

NAME _____
ADDRESS _____
THROUGH: _____
SIGNATURE: _____

Western Maharashtra
Development Corporation
Ltd. 2nd Floor, Kubera
Chambers, Dr. Rajendra
Prasad Road, Shivajinagar,
Pune

भारत 86135
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RECEIVED THIS AGREEMENT FOR SERVICES (herein after referred as "Agreement") is made effective as of
FOR W.M.D.C. LTD. 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 expressions shall include its successors and assigns) and

Kharagpur College, an Institute, with its registered office located at Kharagpur O.T. Rd, Inda, Kharagpur, West Bengal 721305 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, 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. **"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
- g. **"Services Commencement Date"** means the date as notified in writing by TCS to the Customer on which the Services are agreed to be commenced.

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- h. **"Services Environment"** means collectively or severally (as the context may require) the Hosting Environment and TCS Link.
- i. **"Statement of Work"** means a statement of work as per the format prescribed in Schedule 1 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.
- j. **"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.
- k. **"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.
- l. **"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.
- m. **"Use"** means using and/or accessing the TCS Application System by the Authorised 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.
- n. **"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.

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.

(S)

(TCS Proprietary and Confidential)



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 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 inclusive 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. 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

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:

- a. TCS shall not 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.
- b. The total aggregate liability of TCS 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.
- c. 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.

11. Term And Termination:

- a. Term: The term of this Agreement shall commence on the Effective Date and continue for period of one (1) 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 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.

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.

Kharagpur College ("Customer")	Tata Consultancy Services Ltd. ("TCS")
By: <u>(Signature)</u>	By: <u>(Signature)</u>
Name: <u>Dr. Bidyut Samanta</u>	Name: Venguswamy Ramaswamy
Title: <u>Principal, Kharagpur College</u>	Title: Global head- TCS iON
Date: <u>19/05/2021</u>	Date: -19-May-2021



Principal
Kharagpur College

SCHEDULE -1

Statement of Work Format:

This Statement of Work ('SOW') dated _____ between _____ having its registered office at _____ (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 _____ executed between TCS and Customer.

WHEREAS:

The Parties agree with the following terms and conditions:

a) Description of iON Solution: <<<<< TCS internal team to insert agreed scope of service>>>>>

- i. **Hosting Environment:**
- ii. **TCS Link:**
- iii. **Third Party Software:** (Pursuant to Clause 2(b) of the Agreement)
- iv. **Contract Term :** (Pursuant to Clause 10(a) of the Agreement)
- v. **Charges:** (Pursuant to Clause 6 of the Agreement)
- vi. **Out of Scope/ Exclusions:**
- vii. **Authorized Users:**

b) **Rate Structure:**

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.

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 Business Partner based upon the payment terms as mentioned in the Partnership Agreement.

By: (Signature)
Name: Dr. Bidyut Samanta
Principal, Kharagpur College
Title: _____



Principal
Kharagpur College

Tata Consultancy Services Limited

By: _____
Name: _____
Title: _____

