

Non Judicial



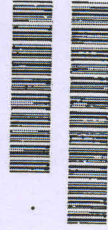
Indian-Non Judicial Stamp Haryana Government



Date : 30/07/2021

Certificate No. GB302021G20

GRN No. 79880214

Stamp Duty Paid : ₹ 600
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Sgt University

H.No/Floor: Nil

Sector/Ward: Nil

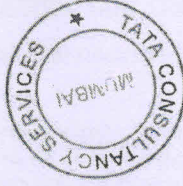
LandMark: Nil

City/Village: Budhera

District: Gurugram

State: Haryana

Phone: 98*****22



Buyer / Second Party Detail



Name: Tcs House raveline Street

H.No/Floor: 21

Sector/Ward: Nil

LandMark: D s marg

City/Village: Mumbai

District: Mumbai

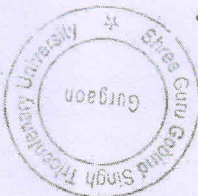
State: Maharashtra

Phone: 98*****22

Purpose : AGREEMENT

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashy.nic.in>

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Integral Part of the agreement.



AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (herein after referred as "Agreement") is made effective as of 30th July 2021 the Effective Date 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 including updating data online 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 WHEREAS Customer desires to avail of services of TCS as more fully described in the applicable Statement of Work and TCS agrees to provide such services in accordance with the terms and conditions set out in this Agreement and the applicable Statement of Work.

NOW THIS AGREEMENT WITNESSETH:

1. Definitions :

- a. "Authorized Users" means only those individuals (working for and on behalf of Customer, or for Customer's clients, students of the Customers or individual clients of the Customer) identified by the Customer 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.
- b. "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.
- c. "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 10.
- d. "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.
- e. "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.
- f. "Personal Data" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal Data introduced in the Services Environment by or on behalf of Customer would also be Customer Data..



- g. "Services" means the services to be performed by or on behalf of TCS under this Agreement as specified in detail under applicable Statement of Work
- h. "Services Commencement Date" means the date as notified in writing by TCS to the Customer on which the Services are agreed to be commenced.
- i. "Services Environment" means collectively or severally (as the context may require) the Hosting Environment and TCS Link.
- j. "Statement of Work" means a statement of work as per the format prescribed in Schedule 2 and executed by the Parties pursuant to the terms of this Agreement (including any Schedule, Exhibit or Appendices to Statement of Work, whether now existing or subsequently executed by the Parties), describing the Services to be provided to the Customer.
- k. "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.
- l. "TCS Application System" means the specific software applications/solutions whether owned or licensed by TCS in relevant Statement of Work, which TCS will host on its Services Environment for the provision of Services under this Agreement including Services related to updating data online in 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.
- m. "TCS Link" means a link either by way of a link located at a URL or a physical port prescribed by TCS established, provided and maintained by TCS, as part of the Services, for connecting to TCS Application System.
- n. "Use" means using and/or accessing the TCS Application System by the Authorized Users, 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.
- o. "Use Terms" means the terms and conditions applicable for use of the respective items of TCS Application System, as identified in Clause 5.

2. Scope of Services:

- a. Services: The scope of Services to be provided by TCS to Customer shall be as per the applicable Statement of Work and its Exhibits. TCS will host on TCS's Services Environment at TCS designated location(s), 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. If the Parties desire to modify the Statement of Work in any manner, the Parties agree that such change, to Statement of Work and its corresponding change to other Schedules hereto shall be implemented in accordance with the Change Control Procedure as defined herein below.
- b. Permitted Use of Services: Customer's use of TCS Applications System shall always be subject to the Use Terms stipulated in Clause 5. In case the TCS Application System includes a third party software (identified in Statement of Work), 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 and its Authorized Users access to the Services Environment as may be prescribed by TCS. Customer shall limit the access to Services Environment only to the Authorized Users. Customer shall have complete responsibility and liability for the acts and omission of its Authorized Users. Customer shall defend, indemnify and hold TCS harmless from and against any claim, proceeding, judgment, costs and expenses (including, reasonable attorney fees) to the extent based on the acts and omission of its Authorized Users.

