

## **AGREEMENT FOR SERVICES**

become a part of this Agreement.

THIS AGREEMENT FOR SERVICES is made effective as of the Effective Date (specified in Schedule 1) by and between **Leaderspro Learning Private Limited**, a company incorporated under the Companies Act 1956, with its corporate office located at Delhi, herein after referred as using brand name '**BHARAT ONLINE**' (which expression shall not include its successors and assigns) and the Customer entity named in the signature block below, with other details there of 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, BHARAT ONLINE and Customer are collectively referred as "Parties" and individually as a "Party".

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

### **NOW THIS AGREEMENT WITNESSETH:**

#### **1. Definitions :**

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

#### **2. Scope of Services:**

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

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

#### **3. Obligations of Customer:**

Customer undertakes to comply with all the access authorization and access controls for the Customer's access to the Services Environment as may be prescribed by BHARAT ONLINE. Customer shall limit the access to Services Environment only to the Authorized Users. Each Authorized Users shall follow the security policies and rules as have been notified by BHARAT ONLINE. Customer acknowledges that the Services offered by BHARAT ONLINE 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 BHARAT ONLINE immediately of any unauthorized use of the Services or Services Environment. Customer undertakes that all Customer Data will not infringe the intellectual property rights of any third party.

#### **4. Proprietary Rights**

All rights, title and interests in and to the Services Environment, BHARAT ONLINE Application System and any other material used by BHARAT ONLINE in the provision of the Services shall exclusively belong to BHARAT ONLINE or its licensors ("BHARAT ONLINE Proprietary Material"). Any and all **Intellectual**

**Property Rights** with respect to the Services and the BHARAT ONLINE Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to BHARAT ONLINE or its licensors and the Customer shall not be entitled to claim any rights therein. Customer agrees that BHARAT ONLINE 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 BHARAT ONLINE shall be on a non- exclusive basis and BHARAT ONLINE 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 BHARAT ONLINE from providing such services or performing such obligations to its other clients.

#### **5. Compensation**

In consideration of the Services hereunder, the Customer shall get paid by BHARAT ONLINE the fees and expenses ("Charges") as specified in Schedule 4. All amounts payable by BHARAT ONLINE are inclusive of any Taxes. Customer shall be entitled to deduct from applicable payments to BHARAT ONLINE, any tax on BHARAT ONLINE' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide BHARAT ONLINE with evidence or certificate of payment of such tax to the taxing authorities. BHARAT ONLINE shall submit invoices to Customer in accordance with the payment schedule in Schedule

4. Customer shall receive payment from BHARAT ONLINE within thirty (30) days from the date of invoice. BHARAT ONLINE shall send invoice and Customer shall receive payment, in advance, in accordance with the billing period specified in Schedule 4. If any invoice remains unpaid after the aforesaid period, BHARAT ONLINE shall not be entitled to recover the unpaid invoices after due date. Customer must provide written acknowledgement and explanation for the delay for the recovery for the Services.

#### **6. Representations And Warranties**

BHARAT ONLINE warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Schedule 2. Notwithstanding the aforesaid, any Services which are provided by BHARAT ONLINE free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the

state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, BHARAT ONLINE 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 BHARAT ONLINE

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

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

#### 7. Limitation of Liability

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

liable for any operational losses sustained or incurred by the Customer

#### 8. Confidential Information

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

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

#### 9. Processing Norms

Both Parties acknowledge and agree that the provision of certain Services under this Agreement may require BHARAT ONLINE 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. BHARAT ONLINE shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and BHARAT ONLINE shall incur no liability for claims, loss or damages arising as a result of BHARAT ONLINE's compliance with the Processing Norms. Customer agrees to indemnify, defend and hold BHARAT ONLINE 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 BHARAT ONLINE's compliance with Processing Norms and the Customer's liability arising out of this Clause shall be outside of the liability cap provided in Clause 7. Further, Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data

#### 10. Term And Termination

Term: The term of this Agreement shall commence on the Effective Date and continue for Contract Term specified in Schedule 1,

unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.

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.

