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MCA21 e-Governance Master Services Agreement

THIS AGREEMENT is made this 1st day of March, 2005, by and between:

- (i) The President of India, acting through ^{Joint} Secretary, Ministry of Company Affairs, Government of India ("GoI") having its office at 5th Floor, Shastri Bhavan, New Delhi – 110 001 hereinafter referred to as "MCA" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART;

and

- (ii) Tata Consultancy Services Ltd., a registered company under the Indian Companies Act, 1956 having a registered office at Bombay House, 24, Homi Mody Street, Mumbai – 400 001 and having a place of business at 4th & 5th floor, PTI Building, 4, Parliament Street, New Delhi 110 001 (hereinafter referred to interchangeably as "Operator" and "TCS").

WHEREAS

- A. Ministry of Company Affairs (MCA), desires, *inter alia*, to enable registration of new companies and to create and sustain a healthy business eco-system by ensuring compliance with applicable law as well as through protection of Stakeholders' interests and to serve as the information repository of the companies, to all the Stakeholders;

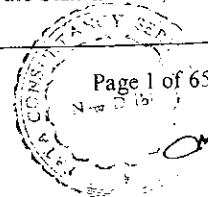


MCA -TCS Confidential

March 1st 2005

Page 1 of 65

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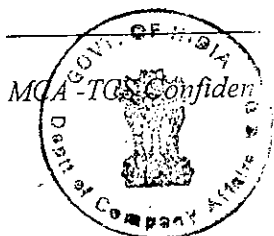
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- B. In order to meet with the demand and expectations of its Stakeholders, MCA perceived the need to go for a holistic modernization and computerization program, and to implement and provide a sustained and integrated solution covering all its operations at its offices of the Registrar of Companies, Regional Directors and Head Quarters, MCA decided on an implementation model based on private participation on the lines of a commercial Build, Own, Operate and Transfer (BOOT) basis ("*the Project*");
- C. The MCA undertook selection of a suitable operator through competitive bidding for implementing the Project and in this behalf issued a Request for Qualification dated 01/10/2003 followed by the Request for Proposal (RFP) dated 25/02/2004 issued to the qualified bidders;
- D. TCS has been selected as the successful bidder to undertake the Project involving the development of the total solution, roll out and sustained operations and *inter alia* to provide the consulting and staffing services with sufficient global reach, proven global service capabilities and comprehensive networks along with other technology partners to permit the dissemination of best practices relating to the Services;
- E. The MCA intends to grant to TCS the right to undertake and implement the Project on the terms and conditions set forth below commencing from the Effective Date up to a period of six years from the Project Implementation Completion Date ("*Term*") to (a) build, finance, develop, construct, commission, operate and maintain the Project; and (b) at the end of the Term transfer all the Assets and exclusive facilities in the back and front offices;
- F. The Operator is ready in pursuance of its bid to undertake and implement the Project during the aforesaid period stated in Recital E hereinabove

NOW WHEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATION SET OUT HEREIN, the MCA and the TCS (each individually a "Party" hereto and collectively the "Parties") have agreed to enter into this Master Services Agreement ("*MSA*") to govern the way in which Operator will build and manage the facilities and deliver the services specified under this Agreement and the Service Level Agreement ("*SLA*") in accordance with roles and responsibilities of the MCA and the Operator as set forth in Clause 1.3, Volume I of the RFP:

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March 1st 2005



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ARTICLE I : DEFINITIONS & INTERPRETATIONS

1.1. DEFINITIONS

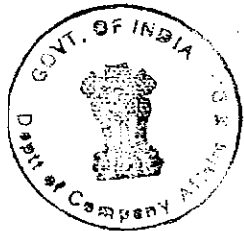
1.1.1. In this agreement, unless the context requires otherwise:

"Agreement" means this Agreement together with all Schedules and the contents and specifications of the Volumes I and II of the RFP, the clarifications issued by MCA pursuant to the pre-bid conference held on March 17, 2004, the proposal submitted by TCS in response to the RFP -- including the technical proposal and the commercial proposal, as amended pursuant to the discussions held by the Price Negotiation Committee with TCS as single document In the event of an irreconcilable conflict between this Agreement and the Schedules and other documents mentioned above, the terms of this Agreement shall prevail;

"Bespoke Software" means the software designed, developed, tested and deployed by the Operator for the purposes of rendering the Services to the Stakeholders of the MCA21 Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (except for the customization components on such products), proprietary software components and tools deployed by the Operator and which shall be solely owned by MCA;

"COE" means MCA's Common Operating Environment, being a set of IT standards for office systems, hardware, software and telecommunications and a common set of processes for the maintenance, continuous update and renewal of those standards and COE provides a standard environment for users to communicate and collaborate and to view, store, share and move information as referred to in Article 2.3.4 of the Agreement;

"Confidential Information" means all information including MCA Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its associates which is disclosed to or otherwise learned by the other Party (whether a Party to this Agreement or a SLA) in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or SLA);



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"Deliverables" means the products, infrastructure and services agreed to be delivered by the Operator in pursuance of the agreement as defined more elaborately in Volume I of the RFP in relation to the Pilot Phase, Implementation Phase and the Operations and Maintenance Phase and includes all documents related to the solution user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines such as digital certificate/PKI related, data migration related, *inter alia* payment and/or process related source code and all its modifications;

"Effective Date" means the date on which this MSA is executed;

"Intellectual Property Rights" means and includes all rights in the Bespoke Software, its improvements, upgradations, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software's, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein;

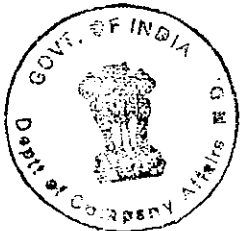
"MCA Data" means all proprietary data of MCA generated out of MCA21 operations and transactions, documents and related information including but not restricted to user data which the Operator obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement or the SLA;

"MCA21" the project titled DCA21 stands rechristened as MCA21 and wherever the expressions "DCA21" and "DCA" have been used in the RFPs, and all other related documents referred to in this agreement may be read as "MCA21" and "MCA" respectively;

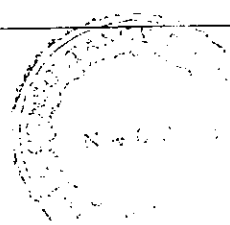
"Performance Guarantee" shall mean the guarantee provided by a Nationalized Bank in favour of the Operator for an amount equal to 10% of the total amount payable to the Operator during the entire term of the Project, excluding the cost of the Bespoke Software and the cost of data digitization and migration;

"Pilot" means the provision of Services to MCA21 Stakeholders adopting the solution developed and deployed in Coimbatore and New Delhi respectively, which is a representative subset of the entire geographical coverage agreed under the contract, based on defined and agreed scope of work, deliverables and the SLA;

"Pilot Completion Date" mean the two dates on which the Deliverables for the Pilot phase, which include the Pilot at Coimbatore and at New Delhi respectively and as defined more elaborately in Clause 6.2 of the Volume I of the RFP in relation to the Pilot phase are accepted and certified in accordance with the acceptance criteria stated in



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Article 1.2.7 of this Agreement, by the agency nominated by MCA as per Clause 9 of the Volume I of the RFP;

"Project/ MCA21" means Pilots, Project Implementation and Operation and Maintenance in terms of the SLA;

"Project Engagement Definition" means a written document in the form of a purchase order or a letter of engagement issued to the Operator by MCA to evidence the Parties' intention to engage Operator to provide Services to MCA under the SLA in accordance with this Agreement and to describe the services to be performed including a Statement of Work;

"Project Implementation" means Project Implementation as per the testing standards and acceptance criteria prescribed by MCA in terms of Article 1.2.7;

"Project Implementation Completion Date" means the date on which the acceptance testing of the Project has been successfully completed on all sites.

"Proprietary Information" means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by Third Parties to, a Party hereto prior to its being made available under this Agreement, the SLA, a Statement of Work under the SLA or a Project Engagement Definition;

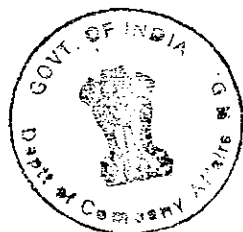
"Replacement Operator" means any third party that MCA may appoint to replace Operator upon expiry of the Term or other termination of this Agreement or the SLA to undertake the Services or part thereof;

"Required Consents" means the written consents, clearances and licences to use MCA's Intellectual Property Rights, rights and other authorisations as may be required to be obtained for the software and other items that MCA are required to make available to Operator pursuant to this Agreement or the SLA or Project Engagement Definition;

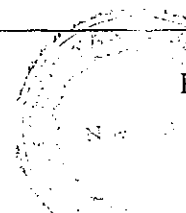
"Service level" means the level of service and other performance criteria which will apply to the Services as set out in any applicable Project Engagement Definition;

"Service Level Agreement (SLA)" means the Operation and Maintenance SLA, executed by and between Ministry Of Company Affairs and Tata Consultancy Services Ltd;

"Services" means the services delivered to the Stakeholders of MCA, namely, the companies, businesses, financial institutions, MCA, employees of MCA and to



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professionals, investors and citizens, using the tangible and intangible assets created, procured, installed, managed and operated by the Operator including the tools of information and communications technology and includes but is not limited to the list of services specified in Clause 2.2 of Volume I of the RFP,

"Stakeholders" means the citizen, business/s, financial institutions, professionals, MCA, employees and the Government;

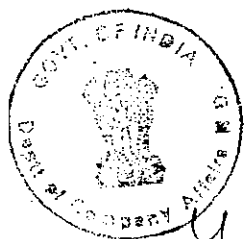
"Third Party Systems" means Systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which Operator has been granted a license to use and which are used in the provision of Services;

1.1.2. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.

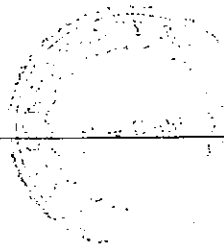
1.1.3. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.

1.1.4. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Agreement as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this Agreement. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. Where, because of a difference in time zone, the calendar day or calendar month in one Country differs from another Country, then the calendar day or calendar month shall be deemed to be the calendar day or calendar month applicable to India. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated. Any reference to attorneys' fees shall include fees of the professional assistants of such attorneys.

1.1.5. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.



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1.2. STRUCTURE

1.2.1. This Agreement shall operate as a legally binding services agreement specifying the master terms which apply to the Parties under this Agreement and to the provision of the Services by the Operator to MCA under the duly executed SLA.

1.2.2. The Parties shall execute the SLA where required to implement a Project Engagement Definition.

1.2.3. The SLA in respect of the Operation and Maintenance is being entered into concurrently with this Agreement between Operator and MCA. In respect of any future SLAs entered into between the Parties, each of the Parties shall observe and perform the obligations set out herein.

