Sushant University

If the EMS is outsourced, copy of the relevant contract and copies of bills of payment to be provided.

Appendix-IV

..ccan Merchants Co-op. Bank Ltd.

Authorised Signatory

THE DECCAN MERCHANT CO-OP BANK LTD.
BYCULLA BR., 154/164-A, DR.INA SADAN
DR. AMBEDKAR ROAD, BYCULLA (EAST)
MUMBAI - 400 027

D-5/STP(Y)/C.R.1833/02/10/710-14/10

भारत INDIA 37134
134759

SOFTWARE
SPECIAL
ADHESIVE

FEB 02 2019
13:23

Rs.0000600/- PB6515

AGREEMENT FOR SERVICES

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

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

NOW THIS AGREEMENT WITNESSETH:

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

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

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

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

4. Proprietary Rights
All rights, title and interests in and to the Services Environment, 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. Customer agrees that TCS shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. The Customer acknowledges that the provision of the Services hereunder by TCS shall be on a non-exclusive basis and TCS shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude TCS from providing such services or performing such obligations to its other clients.

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

6. Representations And Warranties
TCS warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Schedule 2. Notwithstanding the aforesaid, any Services which are provided by TCS free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter 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.

(TCS Proprietary and Confidential)

-1-

11/1/19

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

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

7. Limitation of Liability

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

8. Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use

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

9. Processing Norms

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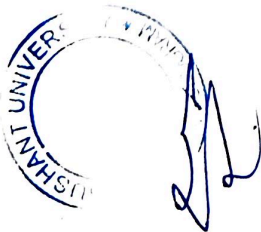
10. Term And Termination

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

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

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

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

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

7. Limitation of Liability

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

8. Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use

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

9. Processing Norms

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

10. Term And Termination

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

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

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

(TCS Proprietary and Confidential)

- 2 -

- 3 -
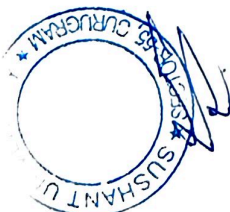
proprietary information and material in its possession; and (iii) purchase Equipment at the then market value or the written down book value in TCS books whichever is higher; and (B) TCS shall (i) return to Customer all confidential and proprietary information of Customer; (ii) if a third party software 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 <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 <u>Governing Law and Dispute Resolution.</u> 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.
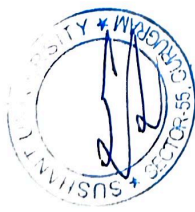
12.3 <u>Entire Agreement</u>. This Agreement sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, purchase order's, agreements and understandings between the Parties hereto, with respect to the subject 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 <u>Force Majeure</u>: 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.

Ansal University ("Customer")	Tata Consultancy Services Ltd. ("TCS")
By: _____	By: _____
Name: Col Rajive Chauhan	Name: _____ Ramaswamy
Title: Registrar	Title: _____
Date:-	Date:- 12/02/2019

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 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.

11/04/19

(TCS Proprietary and Confidential)

- 4 -
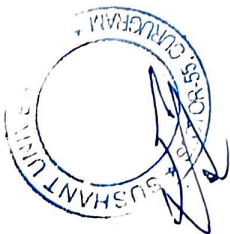
Licensing Terms for TCS Application System

APPENDIX- I to Schedule 3

USE TERMS for TCS Application System (TCS proprietary)

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

1. DEFINITIONS

The following capitalized terms shall have the meaning set forth below for all purposes of this Use Terms:

"**Target Environment**" shall mean Services Environment or Customer Environment, as specified in the Schedule 2 with respect to each component of the TCS Application System. "**Services Environment**" has the meaning ascribed to it in the Agreement. "**Customer Environment**" has the meaning ascribed to it in the Agreement.. "**Use**" means using and/or accessing the TCS Application System by the 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 Usage rights. (i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the TCS Application System by TCS or upon TCS permitting access to Customer of the TCS Application System through any means, TCS hereby grants to Customer the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the TCS Application System during the Agreement for Contract Term. The forgoing does not (a) authorize installation of the TCS Application System other than on Target Environment, (b) permit Use of the TCS Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the TCS Application System to any Person other than Authorized User. Any extension or change of the contractual use of the TCS Application System requires TCS' prior written consent and authorization. Customer is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by any Authorized User shall be deemed to be a breach or non-compliance by Customer. Customer will indemnify and defend the TCS in respect of any breach of this Use Terms to the extent that such breach arises from any act (or failure to act) by the Authorized Users. (ii) The usage rights granted herein and the provisions of this Use Terms do not grant or convey to Customer any ownership rights and interest or title in or to the TCS Application System any Intellectual Property Rights therein nor do they permit Customer to make derivative works or to make copies of the TCS Application System. To the extent that TCS Application System consists of any software codes, such material, when delivered to Customer pursuant to this Use Terms, shall be delivered by TCS in Object Code form only and Customer shall not have any right or license with respect to the Source Code or data base design of the TCS Application System.