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 BHARAT ONLINE Application Systems and Services

Environment; (ii) return to BHARAT ONLINE any of BHARAT ONLINE confidential and proprietary information and material in its possession; and (iii) purchase Equipment at the then market value or the written down book value in BHARAT ONLINE books whichever is higher; and (B) BHARAT ONLINE shall (i) return to Customer all confidential and proprietary information of Customer; (ii) if a third party software license is obtained specifically for the Customer under this Agreement and allows Customer to use such software after termination of this Agreement (as specifically identified in Schedule 2), then BHARAT ONLINE shall transfer such third party software to Customer on an 'AS IS' basis. Any additional fee if applicable for such transfer shall be borne by the Customer.

**11. Non Solicitation**

Neither Party will, without the consent of the other Party, employ or offer to employ directly or indirectly any person engaged or previously engaged by the other in any capacity in relation to the project, during the subsistence of this Agreement and until a period of 24 months has expired after the termination or expiry of this Agreement

**12. Miscellaneous Provisions**

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 BHARAT ONLINE..

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 Delhi and the award made in pursuance thereof shall be binding on the Parties.

Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, purchase order's, agreements and understandings between the Parties hereto, with respect to the subject matter hereof. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by, and to the extent permitted by applicable law, a Party is not liable to another Party in contract or tort or in any other way for, a representation or warranty that is not set out in this Agreement. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each of the Parties. If any provision of this Agreement be held invalid or unenforceable by a competent court, such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall remain fully valid and enforceable unless otherwise agreed between the Parties. No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement. Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement.

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.

Code Of Conduct: The activities of all BHARAT ONLINE employees are governed by the Code of Conduct. Customer agrees to make good faith efforts to notify BHARAT ONLINE designated executives of any breach of the Tata Code of Conduct by any BHARAT ONLINE personnel relating to this Agreement. BHARAT ONLINE in turn, undertakes that it will maintain confidentiality of all communication received.

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

<p>[BHARAT ONLINE Internal to write the name of the Customer] ("Customer")</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date:- _____</p>	<p>("BHARAT ONLINE")</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date:- _____</p>
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**EXHIBIT A**

**DEFINITIONS**

**"Agreement"** means the Agreement for Services to which this Exhibit is attached, signed between the Parties hereto, and shall include all Exhibits, Schedules, and other attachments attached thereto or referenced therein.

**"Authorized Users"** means only those individuals working for and on behalf of Customer, or for Customer's clients, or individual clients of Customer identified in **Schedule 2**, who have a bona fide need to have access to BHARAT ONLINE Application System in connection with the use of Services by Customer under this Agreement.

**"Customer Data"** means all applicable information, data and materials furnished or made available to BHARAT ONLINE and/or introduced in the Services Environment by or on behalf of Customer, using the BHARAT ONLINE Application System and/or Services.

**"Confidential Information"** means and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other designated confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers, that may be received or obtained by the Receiving Party as a result of this Agreement. The terms "Disclosing Party" and **"Receiving Party"** shall have the meaning assigned to each of them in Clause 8.

**"Contract Term"** means the period of contract specified in **Schedule 1**.

**"Computing Environment"** shall mean Customer's computer, hardware, software and operating environment as identified in **Schedule 2**, on which the BHARAT ONLINE Application System or component thereof shall be installed for Customer's use in accordance with the Use Terms in **Schedule 3**.

**"Effective Date"** means the date on which this Agreement has come into effect, as identified in **Schedule 1**.

**"Equipment"** means certain hardware/software (including networking hardware (MPLS) and software) items identified, if any, in Schedule 2, to be supplied or made available by or on behalf of BHARAT ONLINE, outside the Hosting Environment, for use by Customer's Authorized Users strictly for accessing BHARAT ONLINE Application System for the purpose of availing of the Services hereunder.

**"Hosting Environment"** means BHARAT ONLINE's servers within the facilities and environment managed and utilized by BHARAT ONLINE to provide the Services to Customer, including all software, servers, hardware, networks, equipment, and telecommunications facilities and the technology installed within such environment and as described **Schedule 2**.

**"Intellectual Property Rights"** means any and all intellectual property rights and industrial rights of any kind, including without limitation, copyrights, patents, trademarks, design rights and trade secrets and any other form of related protection, statutory or otherwise, wherever in the world subsisting, whether registered or not.

**"Licensing Conditions"** means the terms and conditions applicable for use of the respective items of BHARAT ONLINE Application System or third party software, as identified in Schedule 3.