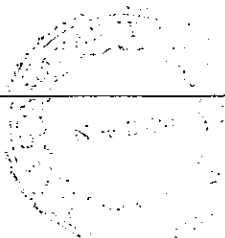
1.2.4. In the event of a change of management of the Operator as stated in Article 5.2 of this Agreement during an active Project Engagement Definition, Operator shall promptly notify MCA of the same and in the event that the net worth of the surviving entity is less than that of Operator prior to the change of management, the MCA may within 30 days of the MCA becoming aware of the change in management, require a replacement of existing Performance Guarantee furnished by the Operator from a guarantor acceptable to the MCA (which shall not be Operator or any of its associated entities). If such a guarantee cannot be obtained within 30 days of the MCA becoming aware of the change in management, the MCA may exercise its right to terminate the SLA within a further 40 days by written notice, to become effective when specified in such notice. It is clarified here that MCA will also have the option to simply terminate the SLA, if required in the manner stated in Article 5.2 in case of change of management of the Operator. Pursuant to termination, the consequences of termination as set out in Article 5A.2 will become effective. The internal reorganization of the Operator shall not be deemed an event of a change of management for purposes of this Article 1.2.4 unless the surviving entity is of less net worth than the predecessor entity.

1.2.5. The SLA shall be a separate divisible contract in respect of this Agreement.

1.2.6. Each project engagement under the SLA will be defined in a Project Engagement Definition. The Parties will establish the terms of each Project Engagement Definition in accordance with the terms of the SLA.



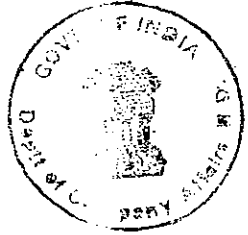
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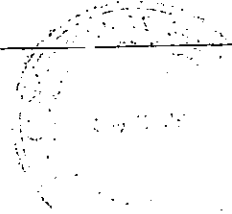
1.2.7. The project engagement which includes the Pilot Phase and the Project Implementation Phase will be governed by the acceptance and testing criteria which will have the MCA and/or a technically competent agency or agencies for conducting the acceptance and testing certifications simultaneously with the triggering of the Pilot phase in the manner detailed herein below:

- a. MCA will nominate a technically competent agency/person for conducting acceptance testing and certification.
- b. The agency/person will lay down a set of guidelines following internationally accepted norms and standards for testing and certification in all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and subsystems, coding, testing, business process description, documentation, version control, change control, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and this Agreement.
- c. The agency/person will be involved with Project early in the development stage to ensure that the guidelines are being followed and to avoid large scale modifications pursuant to testing done after the application is fully developed.
- d. The agency/person nominated by the MCA can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects.
- e. The agency/person will establish appropriate processes for notifying the Operator of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Operator to take corrective action.
- f. Such an involvement of and guidance by the agency/person will not, however, absolve the Operator of the fundamental responsibility of designing, developing, installing, testing and commissioning the various components of the Project to deliver the services in perfect conformity with the SLA and other Project Engagement Definition/s.



1.2.8. The MCA21 is designed in such a manner that independent Service Access Providers may access the backend of the MCA21 systems through the proposed MCA Gateway,

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adopting standard interfaces published by MCA and can deliver services contemplated under MCA21 or such other value-added services as may be demanded by the market conditions. The Operator shall facilitate the operations of such Service Access Providers during the Term of this Agreement.

1.3. CONDITIONS PRECEDENT

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out in Articles 1.3.1 and 1.3.2 on the same date as the completion of the Pilots at Coimbatore and New Delhi. However, the MCA may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Operator.

1.3.1. Conditions Precedent for the Operator

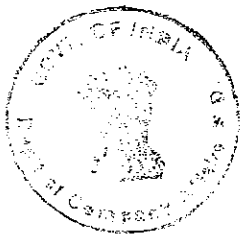
The Operator shall have to fulfill two stages of Conditions Precedent which are as follows:

Stage I

- a. provided Performance Security/Guarantee and other guarantees' payments to the MCA; and
- b. provided the MCA certified true copies of its constitutional documents and board resolutions authorising the execution, delivery and performance of this Agreement to the MCA; and
- c. the obligations of the Parties under this Agreement shall commence from the completion of the Condition Precedent set forth in stage I.

Stage II

- a. Shall have completed the testing, operation and commissioning of the Pilots at Coimbatore and New Delhi respectively by the Pilot Completion Dates and providing the Services to the Stakeholders in conformity to this Agreement, successfully and to the satisfaction of MCA as stated in Governance Schedule; and
- b. obtain certificates of compliance within 12 Weeks from the Pilots Completion Dates to ensure that the aforesaid Condition Precedent as set forth in stage II has been duly satisfied (the "Certificates of Compliance"); and



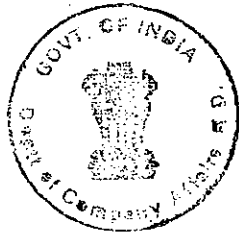
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- c. the financial obligations of MCA as per the MSA will trigger off after the Acceptance Test and Certification of the Pilots at Coimbatore and New Delhi have been obtained by the Operator and duly furnished to MCA.

1.3.2. Non-Fulfillment of Conditions Precedent

- a. In the event that any of the Conditions Precedent relating to Operator has not been fulfilled and the same has not been waived by MCA fully or partially, this Agreement shall cease to have any effect as of that date.
- b. In the event that the Agreement fails to come into effect on account of non-fulfillment of the Operator's Conditions Precedent, the MCA shall not be liable in any manner whatsoever to the Operator and the MCA shall forthwith forfeit the Performance Guarantee.
- c. In the event that vacant possession of any of the MCA facilities and/or MCA Data has been delivered to the Operator prior to the fulfillment in full of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to the MCA, free and clear from any encumbrances or claims.
- d. Instead of terminating this Agreement as provided in paragraph 1.3.2(a) above, the Parties may extend the time for fulfilling the Conditions Precedent and the Term of this Agreement by mutual agreement. It is clarified that any extension of time shall be subject to imposition of penalties on the Operator linked to the delay in fulfilling the Conditions Precedent.



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ARTICLE II : INITIALISATION PHASE

2.1 SCOPE OF CONTRACT

This Agreement shall govern the provision of the contracted professional services under the SLA to MCA. All such services will be included in this Agreement through Project Engagement Definitions under the SLA. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and exhibits as required, under this Agreement for each engagement.

2.2 COMMENCEMENT AND DURATION OF THIS AGREEMENT

This Agreement shall commence from the Effective Date and shall continue for a period of six years from the Project Implementation Completion Date (hereinafter the "Term"). Time shall be the essence of this contract as well as of SLA.

2.3 SCOPE AND PROVISION OF SERVICES

2.3.1 The provision of Services to the Stakeholders with certainty and speed is the essence of the Agreement between the Parties.

2.3.2 The Operator represents that it is a competent provider of a variety of information technology and business process management services. Operator will keep abreast of the relevant technical, managerial and operational requirements applicable to the provision of the Services and best practices in this area and will share their knowledge with MCA regarding matters which would assist MCA in its use of the Services, provided that Operator shall not be obligated to share other client information or Confidential Information of Operator not relevant to this Agreement.

2.3.3 The Services shall be performed by the Operator pursuant to project engagements under the SLA entered into in accordance with this Agreement.

2.3.4 The Operator shall perform the Services (a) in a good professional manner commensurate with professional industry and technical standards which are generally in effect for international projects and innovations pursuant the eon similar to those contemplated by this Agreement, (b) so as to comply with the applicable Service Levels if any in accordance with the terms of the applicable Project Engagement Definition and (c) in a manner adaptable to the Common Operating Environment.



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2.3.5 The Parties shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except by the prior written agreement of MCA and Operator in accordance with the Change Control Schedule. Save for the express terms of the Terms of Payment Schedule, MCA and its users shall be obliged to purchase any particular category of Services that may become necessary as per the Change Control Schedule, without the need to go for a separate procurement process.

2.3.6 In providing the Services, the Operator shall ensure not to cause any unnecessary disruption to MCA's normal business operations.

2.3.7 No Party to this Agreement or to the SLA will at any time perform, or omit to perform, any act which they are aware, at the time of performance, will place the other Party in default under any insurance policy, mortgage or lease governing activities at any location provided by the MCA.

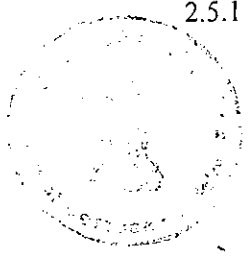
2.4 COMMENCEMENT AND DURATION OF SERVICE LEVEL AGREEMENT

2.4.1 The Operation and Maintenance SLA will commence from the date when the Project Implementation has been completed to the satisfaction of MCA and certified in accordance with the terms of this Agreement and shall run for a period of 6 (six) years unless terminated as provided herein. However, for the Pilots, the Operation and Maintenance SLA will commence from the date of Acceptance Test and certification of both the Pilots.

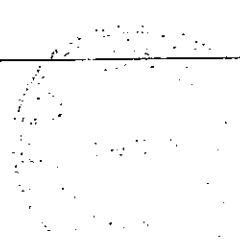
2.4.2 The SLA shall commence on the date on which it is fully executed by the MCA and the Operator and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this Agreement expires or terminates for any reason.

2.5 APPROVALS AND REQUIRED CONSENTS

2.5.1 The Parties shall cooperate to procure, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the Operator to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided.



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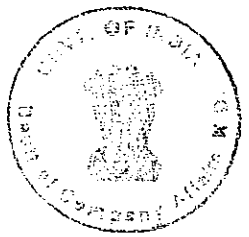
2.5.2 Both parties will give each other all co-operation and information reasonably required to meet their respective obligations under this Agreement.

2.5.3 MCA shall use reasonable endeavours to assist Operator obtain the Required Consents. In the event that any Required Consent is not obtained, the Operator and MCA will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the MCA to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the Operator shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the Operator's obligations are dependent upon such Required Consents.

