

SRI K.SATISH KUMAR
S.V.L.NO. 16-05-059/2012
PLOT NO. 227, OPP BACK GATE
OF CITY CIVIL COURT
WEST MARREDPALLY
SECUNDERABAD - 500003
HYDERABAD DISTRICT



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AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (herein after referred as "Agreement") is made effective as of 17 Aug 2021 the Effective Date by and between

Tata Consultancy Services Limited, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, herein after referred as '**TCS**' (which expression shall include its successors and assigns) and the Customer entity named in the signature block below, with other details thereof set out in Schedule 1- Contract Details, herein after referred as a '**Customer**' (which expressions shall, unless the context requires otherwise, includes its successor in business and permitted assigns).

In this Agreement, TCS and Customer are collectively referred as "Parties" and individually as a "Party".

WHEREAS TCS has developed a proprietary business concept titled as 'IT-as-a-Service' aimed at delivering an integrated suite of end-to-end business solutions including updating data online and cloud services to small and medium businesses (SMB), involves use of shared software applications owned or licensed and hosted by TCS at a centralized TCS facilities.

AND WHEREAS Customer desires to avail of services of TCS as more fully described in the applicable Statement of Work and TCS agrees to provide such services in accordance with the terms and conditions set out in this Agreement and the applicable Statement of Work.

NOW THIS AGREEMENT WITNESSETH:

1. Definitions :

- a. **"Authorized Users"** means only those individuals (working for and on behalf of Customer, or for Customer's clients, students of the Customers or individual clients of the Customer) identified by the Customer who have a bona fide need to have access to TCS Application System in connection with the use of Services by Customer under this Agreement.
- b. **"Customer Data"** means all applicable information, data and materials furnished or made available to TCS and/or introduced in the Services Environment by or on behalf of Customer, using the TCS Application System and/or Services.
- c. **"Confidential Information"** means and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other designated confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers, that may be received or obtained by the Receiving Party as a result of this Agreement. The terms "Disclosing Party" and "Receiving Party" shall have the meaning assigned to each of them in Clause 10.
- d. **"Hosting Environment"** means TCS's servers within the facilities and environment managed and utilized by TCS to provide the Services to Customer, including all software, servers, hardware, networks, equipment, and telecommunications facilities and the technology installed within such environment.
- e. **"Intellectual Property Rights"** means any and all intellectual property rights and industrial rights of any kind, including without limitation, copyrights, patents, trademarks, design rights and trade secrets and any other form of related protection, statutory or otherwise, wherever in the world subsisting, whether registered or not.
- f. **"Personal Data"** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal Data introduced in the Services Environment by or on behalf of Customer would also be Customer Data.



- g. "**Services**" means the services to be performed by or on behalf of TCS under this Agreement as specified in detail under applicable Statement of Work
- h. "**Services Commencement Date**" means the date as notified in writing by TCS to the Customer on which the Services are agreed to be commenced.
- i. "**Services Environment**" means collectively or severally (as the context may require) the Hosting Environment and TCS Link.
- j. "**Statement of Work**" means a statement of work as per the format prescribed in Schedule 2 and executed by the Parties pursuant to the terms of this Agreement (including any Schedule, Exhibit or Appendices to Statement of Work, whether now existing or subsequently executed by the Parties), describing the Services to be provided to the Customer.
- k. "**Taxes**" means any sales, use, value added tax, service tax or any other taxes of similar nature or any similar, additional or replacement duty, levy or tax applicable to or in connection with the charges payable or Services rendered under this Agreement, other than tax based on TCS's income.
- l. "**TCS Application System**" means the specific software applications/solutions whether owned or licensed by TCS in relevant Statement of Work, which TCS will host on its Services Environment for the provision of Services under this Agreement including Services related to updating data online in TCS Application System includes, without limitation, proprietary software programs, processes, algorithms, user interfaces, know-how, techniques and other tangible and intangible technical material or information and the technology installed within TCS Application System.
- m. "**TCS Link**" means a link either by way of a link located at a URL or a physical port prescribed by TCS established, provided and maintained by TCS, as part of the Services, for connecting to TCS Application System.
- n. "**Use**" means using and/or accessing the TCS Application System by the Authorized Users, for the purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by the TCS under this Agreement, in terms of this Use Terms.
- o. "**Use Terms**" means the terms and conditions applicable for use of the respective items of TCS Application System, as identified in Clause 5.