**"Services"** means the services to be performed by or on behalf of BHARAT ONLINE under this Agreement as specified in scope of Services in **Schedule 2**.

**"Services Commencement Date"** means the date as notified in writing by BHARAT ONLINE to the Customer on which the Services are agreed to be commenced.

**"Services Environment"** means collectively or severally (as the context may require) the Hosting Environment, BHARAT ONLINE Link and Equipment.

**"Taxes"** means any sales, use, value added tax, service tax or any other taxes of similar nature or any similar, additional or replacement duty, levy or tax applicable to or in connection with the charges payable or Services rendered under this Agreement, other than tax based on

BHARAT ONLINE's income.

“**BHARAT ONLINE Application System**” means the specific software applications/solutions whether owned or licensed by BHARAT ONLINE identified in **Schedule 2**, which BHARAT ONLINE will either host on its Services Environment and/or install on the Customer Environment for the provision of Services under this Agreement. BHARAT ONLINE 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 BHARAT ONLINE Application System.

“**BHARAT ONLINE Link**” means a link either by way of a link located at a URL or a physical port prescribed by the BHARAT ONLINE in **Schedule 2** established, provided and maintained by BHARAT ONLINE, as part of the Services, for connecting to BHARAT ONLINE Application System.

**SCHEDULE 1**

**CONTRACT DETAILS**

**A. The details of the Customer are as follows:**

**In case of a company registered under the Companies Act, 1956**

<u>Company Name</u>	<u>Registered office address</u>	<u>Details of Contact person</u>

**OR**

**In case of a partnership entity:**

<u>Company Name &amp; Address</u>	<u>Partner Names &amp; Residential Addresses</u>	<u>Details of Registration under Partnership ACT</u>

**OR**

**In case of a proprietorship:**

<u>Company Name &amp; Address</u>	<u>Proprietor Name</u>	<u>Proprietor Residential Address</u>

<u>Contract Term</u>	<u>Effective Date</u>	<u>Service Commencement Date</u>
3 years from Service Commencement Date	.....	

**B. The Customer has been introduced to BHARAT ONLINE by the following entity/person:**

<u>Name of the entity/person</u>	<u>Registered office address</u>	<u>Details of Contact person</u>
		.....

## SCHEDULE 2

### I. BHARAT ONLINE Application systems

BHARAT ONLINE will provide the following applications as Managed Services.

#### Managed Services:

BHARAT ONLINE Exam and Grading Solution

Under **managed services**, BHARAT ONLINE will do all the configuration and get the system ready for use and customer shall carry out end user transactions. Many of the standard reports shall be delivered to customer by BHARAT ONLINE

### II. Scope Of Services

#### Cloud Services

In a Cloud Services environment, business applications as part of the IT-as-a-Service will be hosted, managed and run at BHARAT ONLINE Data centers in a secure environment. The customer can access their applications at the Data Centre through a network connection. These applications will be continuously updated by BHARAT ONLINE to address the changing technology, business & market needs.

The scope lists the capabilities of the Solution(s). Together with Activation, Customer needs to agree on the capabilities relevant to its business which needs to be finalized.

Sr. No.	Solution Name	Hyperlink	Deliverables
1	BHARAT ONLINE Exam Solution		les.pdf
2	BHARAT ONLINE Mock test Solution		
3	BHARAT ONLINE Exam and Grading Solution		
4	BHARAT ONLINE Test Series Solution		
5	Aryabhata Exam OS IV		
	<b>Add Ons</b>		
1	BHARAT ONLINE Smart Class Solution		
2	BHARAT ONLINE Typing Learning Solution		

### Roles and Responsibilities

BHARAT ONLINE will be responsible only for configuring the system and all transactions will be done by the customer users.

Responsibilities	Configuration and Data Setup	Usage	Repeat Configuration
Customer	Will provide relevant master data for configuration	Will perform transactions	Will provide relevant new data for repeat configuration
BHARAT ONLINE	Will Configure the System for use	Will help in generation of reports	Will configure the system for next term/year

**Service levels:**

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

**Exclusions:**

The calculation of the SLA excludes events such as:

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

**Out of Scope:**

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

**Support:**

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

Support Desk	
E-mail	<a href="mailto:servicedesk@bharatonline.com-di.com">servicedesk@bharatonline.com-di.com</a>

**Training:**

For Managed Services

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

**Data Migration:**

- Transaction Data migration from existing system of Customer to BHARAT ONLINE system is out of scope and will be charged additional and can be taken up on mutual agreement between BHARAT ONLINE and Customer.
- However Master data can be uploaded into the new system if customer can provide the data in the format of data templates provided by BHARAT ONLINE or BHARAT ONLINE can open the system to the customer prior to go-live to enter the master data.