2.6 USE AND ACQUISITION OF ASSETS

2.6.1 During the Term the Operator shall:

- i. take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned by the Operator exclusively in terms of the delivery of the Services as per this Agreement (hereinafter the "Assets") in proportion to their use and control of such Assets which will include all upgradation/ enhancements and improvements to meet the current needs of the Project; and
- ii. keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) and/or the intangible Assets suitably upgraded subject to the relevant standards as stated in Volume I of the RFP as at the date the Operator takes control of and/or first uses the Assets and during the entire Term of the Agreement. Pursuant to technological obsolescence, upgradation will be required. Upgradation will be of two kinds namely, that which occurs during the routine course of operations and that which requires Replacement Investment. The latter kind of upgradation would be undertaken at the end of every three years of operations in accordance with the specifications set out in Volume I of the RFP; and
- iii. ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Operator will be followed by the Operator and any person who will be responsible for the use of the Assets; and



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- xv. train the team identified by MCA, which will be in place during hand-holding and it will be responsible for trouble shooting all post- implementation and maintenance activities; and
- xvi. a sign off from MCA at each stage is essential to close for each of the above considerations.

2.7 ACCESS TO MCA LOCATION

2.7.1 For so long as the Operator provides Services from any MCA location on a non-permanent basis and to the extent necessary for the Operator to provide the Services MCA shall, subject to compliance by the Operator with any safety and security guidelines which may be provided by MCA and notified to the Operator in writing, provide the Operator with:

- i. reasonable access, in the same manner granted to MCA employees, to MCA location twenty-four hours a day, seven days a week; and
- ii. access to office equipment as mutually agreed and other related support services in such location and at such other MCA location, if any, as may be reasonably necessary for the Operator to perform its obligations hereunder and under the SLA.

2.7.2 Locations and items shall be made available to the Operator on an "as is, where is" basis by the MCA. The Operator agrees to ensure that its employees, agents and contractors do not use the location, services and items referred to in Technical Form 2 and Annexure 3, Volume I of the RFP:

- i. for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- ii. in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).



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ARTICLE III : MANAGEMENT PHASE

3.1 GOVERNANCE

The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule and shall cover all the management aspects as set out in Clause 5 of the RFP Volume I.

3.2 USE OF SERVICES

3.2.1 MCA will undertake and use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA that may be agreed by the Parties from time to time.

3.2.2 MCA shall be responsible for the operation and use of the Deliverables resulting from the Services.

3.3 CHANGES

Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement or under or to the SLA shall be dealt with in accordance with the Change Control Schedule.

3.4 SECURITY AND SAFETY

3.4.1 Operator will comply with the directions issued from time to time by MCA and the standards relating to the security and safety as stated in the RFP Volume I, insofar as it applies to the provision of the Services.

3.4.2 Each Party to the SLA shall also comply with MCA's information technology security and standards, policies in force from time to time at each location of which MCA makes the Operator aware in writing insofar as the same apply to the provision of the Services.

3.4.3 The Parties to the SLA shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorised persons (including unauthorised persons who are employees of any Party) either to gain access to or interfere with MCA's data, facilities and/or Confidential Information.



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3.4.4 The Operator shall upon request by MCA or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

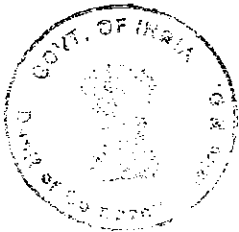
3.4.5 The Parties under the SLA shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at MCA's Facilities.

3.5 CO-OPERATION

3.5.1 Except as otherwise provided elsewhere in this Agreement or the SLA, each Party ("Providing Party") to this Agreement or to the SLA undertakes promptly to provide the other Party ("Receiving Party") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

- i. does not require expenditure by the Providing Party to provide; and
- ii. is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA; and
- iii. is not Confidential Information; and
- iv. is capable of being provided by the Providing Party.

3.5.2 Each Party agrees to co-operate with the contractors and sub-contractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement



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ARTICLE IV : FINANCIAL ISSUES

4.1 TERMS OF PAYMENT AND SERVICE CREDITS AND DEBITS

4.1.1 In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the MCA shall pay the Operator for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule.

4.1.2 All payments are subject to the application of service credits and debits as may be provided for in any applicable Project Engagement Definition. It is clarified here that MCA will pay the service credits as stated in accordance with the Terms of Payment Schedule and MCA can also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule as a result of the failure of the Operator to meet the Service Level under the affected Project Engagement Definition, such sum being determined in accordance with the terms of the Project Engagement Definition.

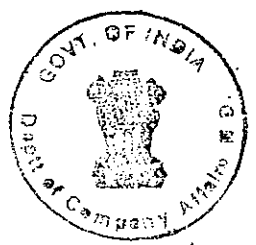
4.1.3 Except as otherwise provided for herein or as agreed between the Parties in writing, MCA shall not be required to make any payments in respect of the Services other than those covered by the terms of payment as stated in the Terms of Payment Schedule.

4.2 INVOICING AND SETTLEMENT

The provisions of the Invoicing Schedule shall apply.

4.3 TAX

4.3.1 MCA shall deduct and withhold taxes as per applicable law from the amounts due and payable to the Operator. The Operator shall pay for all other taxes in connection with this Agreement, SLA, SOWs and any other Project Engagement Definition including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties. MCA shall provide Operator with the original tax receipt of any withholding by MCA on payments under this Agreement. The Operator agrees to reimburse and hold MCA harmless from any deficiency (including penalties and interest) relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among MCA, the Operator and third party sub contractors.



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4.3.2 In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term of the Agreement the consequential effect shall be to the account of the Operator.

4.3.3 The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with (i) any resale certificates, (ii) any relevant information regarding out-of-state or use of materials, equipment or services and (iii) any direct pay permits, exemption certificates or information reasonably requested by the other Party.



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ARTICLE V : BREACH AND RECTIFICATION

5.1 In the event that either Party believes that the other is in breach of its obligations under this Agreement or the SLA or Project Engagement Definition under this Agreement, such aggrieved Party may terminate this Agreement or the SLA or Project Engagement Definition upon notice to the other Party. Any notice served pursuant to this Article 5.1 shall give reasonable details of the breach, which could include the following events and the termination will become effective:

- a. If there is breach which translates into default in providing Services by the Operator as per the SLA, Project Engagement Definition, SOW and this Agreement, during the months of October and November of any given year ("Peak Period"), then MCA will give the Operator a period of 7 days to rectify this breach. In case the breach continues, after the notice period, MCA will have the option to terminate the Agreement.
- b. If there is breach which translates into default in providing Services by the Operator as per the SLA, Project Engagement Definition, SOW and this Agreement, in a non Peak Period (i.e. during all months of the year except October and November), the MCA will give the Operator a period of 30 days to rectify the breach. In case the breach continues, after the notice period, MCA will have the option to terminate the Agreement.
- c. In the case of a breach on items 3, 5, 13, 14, 15 and 16 of Appendix A of SLA, the Operator shall be given a period of 7 days to rectify this breach irrespective of the period in which it occurs (i.e. Peak or non Peak) failing which the notice to terminate would be issued to the Operator.
- d. If there is a delay, because time is the essence of the contract, in the Project Implementation Phase by the Operator prior to the acceptance testing and certification stage, MCA may forthwith terminate this MSA. Further, MCA may also involve the Performance Guarantee of the Operator.
- e. If there is a breach by MCA which results in terms of not handing over the location in time, not providing support for effecting data migration and/or not providing the certification of both the Pilots and the Implementation Phase, then the Operator will give 30 days notice for curing the breach. In the event the breach continues the Operator will have the option to terminate the Agreement.



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5.2 Where a change of management of the Operator has occurred whereby the Operator has merged, amalgamated or been taken over, due to which the majority shareholding of the Operator has been transferred to another entity, the MCA can by a 70 days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.

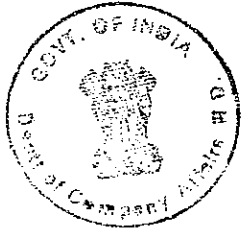
5.3 The result of termination in accordance with Article 5.1 and 5.2 shall be the same as applicable in Article 5A.1.2 and 5A.1.3 of this Agreement.

5A TERMINATION

5A.1 TERMINATION OF THIS AGREEMENT AND THE SLA

5A.1.1 MCA may serve written notice on Operator at any time to terminate this Agreement with immediate effect in the event that:

- i) Operator shall in the event of receiving credible information or evidence of any unpaid charge, lien or mortgage likely to reduce financial credibility and impending bankruptcy immediately inform MCA at least 180 days in advance of such a development;
- ii) Conversely if MCA apprehends a similar event regarding the Operator, they also can exercise their right of termination in the manner stated hereinabove.



5A.1.2 On termination of this Agreement for any reason, the SLA shall automatically terminate forthwith and the concerned MCA's nominated agencies will decide the appropriate course of action.

5A.1.3 The termination provisions set out in Article V and VA of this Agreement shall apply *mutatis mutandis* to the SLA and "this Agreement" shall be deemed to refer to the SLA.

5A.2 EFFECTS OF TERMINATION

5A.2.1 In the event that MCA or the Operator, terminates this Agreement pursuant to Article 5.1 and depending on the event of default, compensation will be decided in accordance with the Terms of Payment Schedule.

5A.2.2 Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule.

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ARTICLE VI : PROTECTION AND LIMITATIONS

6.1 WARRANTIES

6.1.1 Operator warrants and represents to MCA that:

- i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
- ii. this Agreement is executed by a duly authorised representative of Operator;
- iii. it shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with Article 2.3.

6.1.2 In the case of the SLA, the Operator warrants and represents to the MCA, that:

- i. the Operator has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLA and to provide the Services;
- ii. the SLA has been executed by a duly authorised representative of the Operator;
- iii. the Operator is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with Article 2.3;
- iv. the Services will be provided and rendered by appropriately qualified, trained and experienced personnel;
- v. Operator has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services;
- vi. the Services will be supplied in conformance with all applicable laws, enactments, orders and regulations;
- vii. Operator will use its reasonable endeavours to ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services, save for the Assets, are operational and functional; and
- viii. if Operator uses in the course of the provision of the Services components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's warranties relating to



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those components, equipment, software and hardware to the extent possible. In the event that such warranties cannot be enforced by MCA, the Operator will enforce such warranties on MCA's behalf and pass on to MCA the benefit of any other remedy received in relation to such warranties.

6.1.3 Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Operator is unable to meet the obligations pursuant to the implementation of the Pilots, Projects, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, MCA will have the option to invoke the Performance Guarantee after serving a written notice fifteen days in advance on the Operator.

6.2 THIRD PARTY CLAIMS

6.2.1 Subject to Article 6.2.2. below, Operator (the "Indemnifying Party") undertakes to indemnify MCA (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA.