2. Scope of Services:

- a. **Services:** The scope of **Services** to be provided by TCS to Customer shall be as per the applicable Statement of Work and its Exhibits. TCS will host on TCS's **Services Environment** at TCS designated location(s), the **TCS Application System**, for provision of such Services. TCS reserves the right to modify the **Services Environment** without impacting the **Services**. The Services may commence on the Service Commencement Date. If the Parties desire to modify the Statement of Work in any manner, the Parties agree that such change, to **Statement of Work** and its corresponding change to other Schedules hereto shall be implemented in accordance with the Change Control Procedure as defined herein below.
- b. **Permitted Use of Services:** Customer's use of TCS Applications System shall always be subject to the Use Terms stipulated in Clause 5. In case the TCS Application System includes a third party software (identified in **Statement of Work**), and where such third party licensor requires Customer to sign a license agreement, the Customer agrees to execute such third party software license agreement, which shall prevail upon any conflicting provisions herein. Such third party software license agreement shall become a part of this Agreement.

3. Obligations of Customer:

Customer undertakes to comply with all the access authorization and access controls for the Customer's and its Authorized Users access to the Services Environment as may be prescribed by TCS. Customer shall limit the access to Services Environment only to the Authorized Users. Customer shall have complete responsibility and liability for the acts and omission of its Authorized Users. Customer shall defend, indemnify and hold TCS harmless from and against any claim, proceeding, judgment, costs and expenses (including, reasonable attorney fees) to the extent based on the acts and omission of its Authorized Users.

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

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

4. Proprietary Rights:

- a. Intellectual Property Rights: All rights, title and interests in and to the Services Environment, TCS Application System and any other material used by TCS in the provision of the Services shall exclusively belong to TCS or its licensors ("TCS Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and the Customer shall not be entitled to claim any rights therein. All rights, title and interests in the Customer Data shall always remain with Customer. However, TCS shall have the right and license to use the Customer data for support purposes. Customer agrees that TCS shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. The Customer acknowledges that the provision of the Services hereunder by TCS shall be on a non-exclusive basis and TCS shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude TCS from providing such services or performing such obligations to its other clients. Similarly Customer agreement is also non-exclusive., and the customer shall be free to avail any similar services from any other service provider.
- b. Restrictions on Copying: Copying of the TCS Application System is prohibited except with TCS's prior written consent and authorization. Neither Customer nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the TCS Application System or otherwise grant any right to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. Customer is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the TCS Application System or any part thereof or to create enhancements to or derivative works of the TCS Application System or any portions thereof.
- c. Proprietary, Confidentiality Markings or Notices and Trademarks: Customer shall retain all of TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the TCS Application System. Customer shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of TCS's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the TCS Application System or components thereof provided to Customer hereunder. Customer shall not remove or alter TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the TCS Application System or any part thereof including the documentation. Customer will have no rights in any trademarks or service marks or trade names adopted by the TCS and/or its licensors for the TCS Application System or any part thereof. TCS shall also not use customer name, logo or any other material without formal consent/approval.
- d. Breach: Should the TCS Application System be Used beyond the Use rights by Authorized Users as set out herein, TCS shall notify Customer in writing requiring Customer to cure the breach of Use Terms and if Customer does not cure such breach within 10 days (or such other period that the TCS may permit upon Customer's request), of receipt of written notice from TCS then TCS shall be entitled to terminate the Use

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rights granted hereunder in respect of such TCS Application System, without prejudice to any other rights or remedies TCS may have under this Use Terms or otherwise.

5. Use Terms:

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

6. Compensation:

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

7. Processing Norms:

Both Parties acknowledge and agree that the provision of certain Services under this Agreement may require TCS to interact with the clients and suppliers of Customer relating to the Services as special agent for and on behalf of the Customer and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by Customer and agreed by the Parties. Candidate data including but not limited to Personal Data, images of the candidate shall belong to the Customer, with TCS being a data processor for the Customer. TCS shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and TCS shall incur no liability for claims, loss or damages arising as a result of TCS's compliance with the Processing Norms. Customer agrees to indemnify, defend and hold TCS and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from TCS' compliance with Processing Norms and the Customer's liability arising out of this Clause shall be outside of the liability cap provided in Clause 9. Further, Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data

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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.