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

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

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

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

3. OWNERSHIP AND PROPRIETARY RIGHTS

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

(TCS Proprietary and Confidential)
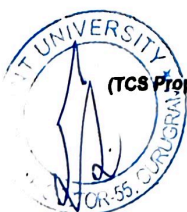
11/1/19

- 9 -

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.

Ansal UNiversity ("Customer")	Tata Consultancy Services Ltd. ("TCS")
By: _____	By: _____ 12/02/2019
Name: Col Rajive Chauhan	Name: Venguswamy Ramaswamy
Title: Registrar	Title: Glob. Head - Small and Medium Business

Solutions	Minimum Users	Users	Frequency
TCS ION Admission Solution			
TCS ION Academics Solution			
TCS ION Exam and Grading Solution	2500		
TCS ION Administrative Services Solution			
TCS ION Support Services Solution		Students	
TCS ION Smart Identity Management Solution			Monthly
TCS ION Digital Learning Solution	2500		Monthly

Managed Services	Amount
One Time Fees	₹15,00,000 (Rupees Fifteen Lac only) upfront at signing of contract
Access to TCS Solutions	₹ 200/- Per User Per Month (PUMP)

- 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

- The minimum user billing count is 2500 users every month during the term of contract.

- TCS will raise Monthly invoice for 100% of the Recurring Charges for minimum 2500 users (PUMP x number of users) or for actual number of users in the system, whichever is higher.

- Partial usage of the modules in scope will not affect subscription invoices and will be always at 100% of the charges.

- Full invoicing will commence from the first month of subscription.

- 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 for services schedule. Invoicing will be done for all active users of the system. In case some users are no longer needed to be active, it is the responsibility of the customer to de-activate any such users so that such inactive users are not billed.

- The number of sites and user base served may grow during the service term. The customer will share with TCS the expected growth plans, to allow TCS sufficient lead time to plan for additional capacity and deployment. Any growth beyond the numbers stated above becomes billable from the month in which the systems capture either master or transaction data for the increased user base. TCS will also charge a Set-up fee for each such increase, as per the fee schedule.

- Customer is responsible for any 3rd-party costs for integration items in scope. For example, if SMS integration is in scope, customer is responsible for the cost of subscribing to an SMS package from an authorized telecom provider.

- Implementation will only be on as-is capability basis. No change request will be accepted as TCS obligation as part of contract. Non implementation of a change request cannot be the basis for non-payment of subscription invoice. Any change requested by customer, will be analyzed for feasibility. If found feasible, the change will be done as part of product roadmap development and additional charges and timelines will be mutually agreed upon. If customers had 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

- 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.

- ERP 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,

11|1|19

undergoing training, doing transactions etc. These efforts cannot be claimed as costs from custo. damages in the unlikely event of any termination or contract closure.

- The total contract value shall not exceed Rs. 4 Crores during the contract term. For any increase 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% from 3rd year of the , second anniversary of the Agreement.

- The Customer will make the payment within 30 days from the date of Invoice (other than Set-Up Fee). TCS pre, mode of payment. Payment of the monthly subscription invoices are a pre-condition for the continuation of us Application Systems and services. If the invoices are not paid within the due dates, TCS reserves the right to customer user access to the TCS Application Systems after giving an e-mail notice of 5 business days. The access to TCS Application Systems 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 invoices, customer data will be retained for 90 days, within which customer is expected to clear all the outstanding invoices and request for the data and TCS will provide the same in CSV or XLS format. TCS may start contract renewal discussions 30 days in advance of contract expiry. It is expected that TCS and Customer will agree on renewal contract terms and sign the renewal contract, before expiry of the current contract term. Non-renewal of contract may lead to suspension of iON services on expiry of current contract.

- Subscription to iON services are on a continuous basis. Customer cannot suspend usage for few months in between and ask for waiver of invoices for those months, as the data and configuration still continue to be supported to TCS even during the period of non-usage.

- Standard Rate card for technical change requests. Customer can raise a Service Request ticket for these enhancements and issue a purchase order, based on which invoicing will be done.