6.2.2 The indemnities set out in Articles 6.2.1 shall be subject to the following conditions:

- i. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, reasonably participate, through its attorneys or otherwise, in such Defence;
- iii. if the Indemnifying Party does not assume full control over the Defence of a claim as provided in this Article, the Indemnifying Party may participate in such Defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;



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- iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without prior written consent of the Indemnifying Party;
- v. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vi. the Indemnified Party shall endeavour to take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
- vii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

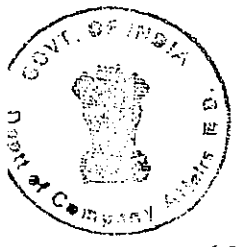
6.3 LIMITATION OF LIABILITY

6.3.1 There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property.

6.3.2 Neither this Agreement nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLA, as the case may be.

6.3.3 Any claim or series of claims arising out of or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of 3 years from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.

6.3.4 MCA shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.



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6.4 FORCE MAJEURE

6.4.1 Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike and lockouts (but not limited to the establishment of operator), acts of government, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article 6.4.1.

6.4.2 The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars details in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.

6.4.3 In the event the Force Majeure substantially prevents, hinders or delays the Operator's performance of Services necessary for the operation of MCA's critical business functions for a period in excess of 5 days, MCA may declare that an emergency exists. MCA will issue a notice to the Operator to resume normal services at all affected sites and for all operations within a period of seven days. In the event that the Operator is not able to resume services within next 7 days, MCA may terminate the Agreement and/or obtain substitute performance from an alternate supplier. However, the event of Force Majeure is to be reviewed under two categories i.e. prior to commencement of operations and post commencement of operations respectively.

6.4.4 Prior to commencement of operations

If the event of Force Majeure occurs prior to commencement of operations and continues for a period in excess of five days, then MCA will grant a period of 7 days to the Operator to resume normal services under this Agreement. In case the default continues, then MCA may discuss the issue with the Operator and revise the existing timelines for the Project. If the Operator, does not complete the Project Implementation in accordance with the revised timelines, MCA will have the option to invoke the Performance Guarantee and/or terminate this Agreement.



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6.4.5 Post commencement of operations

If the event of Force Majeure post commencement of operations and continues for a period in excess of five days, then MCA will grant a period of 7 days to the Operator to resume normal services under this Agreement. In case the default continues, MCA may grant an extension of time to the Operator for rectifying the situation. However, MCA will deduct for each day of the extension period a percentage of the Equated Quarterly Installment proportionate to the number of days and the affected areas/s from the next payable Equated Quarterly Installment as estimated by the independent project monitoring agency appointed by MCA. If there is any further delay despite the extended period, MCA will have the option to invoke the Performance Guarantee and/or terminate the Agreement.

6.4.6 All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule.

6.4.7 Notwithstanding the terms of this Article 6.4, the failure on the part of the Operator under the SLA or Project Engagement Definition under the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the SLA or Project Engagement Definition against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

6.5 DATA PROTECTION

6.5.1 In the course of providing the Services the Operator may be compiling, processing and storing proprietary MCA Data relating to the users.

6.5.2 Operator and each user is responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the MCA Data.

6.5.3 The Operator is required to perform or adhere to only those security measures concerning the MCA Data which were in place (i) as of the Effective Date; and (ii) those made available to it in writing from time to time in accordance with a Project Engagement Definition in the SLA.

6.5.4 As a processor of MCA Data, the Operator will process MCA Data in accordance with the Project Engagement Definition under the SLA.



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- 6.5.5 The Operator shall not transfer any MCA Data across a country border unless otherwise authorised in writing by MCA in this regard.
- 6.5.6 MCA's decision shall be final and binding with regard to determining any transfer by the Operator in accordance with Article 6.5.5, MCA Data across a country border under the SLA.
- 6.5.7 Upon reasonable written request from a Party to the SLA, the other Party to the SLA will provide the requesting Party with such information that it has regarding the MCA Data and its processing which is necessary to enable the requesting party to comply with its obligations under this Agreement and the SLA and the applicable data protection law or regulation.

6.5A. CONFIDENTIALITY

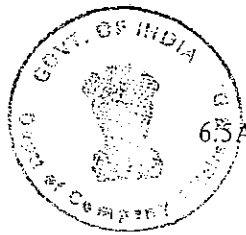
- 6.5A.1 MCA may allow the Operator to come into possession of highly confidential public records whereupon the Operator shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- 6.5A.2 Additionally, the Operator shall keep confidential without any disclosure of all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 6.5A.3 MCA shall retain all rights to prevent, stop and, if required, take the necessary action punitive or otherwise against the Operator regarding any forbidden disclosure.
- 6.5A.4 The Operator shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the MCA, with respect to this Project.

6.5A.5 The aforesaid provisions shall not apply to the following information:

- i) already in the public domain; and
- ii) which has been received from a third party who had the right to disclose the aforesaid information; and
- iii) disclosed due to a court order.

6.6 AUDIT, ACCESS AND REPORTING

6.6.1 The Parties shall comply with the Audit, Access and Reporting Schedule.



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6.6.2 The Operator shall on request allow access to MCA to all information which is in the possession or control of the Operator which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.



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ARTICLE VII : INTELLECTUAL PROPERTY

7.1 INTELLECTUAL PROPERTY

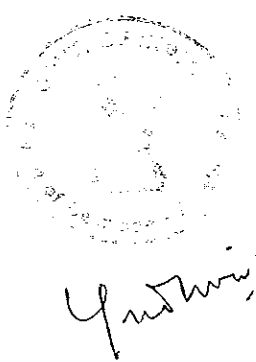
7.1.1 Except to the extent otherwise expressly provided in this Agreement, the MCA has and shall retain exclusive intellectual property rights to the forms and the compilations of the MCA and nothing herein shall be construed or deemed to grant to the Operator any right, title, licence, sub-licence, proprietary right or other claim against or interest in, to or under (whether by estoppel, by implication or otherwise) to the aforesaid MCA's rights.

7.1.2 Without limiting the generality of Article 7.1.1 and except to the extent otherwise expressly agreed by the Parties to this Agreement or the SLA in writing, nothing contained in this Agreement or the SLA shall or will be construed or deemed to grant to the Operator any right, title, licence or other interest in, to or under (whether by estoppel, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of MCA.

7.1.3 Subject to any sole or exclusive rights granted by MCA to a third party prior to the Effective Date, MCA grants to the Operator and any permitted sub-contractors to the Operator solely for use in their performance of Services for MCA, non-exclusive, paid-up, licence during the Term of this Agreement but not the right to sub-licence, to use the MCA Data including the right to copy, perform, display, execute, reproduce, modify, enhance and improve the MCA Data to the extent reasonably necessary or useful for the provision of Services hereunder.

7.1.4 Operator shall not use the MCA Data to provide services for the benefit of any third party or himself, including without limitation as a service bureau.

7.1.5 Operator shall indemnify, defend and hold harmless MCA and their respective officers, employees, from and against any and all losses arising from any claims with regard to any Deliverable (or the access, use or other rights thereto) created by Operator pursuant to this Agreement, the SLA and/or any Project Engagement Definition under the SLA or any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by Operator or sub-contractors to the Operator pursuant to this Agreement the SLA or a Project Engagement Definition under the SLA (i) infringes a copyright enforceable in the country of the MCA, (ii) infringes

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a patent issued in the country of the SLA, or (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of the country of the SLA (collectively, "Infringement Claims"); provided, however, that this Article 7.1.5 will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) MCA; (B) third parties (i.e., other than Operator or Operator's sub-contractors) at the direction of MCA.

7.1.6 MCA shall have no liability or obligation towards Operator or any other Party under Article 7.1.5 above to the extent the Infringement Claim is based upon any use of the equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) for the benefit of any Party (including any use by Operator outside the scope of the Services) other than for MCA.

7.1.7 Notwithstanding any provisions of this Agreement to the contrary, the foregoing remedies constitute the Parties' sole and exclusive remedies and each Party's entire liability, with respect to Infringement Claims.

7.1.8 If Operator uses in the course of the provision of the Services any Third Party System it will use all commercially reasonable endeavours to pass through to MCA such third party's warranties relating to such Third Party Systems. In the event that such warranties cannot be passed through to or enforced by MCA, the Operator will enforce such warranties on MCA's behalf and account to the MCA for so doing.

7.1.9 All rights, title and interest in and to, and ownership in, Proprietary Information of MCA which is provided to Operator, and all modifications, enhancements and other derivative works of such MCA Proprietary Information ("MCA Proprietary Information"), as a result of Services rendered by the Operator hereunder shall remain solely with MCA. Operator shall be entitled to use such MCA Proprietary Information only during the Agreement Term and only for the purposes of providing the Services or to the extent necessary for Operator's normal operational, repair and maintenance purposes related to the Services. MCA shall retain ownership of all Intellectual Property Rights related to MCA Proprietary Information.

7.1.10 All rights, title and interest in and to, and ownership in, Proprietary Information of Operator which is provided to MCA, and all modifications, enhancements and other derivative works of such Operator Proprietary Information ("Operator Proprietary Information"), shall remain solely with Operator. The Operator will upon the award of the

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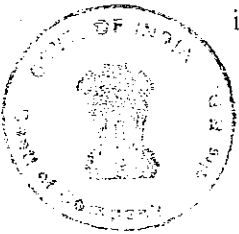
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Project by MCA in its favour, declare the status of all the Operator Proprietary Information along with documentary support sufficient to establish its sole legal rights in the aforesaid Proprietary Information to MCA. This Proprietary Information shall refer to that which has been owned by the Operator prior to commencement of the MSA. Additionally, any software that may be acquired from third parties during the term of the MSA and that which may be developed by the Operator during the course of the Agreement specifically for MCA shall also not be considered as Operator Proprietary Information by the MCA. MCA shall be entitled to use such Operator Proprietary Information only in connection with the Services or to the extent necessary for MCA's normal operational, repair and maintenance purposes related to the Services. To the extent that the Operator Proprietary Information is incorporated within the Deliverables, Operator and its employees engaged hereby grant to MCA a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to MCA, and prepare from them, use and copy derivative works for the benefit of and internal use of MCA such Operator Proprietary Information. MCA's rights pursuant to the preceding sentence include the right to disclose such Operator Proprietary Information to third party contractors solely for use on MCA's behalf provided that all such third party contractors execute, deliver and comply with any customary confidentiality and nondisclosure agreements reasonably required by MCA.

7.1.11 With respect to ownership of the Deliverables, the Parties agree that the following shall apply:

- i. The Deliverables shall be identified as being either: Category A Deliverables and Category B Deliverables in the Project Engagement Definition. If not so identified, the Deliverables shall be considered Category A Deliverables for the purposes of this Agreement.
- ii. **Category A Deliverables** are those Deliverables provided to MCA by Operator during the course of its performance under this Agreement, the SLA and/or a Project Engagement Definition which includes but is not limited to Bespoke Software as defined in this Agreement in which subject to the foregoing provisions of this Article 7.1.11, all right, title and interest in and to such Deliverables, shall, as between Operator and MCA, immediately upon creation vest in MCA. To the extent that the Operator Proprietary Information is incorporated within the Deliverables, Operator and its employees engaged hereby grant to MCA a worldwide, perpetual,



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irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to MCA facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of MCA of such Operator Proprietary Information.