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11. Term And Termination:

- a. Term: The term of this Agreement shall commence on the Effective Date and continue for period of Five (05) 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

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and enforceable unless otherwise agreed between the Parties. No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement. Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement.

- d. Force Majeure: Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.
- e. No Third Party Beneficiaries. Nothing in this Agreement or any Statement of Work shall confer any rights upon any person other than the parties hereto and their respective successors and permitted assigns.

14. Customer data handling:

- a. Customer can access the TCS iON Help Central for detailed information related to Services, security, data privacy, incident management, and business continuity. The TCS iON Help Central link is: <https://www.tcsion.com/!dotcom/iONHelp/>
- b. Reporting Incidents
Customer can report incidents via email as well as other agreed channels of communication. Special email ids, created to report critical incidents, are as follows:

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

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

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



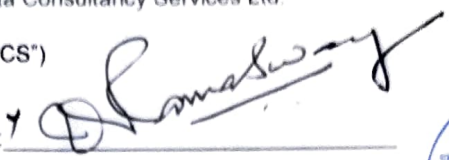

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backup as a whole would be due for deletion. Such backups would be stored separately from data in production environment and would always be retained for this duration irrespective of any break in Services to the Customer. In essence, the parties agree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

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

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

<p>Telangana State Council of Higher Education ("Customer")</p> <p>By: </p> <p>Name: <u>Prof. T. PAPI REDDY</u> Chairman</p> <p>Title: <u>Telangana State Council of Higher Education</u> (A Statutory body of Government of T.S.) Masabtank, Hyderabad - 500 028</p> <p>Date: <u>17 Aug 21</u></p> 	<p>Tata Consultancy Services Ltd. ("TCS")</p> <p>By: </p> <p>Name: <u>Venguswamy Ramaswamy</u></p> <p>Title: <u>Global head- TCS ION</u></p> <p>Date: <u>17 Aug 2021</u></p> 
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SCHEDULE 1
CONTRACT DETAILS

<u>Customer Name and details of its constitution</u>	<u>Registered office address</u>	<u>Details of Contact person</u>
Telangana State Council of Higher Education	Opp. Mahavir Hospital, Masab Tank, Hyderabad – 500028	Name- Prof. T. Papi Reddy, Designation- Chairman, TSCHE Contact No- # 9848783292 Email Id- chairmantsche@gmail.com

<u>Contract Term</u>	<u>Effective Date</u>
05 years from the Effective Date	17 Aug 2021



SCHEDULE -2

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 11(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.

Customer Name

By: 

Name: Prof. T. PAPI REDDY
Chairman
Title: Telangana State Council of Higher Education
(A Statutory body of Government of T.S.)
Masabtank, Hyderabad - 500 028



Tata Consultancy Services Limited

By: 

Name: Vengudramy Ramaswamy
Title: Global Head- TCS iON



Statement of Work

This Statement of Work ('SOW') dated _____ between Telangana State Council of Higher Education having its registered office at Telangana State Council of Higher Education Opp. Mahavir Hospital, Masab Tank, Hyderabad – 500028 (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 iON shall provide Services as fully described in Annexure- I Scope of work and Delivery Methodology
- Customer infrastructure requirements are described in Annexure – II
- i. **Hosting Environment:** The products are accessible from iON Digital Learning Hub (<https://learning.tcsionhub.in>) and will host on TCS' Services Environment at TCS designated location(s).
- ii. **TCS Link:** NA
- iii. **Third Party Software:** (Pursuant to Clause 2(b) of the Agreement) : None (however, the institute and its students have to agree and comply with the Terms of Third party platforms or software that will be provided as part of the product).
- iv. **Contract Term:** (Pursuant to Clause 10(a) of the Agreement) : Contract term will be Four years (Two batches) from the Effective Date of the Agreement
- v. **Charges:** (Pursuant to Clause 6 of the Agreement) Charges shall be applicable as specified in Annexure III.
- vi. **Out of Scope/ Exclusions:** Product customization is out of scope. In class physical teaching support is out of scope. Content access is of limited validity/duration. Backlog or reexamination process is out of scope and will be discussed and mutually agreed. Any other details not mentioned in the TCS scope is considered as out of scope.
- vii. **Authorized Users:**
- 1) Faculty members (including temporary and contract employees) of the Customer that have been duly designated and authorized to use the TCS Application System
 - 2) Students enrolled for the courses
 - 3) Academic, Industry and Technical mentors associates with the delivery
- TCS point of contact:
Name: Krishna Dundigalla
Email: dundigalla.k@tcs.com
- Customer Single Point of Contact:
Name: Prof. T. Papi Reddy, Chairman, TSCHE
Contact #: 9848783292
Email: chairmantsche@gmail.com

- b) **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.