(TCS Proprietary and Confidential)

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Further, Customer warrants that all the data uploaded by the Customer or its Authorized Users into TCS Application System, do not infringe, violate, or misappropriate any Intellectual Property Rights of any third party and the Customer shall be responsible and liable for posting, uploading, inputting, providing or submitting such data in to TCS Application System.

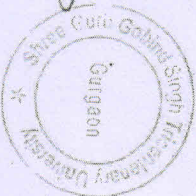
Each Authorized Users shall follow the security policies and rules as have been notified by TCS. Customer acknowledges that the Services offered by TCS under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services for 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:

- a. Intellectual Property Rights: All rights, title and interests in and to the Services Environment, TCS Application System and any other material used by TCS in the provision of the Services shall exclusively belong to TCS or its licensors ("TCS Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and the Customer shall not be entitled to claim any rights therein. All rights, title and interests in the Customer Data shall always remain with Customer. However, TCS shall have the right and license to use the Customer data for support 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. Similarly Customer agreement is also non-exclusive, and the customer shall be free to avail any similar services from any other service provider.
- b. 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 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.
- c. Proprietary, Confidentiality Markings or Notices and Trademarks: Customer shall retain all of TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the TCS Application System. Customer shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of TCS's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the TCS Application System or components thereof provided to Customer hereunder. Customer shall not remove or alter TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the TCS Application System or any part thereof including the documentation. 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. TCS shall also not use customer name, logo or any other material without formal consent/approval.
- d. Breach: Should the TCS Application System be Used beyond the Use rights by Authorized Users as set out herein, 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

(TCS Proprietary and Confidential)

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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.

5. Use Terms:

- a. Usage rights: (i) Subject to the terms and conditions set forth in this Use Terms, effective 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 Term of this Agreement. The forgoing does not (a) authorize installation of the TCS Application System other than on Service 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.
- b. 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.

6. Compensation:

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

7. 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. Candidate data including but not limited to Personal Data, images of the candidate shall belong to the Customer, with TCS being a data processor for the Customer. 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 9. Further, Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data



(TCS Proprietary and Confidential)



8. Representations And Warranties:

TCS warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in applicable Statement of Work. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, TCS MAKES NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY TCS.

9. Limitation of Liability:

Notwithstanding anything contained in the Agreement or any other document, 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

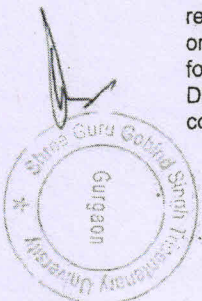
- a. The total aggregate liability of either party under this Agreement shall not exceed the amount paid to TCS by the Customer under the relevant Statement of Work that gives rise to such liability during the twelve month period immediately preceding such claim.
- b. TCS shall not be held liable for 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. It is agreed between the Parties that TCS shall not be liable for any operational losses sustained or incurred by the Customer

10. Confidential Information:

- a. 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 10.
- b. The provisions of this Clause 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.

(TCS Proprietary and Confidential)

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11. Term And Termination:

- a. Term: The term of this Agreement shall commence on the Effective Date and continue for period of Five (5) year unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.
- b. 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.
- c. 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 (B) TCS shall (i) return to Customer all confidential and proprietary information of Customer.

12. Change Control Procedure:

- a. 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 writing and signed by both Parties.
- b. 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 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 (if any agreed) under the relevant Statement of Work.

13. Miscellaneous Provisions:

- a. 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.
- b. 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.
- c. Entire Agreement: This Agreement along with Statement of Work, Schedules and Exhibits thereunder sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, 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

(TCS Proprietary and Confidential)

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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.

- d. 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.
- e. No Third Party Beneficiaries. Nothing in this Agreement or any Statement of Work shall confer any rights upon any person other than the parties hereto and their respective successors and permitted assigns.

