk@tcs.com
inine	

#### 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.
- í. TCS Designated locations:

TCS will host its applications from TCS Data Centre.

II. Customer designated locations:

None

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

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

#### 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 Subramanium

Email

bala@kleuniversity.edu.in

Contact #

95 383 79799

VI. Target Environment:

Dr. V.A.Kothiwale (TCS Proprietary and Confidential)

Registrar

KLE Academy of Higher Education a

Belagavi-590 010 Karral

#### Services Environment

#### **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.
- 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.
- 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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#### 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 ("Agreement") signed between Customer named herein below and Tata Consultancy Services Limited ("TCS").

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 Authorised 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

**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 2.1 <u>Usage rights.</u> (i) subject to the terms and conditions set form 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. 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 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 convex to Customer any ownership rights and interest or title in or to the TCS Application System any Intellectual 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 any interiectual 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, after 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 after 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 User). 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 <u>Trademarks</u>. 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 YCS shall be entitled to terminate the Use rights granted hereunder in respect of such TCS Application Bystem, without prejudice to any other rights or

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 or Intellectual Property of Intellectual hts in or

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MISCELLANEOUS

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:	Ву:
Fitle:	Name: Venguswamy Ramaswamy
Date:-	Title: Global Head - TCS ION  Date: 31 12 20 18

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Dr. V.A.Kothiwale

Registrar

Registrar

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### **SCHEDULE 4**

#### FEES FOR SERVICES

Solutions	Minimum Users	Users		
TCS ION HRMS Solution	and the second second second second	09618	Frequency	PUMP
	1300	1300 Employees	Monthly	
	A CONTRACTOR OF THE PARTY OF TH			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
- 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
- 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
- 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
- TCS can also make available a trained iON configuration support consultant at one in 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
- 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 raise (1997) \* 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 sub-sciption. Solotion 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
- The total contract value shall not exceed Rupees Thirty Four Lakhs (Rs.34,00,000) during the contract scan. For any increase in the contract value Customer and TCS shall mutually agree to sign an amendment or c
- During the Contract Term (3 years) Monthly Recurring Fees shall be increased by 5% of the saisting price on every
- The Customer will make the payment within 30 days from the date of Invoice (other than Sauto Fee). TOS prefers electronic mode of payment. Payment of the monthly subscription invoices are a pre-condition for a continuous of usage of TCS Application Systems and services. If the invoices are not paid within the due dates, 1 customer user access to the TCS Application Systems after giving an e-mail notice of Education and services to the TCS upon the payment of all the custoder limit to suspend software will be restored by TCS upon the payment of all the custoder limit to suspend software will be restored by TCS upon the payment of all the custoder limit to suspend software will be restored by TCS upon the payment of all the custoder limit to suspend software will be restored by TCS upon the payment of all the custoder limit to suspend software will be restored by TCS upon the payment of all the custoder limit to suspend software will be restored by TCS upon the payment of all the custoder limit to suspend software will be restored by TCS upon the payment of all the custoder limit to suspend software will be restored by TCS upon the payment of all the custoder limit to suspend software will be restored by TCS upon the payment of all the custoder limit to suspend software will be restored by TCS upon the payment of all the custoder limit to suspend software will be restored by TCS upon the payment of all the custoder limit to suspend software limit to suspend softwa software will be restored by TCS upon the payment of all the outstanding invoices, as porther name at least 1 business day from the date of credit of the amounts in TCS bank accounts in non-payment of iON invoices will lead to termination of iON services Upon termination ms. TCS may take s back. Continued o non-payment of

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invoices, customer data will be retained for 90 days, within which customer is expanded and request for the data and TCS will provide the same in CSV or XLS format.TCS days in advance of contract expiry. It is expected that TCS and Customer will agree renewal contract, before expiry of the current contract term. Non-renewal of contract and contract terms of current contract. on expiry of current contract.

Subscription to iON services are on a continuous basis. Customer cannot suspend on for waiver of invoices for those months, as the data and configuration still continue. period of non-usage.

Standard Rate card for technical change requests. Customer can raise a Service Parallel Standard Rate card for technical change requests. Customer can raise a Service Parallel Standard Rate card for technical change requests. Customer can raise a Service Parallel Standard Rate card for technical change requests. Customer can raise a Service Parallel Standard Rate card for technical change requests. Customer can raise a Service Parallel Standard Rate card for technical change requests.