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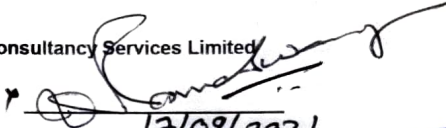
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Except for the conditions set herein, this Sow shall be governed by the terms and conditions stated in the Agreement and shall be binding on both Parties

Telangana State Council of Higher Education
By: 
Name: **Prof. T. PAPI REDDY**
Chairman
Title: **Telangana State Council of Higher Education**
(A Statuary body of Government of T.S.)
Masabtank, Hyderabad - 500 028



Tata Consultancy Services Limited

By: 
Name: **Venguswamy Ramaswamy**
17/09/2021
Title: **Global head- TCS iON**



1. Annexure I - TCS ION IHP – B Sc Data Science offering

1.1 Courses

As part of the B Sc Data Science offering, TCS ION offers TSCHE below portfolio of courses related to Data Science that can be closely integrated in the 3-year B Sc programme.

Year	Semester	Course Name	Credits (L-T-P)
First	Semester 1	Fundamentals of Information Technology	5 (4-0-1)
First	Semester 2	Python Programming	5 (4-0-1)
First	Semester 2	R-Programming (part of statistics)	5 (4-0-1)
Second	Semester 3	Data Engineering with Python Programming	5 (4-0-1)
Second	Semester 4	Machine Learning	5 (4-0-1)
Third	Semester 5	Elective 1 - No SQL	5 (4-0-1)
Third	Semester 5	Elective 2 - Deep Learning	5 (4-0-1)
Third	Semester 5	Elective 3 – Data Structures and Algorithms	5 (4-0-1)
Third	Semester 6	Elective 4 - Natural Language Processing	5 (4-0-1)
Third	Semester 6	Elective 5 - Big Data	5 (4-0-1)

Table 1

In addition, the below mini and major projects will also be offered by TCS ION to TSCHE as part of the programme.

Table 2

Year	Semester	Course Name	Credits (L-T-P)
Second	Semester 3	Mini Project-1	2 (0-0-2)
Second	Semester 4	Mini Project-2	2 (0-0-2)
Third	Semester 5	Major Project	4 (0-0-4)
Third	Semester 6	Major Project (cond.)	4 (0-0-4)

1.2 Credit Structure

Each of the course mentioned in the Table 1 above, will follow the below credit structure

Components	Lecture	Tutorial	Practical	Total
Credits	4	0	1	5



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Hours*	60	0	30	90
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*Considering 15 weeks of duration

1.3 Course construct mapping and consumption

Each of the course mentioned in the Table 1 above, will be consisting of the below components –

1.3.1 Learning or Lecture (4 credits – 60 hours)

Learning will be delivered through the below components to cover the 60 hours for each of the IHP course –

1.3.1.1 Digital Learning Resources

- The digital learning resources will contain content in formats such as videos, eBooks, etc. as applicable, which can be accessed by students from any device in a self-paced mode.
- It is recommended that students should go through the self-paced digital resources for the week before attending the live lectures.
- The course-learning plan made available to the students will provide weekly details of the content that should be accessed.

1.3.1.2 Digital Lectures

- The digital lectures are online lectures or webinars accessible to students from any device.
- Digital Lectures or webinars delivered by academician(s) and industry expert(s), spread across the entire duration of the course, and the schedule will be published by TCS in advance.
- There will be 20 digital lectures spread across 15 weeks of learning duration.
- The duration of each digital lecture will be for around **1 hr 30 mins** including QnA session of **20-30 mins** at the end of the lecture.
- The academicians and the industry experts will deliver the digital lectures.
- The split of lectures between the academicians and industry expert will depend on course requirement. However typically, around 13 lectures will be taken by academic experts and 7 lectures will be taken by industry experts
- The digital lectures will be delivered in a webcast or webinar format where students will be able to attend the lecture and ask questions in the chat window.
- In case the student is unable to attend the digital lecture, the recorded video of the digital lecture will be available for the students for future access.