- Rate card for Tech Support tickets

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

11|1|19

CHANGE CONTROL PROCEDURE

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

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

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

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

Annexure A to Schedule 5

Change Request No.: _____

Date Initiated: _____   Date Approved_____

Project:_____

Description of Change:

Following are the changes/additions agreed to:

a) Schedule 1

b) Schedule 2

c) Schedule 4

Approved with Changes

Tata Consultancy Services Limited

_____   ____

Authorized Signatory   Date

Customer

_____   ____

Authorized Signatory   Date

(TCS Proprietary and Confidential)

- 13 -

TCS point of contact:

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

Customer Change Champion & Single Point of Contact:
Name: Mr Preetam Chouhan
Contact #: +91 8432737406
Email: preetam.chouhan@ansaluniversity.edu.in

VI. Target Environment :

1. Services Environment

a) Hosting Environment :

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

b) TCS Link:

Not Applicable

c) Equipments:

Not Applicable

2. Computing Environment

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

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

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

VII. Data availability at the various layers:

a. **Hardware Availability:** State of the art hardware (servers, storage, networking elements) configured in Active -Active or Active-Hot Standby mode ensures High Availability (HA) of our infrastructure elements.

b. **Application Availability:** All application components (Web, Application, Database) are configured in Active-Active mode. This ensures that the application, as well as data is available to the customers with high availability.

c. **Data Availability:** The deployment architecture ensures that the same data is available on multiple servers. In the event of data issues, data can be recreated with no data loss from the other servers.

d. **Backups:** Backups are taken every day and retained for varying periods of time (daily, weekly and yearly). Backed-up data is available off-site. Backup recovery tests are performed at regular intervals to ensure integrity of backups.

e. **Data Format:** In the event of termination of this Agreement TCS shall give the customer data in either CSV or XLS format in CD or through file transfer, based on a written request by the Customer on what data is required for them within 15 days of expiry or termination of Agreement. For data to be provided by TCS, all pending invoices should have been cleared by the Customer. Customer data will be retained for a period of 90 days from expiry of Agreement. After this period of 90 days, all data will be deleted from TCS records. In case customer data has to be extracted and provided within the first year of the Agreement, additional one time data extraction charges of 25,000 will apply.

f. **Disaster Recovery:** A Disaster Recovery Data Center is in operation. Data from the primary data center is mirrored onto the DR Data Center near real-time. Operations will shift to the DR data center in the event of a catastrophic failure of the primary data center. In addition, customers have the ability to, at their convenience, login to the DR data center and verify data availability

(TCS Proprietary and Confidential)
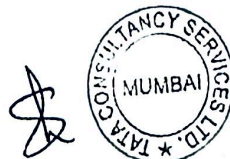
			repeat configuration
TCS	Will Configure the System for use	Will help in generation of reports	Will configure the system for next term/year

- For Implementation and on-going support, TCS will provide One (1) Onsite Project Manager at Customer location. The manpower charges are bundled into the subscription pricing.

Service levels:

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

Exclusions:

The calculation of the SLA excludes events such as:

- The event has occurred as a result of a Force Majeure or during the implementation of any disaster recovery procedure.
- Any activities and/or outages mutually agreed upon by the parties (planned scheduled downtime).
- The last mile access (Network that connects customer location and Network Service Provider's Point of Presence) or broadband access that is not provided or managed by TCS or its authorized agents.
- The failure of a customer's application, equipment or facilities including any third party equipment.
- Trouble Tickets associated with new installations or upgrades.
- An interruption where the customer elects not to release the service for testing and repair and continues to use it on an impaired basis.
- Interruptions during any period where TCS or its agents are not allowed access to the Customer premises where the access lines are terminated.

Out of Scope:

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

Support:

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

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

Training:

For Managed Services

- TCS will provide training to the key users on the transactions, using "train the trainer" approach. (No configuration training would be done).

Data Migration:

- Transaction Data migration from existing system of Customer to TCS system is out of scope and will be charged additional and can be taken up on mutual agreement between TCS and Customer.

- However Master data can be uploaded into the new system if customer can provide the data in the format of data templates provided by TCS or TCS can open the system to the customer prior to go-live to enter the master data.

I. **TCS Designated locations:**

TCS will host its applications from TCS Data Centre.

II. **Customer designated locations:**

None

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

None

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

None

V. **Authorized Users:**

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

TCS Proprietary and Confidential)

TATA CONSULTANCY SERVICES LTD

Olympus Building,,9th Floor,Hiranandani Estate,
Off Ghodbunder Road,,Kavesar, Patlipada, Thane (West),Maharashtra

Tax Invoice(ORIGINAL FOR RECIPIENT)

Invoice Number	MHDI524025217
Invoice Date	30-JAN-2024

Sushant University
Sector 55,
Golf Course Road,
Gurugram,
Gurugram,Haryana,122003,IN

Customer PAN Number   AAATC0747N

Ship To Address   Sector 55,
Golf Course Road,
Gurugram,
Gurugram,Haryana,122003,IN

Attention Name	Col. Rajive Chauhan
Place of Supply	Haryana
Project Name	ANSAL UNIVERSITY- iON Edu.soln.
Project Number	2975344
Delivery Center	Thane - ION - Non STP
Bill To GSTIN Number	06AAATC0747N1ZO

Description	Amount(INR)
Fees for Services Rendered	3,02,046.90
IGST@18%	54,368.44

Total Amount in Words	**Total Amount** 3,56,415.34

INDIAN Rupees Three Lakhs Fifty-Six Thousand Four Hundred Fifteen And Thirty-Four Paise Only.