- iii. **Category B Deliverables** are those Deliverables provided to MCA by Operator during the course of its performance under this Agreement, the SLA in which Operator retains the rights to but grants to MCA, subject to the foregoing provisions of this Article 7.1.11 a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to the Deliverables including the right to use, copy, modify (or have modified), transport to MCA at the locations provided by MCA, and prepare from them, use and copy derivative works for the benefit of and internal use of MCA. If Operator proceeds to apply for, or assign to any third party, any patent rights relating to such Category B Deliverables, Operator will ensure that MCA's rights as provided herein are preserved.

7.1.12 MCA hereby grants to Operator a non-exclusive right and license to access and use the MCA Proprietary Information solely for the purpose of providing Services to MCA. Such right and license shall terminate upon the expiration or termination of this Agreement.

7.1.13 Upon the expiration or any termination of this Agreement (and also in respect of the SLA), Operator shall undertake the actions set forth below in this Article 7.1.13 to assist MCA to procure replacement services equivalent to Services provided hereunder.

- i. Further Operator undertakes to negotiate in good faith with MCA and any relevant Replacement Operator in respect of commercial terms applying to all Operator Intellectual Property Rights and which MCA and any relevant Replacement Operator require to enable them to provide or receive services or substantially equivalent to the Services hereunder
- ii. In respect of Operator third party Intellectual Property Rights, Operator undertakes to assist MCA to secure such consents or licenses from such third parties as are necessary to enable MCA to receive services equivalent or substantially equivalent to the Services hereunder. The obligations of the Operator under this Article 7.1.13 (ii) shall be considered part of the services performed by the Operator under the Exit Management Services.



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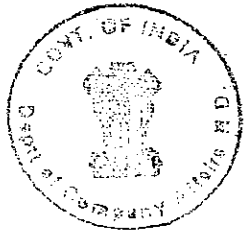
ARTICLE VIII: MISCELLANEOUS

8.1 CONFIDENTIALITY

8.1.1 The Operator recognises that during the term of this Agreement and the SLA, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Operator. Disclosure or usage of the data by any such recipient may constitute a breach causing harm not only to the company whose data is used but also to its shareholders, directors and other officers. The function of the MCA requires the Operator, its Subcontractors and agents to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in the MCA receiving a right to seek injunctive relief and damages without any limit, from the Operator.

8.1.1 Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement or the SLA (the "Discloser") to the other Party to this Agreement or the SLA (the "Recipient"):

- i. to take such steps necessary to protect the Discloser's Confidential Information from unauthorised use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care; and
- ii. to use such Confidential Information only for the purposes of this Agreement or the SLA or as otherwise expressly permitted or expressly required by this Agreement or the SLA or as otherwise permitted by the Discloser in writing; and
- iii. not, without the Discloser's prior written consent, to copy the Confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement or the SLA, or as required in connection with Recipient's use as permitted under this Article 8.1.2, or as needed for the purposes of this Agreement or the SLA, provided that any proprietary legends and notices (whether of the Discloser or of a Third Party) are not removed or obscured; and
- iv. not, without the Discloser's prior written consent, to disclose, transfer, publish or communicate the Confidential Information in any manner to any person except as permitted under this Agreement or the SLA.



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8.1.2 The restrictions of this Article 8.1.3 shall not apply to Confidential Information that:

- i. is or becomes generally available to the public through no breach of this Article 8.1.3 by the Recipient; and
- ii. was in the Recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
- iii. is developed by the Recipient independently of any of Discloser's Confidential Information; and
- iv. is rightfully obtained by the Recipient from third parties authorised at that time to make such disclosure without restriction; and
- v. is identified in writing by the Discloser as no longer proprietary or confidential; or
- vi. is required to be disclosed under law, regulation by Court Order, provided that the Recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

8.1.3 To the extent that such disclosure is required for the purposes of this Agreement or the SLA, either Party may disclose Confidential Information to:

- i. its employees, agents and independent contractors; and
- ii. its professional advisors and auditors, who require access for the purposes of this Agreement or the SLA, whom the relevant Party has informed of its obligations under this Article 8.1.4 and in respect of whom the relevant Party has used utmost reasonable care to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article 8.1.4. Either Party may also disclose Confidential Information to any entity with the other Party's prior written consent.

8.1.4 The provisions of this Article 8.1 shall survive the expiration or any earlier termination of this Agreement.

8.1.5 Confidential Information shall be and remain the property of the Discloser and nothing in this Article 8.1.6 shall be construed to grant either Party any right or licence with respect to the other Party's Confidential Information otherwise than as is expressly set out in this Agreement.



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- 8.1.6 Subject as otherwise expressly provided in this Agreement all Confidential Information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Discloser, or, (ii) termination or expiry of this Agreement or, in respect of the SLA, the termination or expiry of the SLA. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article 8.1.7, a reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.
- 8.1.7 Neither Party is restricted by the provisions of Article 8.1 and 8.2 from using (including using to provide products or perform services on behalf of third parties) any ideas, concepts, know-how and techniques that are related to the Recipient's business activities and which are retained in unaided memories of the Recipient's employees or agents (and not intentionally memorised for the purpose of later recording or use) (collectively, the "Residuals"). This Article 8.1.8 shall not permit the disclosure or use by either Party of any financial (including business plans), statistical, product, personnel or customer data of the other Party. Each Party agrees not to disclose the source of the Residuals.
- 8.1.8 Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this Article 8.1.9 and both shall be entitled to equitable relief, including injunction and specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this Article 8.1.9, but shall be in addition to all other remedies available at law or equity to the damaged Party.
- 8.1.9 In connection with the Services, Operator may from time to time undertake one or more quality assessment reviews for the purpose of improving related MCA projects. In order for such reviews to be frank and candid, for the greatest benefit to both MCA and Operator, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be Confidential Information of Operator which is licensed to MCA for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against Operator related to this Agreement or the Services.

8.2 PERSONNEL

8.2.1 Personnel assigned by Operator to perform the Services shall be employees of Operator, and under no circumstances will such personnel be considered employees of MCA. Operator shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws.

8.2.2 Operator shall use its best efforts to ensure that sufficient Operator personnel are employed to perform the Services, and that such personnel have appropriately sound qualifications to perform the Services. MCA shall have the right to require the removal or replacement of any Operator personnel performing work under this Agreement. In the event that MCA requests that any Operator personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days.

8.2.3 The Operator shall also be responsible to train certain employees of MCA with regard to the Services being provided by the Operator as and when required by MCA during the Term of this Project. The parameters of the training required for these employees of MCA shall be communicated by MCA to the Operator periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.

8.2.4 In the event MCA identifies any Project Engagement Definition personnel of Operator as "Key Personnel" then neither the Operator shall remove such personnel engagement under such Project Engagement Definition without the prior written consent of MCA under the applicable Project Engagement Definition.

8.2.5 Except as stated in this Article 8.2.5, nothing in this Agreement or the SLA will limit the ability of Operator or any Operator freely to assign or reassign its employees; provided that Operator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. MCA shall have the right to review and approve Operator's plan for any such knowledge transfer. Operator shall maintain the same standards for skills and professionalism among replacement personnel as of the personnel being replaced.



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8.2.6 Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA and shall be liable for the acts and omissions of its employees and agents in connection therewith.

8.3 INDEPENDENT CONTRACTOR

8.3.1 Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement or the SLA and nothing in this Agreement or the SLA shall be deemed to constitute any Parties as the agent of any other Party or authorises either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any way whatsoever.

8.4 SUB-CONTRACTORS

8.4.1 Operator shall not subcontract any work related to the data recovery centre, data centre, public key infrastructure and the payment gateway to be performed under this Agreement without MCA's prior written consent. It is clarified that the Operator shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the subcontractors. The Operator undertakes to indemnify the MCA from any claims on the grounds stated hereinabove.

8.5 ASSIGNMENT

8.5.1 All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of MCA, Operator and any assignment or transfer of this Agreement or the SLA or any rights hereunder by either Party shall be strictly prohibited.

8.6 TRADEMARKS, PUBLICITY

8.6.1 Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, provided however that



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Operator may include MCA or its client lists for reference to third parties subject to the prior written consent of MCA. Such approval shall apply to each specific reference and relate only to that reference.

8.7 NOTICES

8.7.1 Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission Along with confirmation in writing within reasonable period.

8.7.2 In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal / registered office address as set out below: :

MCA	TCS
Shri. Y.S. Malik, Joint Secretary Ministry of Company Affairs 5 th Floor, A-Wing Shastri Bhawan, Dr. R.P. Road New Delhi - 110 001 Tel: 011-2338 1226 Fax: 011-2338 9088	Shri Tanmoy Chakrabarty Vice President and Head, Global Government Industry Group 5 th Floor, PTI Building 4,Parliament Street New Delhi -110 001 Tel: 011-5550 6304 Fax: 011-2331 1735

8.7.3 In relation to a notice given under the SLA, shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in Article 8.7.2.

8.7.4 Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).



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8.7.5 Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

8.8 VARIATIONS AND FURTHER ASSURANCE


8.8.1 No amendment, variation or other change to this Agreement or the SLA shall be valid unless authorised in accordance with the change control procedure as set out in the Change Control Schedule and made in writing and signed by the duly authorised representatives of the Parties to this Agreement or the SLA

8.8.2 Each Party to this Agreement or the SLA agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement or the SLA.

8.9 SEVERABILITY AND WAIVER

8.9.1 If any provision of this Agreement or the SLA, or any part thereof, shall be found by any court of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.

8.9.2 No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLA of any right, remedy or provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.



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8.10 COMPLIANCE WITH LAWS AND REGULATION

8.10.1 Each Party to this Agreement and the SLA accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Agreement and the SLA are subject to their respective compliance with all applicable laws and regulations.

8.11 ETHICS

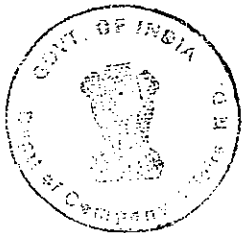
8.11.1 Operator represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of MCA in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of MCA's standard policies and may result in cancellation of this Agreement, the SLA and the Project Engagement Definitions.

8.12 ENTIRE AGREEMENT

8.12.1 This Agreement, the SLA and the Project Engagement Definitions, all schedules appended thereto and the contents and specifications of the Volumes I and II of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.

