

**MOU with Tata Consultancy
Services (TCS) Ltd.**

भारतीय गैर न्यायिक

एक सौ रुपये

₹ 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

FL 291834

- a. TCS is a leading IT services, business solutions and outsourcing organization and has a strategic business unit with an objective to serve Small & Medium Enterprises ("SME's"). TCS has developed a business concept "IT-as-a-Service" aimed at delivering an integrated suite of end-to-end business solutions to SMEs ("hereinafter referred to as "iON Solution/s").
- b. TCS has exclusively developed, prepared and is the copyright owner of the training content for the online & offline learning for College students and also the professionals to help assess & analyse their understanding of concepts and / or upgrade their knowledge and skills in variety of subjects. ("hereinafter referred to as TCS iON Training Content").
- c. TCS will provide access to TCS iON Training Content contained in the iON Solution, to the Institute's existing and new customer base in accordance with the terms of this Agreement.

1. DEFINITIONS

"The Institute" means an intermediary appointed by TCS to provide access of TCS iON Training Content product to the Customer.

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AG 008213

INSTITUTE AGREEMENT

This (Institute) Service Agreement ("Agreement") is entered into on the "Effective Date" (as specified in Appendix A below) by and between Tata Consultancy Services Ltd., a company incorporated in India and having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400 001, Maharashtra, India, (hereinafter referred to as "TCS"), and the entity named in the signature block below (more specifically described in Appendix A) (hereinafter referred to as "The Institute").

TCS and The Institute may be individually or collectively referred to herein as the "Party" or "Parties".

Whereas

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"Customer" means students and Institute users who has been granted a non-exclusive, non-transferable, limited in time usage right of the TCS iON Training Content in machine readable form only that he has received from the Institute.

"Packs" shall mean and includes the online training content, reading material, practice test series as well as its associated components such as error practice questions, improvement exams & analytical reports.

Services: The scope of Services to be provided by TCS is as described in Appendix B. TCS will host on TCS' Services Environment at TCS designated location(s), the TCS iON Training Content, for provision of such Services. TCS reserves the right to modify the Services Environment without impacting the Services.

Permitted Use of Services: The Institute's and Customer's use of TCS iON Training Content shall always be subject to the Licensing Conditions as stipulated in Appendix D. In case the TCS iON Training Content includes a third party software (identified in Appendix B), and where such third party licensor requires The Institute to sign a license agreement, the Institute 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.

2. OPERATIONAL PRINCIPLES OF THE AGREEMENT

TCS and the Institute hereby agree as under:

- 1) TCS hereby appoints the Institute on a non-exclusive basis to identify students and to provide promotional services with respect to TCS iON Training Content product to identify prospective Customers in India. The Institute agrees that its appointment as an authorized Institute under this Agreement is conditional upon performance of its obligations under this Agreement.
- 2) The Institute and TCS will work together towards creating awareness of TCS iON Training Content product being taken to the students under the scope of this Agreement on mutually agreed terms.
- 3) The Institute shall market TCS iON Training Content product to the prospective Customers.
- 4) The Institute will NOT enter into any business arrangement that deals with any product / services that competes with TCS iON Training Content or TCS iON Solution.

Delivery of Services:

1. The Institute shall be responsible for distribution and/or delivery of the TCS iON Training Content product to the Customer. TCS shall provide TCS iON Training Content product to the Institute as per Appendix B and the Institute shall in turn provide those TCS iON Training Content product to the Customer.
2. The Institute agrees to provide adequate training infrastructure wherever required, faculties and training and assessment delivery to the satisfaction of the students and TCS. The Institute shall be solely responsible for the quality of infrastructure for assessment and training delivery. The Institute shall keep TCS indemnified against any claims made regarding the quality of the training infrastructure, the trainers and training delivery.
3. The Institute to take care to ensure that unique and unused user ids and passwords of the respective TCS iON Training Content product are provided to each student. Further responsibilities of the Institute is stated in Appendix C.
4. The Institute to include the marks obtained in the summative assessment of the course in the final transcript of their students
5. The Institute acknowledges and agrees that in the event Institute fails to comply with the provisions of this Agreement, TCS at its discretion can replace the the Institute with some other partner of TCS without incurring any liability towards the Institute. In such an event Customer would continue to avail the TCS iON Training Content product he has received from the Institute till its validity.
6. Further responsibilities of the Parties are stated in Appendix C.