Reverse charge not applicable

TCS GSTIN No.: 27AAACR4849R1ZL
IRN No. 722af96312353573ec22338e1ceafc1af8d25d37cf20c0d8459ffb31c6ef6425
PAN AAACR4849R
HSN Code 998312
Payment Terms 30 DAYS
Remittance Details
Please remit amount with reference/invoice numbers to Payee Bank or via email to
india.advice@tcs.com
Bank Name: Deutsche Bank,D.B House Fort, Mumbai
Account No : 8275287833
Beneficiary Name: Tata Consultancy Services Limited
IFSC: DEUT0784BBY MICR Code:400200002 SWIFT Code: DEUTINBB

Validity unknown
Digitally signed by
KRISHNAPRAKORUNGAJE
GOWDA
Date: 2024.01-01 09:29:01 IST
Authorized signatory
Tata Consultancy Services
Limited

Registered office address: 9th Floor, Nirmal Building, Nariman Point, Mumbai - 400 021 Phone: 91 22 67789595 , Fax: 91 22 67789660. CIN: L22210MH1995PLC084781 Email: corporate-office@tcs.com , Website: www.tcs.com

Refer Annexure

You can also download uploaded files.

You can check the status of assignment that which student start assignment or uploaded assignment using Participant Stats.
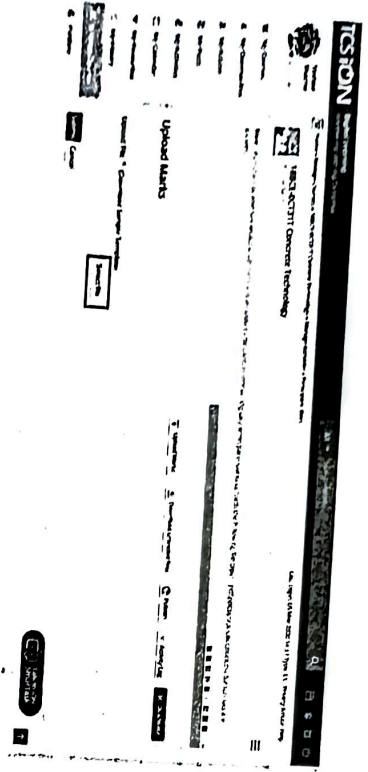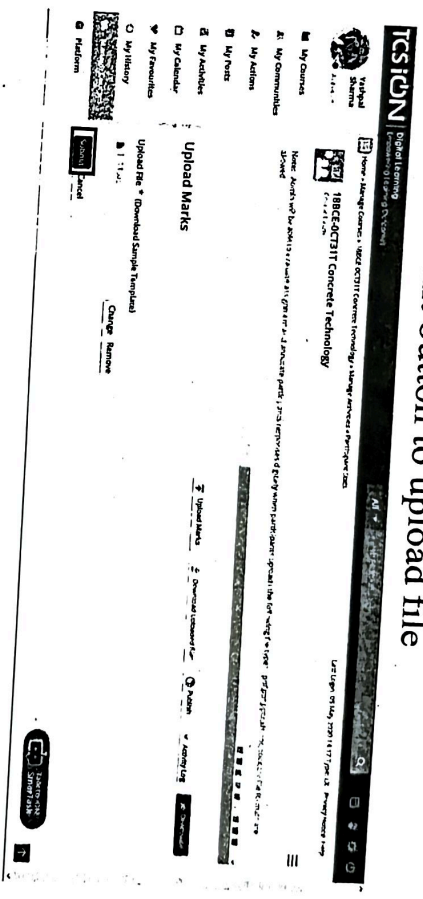

Enter Obtained marks for students in excel or you can give feedback for assignment to every students then save this file.

For Uploading Marks Click on upload marks details then click on download sample template

upload the files click on select file button and upload
e file in which you entered marks.

Click on submit button to upload file

iankyou

Enter through TCSiON Login Credentials on tcsion.com/lx
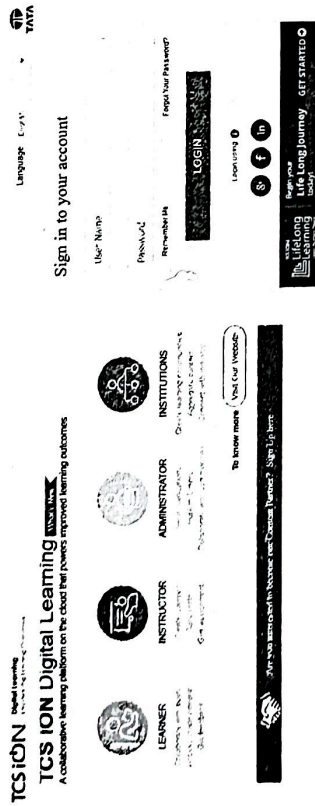
Click on Subject using Manage Courses Tab then click on Activities