1.3.1.3 Academic Connect, Industry Connect Community and Discussion Room

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

1.3.1.4 Practice Assessment

- The practice assessment are a set of two Internet Based Assessments where the questions are in MCQ format.
- The practice assessment enables students to practice and prepare for the summative assessment.

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- The practice assessments is for preparing for the Test of Knowledge.
- There will be two attempts for each of the practice assessment
- Upon completion, students will receive personalized analytics report illustrating their areas of strength and weakness.
- In addition, a sample test scenario and solution will be provided giving students a glimpse of type of the questions that will be asked in the Test of Application. This is provided only for reference purpose for the students. The assignments provided as part of practical component will facilitate in preparing students for the Test of Application.

1.3.2 Practicals (1 credit – 30 hours)

The practical component will be delivered through the hands-on projects for each of the IHP course –

1.3.2.1 Hands-on projects

- The hands-on projects are online assignments provided to students to improve their practical knowledge.
- The students will have access to weekly hands-on projects for 12 weeks (each taking 2.5 hours to implement) to gain application-oriented knowledge.
- As per the course requirement, integrated virtual environments will be provided for implementing hands-on wherever applicable.
- The students are expected to attempt the hands-on projects by themselves in a timely manner.
- The faculty SPOC of institute is expected to administer the attempt of the assignments by their students and evaluate the assignments using the evaluation rubric provided.

1.3.3 Summative Assessment

- Summative Assessment is an online assessment conducted in two parts: - Test of Knowledge and Test of Application at the institute's premises.
- Test of Knowledge is a 1-hour MCQ based assessment of 50 marks with an objective to evaluate student's conceptual clarity.
- Test of Application is a 2-hour scenario based assessment of 50 marks with an objective to evaluate student's application knowledge. The design of the Test of Application will vary from course to course as per the curriculum finalization.
- Summative Assessment will be conducted as per the schedule agreed with TSCHE.
- The institutes will administer and conduct the summative assessments at the institute premises.
- The institutes will be responsible for arranging the assessment infrastructure and work force required to conduct the assessment as per the course requirement. The infrastructure requirement will be dependent on number of enrolments.
- The infrastructure specifications to conduct the summative assessment are provided in the Annexure.
- TCS will be responsible for setting the question paper and evaluating the student's performance.
- TCS will depute a person at the institute premises for conducting the assessment.
- Institute will administer and provide invigilators, lab technician and other manpower and logistical support required to conduct the assessment.
- For minor and major projects, viva will be conducted to complete assessment. The institute faculty members based on project evaluation rubrics provided by the TCS SMEs will conduct the viva. The institute faculty members will also be responsible to evaluate the projects on basis of the viva.



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Results and performance sharing

- The course wise performance of the summative assessments of the students will be shared by TCS with the respective institutions or TSCHE as per mutual agreement.
- Institutions or TSCHE will be responsible to process the marks and include the marks in their transcripts, as per their grading and evaluation matrix.

1.3.4 Outcome linkage

1.3.4.1 Verifiable Digital Certificate

- The verifiable digital certificates are online certificates provided by TCS iON for each course if the student meets the below criteria.
- All students who attempt the summative assessment will receive a scorecard. The 'Certificate of Completion' is awarded to students who attempt the summative assessment and meet each of the following criteria:
 - Part A score is greater than or equal to 40%
 - Part B score is greater than or equal to 50%
 - Overall assessment score is greater than or equal to 50 marks.
- Students who do not meet the above criteria will not receive a certificate.
- The certificates will be co-branded by TCS iON along-with the respective industry partner and/or academic partner.
- Students who do not attempt the summative assessment will not receive any certificate or scorecard.

1.3.4.2 Internships

- Post successful completion of the 2nd year of the B Sc programme, internship opportunities will be available to top percentile students as mutually agreed with TSCHE, subject to vacancy in corporates and their selection criteria.
- The process and criteria of selection will vary across corporates as per their HR policies and depending on the internship opportunity.
- The quality and location of the internship will be dependent on the corporate providing the internship

1.3.4.3 Job Opportunity

- Post successful completion of the 3rd year of the B Sc programme, job opportunities from corporate recruiters that recognize the certification will be available to successful students, subject to vacancy in corporates and their selection criteria.
- The process and criteria of selection will vary across corporates as per their HR policies and depending on the opportunity.