3. PAYMENT

The Institute will obtain from TCS the requisite Packs and quantities as he deems fit to be provided to the Customer. This being a pre-paid product all deliveries will happen only after the payment has been realized by TCS. The Institute has to choose his discretion and market understanding before ordering for the Packs and the associated quantities. In the event of any Packs being unutilized, TCS will not entertain any request for refund under any circumstances. TCS shall have the right to deactivate the license codes against the Products that are unutilized for sixty days from the date of purchase at its sole discretion. Further, once the Pack is distributed by the Institute to the Customer it is the Institute's responsibility to ensure that the payment from the Customer is collected in full.

The Institute will pay to TCS for the copies of the printed reading material for the Customers, if any, ordered from TCS. In the event of any copies being unutilized, TCS will not entertain any request for refund under any circumstances.

4. CONFIDENTIAL INFORMATION

During the course of the term of this Agreement, each Party may disclose to other confidential information. Confidential Information with respect to TCS shall mean all information shared by TCS with Institute under this Agreement and any personal information pertaining to employees/agents/contractors etc of TCS or Institute. Confidential information with respect to the Institute shall mean such information which are marked "Confidential" or under any similar legend indicating the confidentiality of the information. Confidential Information shall not include information which is (a) previously known to the receiving party free of any restriction at the time of disclosure, or (b) independently developed by the receiving party and not derived from the confidential information supplied by the disclosing party or the participation of individuals who have had access to confidential information, (c) disclosed to the receiving party by a third party without an obligation of confidentiality or (d) in or subsequently comes into the public domain (other than as a result of a breach of this Agreement); (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.

The receiving party shall hold such confidential information in strict confidence for the disclosing party and shall not use it except in furtherance of the relationship set forth in this Agreement, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents. The obligations as to confidentiality shall survive termination/ expiration of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

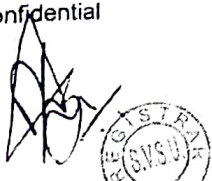
By entering into this Agreement, the Institute undertakes: a) not to use TCS's intellectual property without the prior written consent of TCS, b) ensure the confidentiality of such intellectual property within their respective organizations, c) not to use TCS's intellectual property other than as expressly authorized by the other pursuant to this Agreement and cease the use of TCS's intellectual property should this Agreement be dissolved or terminated.

The Institute acknowledges and agrees that TCS does and will continue to own all Intellectual Property and Intellectual Property Rights in or attached to the iON Solutions and TCS iON Training Content offered by TCS pursuant to this Agreement (including without limitation the software programs, tools, utilities, processes, methodologies, equipment and any other material used by TCS to provide the services or delivered by TCS under this Agreement) to the Institute, further including without limitation all and any specific developments, improvements, alterations or modifications made thereto to iON Solution and TCS iON Training Content ("TCS IP"). The Institute shall not use TCS' trade mark without the express prior written consent of TCS. Nothing contained herein shall be construed as a transfer, conveyance or grant by TCS to the Institute or Customer, of the ownership, interest or title to the intellectual property or intellectual property rights in or attached to TCS IP or any derivative works thereof or any rights therein.

6. WARRANTIES

The Institute warrants to TCS that (i) it shall perform its obligations under this Agreement carefully and in accordance with the specifications as agreed between the Parties under this Agreement (ii) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (iii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iv) its execution, delivery and

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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 (v) it shall not infringe TCS IP or any third party's intellectual property rights while performing its obligations under this Agreement; vi) it shall not make any representations or warranties regarding the functionality or performance of the iON Solution and TCS iON Training Content other than in accordance with the documentation or this Agreement; vii) it shall only access the iON Solution and TCS iON Training Content in accordance with this Agreement and for the sole purpose of providing services to its Customers. (viii) it shall not (a) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the iON Solution and TCS iON Training Content or the data contained therein; (b) modify, copy or create derivative works based on the iON Solution and TCS iON Training Content; (c) reverse engineer the iON Solution and TCS iON Training Content; (d) copy features or user interface of the iON Solution and TCS iON Training Content; or (g) use the iON Solution and TCS iON Training Content for purposes of product evaluation, benchmarking or other comparative analysis. (h) alienate the TCS iON Training Content from iON Solution and independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or in favour of any person the TCS iON Training Content (either for commercial consideration or not (including by way of transmission).