8.13 SURVIVABILITY

8.13.1 The termination or expiry of this Agreement or the SLA for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.



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ARTICLE IX : DISPUTES AND LAW

9.1 DISPUTE RESOLUTION

9.1.1 Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the informal dispute resolution procedure as set out in the Governance Schedule.

9.1.2 Any unresolved dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs, Ministry of Law & Justice, ("Law Secretary"). The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at New Delhi, India.

9.2 AMENDMENT

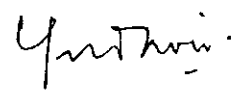

9.2.1 The Parties acknowledge and agree that amendment to this agreement shall be made in writing in accordance with the procedure this Agreement is executed and signed.



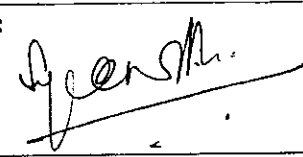
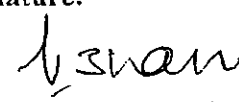

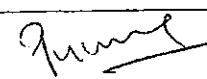
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IN WITNESS WHEREOF the Parties have by duly authorised representatives set their respective hands and seal on the date first above written in the presence of:

MCA	TCS
	
Shri Y. S. Malik	Shri. Tanmay Chakrabarty
Joint Secretary to the Government of India	Vice President & Head – Global Government Industry Practice
New Delhi, March 1, 2005	New Delhi, March 1, 2005

WITNESSES:

MCA	TCS
Signature: 	Signature: 
Witness 1: Shri S. N. Ali	Witness 1: Shri. Vinod Bhan
Director	Vice President – Sales and Marketing
Signature:	Signature: 
Witness 2: Shri Pawan K. Kumar	Witness 2: Shri. Kush Sharma
Director 	Business Development Manager, Global Government Industry Practice
New Delhi, March 1, 2005	New Delhi, March 1, 2005



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1. CHANGE CONTROL SCHEDULE

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement ("MSA"), Project Implementation Phase, Operation and Management SLA and Statement of Works ("SOW"). Such change shall include, but shall not be limited to, changes in the scope of services provided by the Operator and changes to the terms of payment as stated in the Terms of Payment Schedule.

MCA and the Operator recognise that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organising processes and responsibilities without a material effect on the cost. The Operator will endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and MCA will work with the Operator to ensure that all changes are discussed and managed in a constructive manner.

This Change Control Schedule sets out the provisions which will apply to changes to (a) the MSA; (b) the Project Implementation; (c) Operation and Management SLA and; (d) SOWs from the Project Manager appointed in accordance with the Governance Schedule.

CHANGE CONTROL PROCESS

1. CHANGE CONTROL NOTE ("CCN")

1.1 Change requests in respect of the MSA, the Project Implementation, the Operation and Management SLA or SOW will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Appendix 1 hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.

1.2 The Operator and MCA, during the Project Implementation Phase and MCA during the Operations and Management Phase, while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in Volume I of the RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement.

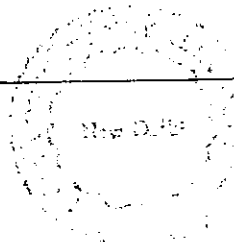
- 1.3 It is clarified here that any change of control suggested beyond 15% of the value of this Project (excluding the cost of Bespoke Software and Data Digitisation and Migration) will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract.
- 1.4 It is hereby clarified that the payment for the change of scope as stated in Clause 1.3 above will be calculated by multiplying the composite manpower rate which means the unit rate for manpower of different skill levels expressed as rupees per composite person month of effort quoted by the Operator in its bid with the estimated effort required and stated in composite person-months to be submitted by the Operator prior to taking up the change of control event and accepted by the MCA.
- 1.5 It is further clarified that in the case of Bespoke Software, 30% of the value of such Bespoke Software, will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract.
- 1.6 It is hereby also clarified that the payment for the change of scope as stated in Clause 1.5 above will be calculated as per the estimated man-month effort for development of the Bespoke Software quoted by the Operator in its bid and stated in a man-month effort to be submitted by the Operator prior to taking up the change of control event and accepted by MCA.



2 QUOTATION

- 2.1 The Operator shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN the Operator shall provide as a minimum:
- 2.1.1 a description of the change; and
- 2.1.2 a list of deliverables required for implementing the change; and
- 2.1.3 a timetable for implementation; and
- 2.1.4 an estimate of any proposed change; and
- 2.1.5 any relevant acceptance criteria; and
- 2.1.6 an assessment of the value of the proposed change to MCA; and

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46

- 2.1.7 material evidence to prove that the proposed change is not already covered within the Scope of the project, SLA, SOW or MSA.
- 2.2 Prior to submission of the completed CCN to MCA, the Operator will undertake its own internal review of the proposal and obtain all necessary internal approvals prior to submission to MCA. As a part of this internal review process, the Operator shall consider the materiality of the proposed change in the context of the MSA, the Project Implementation, Operation and Management SLA and SOWs affected by the change and the total effect that may arise from implementation of the change.
- 2.3 Materiality criteria will be established by the MCA and the Operator's Project Manager. These will be used to assess whether any proposed change is likely to have a potential impact on a Country and regional basis. Changes requiring no escalation of authority can be implemented. Discussion and agreement as to materiality will be held in accordance with the Governance Schedule.

3 COSTS

- 3.1 Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the Operator meets the obligations as set in the CCN. In the event the Operator is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the Operator.

4 REPORTING

Change requests and CCNs will be reported monthly to each Party's Project Managers who will prioritise and review progress.

5 MCA AND THE OPERATOR OBLIGATIONS

The Operator shall be obliged to implement any proposed changes once approval in accordance with Article 2 above has been given, with effect from the date agreed for implementation.



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APPENDIX 1

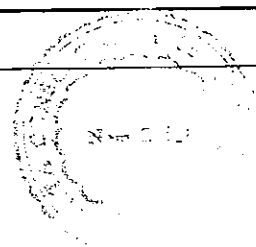
CHANGE CONTROL NOTE

Change Control Note		CCN Number:	
Part A: Initiation			
Title:			
Originator:			
Sponsor:			
Date of Initiation:			
Details of Proposed Change			
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, A3 etc.)			
Authorised by [the Originator]	Date:		
Name:			
Signature:			
Received by the [Executor]	Date:		
Name:			
Signature:			

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March 1st 2005



Page 46 of 65

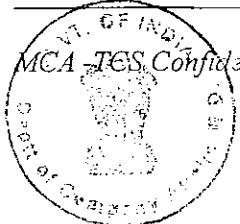
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48

Change Control No. e	CCN Number
Part B: Evaluation	
(identify any attachments as B1, B2, B3 etc.)	
Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorised by the	Date:
[Executor]	
Name:	
Signature:	

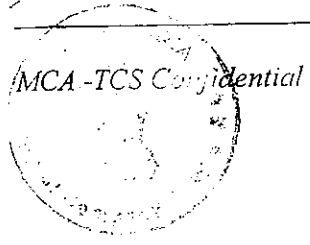
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Change C	Note	ECN
Part A	Part B	Part C
Implementation of this CC submitted in Part A, in accordance with Part B is: (tick as appropriate)		
Approved Rejected Requires Further Information (as follows, or as Attachment 1 etc.)		
For MCA by its nominated agencies		For TCS
Signature		Signature
Name		Name
Title		Title
Date		Date

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2. EXIT MANAGEMENT SCHEDULE

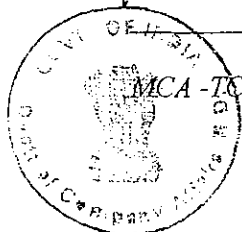
1 PURPOSE

- 1.1 This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management SLA and SOWs.
- 1.2 In the case of termination of the Project Implementation and/or Operation and Management SLA or SOWs due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 1.3 The Operator shall ensure that the sub-contractors carry out their respective obligations set out in this Exit Management Schedule.

2 TRANSFER OF ASSETS

- 2.1 The Operator shall be entitled to use the Assets for the duration of the exit management period which shall be up to 120 days period from the date of expiry or termination of the MSA.
- 2.2 MCA during the Project Implementation Phase and during the Operation and Management Phase shall be entitled to serve notice in writing on the Operator at any time during the exit management period as detailed hereinabove requiring the Operator and/or its sub contractors to provide MCA with a complete and up to date list of the Assets to MCA within 30 days of such notice. MCA shall then be entitled to serve notice in writing on the Operator at any time prior to the date i.e. 30 days prior to the end of the exit management period, requiring the Operator to sell any of the Assets to be transferred to MCA as per the Terms of Payment Schedule.
- 2.3 Upon service of a notice under Article 2.2 the following provisions shall apply:
 - 2.3.1 In the event, if the Assets to be transferred are mortgaged to any financial institutions by the Operator, the Operator shall ensure that all such liens and liabilities have been cleared beyond doubt and liabilities discharged, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to MCA before transfer.
 - 2.3.2 All interest in and title to the Assets pursuant to Article 2.2 shall be transferred to MCA, on or before the last day of the exit management period on payment of amounts as indicated in Terms of Payment Schedule.

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3 COOPERATION AND PROVISION OF INFORMATION

3.1 During the exit management period:

3.1.1 The Operator will allow MCA or the Replacement Operator access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable MCA or the Replacement Operator to assess the existing services being delivered;

3.1.2 promptly on reasonable request by MCA or the Replacement Operator, the Operator shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the MSA, the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services (whether provided by the Operator or sub contractors appointed by the Operator). MCA or the Replacement Operator shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Operator shall permit MCA and/or the Replacement Operator to have reasonable access to its employees and facilities as reasonably required by MCA or the Replacement Operator to understand the methods of delivery of the services employed by the Operator and to assist appropriate knowledge transfer.

4 CONFIDENTIAL INFORMATION, SECURITY AND DATA

4.1.1 The Operator will promptly on the commencement of the exit management period supply to MCA and/or the Replacement Operator the following:

4.1.2 information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of sub contractors in relation to the services; and

4.1.3 documentation relating to MCA Intellectual Property Rights; and

4.1.4 MCA data and confidential information; and

4.1.5 documentation relating to sub-contractors; and

4.1.6 all current and updated MCA data as is reasonably required for purposes of MCA transitioning the services to its Replacement Operator in a readily available format nominated by MCA; and

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4.1.7 all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MCA, or its Replacement Operator to carry out due diligence in order to transition the provision of the Services to MCA, or its Replacement Operator (as the case may be).

4.2 Before the expiry of the exit management period, the Operator shall deliver to MCA all new or up-dated materials from the categories set out in Article 4.1 above and shall not retain any copies thereof, except that the Operator shall be permitted to retain one copy of such materials for archival purposes only.