14. Customer data handling:

- a. Customer can access the TCS ION Help Central for detailed information related to Services, security, data privacy, incident management, and business continuity. The TCS ION Help Central link is: <https://www.tcsion.com/dotcom/IONHelp/>

b. Reporting Incidents

Customer can report incidents via email as well as other agreed channels of communication. Special email ids, created to report critical incidents, are as follows:

Sr. No.	Description	TCS Point of Contact
1	Services related issues	ion.servicedesk@tcs.com
2	Security breach incidents	tcsion.incidentmanager@tcs.com
3	Privacy breach incidents	tcsion.incidentmanager@tcs.com
4	Intellectual Property Right breach incidents	tcsion.incidentmanager@tcs.com

Changes in the TCS Point of Contact, shall be communicated to the Customer vide email.

c. Customer Data Handling:

- I. Customer data entered/uploaded in application shall be stored in TCS Data centers in India. Data shared through portable media shall be stored in TCS location where the TCS team is operating from.
- II. Data exchange between TCS and Customer shall be encrypted.
- III. Customer allows TCS to access and use Customer Data to improve and enhance Services provided to Customer as well as to debug issues and problems reported by Customer.
- IV. Physical documents containing Personal Data will be due for destruction by the party holding these documents, once the purpose for collecting such documents is served.
- V. On contract expiry, or contract termination, or non-renewal of this contract, or any break in Services provided by TCS to Customer, all Customer Data including Personal Data would be due for deletion. In essence, Customer Data may be retained only as long as Services continue under a valid contract. In case of such a break in Services, Personal Data too would be due for deletion irrespective of its purpose being served or otherwise. TCS would provide to the Customer thirty (30) days from a break in Services during the contract term itself, to enable the Customer to download their data using data export, reports, and data download features available in TCS Application Systems; after thirty (30) days Customer Data would be due for deletion.
- VI. Periodic backups of the complete production environment, including Customer data, would be retained for at least one year from the date of such an aggregated production backup, after which the

(TCS Proprietary and Confidential)


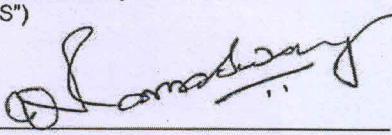
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backup as a whole would be due for deletion. Such backups would be stored separately from data in production environment and would always be retained for this duration irrespective of any break in Services to the Customer. In essence, the parties agree that it is technically infeasible to delete Customer data from past backups, even when Customer data is deleted from the production environment.

- VII. TCS would adopt any technically efficient, safe, and practical means to destruct Physical documents, and to delete digital data such as Customer Data, Personal Data, data backups, and CCTV footage. Destruction of physical documents or deletion of digital data will be carefully scheduled, within a reasonable time of its due date.

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

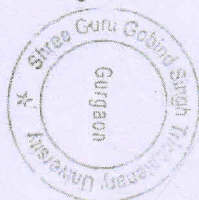
<p>DASHMESH EDUCATIONAL CHARITABLE TRUST ("Customer")</p> <p>By: </p> <p>Name: Dr. Vinod Kumar</p> <p>Title: Vice Chancellor</p> <p>Date:-</p>	<p>Tata Consultancy Services Ltd. ("TCS")</p> <p>By: </p> <p>Name: Venguswamy Ramaswamy</p> <p>Title: Global head- TCS ION</p> <p>Date:- 16/08/2021</p>
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SCHEDULE 1
CONTRACT DETAILS

<u>Customer Name and details of its constitution</u>	<u>Registered office address</u>	<u>Details of Contact person</u>
Dashmesh Educational Charitable Trust	SGT University, Gurgaon -Badli Road, Chandubudhera, Gurgaon, Haryana, 122505	Name- Dr Sahil Vashisht Designation- Head CSE Department Contact No- 8427607080. Email Id- hodcse@sgtuniversity.org

<u>Contract Term</u>	<u>Effective Date</u>
5 years from the Effective Date	30th July 2021



Statement of Work

This Statement of Work ('SOW') dated 30/7/2021 between Dashmesh Educational Charitable Trust, SGT University, Gurgaon -BadiRoad, Chandubudhera, Gurgaon, Haryana, 122505 (hereinafter 'Customer') and Tata Consultancy Services Limited having its corporate office at TCS House, Raveline Street, 21 D.S. Marg, Fort, Mumbai 400 001 (hereinafter 'TCS') is pursuant to the Master Services Agreement ('Agreement') dated 30/7/2021 executed between TCS and Customer.

WHEREAS:

The Parties agree with the following terms and conditions:

a. Description of iON Solution:

About TCS iON Industry Honour Programme

TCS iON Industry Honour Programme, is a set of structured industry designed courses in an industry relevant domain or technology offered to the institutions. Institutions can integrate this set of courses with their existing degree programs to create a specialization degree in the industry relevant domain or technology and offer it to their students.