7. INDEMNITIES

The Institute shall defend, indemnify and hold harmless TCS and its directors, officers and employees from and against any suit, proceeding, judgment, costs and expenses (including, reasonable attorney fees) to the extent based on allegation that the Institute has 1) breached any representation or warranty as stated under this Agreement, (3) any Customer claim brought against TCS in connection with or arising out of the services provided by the Institute to the Customers or this Agreement that are not the subject of TCS's obligations set forth in this Agreement (4) breach of applicable laws (5) breach of confidentiality obligations (6) any act or omission of the Customer.

8. Limitation of Liability

Neither Party shall be liable to the other for any special, indirect, incidental, consequential loss of revenue, loss of data or loss of 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 in aggregate the amount paid to TCS by the Institute 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 willful misconduct; and, (ii) breach of the license conditions and obligations in respect of use of TCS iON Training Content. TCS shall not be held liable for any delay or failure which has resulted from: a delay or failure by or on behalf of the Institute to perform any of the Institute'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.

9. TERM

- 1) This Agreement shall be valid from the Effective Date and shall remain in force for a period of Five (5) years from the Effective date. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.
- 2) During the Contract Term, Either Party may terminate the Agreement as provided herein below:
 - a) TCS may terminate this Agreement by giving 30 days' notice to the Institute.
 - b) Either party is entitled to terminate this Agreement immediately by notice in the event of fraud, breach of trust or breach of provisions of this Agreement.
- 3) On termination, the Institute shall return to TCS all such confidential and proprietary information, documents and reference material in its possession. All such obligations and terms of this Agreement that are required to survive the termination of this Agreement shall survive such termination. The Institute shall fulfill all the obligations to the existing Customers.



10. PERIODIC REVIEW

- The Parties agree that the persons nominated below as the point of contact for each party (or their respective nominees) shall meet at a defined period decided by TCS, either personally or through a teleconference to review the progress and plan the future course of action, to accomplish the objectives of this Agreement as per the mutually agreed time schedule.
- Representative of TCS shall be Sumit K Verma(sumit.kverma@tcs.com) and Representative of the Institute shall be Mr. Shravan Kumar Garg(shravan_garg@rediffmail.com). Both parties will communicate in writing any change in the representative immediately to each other.
- TCS will periodically review the performance of the Institute, wherein the review would include and may not be limited to :
 - a. Sales review
 - b. Delivery review

11. FORCE MAJEURE

Either party shall be excused from performance of this Agreement during or to the extent that performance is prevented by the occurrence of unforeseen causes beyond the control of and without the negligence of the party claiming excuse. Such causes include, without limitation, strike, go slow, other concerted acts of workmen, lockout (not limited to the Institute & TCS) acts of god, war, fire, explosion, flood, epidemic, riot, sabotage, embargo, blockade, civil disturbance and Governmental restrictions.

The parties claiming excuse shall give immediate written notice thereof to the other, in any case not later than 15 (Fifteen) days, following the occurrence of such event. If performance is held up for a continuous period of more than 1 (one) month from the date of first notice, then TCS shall be entitled to terminate this Agreement by providing notice to the Institute.

12. MISCELLANEOUS

Entire Agreement. This Agreement 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. This Agreement, the appendixes and any amendment made there to shall constitute the entire agreement between the Parties.

Compliance with Applicable Law- Both the parties undertakes and warrants that it shall comply with all applicable laws and regulations while performing its obligations under this Agreement.

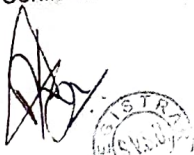
Waiver:- No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement.

Survival:- Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement.

Relationship of the Parties: Neither this Agreement, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.

Limitation of Liability: TCS shall not be liable to the Institute for any special, direct, indirect, incidental, consequential including loss of profit or revenue, exemplary or punitive damages or loss of data whether in contract, tort or other theories of law, even if the Institute has been advised of the possibility of such damages.

The total cumulative liability of TCS arising from or relating to this Agreement shall not exceed the total amount paid to TCS by the Institute in the last 12 months for the services that gives rise to such liability (as of the date the liability



arose).

Code of Conduct: TCS and their employees are expected to abide by the Tata Code of Conduct in their interaction with the Institute on behalf of TCS. A copy of the Tata Code of Conduct is available at <http://www.tata.com/aboutus/articles/inside.aspx?artid=NyGNnLHkaAc=>

The Institute 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.