Click on Subject using Manage Courses
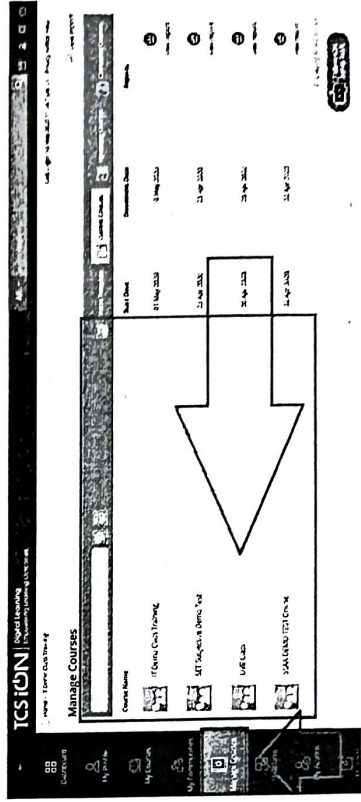
Click on arrow to view left panel options

Click on Subject using Manage Courses Tab then click on Activities
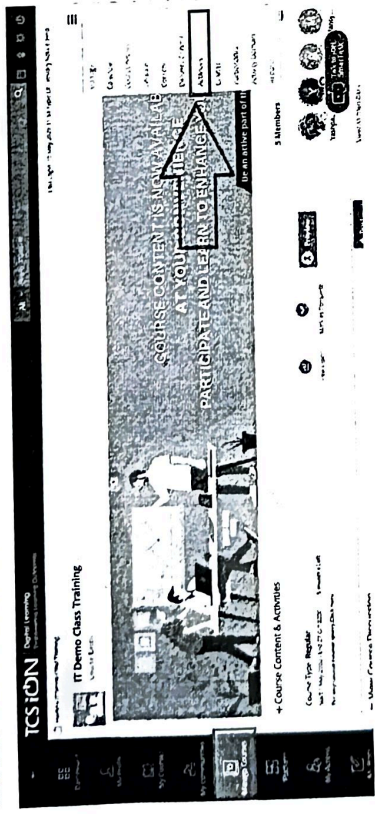
Click on Create then select Assignment and click on Create Now button

Fill the details like Title, Description, Marks etc.
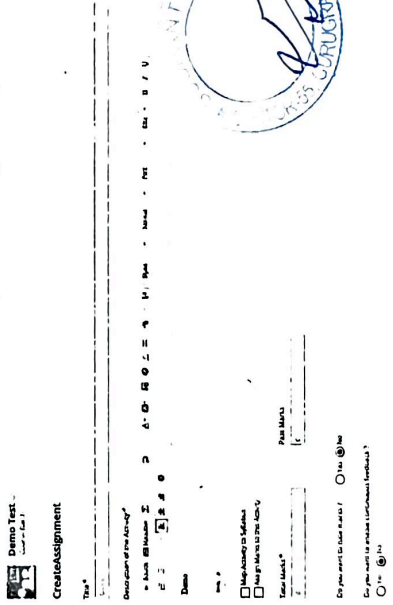

Select the options as given in screenshot

Click on Subject using Manage Courses Tab then click on Activities

Click on Create then select Assignment and on Create Now button

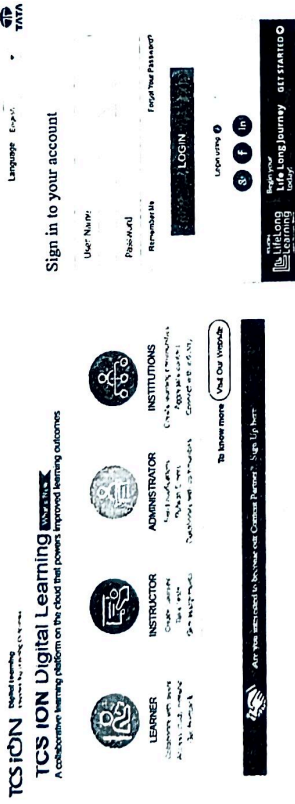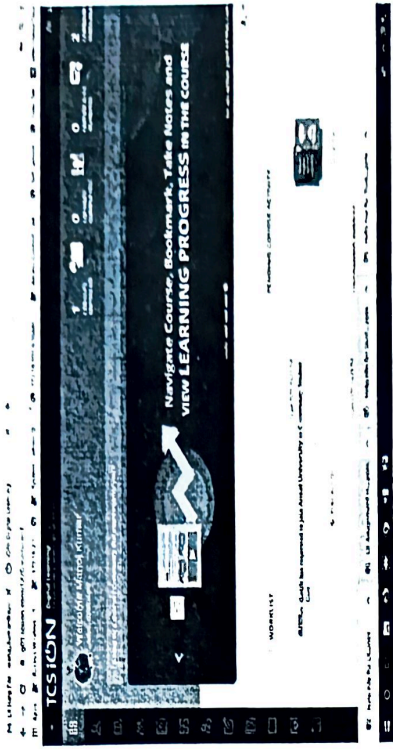

Manage Activities

Fill the details like Title, Description, Marks etc.