**I. BHARAT ONLINE Designated locations:**

BHARAT ONLINE will host its applications from BHARAT ONLINE Data Centre.

**II. Customer designated locations:**

None

**III. 3<sup>rd</sup> party software incorporated in BHARAT ONLINE Application System:**

None

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

None

**V. Authorized Users:**

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

**BHARAT ONLINE point of contact:**

Post: IT Desk Support

Email: [itdesk@bharatonline.com-di.com](mailto:itdesk@bharatonline.com-di.com)

**Customer Change Champion:**

Name:

Contact #:

Email:

**Customer Single Point of Contact:**

Name:

Contact #:

Email:

**VI. Target Environment :**

**1. Services Environment**

**a) Hosting Environment :**

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

**b) BHARAT ONLINE Link:**

Not Applicable

**c) Equipments:**

Not Applicable

**2. Computing Environment**

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

- Exam Server
- Aryabhata IV (64-bit version) Operating System
- Minimum 1 GB RAM
- At least 4 GB SATA disk
- 15-inch monitor
- Standard keyboard and mouse.
- The supported browsers are Chrome (latest versions).

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

**VII. Data availability at the various layers:**

- a. **Hardware Availability:** State of the art hardware (servers, storage, networking elements) configured in Active-Active or Active-Hot Standby mode ensures High Availability (HA) of our infrastructure elements.
- b. **Application Availability:** All application components (Web, Application, Database) are configured in Active-Active mode. This ensures that the application, as well as data is available to the customers with high availability.
- c. **Data Availability:** The deployment architecture ensures that the same data is available on multiple servers. In the event of data issues, data can be recreated with no data loss from the otherservers.
- d. **Backups:** Backups are taken every day and retained for varying periods of time (daily, weekly and yearly). Backed-up data is available off-site. Backup recovery tests are performed at regular intervals to ensure integrity of backups.
- e. **Data Format:** In the event of termination of this Agreement BHARAT ONLINE shall give the customer data in either CSV or XLS format in CD or through file transfer, based on a written request by the Customer on what data is required for them within 15 days of expiry or termination of Agreement. For data to be provided by BHARAT ONLINE, all pending invoices should have been cleared by the Customer. Customer data will be retained for a period of 90 days from expiry of Agreement. After this period of 90 days, all data will be deleted from BHARAT ONLINE records. In case customer data has to be extracted and provided within the first year of the Agreement, additional one time data extraction charges of 25,000 will apply.
- f. **Disaster Recovery:** A Disaster Recovery Data Center is in operation. Data from the primary data center is mirrored onto the DR Data Center near real-time. Operations will shift to the DR data center in the event of a catastrophic failure of the primary data center. In addition, customers have the ability to, at their convenience, login to the DR data center and verify data availability

**SCHEDULE 3**

**Licensing Terms for BHARAT ONLINE Application System**



**APPENDIX- I to Schedule 3**  
**USE TERMS for BHARAT ONLINE Application System (BHARAT ONLINE proprietary)**

These Use Terms will govern the Use by Customer of BHARAT ONLINE Application System (more specifically described in Schedule 2), during the Contract Term of the Agreement for Services effective (“Agreement”) signed between Customer named herein below and (“BHARAT ONLINE”).