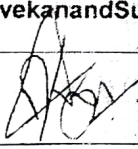

Governing Law/Dispute Resolution: This Agreement shall be governed in accordance with the Laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled 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.

Non-Solicitation and Non-Hire: The Institute agrees that, it shall not, directly or indirectly, solicit for hire or knowingly hire or retain any such personnel of TCS, as an employee or independent contractor, who was directly or indirectly associated with the performance of the obligations under this Agreement, for a period of five years, after such person ceases to be so associated, except with prior written consent of TCS.

Non- Exclusivity: TCS shall be free at all times to engage with any other partner for same or similar purpose to the one envisaged hereunder and nothing herein shall preclude TCS from doing so.

No Assignment: This Agreement and the rights and obligations under it are not assignable by either Party without prior written consent of the other Party. If one Party assigns this Agreement without the consent of the other Party, such other Party shall have the right immediately to terminate this Agreement.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.

Swami VivekanandSubharti University	Tata Consultancy Services Ltd.
Signature:  	Signature:
Name: Mr. D.K. Saxena	Name: Mr. Venguswamy Ramaswamy
Designation: Registrar	Designation: Global Head – TCS iON
Date:	Date:

Appendix A
Details of the Institute

Registered Name of the Institute	Registered office address	The Institute Site Address	Details of Contact Person
Swami VivekanandSubharti University	Subhartipuram Meerut 250005	Subhartipuram Meerut 250005	Name: Mr. Shravan Kumar Garg Designation: HOD Computer Science - Contact # 9756867053 Email: shravan_garg@rediffmail.com

Effective Date of the Agreement – 30th December-2019

Point of contact of TCS: Mr. RavindraKembhavi, Email ID: ravindra.kembhavi@tcs.com



Appendix B
TCS ION Training Content Details and Commercial

About TCS ION Industry Honour Certification

TCS ION Industry Honor Certification is a bouquet of electives developed in collaboration with Industry and Academia aligned with the AICTE curriculum. It is envisaged to help build strong foundations in a series of Industry relevant skills across various streams. Institutions can integrate the electives with their degree programmes and offer it to their students. The student's performance in the elective will be reflected in the transcript issued by the respective university. Each elective is designed with a pre-defined credit structure and delivered in a phigital mode.

TCS ION Industry Honor Certification program will cover the following course categories:

- Professional Elective courses relevant to chosen specialization/branch
- Open subjects – Electives from other technical and /or emerging subjects
- Honor Electives

Students will have the ability to choose electives offered by the industry which can either be–

- Offered as alternate electives taken as part of degree
- Offered as additional electives taken as an honor programme.

The electives are brought together by TCS iON. The electives taken either by replacing or in addition to the existing course structure of the institute would be reflected in the student's transcript issued by the Institute. Each elective offered would be of 5 credit points. However, award of credit points to the students will be at Institute's discretion.

A. Product Construct

Digital content in multi-modal form

- Course to consist various multi modal content to provide learners with multiple learning enablers
- Delivered through iDLH Digital course
- Students will be able to access the digital course in a self paced manner at anytime from anywhere.
- In addition to the digital course, there may be reference books provided in a pdf format which will be accessible by a student in a view only mode.
- Both the digital course and digital book will be accessible after login into the platform at anytime from anywhere using any device.

Digital Lectures

- Multiple Digital lectures delivered by renowned academicians and industry expert, spread across the entire duration of the course
- Delivered through live classrooms
- Live Lectures will be delivered by a combination of Academic & Industry SME.
- The live lecture will be scheduled at a pre-defined day of the week and at a pre-defined time slot. The schedule will be intimated well in advance to the program start.
- The student has the flexibility to login from any device and attend the live lecture from anywhere.
 - The students will be able to hear the audio of the SME along-with the video.
 - The students can ask queries/clarifications to the SME through chat option
 - The responses will be given by the SME during the QnA session of 10-15 mins.
 - The responses to the unanswered questions will be shared by the SMEs in the community.
 - Students will also be able to ask further questions to the SMEs in the community
- In case the student is unable to attend the live lecture, the recorded video of the live lecture will be available for the students for future access.

Academic Community

- Learning communities moderated by renowned professors and educators from the lead institution
- Delivered through iDLH Digital community

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- Students can gain conceptual clarity through bite sized learning content published by academic expert like blogs, quizzes, tips/tricks, debates, and more.
- Students can post any queries against any post published by the academic expert in this community.
- Queries will be answered by the SME in a pre-defined time frame.