Select the options as given in screenshot

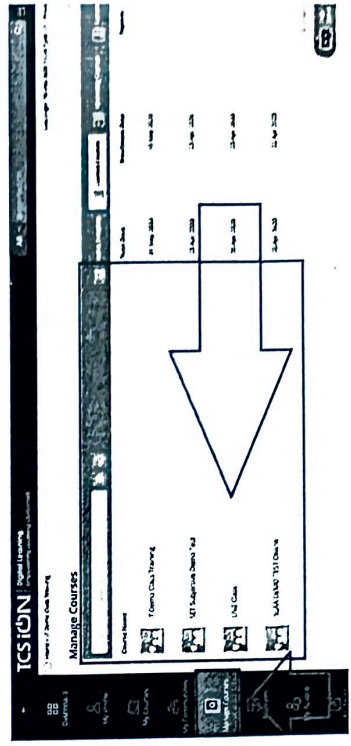## Enter through TCSiON Login Credentials on tcsion.com/lx

Click on Subject using Manage Courses Tab click on Activities

Click on arrow to view left panel options

Click on Subject using Manage Courses
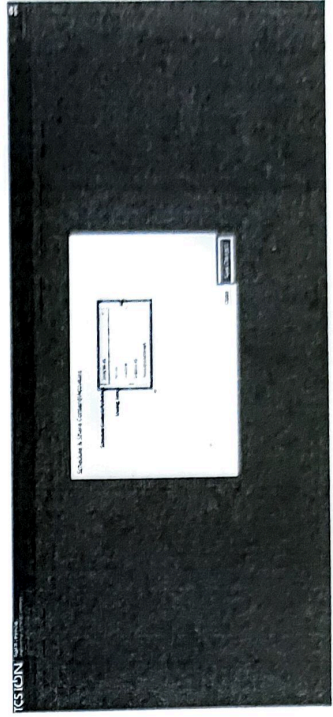
Click on Activities then select the unit and click on add button.

Select the date and time to schedule assignment then click on save changes.

Click on Delivery Control

Click on Active Now

Click on Save & Schedule button

Click on ok button.
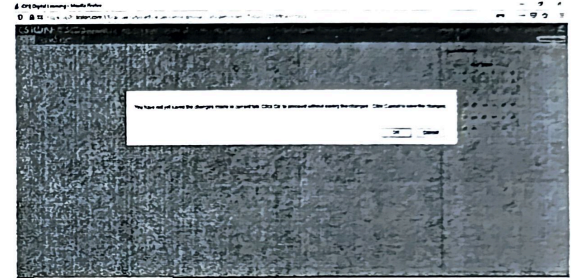
Click on syllabus then click on Add unit. Enter the unit name then click on right button.

Click on save button.

TATA CONSULTANCY SERVICES LTD

Olympus Building,,9th Floor,Hiranandani Estate,
Off Ghodbunder Road,,Kavesar, Patlipada, Thane (West),Maharashtra

Tax Invoice(ORIGINAL FOR RECIPIENT)

Invoice Number	MHDI524025217
Invoice Date	30-JAN-2024

Sushant University
Sector 55,
Golf Course Road,
Gurugram,
Gurugram,Haryana,122003,IN

Customer PAN Number AAATC0747N

Ship To Address
Sector 55,
Golf Course Road,
Gurugram,
Gurugram,Haryana,122003,IN

Attention Name	Col. Rajive Chauhan
Place of Supply	Haryana
Project Name	ANSAL UNIVERSITY- ION Edu.soln.
Project Number	2975344
Delivery Center	Thane - ION - Non STP
Bill To GSTIN Number	06AAATC0747N1ZO

Description	Amount(INR)
Fees for Services Rendered	3,02,046.90
IGST@18%	54,368.44

Total Amount in Words	Total Amount	3,56,415.34

INDIAN Rupees Three Lakhs Fifty-Six Thousand Four Hundred Fifteen And Thirty-Four Paise Only.