The programme has been constructed in our innovative "phygital" delivery model, which combines rich learning digital content with physical touch points to provide an enriching experience imparting quality education.

I. Course construct mapping and consumption

Each course mentioned above, will consist of the below components –

Learning or Lecture

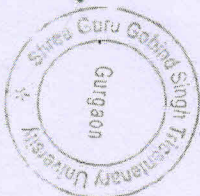
Learning will be delivered through the below components for each IHP course listed in the section B Specializations –

1) Digital Learning Resources

- The digital learning resources will contain content in formats such as videos, eBooks, etc. as applicable, which can be accessed by students from any device in a self-paced mode.
- The course-learning plan made available to the students will provide weekly details of the content that should be accessed.

2) Digital Lectures

- The digital lectures are online lectures or webinars accessible to students from any device.
- Digital Lectures or webinars delivered by academician(s) and industry expert(s), spread across the entire duration of the course, and the schedule will be published by TCS in advance.
- There will be 15 digital lectures spread across 15 weeks of learning duration.
- The duration of each digital lecture will be for around 1 hr 20 mins including Q&A session of 15-20 mins at the end of the lecture.
- The digital lectures will be delivered in a webcast or webinar format where students will be able to attend the lecture and ask questions in the chat window.
- In case the student is unable to attend the digital lecture, the recorded video of the digital lecture will be available for the students for future access.



Tutorials

Tutorials will be delivered through below components for each IHP course listed in the section B Specializations

3) Academic connect, Industry Connect community & Discussion Room

- The Academic Connect community, Industry Connect community and Discussion Room are online forums (or communities) for enhancing collaborations with the SMEs and accessible for students from any device.
- Students will be able to connect with the experts and seek clarifications from both academic and industry experts.
- Students will also be able to share information pertaining to the course with their peers.

4) Practice Assessment

- The practice assessment is a set of two Internet Based Assessments where the questions are in MCQ format.
- There will be two attempts for each of the practice assessment to help student prepare for Test of Knowledge of Summative Assessment.
- Upon completion, students will receive personalized analytics report illustrating their areas of strength and weakness.
- In addition, a sample test scenario and solution will be provided giving students a glimpse of type of the questions that will be asked in the Test of Application. This is provided only for reference purpose for the students.

Practical

The practical component will be delivered through industry assignments for each IHP course listed in the section B Specializations –

5) Industry Assignment

- The industry assignments are online assignments provided to students to improve their practical knowledge.
- The hands-on environment will consist of virtual environment as per the course requirement.
- The faculty SPOC of customer is expected to administer the attempt of the assignments by their students and evaluate the assignments using the evaluation rubric provided.
- The customer will be responsible for procuring, maintaining and facilitating access to the hands-on lab infrastructure as per the course requirement to their students.

6) Summative Assessment

- Summative Assessment is an online assessment conducted in two parts: - Test of Knowledge and Test of Application in proctored mode.
- Test of Knowledge is a MCQ based assessment with an objective to evaluate student's conceptual clarity.
- Test of Application is a scenario-based assessment with an objective to evaluate student's application knowledge. The design of the Test of Application will vary from course to course as per the curriculum finalization.
- Summative Assessment will be conducted as per the schedule agreed with the Customer.
- The Customer will administer and conduct the summative assessments at the Customer premises.
- The Customer will be responsible for arranging the assessment infrastructure and work force required to conduct the assessment as per the course requirement.

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- The infrastructure specifications to conduct the summative assessment will be provided by TCS ION in advance.
- TCS will be responsible for setting the question paper and evaluating the student's performance.
- TCS will depute a person at the Customer premises for conducting the assessment.
- Customer will administer and provide invigilators, lab technician and other manpower and logistical support required to conduct the assessment.
- TCS ION may alter the mode/ venue of assessment as per requirement of the courses.
 - **Results and performance sharing**
 - The course wise performance of the summative assessments of the students will be shared by TCS with the customer.
 - Customer will be responsible to process the marks and include the marks in their transcripts, as per their grading and evaluation matrix.