1.4 Faculty Development Programme

TCS iON believes that local institute faculty member plays a critical role in successfully imparting desired learning outcomes to the students who consume the IHP course.

It is expected they act as a local institute mentor/guide who will facilitate and bring in local governance, administrations, engagements, mentorship and collaborations to maximise the learning imparted to the students.

However, it is critical that the right institute faculty member is identified and assigned to the individual course. It is equally important to build knowledge level of the faculty member towards the skill set.

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As part of the faculty development programme, TCS proposes to provide access to the learning material including the learning resources well in advance to the semester batch start. The faculty member is expected to completely go through the learning resources. Along-with the learning resource access, there will be up to three faculty development sessions conducted by the academic and industry experts. The sessions will be focussed towards explaining the subject, along-with guidelines for handholding the students. However, the exact lecture design and content covered will be as per the requirement of the course.

In addition, the faculty member will be provided learner access to the learning resources such as digital lectures provided to students, academic connect, industry connect and discussion room communities along-with the students of each batch to bring out more interventions and collaborations.

Finally, an assessment will be conducted for the faculty members by TCS, after the faculty development sessions but before the semester start to certify the faculty member skill set.

Only the certified faculty members will be allowed to take part in the TCS iON IHP courses. However, TCS will not be responsible for the performance of the faculty members.

1.5 TSCHE and its institutions responsibility

Towards the successful delivery of TCS iON courses, areas of support and participation from TSCHE and its Institutions include-

- Communicating the details of the program to its learners
- Registering the students for the program
- Providing student data and Faculty SPOC details to TCS as per the requirement of the program
- Providing course specific Faculty SPOC for individual institute who will be responsible for:
 - Monitoring, Engaging and Ensuring students are completing the course as per the learning plan and completing all course activities within the stipulated deadlines,
 - Providing local support and mentorship to its students,
 - Evaluate projects implemented by their students,
 - Testing, maintaining and providing storage and access infrastructure for labs as per the course requirements,
- Providing necessary infrastructure for imparting learning as applicable as per the course requirement
- Providing necessary infrastructure, manpower and other support required to conduct the summative assessments
- Incorporating the marks obtained in the summative assessments, processing as per their existing format and including it in their transcripts.

TSCHE agrees that TCS will have the right to take appropriate actions against any learner during the course on grounds of indiscipline, harassments, abuse, hate speech, unseemly behavior and similar other undesirable activities.

TSCHE agrees to provide the above support to ensure satisfactory delivery of the program. TSCHE also understands that they would be solely responsible for the quality of services in their scope of delivery and shall keep TCS indemnified against any claims made regarding the TSCHE's scope of delivery.

2. Annexure II – Customer Infrastructure Requirements

Below are the infrastructure requirement as per each component access. For each of the component access, the institute or student or faculty would require laptop or desktop with below requirements –

- Hardware configuration

Sr. No	Hardware Type	Description
1	Monitor	CRT or LCD

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2	CPU	Motherboard configuration, Processor, GB RAM (2GB)
3	Mouse & Keyboard	Should be functioning
5	USB Port's	Should be functioning
6	Hard drive	Sufficient (1 GB) Hard drive space and access rights
7	Internet Connectivity	Check access to ION Websites. Refer Section "Institute Firewall Configuration" of this document

- Software configuration

Sr. No	Software Type	Description
1	Operating System	Preferred Windows 7, Windows 10, Ubuntu 14, Ubuntu 16 with latest patches and Anti-virus (if required)
2	Browsers and versions	Recommended Browser Google Chrome latest version and zoom should be set to 100%)
3	All required driver	Supporting drivers to be pre-installed
4	Webcam drivers	Installed Drivers and Software, which will help in taking images
5	Editors/Word Processors	Microsoft Office Suite should be already installed
6	WinZip or any other software.	Software to zip the .exe file for the candidate to upload

2.1 Learning Component Access

Towards accessing the learning components of each of the course (i.e. digital resources, online communities, practice assessments), each student and faculty would require laptop or desktop with hardware and software configuration mentioned above. In addition, they can access the learning components from their mobile as well.