**1. DEFINITIONS**

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

“**Target Environment**” shall mean Services Environment or Customer Environment, as specified in the Schedule 2 with respect to each component of the BHARAT ONLINE Application System. “**Services Environment**” has the meaning ascribed to it in the Agreement. “**Customer Environment**” has the meaning ascribed to it in the Agreement. “**Use**” means using and/or accessing the BHARAT ONLINE 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 BHARAT ONLINE 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**

Usage rights. (i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the BHARAT ONLINE Application System by BHARAT ONLINE or upon BHARAT ONLINE permitting access to Customer of the BHARAT ONLINE Application System through any means, BHARAT ONLINE hereby grants to Customer the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the BHARAT ONLINE Application System during the Agreement for Contract Term. The forgoing does not (a) authorize installation of the BHARAT ONLINE Application System other than on Target Environment, (b) permit Use of the BHARAT ONLINE Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the BHARAT ONLINE Application System to any Person other than Authorized User. Any extension or change of the contractual use of the BHARAT ONLINE Application System requires BHARAT ONLINE’ 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 BHARAT ONLINE 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 BHARAT ONLINE Application System any Intellectual Property Rights therein nor do they permit Customer to make derivative works or to make copies of the BHARAT ONLINE Application System. To the extent that BHARAT ONLINE Application System consists of any software codes, such material, when delivered to Customer pursuant to this Use Terms, shall be delivered by BHARAT ONLINE 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 BHARAT ONLINE Application System.

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

Restrictions on Copying. Copying of the BHARAT ONLINE Application System is prohibited except with BHARAT ONLINE’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 BHARAT ONLINE 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 BHARAT ONLINE Application System or any part thereof or to create enhancements to or derivative works of the BHARAT ONLINE Application System or any portions thereof.

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

Breach. Should the BHARAT ONLINE Application System be Used beyond the Use rights by Authorized Users as set out in this Section 2, BHARAT ONLINE 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 BHARAT ONLINE may permit upon Customer’s request), of receipt of written notice from BHARAT ONLINE then BHARAT ONLINE shall be entitled to terminate the Use rights granted hereunder in respect of such BHARAT ONLINE Application System, without prejudice to any other rights or remedies BHARAT ONLINE may have under this Use Terms or otherwise.

**3. OWNERSHIP AND PROPRIETARY RIGHTS**

Customer acknowledges and agrees that BHARAT ONLINE does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the BHARAT ONLINE 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 BHARAT ONLINE to Customer of the ownership or title to the Intellectual

Property or Intellectual Property Rights in or attached to the BHARAT ONLINE 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 BHARAT ONLINE specifically agree and acknowledge that the provision of this Use Terms will prevail with respect to the BHARAT ONLINE Application System.

<p>[BHARAT ONLINE Internal to write the name of the Customer] ("Customer")</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Leaderspo Learning pvt Ltd. ("BHARAT ONLINE")</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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**SCHEDULE 4**  
**FEES FOR SERVICES**

<b>Managed Services</b>	<b>100% upfront at signing of contract</b>
Access to BHARAT ONLINE Solutions	<b>Rs 5000</b>