Rate Card for Tech Support Tickets.

the outstanding invoices renewal discussions 30 and sign the suspension of iON services

for few months in between and ask supported to TCS even during the

Category	Work item	Rate Card (INR)		Nota
CMS Hooks	Normalization Class	25,000	Per normalizati	- VA
	Promotion Class	25,000		NAME OF THE PROPERTY OF THE PR
			56H 4	
Letters	Letters - Simple using Letter module	10,000	Pre-Printed statics	7 x4
Payroll Config	Paycode Configuration	10,000	for the second	48.33.72
Adobe Xpro	Reports / Letters that need Adobe Xpro	<b>25,0</b> 00	Progress Rap	Printing
work	Cheque Printing	10,000	Control of Control of	· ·····································
A See all seems	Macro Reports - Simple	25,000	Per report	
Custom Macro Reports	Macro Reports - Complex	<b>50,0</b> 00	Per report, M.J.	ODRs, Complex
	Modification to Existing Reports	<b>25,0</b> 00	Modification to any apr	fier been developed
	JSONReports - Simple	<b>25,0</b> 0.	Per report	
Custom JSON Reports	JSON Reports Complex	<b>50,0</b> 00	Per report. Crea	and similar of the same of the
	Modification to Existing Reports (JSON)	25,000	Modification to	dearlier been developed
PER PER				
Vorkflow	Modification to existing default workflows	<b>10,</b> 000 .	Default working CMS Solutions CMS workflows	MS, Payroll, F&A, cation to the
786-04	情性 经发生 计自动正图			俄黎 納味 . 以
-Forms	New Eform with existing PG	25,000	One e-form will customer requirence and additional e-form plementation Company and chargeable.	customized to customized to customized fort. form during crims each year will
ENERGY TO		ALIDYS,		CONTRACTOR OF
stem Change	Simple Change	<b>25,0</b> 00	System Change Letters	
rquesis	Complex Change	50,000	Where feasibly 4. e	h up as part of charges

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Belagavi-590 010, Karnataka

# SCHEDULE 5 CHANGE CONTROL PROCEDURE

Either Party may changes are doct signed by both pa	equest a change in the scope of Services or deliverables but no mented in a change control document in the format described ties.	o such char of in Annexore	fective and binding unless such hange Control Document") and
Customer. If TCS proposed change items, an estimate	s to propose a change in Scope of Services, Customer shall do. Promptly following TCS' receipt of Customer's change reque desires to propose any change, TCS shall submit to the Customer for Customer's review and approval. Any change order doc of additional charges to Customer, if applicable, for the modient the change and any expected impact on the time schedule or sent the change and any expected impact on the time schedule or sent the change and any expected impact on the time schedule or sent the change and any expected impact on the time schedule or sent the change and any expected impact on the time schedule or sent the change and the cha	st, TCS sin men a wn ument pre	equest in writing, describing the ritten change order proposal to of the change in the form of a arties shall include, among other onal software or other material chedule 2.
On Customer's wi whereupon the Sci order.	tten approval of the change order document submitted by TC- pe of Services in Schedule 2 and any other relevant Schedule(s)	Sittle panies ) shall be deed	the Change Control Document e been amended by the change
No change to any representatives of e	Scope of Services shall be binding on the Parties unless the Ch ach party.	ian; Corent D.	has been signed by authorized
	Annexure A to Schedule 5		
		Ch	uest No.:
Date Initiated:	Date Approved	A STATE OF THE STA	
Project:			
Nga Si		-	
Description of Cha	ge:		
Following are the ch	nges/additions agreed to:		
	a) Schedule 1		
	b) Schedule 2		
	c) Schedule 4		
Approved with Chang	es es es es es es es es es es es es es e		
Tata Consultancy Ser	vices Limited		
Authorized Signatory	Date		
Customer			
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TATA CONSULTANCY SERVICES

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

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Mr. R. Balsubramaniyam

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

Unit -III, No.18, SJM Towers, Seshadri Road,

Tata Consultancy Services

Gandhinagar, Bangalore - 560009,Karnataka

Cell:- +919008133779

From:

Shiyam Prakash

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**ATTESTED** 

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,Kamataka

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## 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

-boss 1-1 **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

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SUBJECT TO BELAGAVI JURISDICTION

This is a Computer Generated Invoice

Authorised Signatory

DT. V.A. KOLTIWATE

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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Dr. V.A.Kothiwale

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

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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

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

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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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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

7	MIEN	MATTE TECHNOLOGIE Tally Expert Partner & Computer Sa #House No :31/a Malaprabha Nagar Vadgac GSTIN/UIN: 29BYIPMO7 State Name: Karnataka, E-Mail: mahlra_techsolutions	on Belagavi 48Q1ZL	M De	voice No. TS\133\18-1 alivery Note		Mode	019 no of Payment
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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

IGINAL FOR RECIPIENT)