4.3 Before the expiry of the exit management period, unless otherwise provided under the MSA, MCA shall deliver to the Operator all forms of Operator confidential information which is in the possession or control of MCA or its users.

5 EMPLOYEES

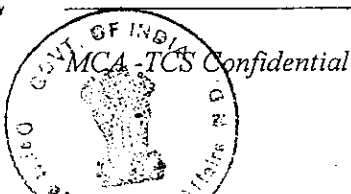
5.1 Promptly on reasonable request at any time during the exit management period, the Operator shall, subject to applicable laws, provide to MCA a list of all employees (with job titles) of the Operator dedicated to providing the services at the commencement of the exit management period;

5.2 Where any law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Operator to MCA, or a Replacement Operator ("Transfer Regulation") applies to any or all of the employees of the Operator, then the Parties shall comply with their respective obligations under such Transfer Regulations.

5.3 To the extent that any Transfer Regulation does not apply to any employee of the Operator, MCA, or its Replacement Operator may make an offer of employment or contract for services to such employee of the Operator and the Operator shall not enforce or impose any contractual provision that would prevent any such employee from being hired by MCA or any Replacement Operator.

6 TRANSFER OF CERTAIN AGREEMENTS

6.1 On request by MCA, the Operator shall effect such assignments, transfers, novations, licences and sub-licences as MCA may require in favour of MCA, or its Replacement Operator in relation to any equipment lease, maintenance or service provision agreement between Operator and third party lessors, vendors, or Operator, and which are related to the services and



March 1st 2005

Page 51 of 65 *7V*

reasonably necessary for the carrying out of replacement services by MCA, or its Replacement Operator.

7 RIGHTS OF ACCESS TO PREMISES

7.1 At any time during the exit management period, where Assets are located at the Operator's premises, the Operator will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) MCA, and/or any Replacement Operator in order to make inventory of the assets.

7.2 The Operator shall also give MCA, or any Replacement Operator right of reasonable access to the Operator's premises and shall procure MCA and any Replacement Operator rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to MCA, or a Replacement Operator.

8 GENERAL OBLIGATIONS OF THE OPERATOR

8.1 The Operator shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to MCA or its Replacement Operator and which the Operator has in its possession or control at any time during the exit management period.

8.2 For the purposes of this Schedule, anything in the possession or control of any Operator-associated person, or sub contractor is deemed to be in the possession or control of the Operator.

8.3 The Operator shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

9 EXIT MANAGEMENT PLAN

9.1 The Operator shall provide MCA with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

9.1.1 A detailed programme of the transfer process that could be used in conjunction with a Replacement Operator including details of the means to be used to ensure

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continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

9.1.2 plans for the communication with such of the Operator's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on MCA's operations as a result of undertaking the transfer; and

9.1.3 (if applicable) proposed arrangements for the segregation of the Operator's networks from the networks employed by MCA or the Replacement Operator and identification of specific security tasks necessary at termination; and

9.1.4 plans for provision of contingent support to MCA, and/or the Replacement Operator for a reasonable period after transfer for the purposes of providing service for replacing the Services.

9.2 The Operator shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

9.3 Each Exit Management Plan shall be presented by the Operator to and approved by MCA and its nominated agencies.

9.4 The terms of payment as stated in the Terms of Payment Schedule include the costs of the Operator complying with its obligations under Articles 9.1 to 9.3 above.

9.5 In the event of termination or expiry of MSA, Project Implementation, Operation and Management SLA or SOWs, an agency appointed by the MCA will suitably revise the existing Exit Management Plan provided by the Operator. The agency will cover all issues related to scope, effort and the overlap during the transition period. The Operator will assist and cooperate with the agency in finalizing such Exit Management Plan. This Exit Management Plan upon being accepted by the MCA shall be implemented and each Party shall comply with the terms and conditions of this Exit Management Plan.

9.6 During the exit management period, the Operator shall deliver the Services in a peaceful manner.

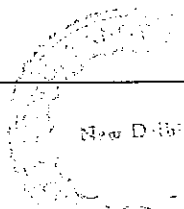
9.7 Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

9.8 This Exit Management plan shall be furnished in writing to MCA within 90 days from the Effective Date of this Agreement.

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Page 53 of 65

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3. AUDIT, ACCESS AND REPORTING SCHEDULE

1. PURPOSE

1.1 This Schedule details the audit, access and reporting rights and obligations of MCA and the Operator under the MSA, Project Implementation, Operation and Management SLA and SOWs.

2 AUDIT NOTICE AND TIMING

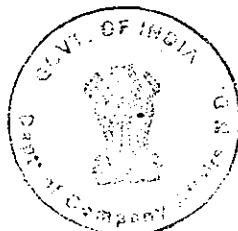
2.1 As soon as reasonably practicable but not later than 30 days after the Effective Date, the Parties shall agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable may be reviewed every 90 days. During the Implementation Phase and thereafter during the Operation Management Phase, MCA shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Operator any further notice of carrying out such audits.

2.2 MCA during the Project Implementation Phase and during the Operation and Management Phase may conduct non-timetabled audits at their own discretion and whose decision shall be final and binding if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud, or a security violation, or breach of confidentiality obligations by the Operator, provided that the requirement for such an audit is notified in writing to the Operator one day prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based.

2.3 The frequency of normal (time-tabled) audits shall be quarterly, provided always that MCA shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Operator.

2.4 The audit and access rights contained within this Schedule shall survive the termination or expiration of the MSA for a period of twenty-four (24) months. For the avoidance of doubt, this right of audit shall not apply to data and records returned to MCA or a user or destroyed in accordance with Exit Management Schedule.

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3 ACCESS

The Operator shall, during the Project Implementation Phase, and during the Operation and Management Phase, provide to MCA reasonable access to employees, sub-contractors, suppliers, agents, third party facilities, including leased premises used for Physical Front Offices as detailed in Volume I of the RFP, data recovery centres, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. MCA, during the Project Implementation Phase and during the Operation and Management Phase shall have the right to copy and retain copies of any relevant records. The Operator shall co-operate with MCA in effecting the audits.

4 AUDIT RIGHTS

4.1 MCA, during the Project Implementation Phase and during the Operation and Management Phase, shall have the right to audit and inspect suppliers, agents, third party facilities, including leased premises used for Physical Front Offices (as detailed in Volume I of the RFP), data recovery centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- 4.1.1 The security, integrity and availability of all MCA data processed, held or conveyed by the Operator on behalf of MCA and its users and documentation related thereto;
- 4.1.2 That the actual level of performance of the services is the same as specified in the Project Implementation, Operation and Management SLA and SOWs;
- 4.1.3 That the Operator have complied with the relevant technical standards, and otherwise has adequate internal controls in place; and
- 4.1.4 The compliance of the Operator with any other obligation under the MSA and/or the Project Implementation, Operation and Management SLA and SOWs.



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5 AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

5.1 The Operator, during the Project Implementation Phase and Operation and Management Phase or under any SOWs, shall perform the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labour, services, equipment or materials in respect of the services.

5.2 REPORTING

The Operator will provide monthly reports to MCA during the Project Implementation Phase and quarterly reports during the Operation and Management Phase or under any SOWs regarding any specific aspects of the Project and in context of the audit and access information as required by MCA.

6 ACTION AND REVIEW

6.1 Any change or amendment to the systems and procedures of the Operator, or sub-contractors, where applicable, arising from the audit report shall be implemented within thirty (30) calendar days from the submission of the said report.

6.2 Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to MCA during the Project Implementation Phase or to MCA, during the Operation and Management Phase. The appropriate MCA Project Manager and the Operator Project Manager shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA (and, if relevant, the Project Implementation, the Operation and Management SLA and SOWs).

7 TERMS OF PAYMENT

MCA and the Operator and its sub-contractors, if any, shall bear their own costs of any audits and inspections. The terms of payment are inclusive of any costs of the Operator and the sub-contractor, for all reasonable assistance and information provided under the MSA, the Project Implementation, Operation and Management SLA or SOWs by the Operator pursuant to this Schedule.

8 RECORDS AND INFORMATION

For the purposes of audit in accordance with this Schedule, the Operator shall maintain true and accurate records in connection with the provision of the services and the Operator shall handover all the relevant records and documents upon the termination or expiry of the MSA.



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4. GOVERNANCE SCHEDULE

The purpose of this Schedule is to (i) establish and maintain the formal and informal processes for managing the MCA /Operator relationship (including the outputs from other Schedules to this Agreement; (ii) define the principles that both Parties wish to follow to ensure the delivery of the Services; (iii) ensure the continued alignment of the interests of the Parties; (iv) ensure that the relationship is maintained at the correct level within each Party; (v) create the flexibility to revise and maintain the relationship and this Agreement during the Term; (vi) set out the procedure for escalating disagreements; and (vii) enable contract administration and performance management.

Project Managers

- 1) The relationship under this Agreement will be managed by the project managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.

Project Management Committee

- 2) Within 30 days following the Effective Date, MCA and the Operator shall each appoint an individual person as project manager (hereinafter the "Project Manager"). A Project Management Committee will be constituted by MCA consisting of the two Project Managers and one extra representative from MCA. In the event that either Party wishes to substitute its Project Manager it will do so in the manner in which the original appointment was made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within four days of the substitution.
- 3) The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- 4) The Project Management Committee will meet formally at least on a monthly basis during the Project Implementation Phase and on a quarterly basis during the Operations phase at a time and location to be agreed between them. These meetings will cover the following agenda items: (i) consideration of Monthly/ Quarterly Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues referred for an informal dispute resolution as set out in the Governance Schedule; (iv) matters to be brought before the Project Management Committee in accordance with the MSA and the Schedules; (v) any matter brought before the Project Management Committee by the Operator under Clause 9 below; and (vi) any other issue which either Party wishes to add to the agenda.



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- 5) In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the Project Management Committee any appropriate amendment to the Agreement or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule.

Governance Procedures

- 6) The Operator shall document the agreed structures in a procedures manual under the guidance and supervision of the Project Manager of MCA.
- 7) The agenda for each meeting of the Project Management Committee shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the Project Management Committee, along with relevant pre-reading material, shall be distributed at least 7 days in advance of the relevant meeting.
- 8) All meetings and proceedings will be documented, such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- 9) The Parties will proceed in good faith so that the Project Management Committee shall resolve the issues and smoothen the performance of the Project.