Outcome linkage

7) Verifiable Digital Certificate

- The verifiable digital certificates are online certificates provided by TCS ION for each IHP course if the student meets the pre-defined criteria.
- Students who successfully clear the summative assessment and meet each of the following criteria will receive a 'Certificate of Achievement'.
 - Part A score is greater than or equal to 40%
 - Part B score is greater than or equal to 50%
 - Overall assessment score is greater than or equal to 50 marks
- Students who have not taken the summative assessment or do not meet the criteria mentioned in point (a) but have completed the course 100% (which includes the digital content, digital lectures, industry assignments and practice tests) will receive the 'Certificate of Participation'.
- Students who have taken the summative assessment and have failed to clear it, will receive only a performance 'Scorecard'.
- Students who do not meet any of the above criteria will not receive any certificate or scorecard.

8) Internship Opportunity

- Post successful completion of the 6th semester of the B.Tech or 4th semester of B.Com (Hons.) programme, students will get a visibility to the digital internship opportunities powered by TCSION i.e. Remote Internships (RIO).
- Students may undergo entire internship curriculum including Project report and internship based assessment to become eligible to get the completion certificate.
- Students may undergo these internships from anywhere, anytime as these are location independent internship opportunities offered as a part of Industry Honour Program.
- The students will get access to One RIO 125 internship in Semester 7 and only one RIO 210 in semester 8. In all other semesters no other RIO variant will be available.

9) Placement assistance

- Post successful completion of the final year of the B.Tech or B.Com(Hons.) programme, students will get visibility to job opportunities from corporate recruiters that recognize the certification will be available to successful students, subject to vacancy in corporates and their selection criteria.
- The process and criteria of selection will vary across corporates as per their HR policies and depending on the opportunity.

10) TCS Digital Test

- TCS will now give an opportunity to successful students from IHP Engineering segment courses to take the coveted TCS Digital Test directly. Appointment in TCS Digital roles ensures exciting project allocation for fresh recruits along with a differentiated higher salary package.

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Faculty Development Programme

- TCS iON believes that local Customer faculty member plays a critical role in successfully imparting desired learning outcomes to the students who consume the IHC course.
- It is expected they act as a local Customer mentor/guide who will facilitate and bring in local governance, administrations, engagements, mentorship and collaborations to maximise the learning imparted to the students.
- However, it is critical that the right Customer faculty member is identified and assigned to the individual course. It is equally important to build knowledge level of the faculty member towards the skill set.
- As part of the faculty development programme, TCS proposes to provide free access to the learning material including the self-paced e-learning content, subject to number of subscriptions. The faculty member is expected to completely go through the e-learning course.
- In addition, the faculty member will be provided learner access to the learning resources such as digital lectures provided to students, academic connect, industry connect and discussion room communities, subject to number of subscriptions, along-with the students of each batch to bring out more interventions and collaborations.

Customer Responsibility

Towards the successful delivery of TCS iON IHP courses, areas of support and participation from Customer include-

- Creating a specialized degree programme by including the IHP courses listed in the section B Specializations and getting necessary regulatory approvals, as applicable.
- Communicating the details and offering the specialized degree program to its learners
- Registering the students for the program
- Providing student data and Faculty SPOC details to TCS as per the requirement of the program
- Providing course specific Faculty SPOC for individual customer who will be responsible for:
 - Monitoring, Engaging and Ensuring students are completing the course as per the learning plan and completing all course activities within the stipulated deadlines,
 - Providing local support and mentorship to its students,
 - Evaluate projects implemented by their students,
- Procuring and providing necessary lab infrastructure to students for implementing industry assignments as well as for conducting part B summative assessments as per the course requirements
- Providing necessary infrastructure for imparting learning as applicable as per the course requirement
- Providing necessary infrastructure, manpower and other support required to conduct the summative assessments
- Incorporating the marks obtained in the summative assessments, processing as per their existing format and including it in their transcripts.
- Provide co-branded degree certificate to the successful students.

II. Specializations

As a part of B.Tech- Immersive Experience offering, TCS iON offers below portfolio of courses related to Immersive Experience that can be closely integrated in the B.Tech programme.

All the courses mentioned below for B.Tech- Immersive Experience will follow the below credit structure.