Industry Connect Community

- Learning communities to be moderated by a subject matter expert from the industry
- Delivered through iDLH Digital community
- Students can gain applied knowledge through bite sized learning content published by industry expert like quizzes, blogs, industry updates, best practices, industry use-cases and more.
- Students can post any queries against any post published by the industry expert in this community.
- Queries will be answered by the SME in a pre-defined time frame.

Industry Assignment

- Access to 2 Industry mini – projects for practical exposure to the students along with virtual hands-on environment
- The performance of the students to be evaluated by respective institution's faculty

Practice Assessment

- Access to 2 practice assessments for continuous self evaluation
- Students to receive personalized real time analytics report of their strengths and areas of improvement

Summative Assessment

- Students to appear for summative and formative assessments at college premises.
- The students will be assessed in 2 stages i.e. Part-1: Test of Knowledge (objective) and Part-2: Test of Application as applicable (objective or hands-on or assignment)

Verifiable Digital Certificate

- Successful students to receive a digital certificate which can be verified through online platform

Internship Opportunity

- Internship opportunity subject to topper in the electives and subject to vacancy in the corporates across country.

Placement assistance

- Gain visibility to job vacancies from the most sought after corporate recruiters that recognize the certification and subject to vacancy in the corporates across country.

B. List of Electives

Computer Science & Information Technology

1. Social, Text and Media Analytics and its applications
2. Usability Design of Software Applications - Practitioners perspective
3. Applied Cloud Computing
4. Information Security - A practitioners perspective

Electronics & Communication Engineering

1. Intelligent Controls for real world application
2. Cyber Physical Systems and its applications
3. Applied Nano-electronics

Mechanical Engineering

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1. Industrial Automotive Sensors & Instrumentation
2. Energy Conservation & Management - Practitioners perspective
3. Engineering Economy, Costing And Accounting - Practitioners perspective
4. Industrial Mechatronic Systems
5. Solar Energy Technology and its applications

Common Electives across streams

1. Machine Learning for real world application
2. Innovation, IP Mgmt & Entrepreneurship – Practitioners perspective
3. Applied Design Thinking – Practitioners perspective
4. Data Mining and Analytics – Practitioners perspective
5. Artificial Intelligence for real world application
6. Internet of Things & its applications
7. Robotics and Embedded Systems for real world applications
8. Deep Learning and Neural Networks for real world application
9. Intelligent Game Design and its applications

C. Semester Schedule

To accommodate the various diverse semester timelines, the odd and even semester schedule of the Institute should be as per ANNEXURE 1 of this agreement.

D. Pricing model

Per Elective Pricing

- For Student, Each elective INR 17,000
- Discount for the Institute 12% per elective
- In an event of IHC Re-Exam for any reason (Fail, not able to appear for the exam on the scheduled exam date etc.), institute has to pay Rs. 2599/- per student per additional exam.

Bundled Pricing

Candidates have the ability to choose a bundle of 4 electives, which can either –

- Replace the existing electives taken as a course
- Taken in addition to the course as elective/industry honors
- For Student, bundled (for 4 Elective) INR 42,000 per student
- Discount for the Institute 14% for bundle of four electives per student.
- In an event of IHC Re-Exam for any reason (Fail, not able to appear for the exam on the scheduled exam date etc.), institute has to pay Rs. 2599/- per student per additional exam.

Payment: The Institute would pay TCS for the licenses consumed by way of DD drawn in favor of Tata Consultancy Services Ltd.

2) **Billing Terms:**

- The Institute shall place a request on TCS with number of license codes required of TCS iON Content Products. Basis this TCS shall raise an invoice on the Institute and post receipt of payment, TCS shall provide license codes to the Institute.
- The minimum value of licenses purchased by the Institute at the time of agreement signing shall be Rs. 50,000/-. All fees paid under this agreement are non-refundable. Any unutilized licenses shall not be refunded back to the institute.

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3) **Taxes and Duties:**

- Goods and Services Tax at the prevailing rate of 18% will be charged extra. In case of any rate change the published rates on the TCS portal <https://learning.tcsionhub.in> shall be changed.
- All the taxes as applicable shall be borne by the Institute.
- The Institute shall be entitled to deduct from applicable payments to TCS, any tax on TCS' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide TCS with evidence or certificate of payment of such tax to the taxing authorities.