All of our learning components are accessible through a browser with below requirement –

- Google Chrome browser (latest version) recommended
- Network connectivity of 1 Mbps is recommended for smooth access
- In case of access through institutions, firewall should support access to the urls and domains of the learning components with http and https ports being enabled

2.2 Digital Lecture access

To access the digital lectures from the institute premises, the institute would require the below infrastructure –

- 1 Laptop or desktop for accessing the digital lecture (webinar) given by the SME with above mentioned hardware and software requirement.
- The laptop or desktop should have internet bandwidth of minimum 2.5 Mbps.
- In addition below hardware components are also required –

DR



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Sr. No	Hardware Type	Description
1	Projector or a large LCD with necessary connectivity cables	Should be functioning.
2	Speakers	Should be functioning.

2.3 Hands-on access

The hands-on specifications is course specific and dependent on the curriculum finalized. The information will be provided once the same is finalized.

2.4 Summative Assessment

Towards conducting summative assessments in the institute premises and accessing the iON hands-on environment, the institute should provision exam halls/labs with computer nodes to accommodate number of registered candidates for the respective courses plus a buffer of 10% additional computer nodes. A computer node is a Workstation (laptop or desktop) in a registered exam-hall of an institute that is completely configured with the hardware and software configuration mentioned above. In addition, as per the course requirement the below hardware component may be required.

Sr. No	Hardware Type	Description
1	Webcam	Should be functioning.

In addition, each institute requires the following minimum Network and Firewall configuration

1. Institute Network Configuration

SR#	Component	Description	Number of Users
1)	Network Bandwidth available to Institute	1 Gbps	Number of Students + 10% Buffer
2)	Internet Accessibility to each PC in the Exam Halls	100 Mbps LAN with Internet access	Number of Students + 10% Buffer

2. Institute Firewall Configuration

Firewall access to be given to the following URLs:

Sr.No	URL's	Domains to be whitelisted	Ports to be enabled
I	www.tcsion.com	*.tcsion.com	HTTP (80) and HTTPS (443)
li	g21.tcsion.com	*.tcsion.com	HTTP (80) and HTTPS (443)
lii	www.digialm.com	*.digialm.com	HTTP (80) and HTTPS (443)
lv	g21.digialm.com	*.digialm.com	HTTP (80) and HTTPS (443)
V	www3.digialm.com	*.digialm.com	HTTP (80) and HTTPS (443)

The above configuration is for conducting part A summative assessments. Please note that the specifications to conduct part B summative assessments will be provided once the course and the curriculum is finalized.

In addition, there should be proper power backup (in the form of generators, etc.) for conducting summative assessments and provide network connectivity.

TCS can change or modify the infrastructure requirement from time to time.



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3. Annexure III: Commercials

Price (INR) exclusive of Taxes				
Academic Year 2021– 2022 Batch			Academic Year 2022-2023 Batch onwards	
	Government College Students – Subject to a maximum of 500 students	Private College Students	Government College Students – Subject to a maximum of 500 students	Private College Students
Year - 1	1) TSCHE will pay one time fees of Rs 50 Lakh 2) Students do not pay any fee		No Fee	Rs 6000 per student per semester
Year - 2	No Fee	Rs 5000 per student per semester	No Fee	Rs 6000 per student per semester
Year - 3	No Fee	Rs 5000 per student per semester	No Fee	Rs 6000 per student per semester

Payment Terms and Process –

- Charges are exclusive of all taxes and duties, as applicable
- Minimum candidate count per batch per semester shall be 2500 candidate.
- Charges are applicable for the term of two (02) Academic Years i.e. AY2021-22 and AY2022-23.
- The payment process for the two (02) Academic Years shall be as follows-

The payment process for AY2021-22 will be as follows –

- For year 1, invoice shall be raised by TCS in accordance with the above mentioned Fees table.
- TSCHE shall pay amount in accordance with the invoice raised and shall also confirm the number of actual students.
- On receiving the payment from TSCHE, TCS will share the license codes with TSCHE who will then distribute the same to the students.
- Students will be able to subscribe and access courses after receiving the license code.

The payment process for AY2022-23 will be as follows –

- TSCHE shall form a body to collect fees from their students for each batch at the beginning of every semester.
 - TSCHE will confirm per batch per semester student count at the beginning of every semester.
 - The invoice will be raised based on the student count provided by TSCHE
 - The payment shall be made in the beginning of every semester.
 - On receiving the payment from TSCHE, TCS will share the license codes with TSCHE who will then distribute the same to the students.
 - Students will be able to subscribe and access courses after receiving the license code
- All fees paid under this SOW shall be non-refundable.



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