- All the mentioned charges are exclusive of taxes and duties.
- The Customer will make the payment within 30 days from the date of Invoice. BHARAT ONLINE prefers electronic mode of payment.
- These prices are applicable for locations in India only and for a single instance in the data center.
- The price quoted is applicable for the version contracted for. All future versions delivered during the Contract Term are included in the price.
- For invoice generation purposes, the customer authorizes BHARAT ONLINE to query customer data for the user count or any other billing parameter applicable as per the fee schedule. Invoicing will be done for all active users of the system. In case some users are no longer needed to be active, it is the responsibility of the customer to de-activate any such users so that such inactive users are not billed.
- The number of sites and user base served may grow during the service term. The customer will share with BHARAT ONLINE the expected growth plans, to allow BHARAT ONLINE sufficient lead time to plan for additional capacity and deployment. Any growth beyond the numbers stated above becomes billable from the month in which the systems capture either master or transaction data for the increased user base. BHARAT ONLINE will also charge a Set-up fee for each such increase, as per the feeschedule.
- Customer is responsible for any 3rd-party costs for Integration items in scope, For example, if SMS integration is in scope, customer is responsible for the cost of subscribing to an SMS package from an authorized telecom provider.
- Implementation will only be on as-is capability basis. No change request will be accepted as BHARAT ONLINE obligation as part of contract. Non implementation of a change request cannot be the basis for non-payment of subscription invoice. Any change requested by customer, will be analyzed for feasibility. If found feasible, the change will be done as part of product roadmap development and additional charges and timelines will be mutually agreed upon. If customers had asked for some changes to the system and these changes were either not done or completed after some time, and this has resulted in delayed implementation of some of the capabilities, customer cannot ask for waiver of complete or portion of the invoices citing the lack of usage of certain modules or capabilities.
- Any report that needs to be developed specifically for the customer will be charged at ` 25,000 per report. Existing reports are listed on [www.bharatonline.com-di.com](http://www.bharatonline.com-di.com).
- BHARAT ONLINE can make available a trained data management executive to support customer's data migration, data entry, operating basic functions a cost of 10,000 per month. The management and monitoring of this executive will be done by the customer
- On Customer request, if non-local Specialist Consultants have to travel to any of the Customer locations, Customer will provide to and fro airfare from BHARAT ONLINE location to that location, boarding and lodging expenses for the duration of deputation as well as local transportation facility (one or all of the expenses, as applicable). These expenses will be claimed on the basis of reports submitted by BHARAT ONLINE accounts department to the Customer.
- Set-Up Fee will be due at the time of signing the contract and is non-refundable. Customer Set-Up includes a) datacenter and solution provisioning and b) training. If additional users are added during the contract Term, Set-Up Fees for the new users will be charged. This will be calculated on the basis of 4 months Subscription Fees
- BHARAT ONLINE will raise a Monthly invoice for 100% of the Monthly Recurring Charges for all the users (PUMP \* number of users) based on the actual number of users in the system above the minimum number of users. User count cannot be reduced during the term of the contract Partial usage of the modules in scope will not affect subscription invoices and these will be always at 100% of the charges. Full invoicing will commence from the first month of subscription
- Implementation is a transformation initiative. BHARAT ONLINE recommends that customer identify a Change Champion to work closely with BHARAT ONLINE and drive the initiative. Customer may also incur additional effort through support for providing data, undergoing training, doing transactions etc. These efforts cannot be claimed as costs from customer side and claimed as damages in the unlikely event of any termination or contract closure.
- The total contract value shall not exceed \_\_\_\_\_ during the contract term. For any increase in the contract value Customer and BHARAT ONLINE shall mutually agree to sign an amendment or change request.
- During the Contract Term (3 years) Monthly Recurring Fees shall be increased by 5% of the existing price on every anniversary of the Agreement.
- The Customer will make the payment within 30 days from the date of Invoice (other than Set-Up Fee). BHARAT ONLINE prefers electronic mode of payment. Payment of the monthly subscription invoices are a pre-condition for the continuation of usage of BHARAT ONLINE Application Systems and services. If the invoices are not paid within the due dates, BHARAT ONLINE reserves the right to suspend customer user access to the BHARAT ONLINE Application Systems after giving an e-mail notice of 5 business days. The access to the BHARAT ONLINE Application Systems will be restored by BHARAT ONLINE upon the payment of all the outstanding invoices, as per the contract terms. BHARAT ONLINE may take at least 1 business day from the date of credit of the amounts in BHARAT ONLINE bank accounts to restore the access back.

Continued non-payment of invoices will lead to termination of services . Upon termination of services due to non-payment of invoices, customer data will be retained for 90 days, within which customer is expected to clear all the outstanding invoices and request for the data and BHARAT ONLINE will provide the same in CSV or XLS format. BHARAT ONLINE may start contract renewal discussions 30 days in advance of contract expiry. It is expected that BHARAT ONLINE and Customer will agree on renewal contract terms and sign the renewal contract, before expiry of the current contract term. Non-renewal of contract may lead to suspension of services on expiry of current contract.

- Subscription to services are on a continuous basis. Customer cannot suspend usage for few months in between and ask for waiver of invoices for those months, as the data and configuration still continue to be supported to BHARAT ONLINE even during the period of non-usage.
- Standard Rate card for technical change requests. Customer can raise a Service Request ticket for these enhancements and issue a purchase order, based on which invoicing will be done

**SCHEDULE 5**  
**CHANGE CONTROL PROCEDURE**

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

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

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

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

**Annexure A to Schedule 5**

Change Request No.: \_\_\_\_\_

Date Initiated: \_\_\_\_\_ Date Approved \_\_\_\_\_

Project: \_\_\_\_\_

**Description of Change:**

Following are the changes/additions agreed to:

- a) Schedule 1
- b) Schedule 2
- c) Schedule 4

Approved with Changes

**BHARAT ONLINE**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

Customer

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date