4) **Miscellaneous:**

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



A handwritten signature in black ink is positioned to the left of a circular stamp. The stamp contains the text "REGISTRAR" at the top, "TCS iON" in the center, and "TRAINING CENTER" at the bottom, with a small star symbol at the very bottom.

Appendix C
Roles and obligations of the Parties

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

a) The obligations of TCS:

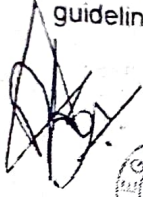
- TCS will make available the requisite TCS ION Training Content products as per Appendix B of this Agreement. TCS will provide available relevant marketing collaterals for the TCS ION Training Content products.
- TCS will train the Institute to equip him to distribute the TCS ION Training Content products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

b) The obligations of the Institute:

- The Institute shall be responsible for delivering the Training Content Packs to the Customer. Towards that he should ensure that he has all the resources in place including sales manpower, marketing, delivery, collection and related resources.
- The Institute will buy the pre-paid products as per the quantities specified by making the payment in advance to TCS. The Institute will use his discretion and market knowledge to order the right quantity of products.
- It is the Institute's responsibility to ensure that he receives the payment from the Customer for delivering the product. TCS will not be able to stop the services to the Customer.
- The Institute may provide subscription to the Pack only directly to its Customers. The Institute is not permitted to appoint any resellers, the Institute or other third parties to provide subscription to the Packs without the consent of TCS.
- The Institute will ensure delivery of the Packs to the Customer upon receipt of payment for the packs.
- The Institute shall maintain sufficient technical and sales resources having the knowledge and skills necessary to:
(i) inform prospective Customers about the features and capabilities of the TCS iON Training Content product including, when appropriate, as compared to competitive products and (ii) otherwise perform its obligations hereunder.
- The Institute shall purchase requisite number of licenses of every software used for imparting the training. The Institute shall provide the evidence of the valid license to TCS on demand. The Institute shall keep TCS indemnified from any damages, claims arising out of the breach of Indian IT ACT 2000 as and when amended on the part of the Institute.
- The Institute shall not remove any proprietary notices or other legends from the sales materials, and may not modify the sales materials without TCS' prior written consent.
- The Institute shall provide performance reports & updates to TCS on periodic basis as per the TCS prescribed formats.
- The Institute shall be responsible for the Customer relationship management.
- The Institute shall not misrepresent TCS, TCS iON, to any customer in any manner whatsoever.
- The Institute shall not use the phrases TCS Limited, TCS iON, and phrases containing the words TCS or Tata in any communication; written oral, electronic, printed or otherwise unless permitted by TCS explicitly in writing.



- TCS may issue branding guidelines, if necessary, to the Institute from time to time. The guidelines may contain details including but not limited to the use of TCS iON logo, placement of TCS iON logo, use of phrases containing words TCS, iON, Tata etc. in any form of communication to be used by the Institute, printed, electronic, oral or otherwise. The Institute shall strictly comply with the branding guidelines. In case of any breach of the branding guidelines by the Institute, TCS may take action against the Institute as deemed fit.



Appendix D
USE TERMS for TCS Application System

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 30th December 2019 ("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, as specified in the Schedule 2 with respect to each component of the TCS Application System. "**Services Environment**" has the meaning ascribed to it in the Agreement. "**Use**" means using and/or accessing the TCS Application System by the Authorized 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

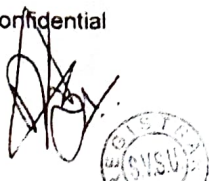
2.1 Usage rights. (i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the TCS Application System by TCS or upon TCS permitting access to Customer of the TCS Application System through any means, TCS hereby grants to Customer the right to Use as specifically 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



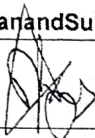

Customer's request), of receipt of written notice from TCS then TCS shall be entitled to terminate the Use rights granted hereunder in respect of such TCS Application System, without prejudice to any other rights or remedies TCS may have under this Use Terms or otherwise.

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.

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.

Swami VivekanandSubharti University	Tata Consultancy Services Ltd.
Signature:  	Signature:
Name: Mr. D.K. Saxena	Name: Mr. VenguswamyRamaswamy
Designation: Registrar	Designation: Global Head – TCS iON