MATTE TECHNOLOGIES Invoice No ate 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/ MTS\109\18-19 .0-Dec-2018 **Delivery** Note loce/Terms of Payment Supplier's Ref. Other Reference(s) E-Mail: mahira\_techsolutions@yahoo.in Buyer Buyer's Order No. atec KLE HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL YELLUR BELAGAVI Despatch Document No. ellv ry Note Date State Name : Karnataka, Code : 29 Despatched through estination Terms of Delivery SI Description of Goods GST Quantity Rate 1150. % Amount No. Rate Tally ERP9 Silver 18 % 1 nos 16,525,42 16,525,42 Tally SNO:796605930 KEY NO:GZKMER6EX Output CGST@9% 9 1.487.29 Output SGST@9% 9 1,487,29 Total 1 nos ₹ 19,500.00 Amount Chargeable (in words) E. & O.E INR Nineteen Thousand Five Hundred Only HSN/SAC Taxable Central Tax ate Tax Total Rate Value Amount Rat Tax Amount 2,974.58 Amount 997331 16.525.42 1,487.29 1,487,29 Total 16,525.42 2.974.58 Tax Amount (in words): INR Two Thousand Nine Hundred Seventy Four and Fifty Eigh 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.
Customer's Seal and Signature Bank Name Canara Bani A/c No. 05572010015 Branch & IFS Code : SHAHAPUR F □A/4 & CHRB0000557 MATTE TECHNOLOGIES ED 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

( MIGHAL FOR RECIPIENT)

MATTE TECHNOLOGIES Tally Expert Pariner & 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\74\18-19 4-Oct-2018 **Delivery Note** Mode/Terms of Payment Supplier's Ref. Other Reference(s) E-Mail: mahira\_techsolutions@yahoo.in Buyer Buyer's Order No. Principal Kaher Institute of Nursing College Jates Belagavi Despatch Document No. State Name Jelivery Note Date : Karnataka, Code : 29 Despatched through lestination Terms of Delivery SI Description of Goods Quantity Rate No. Diac % Amount Rate 1 Tally Software Services Tas Gold 18 % 5,400.00 Tally No77202936 5,400.00 Output CGST@9% 486.00 Output SGST@9% 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 Central Tax Total Value Rate 998313 Amount Tax Amount 5,400.00 486.00 9% Total 5,400.00 36.00 Tax Amount (in words): INR Nine Hundred Seventy Two Only 972,00 Company's PAN : BYIPM07480 Company's Bank Details Declaration
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SUBJECT TO BELAGAVI JURISDICTION

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Registrar

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

	MATTE TECHNOLOGIES Tally Expert Partner & Computer Sales &			oice No.	44 T/F	Date:	
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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

PRIGITAL FOR RECIPIENT)

Tally Expert Partner & Computer Sales & Services #House No:31/a Malaprabha Nagar Vadgaon Belagavi GSTIN/UIN: 29BYIPM0748012L 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  Despatch Docu- Despatched thr	Moc ms of Potter.  Othe prence(someone Delive ste Date)  Dugh Desti	5)
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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

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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



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

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	NVOICE/BILL		
Easylib Library Automation Services Unit of Infonics Software Pvt. Ltd.	Invoice No. EASYLIB/2001-02/08/01	Mary Manager	Dated 7-Sep-02
45, 2nd Cross, P.R.Layout Murgeshpalya BANGALORE-560 017 Ph: 080-508-6606, 520-0271	Buyer's Order No. MDC/Lib/96	Dated 22-May-02	
CI ISTOMER:  Principal  J.N.Medical College  Belgaum-590010	Delivery Mode Personal visits		Destination Belgaum
Beardellan of Coods	Quantity	Cost	Amount(Rs.)
Description of Goods Easylib Multi User Software License Software to automate the library operations with functions desribed in the	1	50,000	50,000
brochure and quotation.		2,00	2,000
1% Tax as per the Karnataka Sales Tax	Sign.	2,00	52,000
Total Amount in Rs.		iveto decenialisti	20.00
First Installment already paid		-n yaqadiyetni (1,472) - ya	32,000
Second Installment to be Paid Rs.		Harman State State States	-10
Amount Chargeable (in Words) Thirty Two Thousand Only Please make the cheque payable to	Remarks: The Software installed The Training Provided to the Library Staff.		
Lionics Software Pvt. Ltd.	8		
ST NO.95322589 ST NO.95372581 EC CODE: 0798008041			
	Signature & Date	3,11	1111
	De los	6:	

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

# Fasylib 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

PLACE OF SUPPLY

29 - Kamataka

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

TE 31/01/2020

4S Due on receipt

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

THE PROPERTY OF THE PARTY OF TH

AMOUNT

0,000.00

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

CGST @ 9% on 1500a0.00

SGST @ 9% on 150000.00

TOTAL

**BALANCE DUE** 

1.50,000.00

13,500.00

13,500.00

1,77,000.00

₹1,77,000.00

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