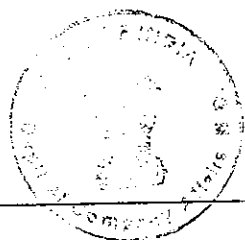
Liaison Between the Sub Contractors

- 10) The Operator shall participate with other sub-contractors, approved by MCA and coordinate the receipt and delivery of the Services in a regular programme of liaison between the Project Manager or any other representative of MCA and each of the sub-contractors.

Informal Dispute Resolution

- 11) The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

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Arbitration

- 12) Any unresolved dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs, Ministry of Law & Justice, ("Law Secretary"). The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at New Delhi, India.
- 13) The arbitration shall be conducted in New Delhi, India. The arbitration shall be conducted in English and all written documents used during the arbitration shall be in English. The Award shall be speaking Award.
- 14) The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award and final, conclusive and binding upon the parties and any person affected by it. The parties also agree that any arbitration award rendered pursuant to this clause may be enforced by any court of competent jurisdiction.
- 15) During any period of arbitration, there shall be no suspension of this Agreement.
- 16) The parties specifically agree that any arbitration shall be pursuant to clause 12 above.
- 17) This clause is governed by Indian Law.
- 18) The time and resource costs of complying with its obligations under this Governance Schedule shall be borne by the Party incurring it.



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5. INVOICING AND SETTLEMENT SCHEDULE

1) In respect of its remuneration for the Services the Operator shall, subject to the specific terms of each Service Level Agreement and Statement of Work, submit its invoices in accordance with the following principles:

1.1 MCA shall be invoiced by the Operator for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement or Statement of Work, the Operator shall raise an invoice as per the terms of payment as stated in the Terms of Payment Schedule quarterly within 7 days of the end of the quarter (Quarter is hereinafter defined as the quarter of the Financial Year beginning First of April)

1.2 Any invoice presented in accordance with this Article 1 shall be in a form agreed with MCA.

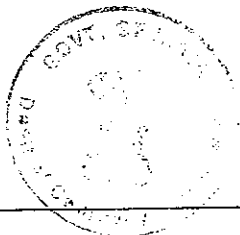
2) The Operator shall invoice all payments by the first working day of the quarter after that in which the Services were provided. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next quarterly payment.

3) Payment of the equated quarterly installment (EQI) shall be made in advance for each quarter subject to adjustments for the previous quarter's performance.

4) Bank Guarantee for such advance to cover the amount to be paid for a quarter shall be provided by the Operator to MCA in the format to be indicated by MCA.

5) MCA shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Operator under this Schedule where MCA disputes such invoice or part of it. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the informal dispute resolution as set out in the Governance Schedule. Any exercise by MCA under this Article shall not entitle the Operator to delay or withhold provision of the Services.

6) The Operator shall pay all their sub-contractors in a timely fashion in accordance with a mechanism which will not prejudice the objective under this Agreement or SLA of MCA or any of its users under this Agreement.

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6. TERMS OF PAYMENT SCHEDULE

1. GENERAL

1.1 MCA will be responsible to compensate Operator for the Services in the manner defined hereunder:

- a. Fifty percent of the cost of the development of Bespoke Software will be released by MCA upon certification of successful completion of the Pilots at Coimbatore and New Delhi.
- b. The balance fifty percent of the cost of the development of Bespoke Software will be released by MCA upon certification of successful completion of the Project Implementation phase by MCA.
- c. MCA shall pay the cost of data digitization and migration in three installments as follows:
 - (i) After digitization and migration of documents of Pilot ROCs.
 - (ii) Payment for balance work will be made in two installments after modalities are worked out of Implementation Schedule with Operator.
- d. MCA shall pay an equated quarterly installment (EQI) in advance of each quarter against bank guarantee (hereinafter to be referred to as "Category II Payment") which shall commence from successful completion of the Project Implementation Phase. This payment shall cover the capital expenditure, operation and maintenance expenditure towards the physical front office/s which are defined in clause 3.2 of RFP Volume I (hereinafter the "Non showcase PFOs") including temporary front offices as defined in Clause 3.3 of RFP Volume I (hereinafter the "TFOs") and physical front offices which are located in special economic zones as stated in Clause 3.2 of RFP Volume I (hereinafter the "SEZs PFOs") for a period of three years. Any further payment shall be subject to the renewal of the Agreement to provide Non showcase PFOs including TFOs and SEZs by the Operator and execution of a fresh SLA.
- e. MCA shall also pay an equated quarterly installment (EQI) in advance of each quarter against bank guarantee towards the capital expenditure, replacement investments which are large expenditures of a capital nature undertaken by the Operator at a prescribed interval during the Term, to offset and overcome the effects of technological obsolescence or for other reasons and operations and



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maintenance expenditure other than those covered by Category II Payment (hereinafter to be referred to as "Category I Payment").

- f. It is clarified that 40% of Category I and II payments, is a variable component and shall be subject to the performance metrics stated in the SLA. The balance 60% of the Category I and II payments is the fixed component payable to the Operator.

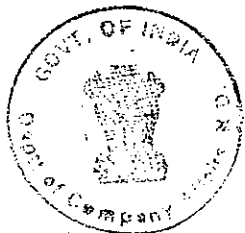
1.2 Payments in the event of Premature Termination

a. Prior to Commencement of Operations

- i. In case the Project is terminated on account of unsuccessful demonstration of the Pilot Project at Coimbatore and for Delhi, the Operator is not entitled to receive any payment from the MCA.
- ii. If the Project is terminated post demonstration of Pilots at Coimbatore and Delhi but prior to the commencement of operations due to event of default on part of MCA, then the MCA will compensate the Operator for the investment made by it as on the date of termination by purchasing the Assets including Non showcase PFOs if any, at the market price, prevailing on the date of termination, which is defined as cost of purchase less depreciation if any, till date of termination less payments already made for the development of Bespoke Software.
- iii. In case the termination is due to Operator event of default then the Operator is not entitled to any payment and MCA shall invoke the Performance Guarantee of the Operator for forfeiture and further recover amounts already paid from the Operator.

b. Post Commencement of Operations

- i. If the Project is terminated prematurely due to MCA event of default, during the duration of this Project when Non show case PFOs are still in operation, the Operator shall be entitled to a termination payment comprising;
 - (a) discounted value of future net remaining Category II Payments (i.e. the remaining Category II Payments less operations and maintenance costs for the same); and
 - (b) discounted value of future net remaining Category I Payments (that is the remaining Category I Payments less operations and maintenance costs for the same) as on the date of termination. This payment shall be made after deduction of any dues recoverable by MCA as on the termination date.



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- ii. If the Project is terminated prematurely due to MCA event of default and in the event the non-showcase PFOs stand discontinued, and prior to the expiry of the MSA, then the Operator shall be entitled to a payment comprising discounted value of future net remaining Category I Payments (i.e. the remaining Category I Payments less operations and maintenance costs for the same) as on the date of termination. This payment shall be made after deduction of any dues recoverable by MCA as on the termination date.
- iii. If the Project is terminated prematurely during the Operations and Maintenance period when Non-show case PFOs are still in operation due to Operator's event of default, the MCA shall pay to the Operator a termination payment equal to the market price of the Assets on the date of issue of notice of termination. The term market price as stated hereinabove means the value of the Assets on an "as is where is basis" on the date of issue of notice of termination. The MCA may also deduct from the amount paid by it the costs associated with replacing the incumbent Operator with a new one. MCA will also have the option to invoke the Performance Guarantee furnished by the Operator valid for the Term of this Agreement.
- iv. If the Project is terminated prematurely due to Operator's event of default, and in the event the non-showcase PFOs stand discontinued, and prior to the expiry of the MSA, the MCA shall pay to the Operator a termination payment equal to the market price of the Assets. The term market price as stated hereinabove means the value of the Assets on an "as is where is basis". The MCA may also deduct from the amount paid by it the costs associated with replacing the incumbent Operator with a new one. MCA will also have the option to invoke the Performance Guarantee furnished by the Operator valid for the Term of this Agreement.

1.3 Payments in the event of Force Majeure Termination

a. Prior to Commencement of Operations

In the event of a termination due to failure to resume normal operations after a Force Majeure event as stated in Clause 6.4.4 of this Agreement, the Operator shall be entitled to receive and appropriate the proceeds of any insurance obtained by it.

b. Post Commencement of Operations

In the event of a termination due to failure to resume normal operations after a Force Majeure event as stated in Clause 6.4.5 of this Agreement the Operator shall be



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entitled to receive and appropriate the proceeds of any insurance obtained by it in addition to the market price of all functional Assets, prevailing on the date of termination, which is defined as cost of purchase of all functional Assets less depreciation if any, till date of termination, less payments already made for the development of Bespoke Software and Data Digitization & Migration.

1.4 Payments in the event of the termination/expiry of this agreement

- i. In the event of the termination/expiry of this Agreement, the MCA shall retain the Performance Guarantee for a period of 120 days during the Exit Management period. Subsequently, the Performance Guarantee shall be released provided an agency appointed by MCA will certify and MCA accepts that the handing over procedure as stated in Exit Management Schedule has been duly complied with. In the event that the compliance is not completed, the Performance Guarantee shall be invoked and the amount appropriated and forfeited.
- ii. MCA shall pay to the Operator all such operating costs as maybe incurred in implementing the transition arrangement to the satisfaction of MCA as stated in clause 9.5 of the Exit Management Schedule.

1.5 The Service Level Agreements and Statement of Works will use the commercial terms within the MSA unless it is agreed specifically and jointly that they fall outside the construct of the MSA.

1.6 MCA will not pay any costs of Operator's conduct of business, except the payments stated in this Schedule.

1.7 There will be no payments by MCA to Operator to compensate for loss of business or wrong calculations in the work with MCA. Costs of any investments to ensure Operator delivery will be borne by Operator.

1.8 It is clarified here that there will be no payment upon transfer of the Assets pursuant to the expiry of the Agreement as stated herein above.

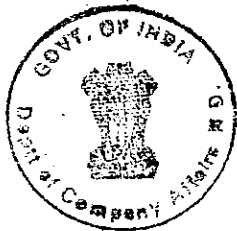
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6A. PROJECT TIMELINES SCHEDULE

Sr. No	Milestone	Date (Incremental weeks)
1	Execution of the MSA	T1
2	All MCA site Locations identified & sites ready for Operator use	T1 + 2
3	Coimbatore and Delhi Pilots start	T1 + 20
4	Coimbatore and Delhi pilots ready for acceptance and certification	T1 + 28
5	Data migration/digitisation in pilot ROC's completed	T1 + 28
6	Coimbatore and Delhi pilots certified	T1 + 40
7	Data Migration/Digitization at all ROC's completed	T1 + 44
8	All other locations rollout complete	T1 + 48
9	All other locations certified	T1 + 60



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