Components	Lecture	Tutorial	Practical	Total
Credits	3	1	1	5
Hours*	45	15	30	90

As a part of B.Com (Hons.) offering, TCS iON offers below portfolio of courses related to Immersive Experience that can be closely integrated in the B.Com programme.

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All the courses mentioned below for B.Com(Hons.) will follow the below credit structure.

Components	Lecture	Tutorial	Practical	Total
Credits	3	1.5	1.5	6
Hours*	45	22.5	45	112.5

Below are the course offered for Dashmesh Educational Charitable Trust for B.Tech Immersive Experience and B.Com(Hons.) respectively:

Stream	Semesters	Subject/Courses	Credit(s)
B.Tech (Immersive Experience)	Sem 2	Design Thinking	5 (3-1-1)
	Sem 3	Usability Design of Software Applications	5 (3-1-1)
	Sem 4	Intelligent Game Design and its Applications	5 (3-1-1)
	Sem 5	Innovation & Entrepreneurship	5 (3-1-1)
	Sem 6	Augmented Reality and its Applications	5 (3-1-1)
	Sem 7	Vision Intelligence and Machine Learning*	5 (3-1-1)
	Sem 8	Virtual Reality and its Applications	5 (3-1-1)

Stream	Semesters	Subject/Courses	Credit(s)
B.Com (Hons.)	Sem 1	Banking Fundamentals	6 (3-1.5-1.5)
	Sem 2	Insurance and Risk Management	6 (3-1.5-1.5)
	Sem 3	Financial Markets and Services	6 (3-1.5-1.5)
	Sem 4	Financial Derivatives	6 (3-1.5-1.5)
	Sem 5	Wealth Management	6 (3-1.5-1.5)
	Sem 6	Investment Management	6 (3-1.5-1.5)

III. Contract Term: Pursuant to Clause 11(a) of the Agreement shall be 5 years

b. Rate Structure:

Pricing model

- Price per course/subject per student (for Engineering courses) = INR 16949 (exclusive of taxes)
- Institutional Purchase Discount of 29% will be provided for Engg. courses
- Discounted Price per course/subject per student (for Engineering courses)= INR 12034(exclusive of taxes)
- Price per course/subject per student (for B.Com courses) = INR 10000 (exclusive of taxes)
- Institutional Purchase Discount of 30% will be provided for B.Com courses
- Discounted Price per course/subject per student (for B.Com courses)= INR 7000 (exclusive of taxes)

In an event of Re-Exam for any reason (Fail, not able to appear for the exam on the scheduled exam date etc.), Customer has to pay Rs. 2599/- per student per additional exam.

Payment:

1. Dashmesh Educational Charitable Trust to purchase licenses online through TCS iON portal.
2. Billing Terms:

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- The Customer shall place a request on TCS with number of license codes required of TCS iON Content Products per semester per University/Customer. Basis this TCS shall raise an invoice on the Customer and post receipt of payment, TCS shall provide license codes to the Customer.
- All fees paid under this agreement are non-refundable. Any unutilized licenses shall not be refunded back to the customer.
- In the contract term, the Customer will make reasonable efforts to provide at least 30 students to start any batch of the courses.
- In the contract term, a total of 1410 or actual licenses will be purchased by the customer.

Distribution of licenses across electives and contract duration can be referred from the below table

Semester	Sem2	Sem3	Sem4	Sem5	Sem6	Sem7	Sem8	
B.Tech Immersive Experience	Design Thinking	Usability Design of Software Applications	Intelligent Game Design and its Applications	Innovation & Entrepreneurship	Augmented Reality and its Applications	Vision Intelligence and Machine Learning	Virtual Reality and its Applications	Total no of license s per year
1st year	30							30
2nd year	30	30	30					90
3rd Year	30	30	30	30	30			150
4th Year	30	30	30	30	30	30	30	210
5th Year	30	30	30	30	30	30	30	210
Total no. of licenses per elective	150	120	120	90	90	60	60	690

Semester	Sem1	Sem2	Sem3	Sem4	Sem5	Sem6	
B.Com (Hons)/BBA	Banking Fundamentals	Insurance and Risk Management	Financial Markets and Services	Financial Derivatives	Wealth Management	Investment Management	Total no of license s per year
1st year	30	30					60
2nd year	30	30	30	30			120
3rd Year	30	30	30	30	30	30	180
4th Year	30	30	30	30	30	30	180
5th Year	30	30	30	30	30	30	180
Total no. of licenses per elective	150	150	120	120	90	90	720

3. Taxes and Duties:

- Goods and Services Tax at the prevailing rate of 18% is excluded in the above pricing. In case of any rate change the published rates shall be applicable.
- All the taxes as applicable shall be borne by the Customer.