Reverse charge not applicable

TCS GSTIN No.: 27AAACR4849R1ZL
IRN No. 722af96312353573ec22338e1ceafc1af8d25d37cf20c0d8459ffb31c6ef6425
PAN AAACR4849R
HSN Code 998312
Payment Terms 30 DAYS
Remittance Details
Please remit amount with reference/invoice numbers to Payee Bank or via email to
india.advice@tcs.com
Bank Name: Deutsche Bank,D.B House Fort, Mumbai
Account No : 8275287833
Beneficiary Name: Tata Consultancy Services Limited
IFSC: DEUT0784BBY MICR Code:400200002 SWIFT Code: DEUTINBB

Validity unknown
Digitally signed by
KRISHNAPRAKOHUNGAJE
GOWDA
Date: 2024.01.31 09:29:01 IST
Authorized signatory
Tata Consultancy Services
Limited

Refer Annexure

Indian-Non Judicial Stamp
Haryana Government

Date : 28/08/2021

Certificate No.   G0282021H150

GRN No.   81259274

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty :   ₹ 0
(Rs. Zero Only)

Deponent

Name :   Ansal University
H.No/Floor : Na   Sector/Ward : 55   Landmark : Na
City/Village : Gurugram   District : Gurugram   State : Haryana
Phone :   97******72

Purpose :   AGREEMENT **to be submitted at Concerned office**

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

AMENDMENT 1

THIS AMENDMENT TO AGREEMENT FOR SERVICES DATED 12th February 2019 ("AMENDMENT 1") is made on this_____day of_____2021.

BETWEEN:

ANSAL UNIVERSITY, an institution, having its registered office at Ansal University Golf Course Road Sector 55, Gurugram – 122 003, India (hereinafter "Customer" which expression shall unless repugnant to the context include its successors and permitted assigns) of the ONE PART.

AND

TATA CONSULTANCY SERVICES LIMITED, a company incorporated under the Companies Act, 1956 and having its Corporate office at TCS House, Raveline Street, 21, D S Marg, Fort, Mumbai-400001, India (hereinafter referred to as "**TCS**" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) on the OTHER PART.

WHEREAS this Amendment 1 is supplemental to and where necessary overrides the Agreement dated 12th February 2019 made between Customer and TCS, (hereinafter referred to as the "**Agreement**")

AND WHEREAS Customer and TCS have agreed to enter into this Amendment 1 to vary the terms of the Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1.   Definitions and Interpretation

    1.1   In this Amendment 1 unless the context otherwise requires (and save to the extent otherwise defined herein) words and expressions defined in this Agreement shall have the same meaning and any provisions concerning matters of instruction of interpretation shall also apply in this Amendment

    1.2   In the event of any conflict or ambiguity between the provisions of this Amendment 1 and the provisions of the Agreement, the provisions of this Amendment 1 shall prevail

    1.3   Save as provided for in this Amendment 1, the provisions of this Agreement shall remain in full force and effect insofar as they remain applicable or as they remain to be performed as at the date of this Amendment

2. Amendments to the Agreement:

2.1 Following shall be the amendment being made to Schedule 1 of the Agreement:
- The name of the Customer shall be changed from Ansal University to Sushant University.
- The term of the Agreement which is currently for 3 years shall be extended for a further period of 4 years.

2.2 Following shall be the amendment being made to Schedule 4 of the Agreement:

Implementation Services	Amount
Access to TCS Solutions	INR 97.5 Per User Per Month

- Minimum commitment of YoY user count as below

Year	Minimum User Billing
Year 1	2,000
Year 2	2,300
Year 3	2,600
Year 4	2,900
Year 5	3,200

1. Customer shall setup a Technical team (minimum 2 associates) at their end to manage and support TCS implementation for the set of activities to be managed at their end in BAU mode of delivery.
2. PM efforts to continue for Year 1 to ensure smooth transition from MS to BAU model. BAU mode of delivery – In BAU mode, all activities (configuration and transactional) will have be carried out by the Customer. Customer will be provided ticket based support as they raise the tickets for the issues faced by them.
3. TCS team will handhold Customer till 31st March 2022. Effective From 1st April 2022, the contract will move into BAU model with only ticket-based support to be provided.
    I. For the first exam session, customer team will do the implementation under the guidance of TCS Team.
    II. Post the first exam session, Customer team will take the primary responsibility of all their activities and TCS team will shadow support them.
4. During the handholding phase, Customer Team will be trained on all the required modules.
5. The first 100 person days of effort (inclusive of CR, SR and PR request types) during the contract term will not be charged. Post this limit, Customer shall pay for all request types. Each day of additional effort will be charged as per the rate card below

    I. All Service Request (SR's) will be chargeable: A Service Request (SR) is any additional delivery requirement above the existing solution capabilities. These include, customer specific report request, clarification request, repeat configuration of same process, any additional EForm, modification of Eform, additional training, etc.
    II. All Change Request (CR's) will be chargeable. A Change Request (CR) is a change to existing functionality or addition of new functionality in the product.
    III. All Problem Request (PR's) except data fix (functionality not working) are chargeable. If any existing product capability that was working previously stops working all of a sudden, it is treated as a problem request. Any planned retirement of old capabilities, getting replaced with new and better capabilities, is not considered a problem request.