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- The Customer shall be entitled to deduct from applicable payments to TCS, any tax on TCS' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide TCS with evidence or certificate of payment of such tax to the taxing authorities.

4. Miscellaneous:

- 1) The TCS iON Training Content products offered under this Agreement would be continuously updated as per the emerging needs of the market forces and the seasonality. TCS iON Training Content products, its transfer price to the Customer and the maximum retail price to the end user (Price Catalogue) would be published by TCS on the TCS portal <https://learning.tcsionhub.in>

c. Additional Terms and Conditions

In addition to terms and condition stipulate in the Agreement, following additional terms and conditions are applicable to Customer use of TCS Application Systems fully described in this Statement of Work.

Roles and obligations of the Parties

The following are the obligations of the parties to be performed pursuant to this Agreement.

a) The obligations of TCS:

- TCS will make available the requisite TCS iON Training Content products as per in Schedule 1 of this Agreement. TCS will provide available relevant marketing collaterals for the TCS iON Training Content products.
- TCS will train the Customer to equip him to distribute the TCS iON Training Content products to the Customer.
- However, TCS will retrain the Customer and his resources should there be any new product introduction or changes to the existing products. Training Materials if any shall be provided in soft copies only.
- TCS will provide all information and training on the TCS iON Training Content products so that the Customer is equipped to make the sale.

b) The obligations of the Customer:

- The Customer shall be responsible for delivering the Training Content Packs to the students. Towards that he should ensure that he has all the resources in place including manpower, marketing, delivery, collection and related resources.
- The Customer will buy the pre-paid products as per the quantities specified by making the payment in advance to TCS. The Customer will use his discretion and market knowledge to order the right quantity of products.
- It is the Customer's responsibility to ensure that he receives the payment from the Students for delivering the product.
- The Customer may provide subscriptions to the Packs only directly to its Students. The Customer is not permitted to appoint any resellers, the Customer or other third parties to provide subscriptions to the Packs without the consent of TCS.
- The Customer will ensure delivery of the Packs to the Students upon receipt of payment for the packs.



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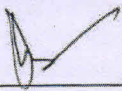


- The Customer shall purchase requisite number of licenses of every software used for imparting the training. The Customer shall provide the evidence of the valid license to TCS on demand. The Customer shall keep TCS indemnified from any damages, claims arising out of the breach of Indian IT ACT 2000 as and when amended on the part of the Customer.
- The Customer shall not remove any proprietary notices or other legends from the sales materials and may not modify the sales materials without TCS' prior written consent.
- The Customer shall provide performance reports & updates to TCS on periodic basis as per the TCS prescribed formats.
- The Customer shall be responsible for the Student relationship management.
- The Customer shall not misrepresent TCS, TCS iON, to any Student in any manner whatsoever.
- The Customer shall not use the phrases TCS Limited, TCS iON, and phrases containing the words TCS or Tata in any communication; written oral, electronic, printed or otherwise unless permitted by TCS explicitly in writing.
- TCS may issue branding guidelines, if necessary, to the Customer from time to time. The guidelines may contain details including but not limited to the use of TCS iON logo, placement of TCS iON logo, use of phrases containing words TCS, iON, Tata etc. in any form of communication to be used by the Customer; printed, electronic, oral or otherwise. The Customer shall strictly comply with the branding guidelines. In case of any breach of the branding guidelines by the Customer, TCS may take action against the Customer as deemed fit.

Except for the conditions set herein, this Sow shall be governed by the terms and conditions stated in the Agreement and shall be binding on both Parties.

TCS shall invoice Customer based upon the payment terms as mentioned in the Agreement.

Dashmesh Educational Charitable Trust


By: 

Name Dr. Vinod Kumar

Title: Vice Chancellor



Tata Consultancy Services Limited

By: 
16/08/2021

Name: Venguswamy Ramaswamy

Title: Global head- TCS iON



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