IV. Any PR getting raised due to issues caused due to incorrect data configuratio n will be treated as a SR and will be charged to customer. PRs for clarification, wrong data entry, correction of data, optimization scope etc. will be chargeable

6. Any Customer training beyond the initial training is chargeable (except any new feature, functionality is newly launched, then training is given).

7. TCS will raise Monthly Invoice for 100% of the Recurring Charges for minimum user count mentioned in the above table.

8. Partial usage of the modules in scope will not affect subscription invoices and will be a lways at 100% of the charges

9. Full invoicing will commence from the First month of contract effective date.

10. All the mentioned charges are exclusive of taxes and duties

11. The Customer will make the payment within 30 days from the date of Invoice. TCS prefers electronic mode of payment.

12. The Customer will make the payment within 30 days from the date of Invoice. TCS prefers electronic mode of payment.

13. The price quoted is applicable for the version contracted for. All future versions delivered during the Contract Term are included in the price.

14. 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 for services schedule. Invoicing will be done for all active users of the system. In case some users are no longer needed to be active, it is the responsibility of the customer to de-activate any such users so that such inactive users are not billed

15. 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

16. 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

17. TCS can also make available a trained iON Configuration support consultant at onsite from second year onwards to support ongoing configuration needs and provide first level of support, at a cost of INR 75,000 per month

18. 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

19. The total contract value shall not exceed INR 200,00,000 during the contract term. For any increase in the contract value Customer and TCS shall mutually agree to sign an amendment or change request.

20. During the Contract Term (5 years) Monthly Recurring Fees shall be increased by 5% of the existing price on every anniversary of the Agreement

21. 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
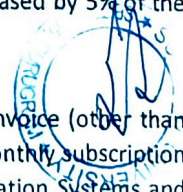
business days. The access to the TCS Application Systems will be restored by TCS upon the payment of all the outstanding invoices, as per the contract terms. TCS may take at least 1 business day from the date of credit of the amounts in TCS bank accounts to restore the access back. Continued non-payment of iON Invoices will lead to termination of iON services. Upon termination of services due to non-payment of 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

22. Subscription to TCS 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

- Effort details for Technical Service Requests

Category	Work Item	SR Effort in PERSON DAYS	Notes
Platform Customization	Normalization Class	10	Per normalization class
	Promotion Class	10	Per promotion class
	Post Processing of results	10	Per post processing class
	Other classes	5	Other areas not covered in above 3
	Certificate Design	10	This includes report card, mark sheet, degree certificate, provisional certificate, migration certificate etc. Cost is per certificate design.
			Additional 25K charges for printing on pre-printed stationary
	Hall Ticket Design	5	Additional 25K charges for printing on pre-printed stationary
Letters	Letters - Simple using Letter module	5	Additional 25K charges for printing on pre-printed stationary
	Letters – Complex using dynamic generation	10	
Payroll Config	Paycode Configuration	5	Custom paycode configuration in payroll module
ID Cards	Templates that do not have additional rules like ID card	5	Eg. ID Card, Bar Code etc
	Cheque Printing	3	

	Macro Reports – Simple	5	Per report
Custom Report	Macro Reports – Complex	10	Per report. Multi tab, Combining few ODRs, Complex Logic
	Modification to Existing Reports	5	Modification to any report that had earlier been developed by us.
Workflow	Modification to existing default workflows	5	Default workflows available across HRMS, Payroll, F&A, CMS Solutions. These relate to modification to the default workflows, if required by customer
		10	
E-Forms	New Eform with existing Payment Gateway		Any new on-line form requested by customer, using one of the existing payment gateways or a form without payment integration
	New Eform with NEW Payment Gateway	20	Any new on-line form requested by customer, using a NEW payment gateways
System Change Requests	Simple Change	10	System Change Requests will be analyzed for feasibility. Where
E-Forms	Complex Change	20	feasible, changes will be taken up as part of roadmap development on additional charges
Customer specific Product Enhancements	Custom Enhancement to Product Capabilities – Minor	10	Any custom change requested in the product by customer and which is specific to customer, and which is accepted by TCS post feasibility analysis
			Any custom change requested in the product by customer and which is specific to customer, and which is accepted by TCS post feasibility analysis
			Customer specific Enhancement / Service Request to be charged at INR 6,000 per day effort

3. Execution

3.1 This Amendment 1 may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

3.2 The execution by a Party of one or more counterparts shall constitute execution by that Party of this Amendment 1 for all purposes.

IN WITNESSES WHEREOF the parties have signed this Amendment 1 on this date, month and year first above written in the presence of following Witnesses:

For and behalf of Ansal University : Now Sushant University)	For and behalf of Tata Consultancy Services Limited
By:	By:
Name: Dr. Sanjeev Kumar Sharma	Name: Venguswamy Ramaswamy
Title: Registrar	Title: Global Head - TCS iON
Date:	Date:
Date:	Date: