



**Service Provider
for
MCA21 v2**

Agreement

**Ministry of Corporate Affairs
Government of India**

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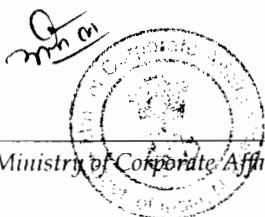
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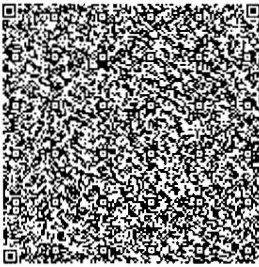


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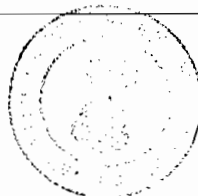


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THIS Master Services Agreement along with all its Schedules/Annexures (hereinafter referred to as the "**Agreement/MSA**", as defined hereinafter) is made at New Delhi on this Eighth day of November, 2012, by and between:

- i) The President of India, acting through the Director, e-Governance, Ministry of Corporate Affairs, Government of India having its office at 5th Floor, Shastri Bhavan, New Delhi - 110 001, represented by Shri Anil Bhardwaj (hereinafter called as the "**MCA**"), being the PARTY of the FIRST PART;

Ministry of Corporate Affairs



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Statutory Alert:

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AND

- ii) Infosys Limited, a company registered under Indian Companies Act, 1956 and having its registered office at Electronic City, Hosur Road, Bangalore - 560100 and having place of business at Bangalore represented by Shri. C.N. Raghupathi, Vice President and Head, India Business Unit, who is authorized to sign, execute vide a board resolution No. 14 dated 19th July 2012 passed by its board of directors (hereinafter called as "**System Integrator**", "**Service Provider**", or "**SP**"), being the PARTY of the SECOND PART).

(The MCA and the SP are collectively referred to as the "**Parties**" and individually as a "**Party**")

RECITALS

WHEREAS

- A. The MCA, with the ultimate objective of administration of the Companies Act, 1956; Limited Liability Partnership Act 2008; other allied Acts and rules & regulations framed there-under primarily for regulating the functioning of the Corporate sector in the country intends to procure the services for transitioning of the existing MCA21 systems and related services and enhancing the same with continued maintenance & operations services which is henceforth referred to as MCA21 v2 exclusively for the MCA (hereinafter referred to as "**Project**", defined hereinafter).
- B. In furtherance of the same, MCA undertook the selection of a suitable Service Provider through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated 1st May 2012.
- C. The SP having represented to the MCA that it possesses and has the required professional skills, personnel and technical resources to deliver the Services and have offered to provide the Services, on the terms and conditions set forth in this Agreement.
- D. The Service Provider has been selected as the successful bidder to undertake and implement the Project involving transitioning and providing operations and maintenance support of MCA21 with enhancement of the services/functionality as mentioned in the RFP and desired service levels, on the basis of the proposal dated 13th July 2012 submitted by SP ("Proposal").
- E. The MCA has agreed to accord the SP, the mandate to undertake and implement the Project in order to achieve the defined objectives and scope of work mentioned in RFP.
- F. SP in pursuance of its Proposal undertakes to implement the Project on the terms and conditions set forth below.

NOW THEREFORE, IN THE TERMS AND CONDITIONS OF THIS INDENTURE AS SET OUT HEREIN UNDER, the Parties have agreed to enter into this Agreement to govern the manner in which the SP shall implement the Project and deliver the services specified under this Agreement and the Service Level Agreement (SLA).



ARTICLE 1: DEFINITIONS AND INTERPRETATIONS**1.1. Definitions: In this Agreement, unless the context otherwise requires**

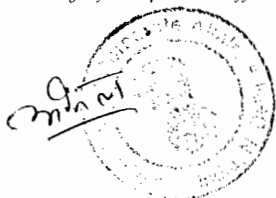
- a) "Annual Maintenance Contract" (AMC) shall mean and include without limitation the following services to be provided by SP.
- i. Warranty Services
 - ii. Annual Technical Support (ATS)
- The above services include routine, periodic and milestone maintenance and servicing to ensure to the MCA of continuous and efficient operation of the hardware, software and related services required for the Project.
- b) "Applicable Laws" includes all applicable statutes, enactments, acts of legislature or parliament laws, ordinances, rules, by-laws, regulations, notifications, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or other quasi-judicial authority or other governmental restriction or any similar form of decision applicable to the relevant Party and as may be in effect on the date of execution of this Agreement and during the subsistence thereof, applicable to the Project.
- c) "Assets" means all information as defined in the ARTICLE 12.
- d) "Bespoke Software" means the software designed, developed, tested and deployed by the Service Provider (current and previous) for the purposes of rendering the Services to the Stakeholders of the 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 Service Provider (current and previous) and which shall be solely owned by MCA.
- e) "SLA Report" means the report on the Service Levels measured for the defined period.
- f) "Bill of Material" or "BoM" means the bill of material regarding MCA21v2 System provided by SP in its Proposal pursuant to the requirements stated in RFP in addition the bill of material of the current MCA21 system.
- g) "Agreement/MSA" means this agreement together with contents and specifications set out in the RFP and in all the attached schedules and any addendums,



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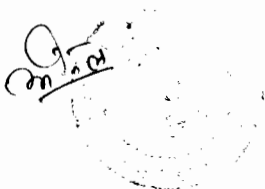
corrigendum issued. In the event of a conflict between this Agreement and the Schedules, the terms of the Agreement shall prevail.

- h) "Confidential Information" means all information as defined in the ARTICLE 16.
- i) "Data" shall mean any record, transaction, document and information related to the Project which includes, but not limited to, any matter or thing tangible or intangible, factual, fictitious or imaginary, hypothetical or abstract, known or unknown, accurate or inaccurate provided by Stakeholders to SP and includes any thought, form or substance, or knowledge proposition or opinion supplied or recorded by man or machine and prepared, stored or transmitted in computer readable form and shall include information. However, the ownership of all the Data belongs to the MCA and SP would merely handle the data on behalf of MCA.
- j) "Data Centre" or DC" means the primary centre where Data, software, computer systems and associated components, such as telecommunication and storage systems, redundant or backup power supplies, redundant data communications, environment controls and security devices and other services as detailed in Schedule III are housed and operated from.
- k) "DCA21 RFP" means the RFP that was issued by DCA through which the previous Service Provider for MCA21 project has been selected in 2005.
- l) "Disaster Recovery Centre" or DRC" means the centre that is designed to act as the Data Center on occurrence of a disaster / non-functioning of the DC. Even during normal operations, the services are switched from DC to DRC and back as agreed with MCA.
- m) "Deliverables" means the products, infrastructure and services agreed to be delivered by the SP in pursuance to the Agreement and defined more elaborately in the RFP and includes all documents related to the MCA21 Solution, user manual, business designs, the process documentations, the artifacts, the training materials, technical manual, process and operating manuals, service mechanisms, policies, guidelines, Source Code etc. and all their respective modifications.
- n) "Effective Date" means the date on which this Agreement is executed by both the Parties.
- o) "Equipment" means the computer hardware, machinery and other tangible equipment used for the Project, pursuant to the Agreement.



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- p) "Empowered Committee" shall be the committee as per Schedule VII of the Agreement.
- q) "Intellectual Property Rights" means rights as defined in the Article 13.
- r) "Material Breach" means breach that has an effect on (a) the ability of SP to perform/discharge any of its duties/obligations under and in accordance with the provisions of the Agreement; and/or (b) the legal validity, binding nature or enforceability of the Agreement;
- s) "OEM" or "Original Equipment Manufacturer" means the original manufacturer and owner of the Intellectual Property Rights of any Third Party Software or Equipment to be used in the Project.
- t) "Operative Period of Agreement" or "Term" means the period of the Agreement commencing from the Effective Date and continuing till the last day of Operations and Maintenance Service, or the date of termination, in case of earlier termination of the Agreement.
- u) "Project" means the System, Services, and its solution design, development, implementation, operations and maintenance etc. as per the agreed terms and conditions laid down in the RFP for enhancement of the services/functionality of the System.
- v) "SP's Project Assets" means the assets, other than MCA Supplied Equipment, acquired or procured and/or developed and supplied by the SP to the MCA for the purpose of the Project, pursuant to this Agreement.
- w) "Request for Proposal (RFP)" means the documents containing the general, technical, functional, commercial and legal specifications for the implementation of the Project issued in three different volumes i.e. Volume I, II and III respectively and as different Appendices and forms and includes the clarifications, explanations, minutes of the meetings and amendments issued from time to time during the bidding process and on the basis of which SP has submitted its Proposal.
- x) "Replacement SP" means the meaning attributed to it under Schedule VIII of this Agreement.
- y) "Services" means the services to be performed by the SP in pursuant to the Agreement more elaborately provided in the RFP and mentioned in Article 3 of the Agreement.



- z) "Services Commencement Date" means the 17th of January 2013, date on which Service Provider successfully transitions the existing systems (applications, infrastructure) and operations of MCA21 from the incumbent operator and starts providing the services.
- aa) "Service Level" means the level of service and other performance criteria which will apply to the services by the SP as set out in Service Level Agreement.
- bb) "Solution" means all the hardware, equipment, servers, third party tools, databases, and middleware software and the application software, provided to and enhanced by SP to meet the functional and technical requirements of the MCA and required to make it work as a complete MCA21 Solution.
- cc) "Stakeholder" means the citizen, business/s, financial institutions, professionals, MCA employees and the Government;
- dd) "Third Party Software" means systems or any part thereof for which the Intellectual Property Rights are owned by a third party and the SP or MCA has been granted a license to use.
- ee) "Transition Phase and/or Transition Period" Transition Phase shall mean the transitioning of the MCA21 v2 services to the Replacement SP to the satisfaction of the MCA in order to provide continued maintenance & operations Services. Transition Period shall mean the following
- i) In case of the expiry of the Agreement, Transition Period shall mean the period which shall begin six months prior to the expiry of this Agreement; and
- ii) In case of termination of Agreement, Transition Period shall mean the post termination period till the time exit management services are executed to the satisfaction of the MCA.

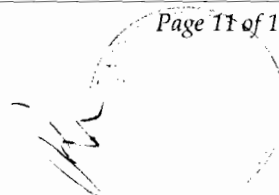
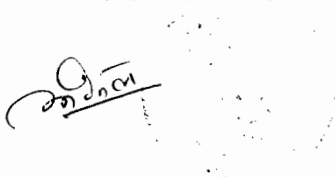
1.2. Interpretations. In this Agreement unless the context otherwise requires:-

- a) references to Clauses, Sub-Clauses, Paragraphs, Articles, Schedules and Annexures are to clauses, sub-clauses, paragraphs, articles, schedules and annexures to this Agreement;
- b) use of any gender includes the other genders;



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- c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) references to a 'person' person shall be construed to include any individual, partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
- e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- f) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g) references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in Delhi are generally open for business;
- h) references to times are to Indian Standard Time;
- i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time;
- j) The words importing singular shall include plural and vice versa;
- k) 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 or Schedule. The words "include" and "including" shall not be construed as terms of limitation;
- l) The words "in 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;



- m) 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;
- n) References to "installation" include investigation, design, engineering, procurement, delivery, installation, processing, testing, and commissioning;
- o) References to "implementation" include investigation, design, engineering, procurement, delivery, installation, processing, testing, and commissioning;
- p) Any reference at any time to any contract, deed, instrument, license or document of any description shall be construed as reference to that contract, deed, instrument, license or other document as amended, varied, supplemented, modified or novated at the time of such reference;
- q) Any contract, consent, approval, authorization, notice, communication, Information or report required under or pursuant to this Agreement from or by any Party or the independent engineer and/or a statutory auditor and/or any other authority shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or the independent engineer and/or statutory auditor or any other authority, as the case may be, in this behalf and not otherwise;
- r) Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include either such days or dates;
- s) A reference to knowledge of a person includes Information that a reasonable person in the circumstances of that person would have known by reasonable inquiry;
- t) In interpreting this Agreement no rule of construction applies to the disadvantage of a party because that party or its legal advisor was responsible for the preparation of this Agreement or any part of it;

1.3. Measurements and Arithmetic Conventions

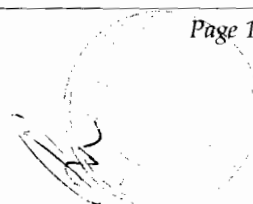
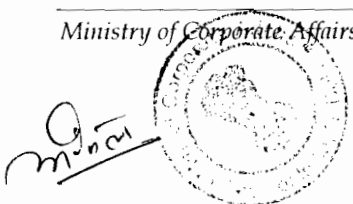
All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.



1.4. Ambiguities and Discrepancies

In case of ambiguities or discrepancies within this Agreement, the following shall apply:-

- a) Between two clauses of this Agreement, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in a general clause;
- b) Between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- c) Between any value written in numerals and that in words, the latter shall prevail; and
- d) Between the provisions of this Agreement and any other documents forming part of this Agreement, the former shall prevail.



ARTICLE 2: STRUCTURE

2.1. Overview

This Agreement shall operate as a legally binding Agreement for the Project specifying the terms which apply to the Parties under this Agreement, including but not limited to terms in relation to operate and maintain the System with commitment for delivering the software and services specified under this Agreement in accordance with roles and responsibilities set herein for maximum total consideration of Rs. **223, 75, 91,928.00 Cr.** (Rupees. **Two hundred and twenty three crore seventy five lakh ninety one thousand and nine hundred and twenty eight only**) inclusive of all taxes, levies, cess and any other statutory dues.

2.2. Service Level Agreement (SLA)

- a) Service Level Agreement (SLA) shall be a separate Agreement in respect of this Agreement and shall be entered into concurrently with this Agreement between MCA and Service Provider. In relation to any future SLA entered into between the Parties; each of the Parties shall observe and perform the obligations set out herein.
- b) The SLA shall be a separate divisible Agreement in respect of this Agreement.
- c) The Parties shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except with the prior written agreement between the MCA and SP in accordance with the Change Control Schedule set out in Schedule VI of this Agreement.

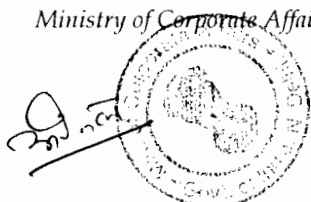
2.3. Term and Duration of the Agreement

This Agreement shall come into effect on Effective Date and shall continue for a period of six and half years from the Services Commencement Date (hereinafter referred to as "**Term**"). Time shall be the essence of this Agreement as well as for the SLA. The MCA has the option to extend the Agreement. The decision on the extension will be taken exclusively by MCA.

2.4. Extension of the Agreement

The MCA has the option to extend the Agreement on expiry, to avail the services of SP for specific work or continuation of the work carried out during the Operative Period of Agreement without the need to go for a separate bid process. The decision on the extension will be taken exclusively by MCA keeping in consideration a) satisfactory performance of the SP b) time constraints or other serious impediments in selection of Replacement SP c) technological reasons d) Where circumstances inescapably require taking recourse to this option.

All the general terms and conditions of this Agreement will be in force during the extended period of the Agreement.

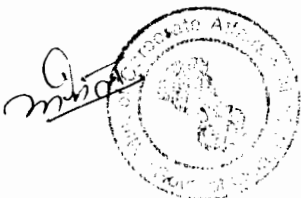


2.5. Agreement Documents

- a) The following documents shall be deemed to form and be read and construed as part of the Agreement,
- i. This Agreement and all the attached Schedules.
 - ii. The Volume I of the Request for Proposal Document issued to short-listed bidders on 1st May 2012, the addenda and pre-bid clarifications issued subsequent to the release of Request for Proposal Document .
 - iii. The undertakings submitted by the SP as part of the bid response.
 - iv. The Technical Proposal dated 13th July 2012 submitted by SP, subsequent clarifications submitted by SP and the technical presentation submitted by the SP in response to the RFP.
 - v. The Commercial bid proposal submitted by the SP in response to the RFP dated 13th July 2012.
 - vi. Letter of Intent to Award of Offer for the SP No: HQ/148/2011-Computerisation and dated 4th October 2012.
- b) In case of conflict between RFP document, as amended, and proposal of SP, the provisions mentioned in the RFP document, its annexures, addenda and pre-bid clarifications issued for the RFP shall prevail.

2.6. Additional work

MCA has the option to avail the services of SP for carrying out any extension or changes in scope of work, as a part of the project. All such additional work will be initiated using the Change Control Procedures listed in the Schedule VI.

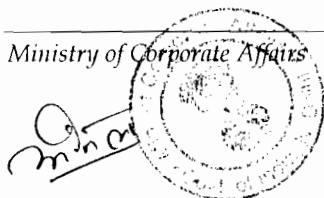


ARTICLE 3: SCOPE OF PROJECT**3.1. Scope of Work for the SP**

The scope of work for the Service Provider is as per the Volume I of the Request for Proposal. The broad scope of work for the Service Provider is as below:

- i. Transitioning the existing systems (applications, infrastructure) and operations of MCA21 from the incumbent operator. The Service Provider will be responsible for smooth transitioning of the entire suite of applications, infrastructure, and services under MCA21 from the current operator ensuring business continuity and performance.
 - a. Details of the responsibilities of the new service provider during the transition are provided in Section 6 of Volume 1 of the RFP
 - b. Details of the exit management responsibilities of the current operator are provided in section 7 of Volume 1 of the RFP
 - c. Details of the existing systems and operations are provided in Section 8 of Volume 1 of the RFP
- ii. Implementation of MCA21 v2: MCA21 v2 will be the next version of MCA21 with coverage of additional offices, business processes, application enhancements, and additional infrastructure in its scope. It should be designed to provide enhanced experience and value to the end-users through a revamp (improvements) of some of the current interfaces. MCA21 v2 has to be implemented and maintained as per the requirements and service levels provided in the RFP.
- iii. Details of the requirements with respect to MCA21 v2 are provided in Section 11 of Volume 1 of the RFP.
- iv. Training of the end users as detailed in Section 11.9 of Volume 1 of the RFP.
- v. Support Third Party Audit Requirements as detailed in Section 11.10 of Volume 1 of the RFP.
- vi. Operations & Maintenance Support as per the Service Levels defined in this RFP. Details of the Operations and Maintenance Services are provided in Section 11.11 of Volume 1 of the RFP.
- vii. Provide a platform for VAS Providers as detailed in Section 11.12 of Volume 1 of the RFP.

MCA21 v2 shall meet all the existing (MCA21 Project) functional, non-functional requirements, and standards (that are realized from the DCA21 RFP, business process reengineering recommendations provided as part of DCA21 RFP, subsequent change requests and enhancements carried out during MCA21 Project) which are not superseded by the requirements in the current RFP (MCA21 v2 Project). All such functional, non-

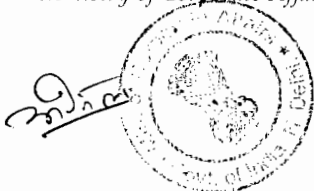


functional requirements and standards will form integral part of the scope of work under this Agreement.

For the avoidance of doubt, it is expressly clarified that this Agreement shall govern the provision of the contracted professional services under the SLA to the MCA and its nominated agencies. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and annexures as required, under this Agreement for each additional engagement.

3.2. Interpretation of the Scope of Work

- a) The MCA retains the right of the final say in the interpretation of the scope of the Project. The possible variations to the processes from the way they are specified in the scope of work should not be considered as deviations or extensions to the original process specifications.
- b) Sign-off on the deliverables by MCA does not necessarily indicate the complete approval of the deliverables. All the responsibilities with respect to operations and maintenance of the existing applications, infrastructure or requirements in the RFP or MCA processes will be the responsibility of the Service Provider. Any gap that is found in a deliverable with respect to the above, even after the sign-off, will have to be addressed by the Service Provider without any additional cost to MCA.



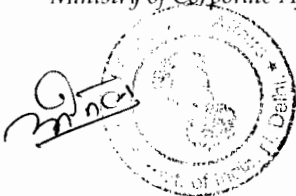
ARTICLE 4: PAYMENT TERMS**4.1. Terms of Payment**

- a) In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the MCA shall pay SP, in accordance with the Schedule V to this Agreement. Specifically, MCA shall pay an Equated Quarterly Installment (EQI) at the end of each quarter after the Services Commencement Date in accordance with Schedule V of this Agreement and the Service Level Agreement.
- b) Except as otherwise provided for herein or as agreed between the Parties in writing, the 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 Schedule V of the Agreement read along with Service Level Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Article.
- c) The MCA is entitled to deduct following sums from the payments to be made to SP in pursuant to this Agreement :-
- i. Penalties: If SP fails to meet minimum Service Levels for a particular Service Level, the MCA shall deduct the amount of penalties related to the severity of violation, calculated as per Service Level Agreement.

4.2. Invoicing and Settlement

In respect of its remuneration for the Project, the SP shall be eligible to receive payments in accordance with the Schedule V of the Agreement read along with the Service Level Agreement.

- a) The MCA shall be invoiced by the SP within 7(Seven) days of achieving respective Payment Milestones for the Project. Unless otherwise agreed in writing between the Parties or expressly set out in the Agreement or SLA, the SP shall raise an invoice as per the terms of payment as stated in Schedule V of the Agreement.
- b) Any invoice presented in accordance with this Article shall be in a form agreed in advance by the MCA.



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- c) Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Schedule V of the Agreement shall be applied to the next payment invoice.
- d) The MCA shall be entitled to delay or withhold payment of any invoice or part of it delivered by the SP under Schedule V of this Agreement where the MCA disputes/withholds such invoice or part of it. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the escalation procedure as set out in Schedule VII of this Agreement. Any exercise by the MCA under this Article shall not entitle the SP to delay or withhold provision of the Services.
- e) The Service Provider 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.

4.3. Payment of Tax / Tax Considerations

- a) The MCA shall be entitled to deduct withholding taxes, levies, cess, duties etc. from the amounts due and payable to SP wherever applicable as per the Applicable Laws. SP shall pay for all other taxes in connection with this Agreement, and any other including, but not limited to, property, sales, use, excise duty, value-added goods and services, consumption and other similar taxes or duties.
- b) The MCA or its associated entity shall provide SP with the statement of tax receipt of any taxes deducted at source and paid for the Project on payments under this Agreement. SP agrees to reimburse and not hold the MCA accountable 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 the MCA, SP and any third party (if any).
- c) 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 SP.

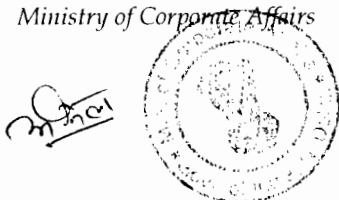


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ARTICLE 5: REPRESENTATION AND WARRANTIES**5.1. Representations and Warranties and Covenants of SP**

SP represents and warrants and covenants to the MCA that:

- a) It possesses and has the required professional skills, personnel and technical resources to deliver the Services and have offered to provide the Services, on the terms and conditions set forth in this Agreement.
- b) It is duly organized, validly existing and in good standing under the laws of India and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder.
- c) It has full power and authority to execute, deliver and perform its obligations under this Agreement.
- d) This Agreement is executed by a duly authorized representative of the SP.
- e) It has taken all necessary action to authorize the execution, delivery and performance of this Agreement.
- f) This Agreement constitutes the legal, valid and binding obligation of SP, enforceable against it in accordance with the terms hereof.
- g) There are no actions, suits or proceedings pending or to its best knowledge threatened against or affecting it, before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement.
- h) Financial Condition. Service provider warrants that it possesses and will maintain through the end of the term sufficient financial standing and capacity to comply with the Agreement. If the Service Provider encounters adverse changes to its financial condition that affect service delivery, then it needs to notify the MCA immediately.
- i) It will discharge its obligations under this Agreement with due skill, care and proper diligence.



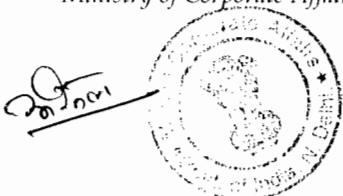
- j) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any of the terms of its memorandum of association and articles of association or any Applicable Laws or any covenant, Contract, agreement, arrangement, understanding, decree or order to which it is a Party or by which it or any of its properties or assets is bound or affected.
- k) **Conflict of Interest.** SP hereby warrants that neither the Service Provider nor its affiliates nor its employees have, will have or will acquire any contractual, financial, business or other interest that would conflict with the Service Provider's responsibilities under the Agreement.
- l) There is no violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government authority which may result in its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.
- m) **Applicable Laws:** It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have on its ability to perform its obligations under this Agreement. Further, Service Provider warrants that it will comply, at its cost, with all applicable laws, rules, regulations, ordinances, and codes (including identifying and procuring required permits, certificates, approvals, and inspections). Service Provider warrants that it will comply with all privacy and data protection laws, rules, and regulations that are or that may in the future be applicable to the Services or to information relating to customers and employees of MCA.
- n) All its rights and interests in the Project/SP's Project Assets that are to be transferred to the MCA, pursuant to this Agreement shall pass to and vest in the MCA or its nominee on the Transfer Date free and clear of all liens, claims and encumbrances, without any further act or deed on its part or that of the MCA, and that none of the SP's Project Assets that are acquired by the MCA shall be acquired by it.
- o) No representation or warranty by it contained herein or in any other document furnished by it to the MCA including the Proposal or to any Government Authority contains or will contain any untrue or misleading statement of material fact or



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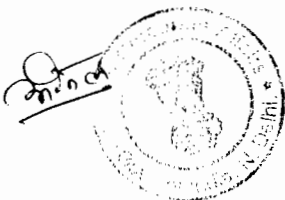
omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

- p) No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Agreement or entering into this Agreement or for influencing or attempting to influence any officer or employee of the MCA in connection therewith and that no collusion exists.
- q) SP warrants that it provide full support in terms of operations and maintenance services during the Transition Period and such support shall continue till the Replacement SP solely come into charge of the Project. SP further warrants and undertakes that it will be responsible for the continuity of the Services to the Stakeholders throughout the Term of this Agreement and during the Transition Period.
- r) It shall co-operate and co-ordinate with Replacement SP as per provisions of Schedule VIII of this Agreement.
- s) It shall provide a monthly SLA Report, in the prescribed format to the MCA at the end of every month containing the summary of all Incidents reported to it and SP's related performance measurement for that period. The monthly SLA Report will be deemed to be accepted by the MCA upon review and signoff by both SP and MCA.
- t) It must deploy an enterprise management system and other tools as required and develop additional scripts (if required) for capturing the required data for service level report generation in automated way. These tools shall play a critical role in monitoring the service level compliance and hence will have to be customized accordingly. These tools should generate the Service Level monitoring report at the end of every month which is to be shared with MCA on a monthly basis. The tools should also be capable of generating Service Level reports on a monthly/quarterly/half-yearly basis. MCA will audit the tools and the scripts on a regular basis.
- u) It will achieve all the Service Levels within the time lines defined in Service Level Agreement and in its failure of achieving the same; it shall be liable to pay penalties to the MCA.
- v) SP shall certify, develop, and test as per the requirements of RFP.
- w) SP's Project Assets



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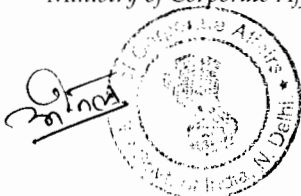
- i. SP warrants that the SP's Project Assets supplied under this Agreement conform to technical specifications and functional requirement specifications prescribed in RFP and shall perform according to the said technical specifications.
- ii. SP represents and warrants to the MCA to supply to the MCA the components that form the Bill of Materials proposed for the System. The commitment shall cover procurement costs (including multiple units of software licenses and all infrastructure associated with the deployment of the application and its components directly from the main suppliers and not resellers) and the cost of ownership / maintenance.
- iii. SP warrants that it will procure all the SP's Project Assets and Third Party Software from the vendors of repute, duly approved by the MCA. The MCA hereby reserves its right to reject the assets and software procured by SP from any other vendor other than the vendors duly approved by the MCA.
- iv. SP warrants that the SP's Project Assets are of the latest version, at the time of delivery to the MCA. They shall not be nearing end of sale/ end of support; and shall be supported by SP to ensure its efficient and effective operation for the entire Operative Period of Agreement.
- v. SP warrants that the SP's Project Assets supplied under this Agreement shall be of the highest grade and quality and consistent with the established and accepted standards. The SP's Project Assets shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in SP's Project Assets, unless provided otherwise in the Agreement shall also be made available.
- vi. SP warrants that the SP's Project Assets shall be free from all encumbrances and defects / faults arising from design, material, manufacture or workmanship or from any act or omission of SP that may present a snag/fault, under normal use of the same.
- vii. SP warrants for the Agreement duration period, that the SP's Project Assets and/or services supplied under this Agreement and each component used in the software thereof shall be free from all types of defects / failures.
- viii. In case complete delivery of the SP's Project Assets are delayed beyond the period stipulated in this Agreement, then SP undertakes that the annual



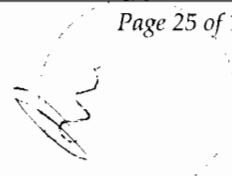
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maintenance period for such SP's Project Assets shall be extended to that extent.

- ix. SP hereby warrants that necessary service back up during the annual maintenance shall be provided and it will ensure that the performance, availability, and other metrics for application is as per Service Levels described in Service Level Agreement.
- x. Service Provider warrants that it will maintain Equipment and Software to the extent that the Service Provider has maintenance responsibility for such assets so that they operate in accordance with their specifications, including (i) maintaining Equipment in good operating condition, subject to normal wear and tear; (ii) undertaking repairs and preventive maintenance on Equipment in accordance with the applicable Equipment manufacturer's recommendations; and (iii) performing Software maintenance in accordance with the applicable Software Service Provider's documentation and recommendations.
- x) SP hereby warrants that it will collect and maintain all the information collected from various offices of MCA. All such information will be treated as Confidential Information by the SP and will not be disclosed and used by it other than the purposes set out in this Agreement.
- y) **Professional Services.** Service Provider warrants that it will provide the Services with promptness, diligence and in a workmanlike and professional manner, in accordance with the terms of the Agreement and with the practices and professional standards used in well-managed operations performing services similar to the Services.
- z) **Personnel.** Service Provider warrants that it will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Services. SP shall be responsible for the acts of its employees, sub-contractors, or any other persons deployed by it for performing its obligations pursuant to the Project. MCA reserves its right to initiate criminal action against the agents/ employees of SP for fraud or misappropriation, besides stringent penalties. The management of SP should also be made liable for action in case of fraud, under the applicable laws.



- aa) Due-Diligence. Service Provider acknowledges that it was provided sufficient access to the service recipient facilities, information and personnel and that it had sufficient time to conduct thorough due diligence.
- bb) Viruses and/or Disabling Devices. SP hereby warrants that it will use industry best practices to identify, screen, prevent and not introduce viruses and/or disabling devices (that is, counter, time lock, worms or Trojan horses) into the environment.
- cc) **Non-Infringement.** Service Provider warrants that it will perform its responsibilities under the Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret, or other proprietary rights of MCA or any third party.
- dd) Service Provider warrants that it will use commercially reasonable efforts to ensure that no forms of harmful surreptitious code or other contaminants, including commands, instructions, devices, techniques, bugs, or web bugs, or other Malware are introduced into any computer system, database, software, equipment, web site, or processes used to provide the Services. If a Malware program is found to have been introduced into any environment/system described above, the Service Provider promptly shall notify MCA in writing of the introduction and at no additional charge to MCA, assist MCA in reducing the effects of the Malware program, and if the Malware program causes an interruption of the Services, a loss of operational efficiency or loss of data, assist MCA to the same extent to mitigate and restore such losses.
- ee) For any Software used in the provision of the Services, the Service Provider warrants that it will not insert into such Software any code that would have the effect of disabling or otherwise shutting down all or any portion of the Services. With respect to any disabling code that may be part of Software, the Service Provider will represent and covenant that it shall not invoke such disabling code at any time without MCA's prior written consent.
- ff) The SP represents and warrants to the MCA that the SP shall be bound by the undertakings submitted by the SP to MCA as part of the proposal submitted by the SP.
- gg) SP hereby warrants that it will fulfill its entire obligations listed in all the volumes of RFP and the Agreement in pursuant to the Project.
- hh) Compliance and Sizing of Infrastructure



- i. SP warrants that it has sized the infrastructure and all software (including all required licenses) based on information provided by MCA in its RFP document and in accordance with the Service Level requirements and minimum specifications provided and assure MCA that the sizing is for all the functionality envisaged in the RFP document.
- ii. SP warrants that the proposed storage (primary and backup) at the Data Centre and Disaster Recovery Site as per its sizing will be sufficient to meet the MCA21 Project's requirements.
- iii. SP warrants that it shall monitor, maintain, and comply with the service levels stated in the RFP to provide quality service to MCA.
- iv. SP warrants that any augmentation of the proposed solution or storage or sizing of any of the proposed solutions (software, hardware) or resources in order to meet the requirements and/or the requisite Service Level requirements given by MCA will be carried out at no additional cost to MCA.

5.2. Representations and Warranties of the MCA

The MCA represents and warrants to SP that:-

- a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- b) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- c) upon the SP performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the SP, in accordance with this Agreement.

5.3. Performance Bank Guarantee

SP warrants to provide bank guarantee for the Agreement as a whole, valued at 10% of value of the Agreement valid for the 90 days beyond the Operative Period of Agreement



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(**“Performance Bank Guarantee/PBG”**). In case the Agreement is extended; the PBG has to be valid for 90 days beyond the extended period.

5.4. Mutual covenants, representation and warranties of the MCA and SP

The Parties represent and warrants to each other that they will be responsible for fulfilling all their responsibilities as per the Agreement.

5.5. Insurance

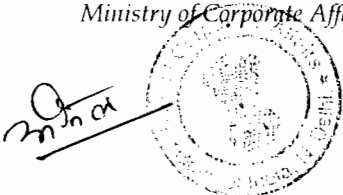
SP warrants and represents that it shall maintain adequate standard forms of comprehensive insurance including liability insurance and any other insurance for the personnel, assets, Data, Software, etc. and further agrees to provide to the MCA on request copies of such policy of insurance and evidence that the premiums have been paid. SP also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel and further agrees to provide to the MCA on request copies of such policy of insurance and evidence that the premiums have been paid.

5.6. Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

5.7. Invoking Performance Guarantee

Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the SP is unable to meet the obligations pursuant to the implementation of the Project and/or provide the operations and maintenance Services and any related scope of work as stated in this Agreement, the MCA will, inter alia, have the option to invoke the Performance Bank Guarantee after serving a written notice fifteen days in advance on the SP. Such right of the MCA shall be without prejudice to any other rights or remedies available under law or Agreement.



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ARTICLE 6: OBLIGATIONS AND COMPLIANCES**6.1. Statutory Obligations**

- a) The Agreement shall be governed by and construed in accordance with the laws of the Republic of India.
- b) SP represents and warrants to the MCA that the performance of obligations under this Agreement will not conflict with or result in a breach of any of the terms, conditions or provisions of or constitute a default or require any consent under, any instrument or arrangement to which SP is a party or violate any other Applicable Laws or any writ, order, injunction or judgment by which SP is bound.

6.2. Compliance with Laws

- a) Each Party to this Agreement 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 are subject to their respective compliance with all applicable laws and regulations.
- b) Compliance with all applicable laws: SP agrees and undertakes to observe, adhere to, abide by, comply with and notify the MCA about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them pursuant to the Project and shall indemnify, keep indemnified, hold harmless, defend and protect the MCA and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.
- c) Compliance in obtaining approvals/permissions/licenses: SP has already obtained all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this Agreement or for the conduct of its own business under any applicable Law, Government regulation/guidelines and shall keep the same valid and in force during the term of this Agreement and shall also promptly obtain all such future approvals and consents from various departments as may be required in future under any amendments in law or notifications issued by the Government, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the MCA and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.



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ARTICLE 7: FORCE MAJEURE EVENTS**7.1. Force Majeure**

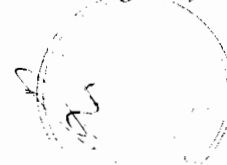
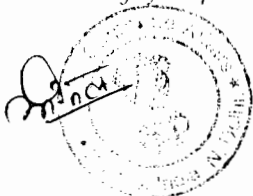
- a) Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not 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 SP), 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.
- b) 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.
- c) In the event the Force Majeure substantially prevents, hinders or delays the SP'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 SP to resume normal services at all affected sites and for all operations within a period of seven days. In the event that the SP 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.
- d) 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 SP to resume normal services under this Agreement. In case the default continues, MCA may grant an extension of time to the SP 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,



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MCA will have the option to invoke the Performance Guarantee and/or terminate the Agreement.

- e) All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule.
- f) Notwithstanding the terms of this Article, the failure on the part of the SP under the SLA or Scope of Work to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the SLA or Scope of Work against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.



ARTICLE 8: DISPUTE RESOLUTION**8.1. Informal dispute resolution**

- a) 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.

8.2. Dispute Resolution

- a) 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.
- b) Any unresolved dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement 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 there under 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.

8.3. Arbitration

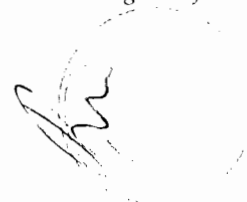
- a) Any unresolved dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by the Secretary, 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 reenactments thereof. The Arbitration proceedings will be held at New Delhi, India.
- b) 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.
- c) 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



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award rendered pursuant to this clause may be enforced by any court of competent jurisdiction.

- d) During any period of arbitration, there shall be no suspension of this Agreement.
- e) The parties specifically agree that any arbitration shall be pursuant to clause above.
- f) This clause is governed by Indian Law.



ARTICLE 9: TERMINATION AND TRANSFER**9.1. Force Majeure Event**

- a) On account of force majeure the Agreement shall stand terminated in terms of Article 7 of this Agreement.

9.2. Material Breach

- a) In the event that MCA believes that the Service Provider is in Material Breach of its obligations under this Agreement, MCA may terminate this Agreement upon giving a one month's prior written notice to the Service Provider. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
- i. If the Service Provider is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then the MCA will serve a thirty days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the MCA will have the option to terminate this Agreement and forfeit the Bank Guarantee.
 - b) Where a change of control of the Service Provider has occurred whereby the Service Provider has merged, amalgamated or been taken over, due to which the majority shareholding of the Service Provider has been transferred to another entity, the MCA may by a one month written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.
 - c) In the event that Service Provider undergoes such a change of control, MCA may, as an alternative to termination, require a full Performance Guarantee for the obligations of Service Provider by a guarantor acceptable to MCA or its nominated agencies. If such a guarantee is not furnished within seven (7) days of demand, the MCA may exercise its right to terminate this Agreement forthwith.

9.3. Obligations during Termination Period

During Termination Period, Service Provider shall, subject to where applicable to the provisions of this Article, continue to perform its obligations under this Agreement including and not limited to co-operation and co-ordination with Replacement SP pursuant to Schedule VIII of this Agreement, failing which the Service Provider shall compensate the MCA for any loss or damage occurred or suffered on account of the underlying failure/breach. Even on termination of this Agreement, Service Provider will be responsible for the continuity of the services during the Transition Period.



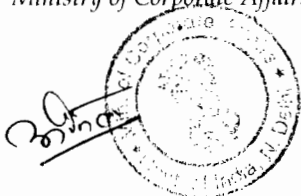
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9.4. Effects of termination

- a) Subject to Article 7, in the event of the termination of this Agreement the MCA shall have right to invoke performance bank guarantee. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule VIII of this Agreement.

9.5. Exit Management

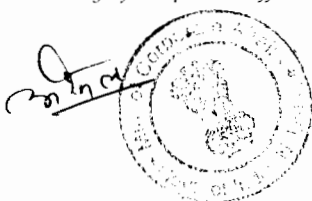
Exit Management should be carried out as per Schedule VIII on Exit Management.



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ARTICLE 10: USE OF UNDUE INFLUENCE**10.1. Undertaking by SP**

- a) SP undertakes that it has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the MCA or otherwise in procuring the Agreement or forbearing to do or for having done any act in relation to obtaining or execution of the Agreement or any other agreement with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other agreement with the Government. Any breach of the aforesaid undertaking by SP or any one employed by it or acting on its behalf (whether with or without the knowledge of SP) or the commission of any offence by SP or anyone employed by it or acting on its behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other acts/legislations enacted for the prevention of corruption shall entitle the MCA to forthwith terminate the Agreement and all or any other Agreements with SP and recover from SP the amount of any loss arising from such cancellation. The decision of the MCA or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on SP.
- b) Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of SP towards any officer/employee of the MCA or to any other person in a position to influence any officer/employee of the MCA for showing any favour in relation to this or any other Agreement, shall render SP to such liability/ penalty as the MCA may deem proper, including but not limited to termination of the Agreement, imposition of penal damages, forfeiture of the bank guarantees (including Performance Bank Guarantee) and seek immediate refund of the amounts paid by the MCA.
- c) The MCA will also have a right to consider cancellation of the Agreement either wholly or in part, without any entitlement or compensation to SP who shall in such event is liable to refund all payments made by the MCA in terms of the Agreement along with interest at the rate of 2% per annum above Prime Lending Rate. The MCA will also have the right to recover any such amount from any Agreements concluded earlier with the Ministry of Corporate Affairs.

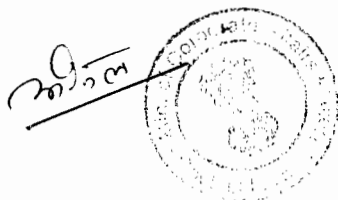


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ARTICLE 11: NON DISCLOSURE OF AGREEMENT DOCUMENTS

11.1. Undertaking by SP

Except as provided under the Agreement, SP shall not disclose and cause other parties (connected with the Project, who have been disclosed the Information on Agreement as per the terms of the Agreement) not to disclose the Agreement or any provision, specification, plan, design, pattern, sample or Information thereof to any third party, without prior written consent of the MCA. For the aforesaid purpose Parties to the Agreement shall enter into the Non-Disclosure Agreement (“NDA”) the format of which is provided in Schedule X of this Agreement.



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ARTICLE 12: ASSETS AND THIRD PARTY CONTRACTS**12.1. Purpose**

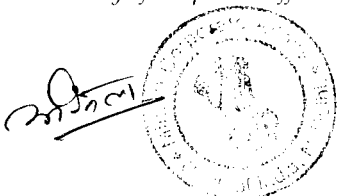
- a) This Article sets out the provisions relating to management of Assets deployed or developed for the purpose of the Project, in terms of ownership, usage, maintenance and transfer.
- b) It sets out the provisions for transfer of assets on termination or expiration of the Agreement to allow the orderly and efficient transition of the Services to MCA or its nominee/Replacement SP, as the case may be, and MCA/Replacement SP, will be able to offer the services to its stake holders without interruptions.
- c) The provisions of this Article are applicable to all the assets related to the project both physical assets and assets of intellectual property.

12.2. The Assets Categories and Description

- a) For the purpose of administering this Agreement the assets under management include all kinds of physical assets like premises, buildings, computer hardware etc. and all kinds of intangible assets like intellectual property viz. software and software tools.
- b) The third party contracts for works and services deployed for the purpose of this project are also governed by this Article.
- c) For the purpose of administering this Agreement the different assets both physical assets and intellectual property assets are grouped into the following categories based on the nature of ownership and usage.
 - i. Assets of MCA allowed to be used by the SP to deliver the services;
 - ii. Assets bought and deployed exclusively for the purpose of this Project by SP and has been paid by MCA;
 - iii. Assets bought or deployed for the project by SP but not the exclusively for the Project;
 - iv. Assets owned by the SP but deployed for the Project either for a fee or not;
- d) For the purpose of administering this Agreement, the provisions are applicable to assets irrespective of the time of deployment of the assets. It is applicable to
 - i. Assets listed for deployment during the initial periods of the Agreement as committed in the proposal;
 - ii. Assets deployed during the Agreement periods to meet the service requirements or performance requirements or as requested by MCA.

12.3. MCA's Assets

- a) MCA will be the sole and exclusive owner of the following:
 - i. All Supplied assets owned by MCA as of the Effective Date;
 - ii. All assets acquired by MCA from Third Parties after the Effective Date;

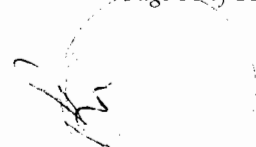
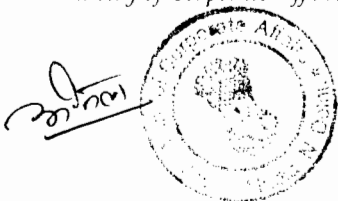


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- iii. All assets developed by MCA after the Effective Date;
 - iv. All assets procured, replaced, deployed and developed by the Service Provider or its sub-contractors (including assets jointly developed with MCA) under the Agreement, including foreign intellectual property rights in such assets and all modifications, enhancements, and derivative works of such assets as per the Build Own Operate and Transfer Model.
- b) MCA will grant to the Service Provider a limited, non-exclusive license during the Term to use, operate, access, copy, maintain, modify, enhance, and create derivative works of MCA assets for the sole purpose of providing the Services under this Agreement.
 - c) The Service Provider may not use MCA assets for any other purpose, and may not sublicense any rights with respect to MCA assets, except to Service Provider Subcontractors who will need rights to such assets to provide the Services, without MCA's prior written consent.
 - d) The Service Provider will cease use of MCA assets upon expiration or termination of the Agreement.

12.4. MCA Supplied Assets

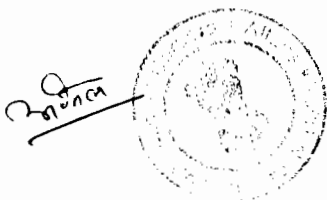
- a) MCA Supplied assets includes the office space, the physical assets associated with the office, computer hardware, software, internet domains, or any other intellectual property assets, belonging to MCA and earmarked by MCA for the purpose of the Project and used by SP for the Project are treated as the MCA Supplied assets for the Project.
- b) The ownership of the various offices and MCA Supplied assets shall always remain vested with the MCA. The rights of the SP in the various offices and MCA Supplied assets shall only be that of a bare licensee of such assets and the SP shall neither assign, transfer, sublet, create any charge or encumbrance, nor shall the SP create or permit creation of any third party rights whatsoever, on whole or any part of the MCA Supplied assets or various offices. It is expressly agreed that the SP rights in the various offices and/or the MCA Supplied assets shall cease without the need for any action to be taken by the MCA upon the termination of this Agreement for any reason whatsoever.
- c) The SP shall not without the prior written consent or approval of the MCA or the designated agency use the MCA Supplied assets for any purpose other than for the purposes of the Project and Services and purposes incidental thereto as permitted under this Agreement or as may otherwise be approved by the MCA.
- d) The details of the assets earmarked by the MCA for the purpose of the Project and used by SP shall be listed in a register duly signed by the representatives of SP and MCA.
- e) The ownership of MCA Supplied assets lies with MCA.



- f) SP is responsible for ensuring that the MCA supplied assets are used for the purpose of the Project only.
- g) If SP is found to be using the MCA supplied assets for any other activity other than, directly or indirectly, related to the Project, the MCA has the rights to terminate the Agreement forthwith, in addition to initiate appropriate proceedings and claim relief (including damages) against SP for the misuse of the MCA supplied assets.
- h) The MCA supplied assets shall not be transferred or moved by SP either within or outside the premises of MCA without the prior written consent of the MCA.
- i) The SP is not allowed to use the MCA/Project domain name for publicizing its own brand images or any other purpose other than the ones related to the Project.
- j) Acceptance of the MCA assets
 - i. The SP accepts possession of the MCA assets on 'as is where is' basis and confirms having inspected the Supplied assets;
 - ii. satisfied itself and obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the SP and its rights and obligations under or pursuant to this Agreement.

12.5. Assets for exclusive use of MCA and third party contracts

- a) All the software licenses, hardware, networking components bought for the purpose of the Project and deployed for the Project are the assets bought for MCA;
- b) These assets include the ones provided to MCA/Project by the SP during the course of its performance under this Agreement, the SLA which includes but is not limited to Bespoke Software as defined in this Agreement in which subject to the foregoing provisions of this Article, all right, title and interest in and to such Deliverables, shall, immediately upon creation vest in MCA. To the extent that the SP proprietary information is incorporated within the Deliverables, SP 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), transfer, sell, transport to MCA facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of MCA of such SP proprietary information.
- c) SP has to ensure that all the licensing conditions of the licensed software bought for the purpose of this Project are not violated in terms of metrics of usage.
- d) Ensure that the IP rights of the licensed software bought for the project are not violated.
- e) The agreements with the OEMs for supply of goods and service including but not limited to hardware, network components, software applications, service contracts for annual maintenance support, specialized services for audit/testing etc. will be



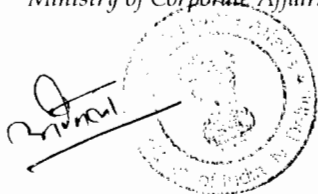
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assigned to the MCA or its nominees and will indicate MCA as "End Users" as per the Agreement.

- f) The contracts executed by SP to procure any of the services or SP's Project Assets to be used by SP in the Project, including but not limited to development tools, testing facilities, outsourcing contracts, services agreement during the Project are to be treated as "Third Party Contracts" and shall be assigned to the MCA on the expiry or early termination of this Agreement and on such an event they are automatically treated as MCA assets.
- g) During the term of the Agreement, the third party contracts are owned by SP and the liability for these contracts lies solely with SP.
- h) SP will share these contracts and licenses in entirety with the MCA or its designated nominee and MCA will have the right to further share or sub-license these contracts with other entities at its sole discretion. However, during the term of term of this Agreement the ultimate responsibility towards the OEMs etc. will be of the SP.
- i) The MCA will have the right to overrule any restrictive clauses or clauses limiting the ownership of these contracts.
- j) In the event of termination of the Agreement, SP shall transfer/assign or cause to be transferred/assigned to the MCA or its nominee such third party contracts which are valid and subsisting and which the MCA has chosen to take over at its sole discretion as per Schedule VIII – Exit Management hereof.
- k) All the copies of third party contracts and licenses should be provided to the MCA within [30] days from execution of that agreements /contracts/ documents.

12.6. Shared Assets

- a) This includes the assets provided to MCA and/or Replacement SP by the Service Provider during the course of its performance under this Agreement, the SLA in which Service Provider retains the rights to but grants to the MCA, subject to the foregoing provisions of this schedule 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 the MCA and/or Replacement SP at the locations provided by MCA, and prepare from them, use and copy derivative works for the benefit of and internal use of MCA and/or Replacement SP. If the Service Provider proceeds to apply for, or assign to any third party, any patent rights relating to such Deliverables, the Service Provider will ensure that MCA's and/or Replacement SP's rights as provided herein are preserved.
- b) Service Provider will ensure that no third party contracts for any of the shared assets will restrict the access to MCA or its nominees for the purpose of audit.



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12.7. The rights of usage and transfer

- a) The asset transfer will take place as elaborated in the Exit Management Schedule as set out in Schedule VIII of this Agreement.

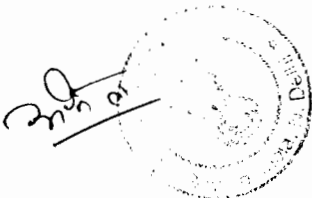
12.8. Management of Assets

- a) The asset list under different heading are prepared and submitted to MCA or its nominees every six months with details of usage conditions, metrics of usage for licenses, the validity period, ownership, the name of the parties etc.
- b) The assets bought during the project also need to be included – the software and hardware irrespective of their inclusion in the BOM, but deployed during the project Term – hardware and software.
- c) All the licenses or assets or third party contracts should be bought in at the same conditions as dictated in the RFP like the assignment clause.

12.9. Mechanisms for up keep and audit of assets

The SP is required to ensure during the period of this Agreement:

- a) 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 / operated by the SP exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement.
- b) 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 industry standards as at the date the SP takes control of and/or first uses the Assets and during the entire Term of the Agreement.
- c) Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Service Provider will be followed by the SP and any person who will be responsible for the use of the Assets.
- d) Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the SP or as may, in the reasonable opinion of the SP, be necessary to use the Assets in a safe manner.
- e) Ensure that the Assets that are under the control of the SP, are kept suitably housed and in conformity with Applicable Law;
- f) Procure permission from the MCA or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- g) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.



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- h) Provide access to MCA or its designated agencies to audit all the assets deployed for the project, irrespective of the location where they are placed.

12.10. Asset conditions prior to transfer

Upon service of a notice under this Article the following provisions shall apply:

- a) in the event, if the Assets to be transferred are mortgaged to any financial institutions by the SP, the SP shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the MCA or its nominees.
- b) All risk in and title to the Assets to be transferred / to be purchased by the MCA pursuant to this Article shall be transferred to MCA, on the last day of the exit management period.
- c) The outgoing SP will pass on to MCA and/or to the Replacement SP, the subsisting rights in any leased properties/ licensed products on terms not less favorable to MCA/ Replacement SP, than that enjoyed by the outgoing SP.

12.11. Required Consents

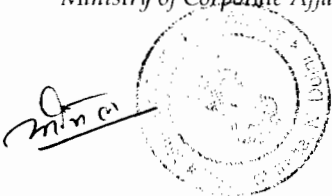
- a) The Service Provider will be responsible for obtaining all consents required to implement any transfer of Assets or to secure any rights of use of or access to any Assets required by the Service Provider in providing the Services, including Equipment, Software, or Third-Party Contracts ("Required Consents").
- b) The Service Provider will be responsible for the financial costs of and any liability resulting from its failure in obtaining Required Consents (e.g., for any transfer or upgrade fees).
- c) The Service Provider shall describe the resources and approach it will utilize, as well as the schedule that it will follow, to obtain Required Consents during transition.
- d) If the Service Provider is unable to obtain a Required Consent, the Service Provider shall implement, subject to MCA's prior approval, alternative approaches as necessary to provide the Services without such Required Consents. The Service Provider will be responsible for the financial costs of such alternative approaches.

12.12. Exercise of Rights

For Equipment leases, Software licenses, or Third-Party Contracts the Service Provider shall exercise termination or extension rights as directed by the MCA or after consultation with MCA, provided that the Service Provider shall be responsible for the costs, charges, and fees associated with the exercise of such rights.

12.13. Compliance with Terms

To the extent that MCA provides the Service Provider with access to or use of leased Equipment, licensed Software, or third party contracts the Service Provider will comply with

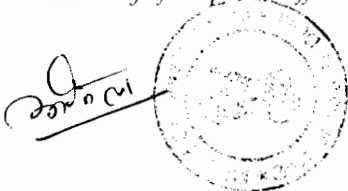


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all the obligations of such leases, licenses, and third party contracts. The Service Provider will cease use of such items upon expiration or termination of the Agreement.

12.14.Refresh and Standardization

- a) The Service Provider shall be responsible for Refresh of technology under its control as necessary to meet Service Levels under the Agreement and as specified in the scope of work.
- b) MCA's approval will be required for changes that may involve risk to the business.
- c) If the Service Provider's proposed solution involves the use of Service Provider Facilities or services to be shared with other Service Provider customers, the Service Provider will describe in detail the Service Provider's suggested standards and the process for regulating Change to the environment and accommodating MCA's specific needs.



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ARTICLE 13: INTELLECTUAL PROPERTY**13.1. Products**

Except to the extent otherwise expressly provided in this Agreement, the MCA, shall retain exclusively all right, title and interest in the trademark patents, copyrights, trade secrets, operating practices/ procedures or other intellectual property rights ("Intellectual Property Rights/IPR") relating to the Assets and related solutions, including but not limited to, portal application, portal infrastructure, database, forms and the compilations any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing to which the MCA has sovereign rights and nothing herein shall or will be construed or deemed to grant to the Service Provider any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.

13.2. Bespoke development

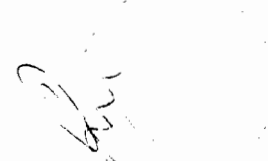
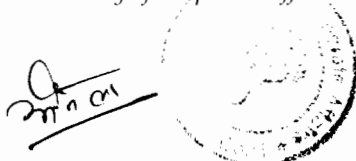
Subject to the provisions of Clause 13.2 and 13.3 below the IPR rights for any bespoke development done during the implementation of the Project will lie with MCA.

13.3. Pre-existing work

All IPR including the Source Code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the Services for this Agreement, each Party grants to the other Party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other Party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of Services, upon payment in full, the Service Provider should grant MCA a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to MCA as part of the service or deliverables only for its internal business operations. Under such license, either of Parties will have no right to sell the pre-existing work of the other Party to a third party. MCA's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with MCA at the conclusion of performance of the services.

13.4. Other works

The Intellectual Property Rights of all the assets exclusively purchased and/or used for MCA and /or created during the term of this Agreement shall always remain vested with the MCA. However, it is clarified that all the ownership rights etc. on the bespoke development



and pre-existing application, infrastructure, and other assets will always remain vested with the MCA.

13.5. Residuals

In no event shall Service Provider be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Service Provider shall be free to use its general ideas, skills and experience, and any ideas, concepts, know-how, and techniques which either Party, individually or jointly, develops or discloses under the Agreement; except to the extent such use infringes the intellectual property rights of the other Party or Third Parties or breaches its confidentiality or other obligations under the Agreement or other agreements with the other Party or Third Parties.

13.6. Other Deliverable Materials

- a) The MCA will own the copyright in all deliverable materials created under this Agreement by SP. The Commercial Off-the-Shelf (COTS) products and their IPRs will be owned and controlled by the Original Equipment Manufacturers (OEMs) like IBM, Microsoft, Oracle and Sun. The IPR of any product or software which has been developed/ enhanced/ modified/ configured by the SP shall be transferred to the MCA.
- b) SP agrees that ownership of all Intellectual Property Rights for any functional and technical process of MCA or Information or materials or MCA Supplied assets provided to SP by the MCA shall remain vested in the MCA.
- c) SP agrees that the MCA shall own all Intellectual Property Rights in all Assets procured, purchased and produced exclusively for the MCA by SP pursuant to this Agreement including improvements that are developed by SP for the MCA. SP shall execute necessary documents and instruments to perfect the ownership of MCA in respect of the aforesaid materials.
- d) Materials — including but not limited to software, tools, processes, policies, and documentation — developed by the Service Provider or its subcontractors under the Agreement will be considered "works made for hire" for MCA ("Developed Materials"). Such Developed Materials shall belong exclusively to MCA. The Service Provider may use such Developed Materials solely to provide the Services during the Term.
- e) The Service Provider shall irrevocably assign, transfer, and convey to MCA all right, title, interest, and ownership in such Developed Materials.
- f) The Service Provider shall promptly disclose in writing to MCA each instance of Developed Materials that is developed as a result of Services. With respect to each



disclosure, the Service Provider shall indicate the features or concepts that it believes to be new or different.

- g) For any Developed Materials, which are Software and for which the Source Code is not generally available to MCA, a current copy of such Source Code shall be maintained in escrow.

13.7. Infringement of Intellectual Property Rights

- a) SP confirms that there shall be no infringement of any patent or intellectual & industrial property rights as per the applicable laws of relevant jurisdictions, having requisite competence, in respect of the Assets or any part thereof, supplied under this Agreement. SP shall indemnify the MCA against all cost/claims/legal claims/liabilities arising from third party claim at any time on account of the infringement or unauthorised use of patent or intellectual & industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, SP shall be responsible for the completion of the development and uninterrupted use of such Asset or any part thereof by the MCA and persons authorised by the MCA, irrespective of the fact of claims of infringement of any or all the rights mentioned above.
- b) If, as a result of such claim, the MCA is enjoined from using such Asset or any part thereof or in is likely to be enjoined, SP, at its expense, shall (i) modify such Asset (provided its functionality is not impaired) so that it is no longer infringing and obtains a certificate to the said effect from the party claiming infringement, (ii) replace such Asset with a functionally equivalent of the same, or (iii) obtain the right for the MCA to continue using such Assets.
- c) SP shall not use the Data for any purpose other than providing the Services under this Agreement. Further, SP shall not use the Data to provide services for the benefit of any third party, as a service bureau.
- d) SP shall indemnify, defend and hold harmless MCA and their respective officers, employees, successors and assigns, from and against any and all losses arising from claims by third parties that any deliverable (or the access, use or other rights thereto) created by SP pursuant to this Agreement or any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by SP or sub-contractors to the SP pursuant to this Agreement (i) infringes a copyright enforceable in India, (ii) infringes a patent issued in India, or (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of the India (collectively, "Infringement Claims"); provided, however, that this 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 SP or SP's sub-contractors) at the direction of MCA.
- e) For a third party product supplied by SP, SP shall pass on to MCA all the indemnities offered by the third party.



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- f) Materials — including but not limited to software, tools, processes, policies, and documentation — developed by the Service Provider or its subcontractors under the Agreement will be considered "works made for hire" for MCA ("Developed Materials"). Such Developed Materials shall belong exclusively to MCA. The Service Provider may use such Developed Materials solely to provide the Services during the Term.
- g) The Service Provider shall irrevocably assign, transfer, and convey to MCA all right, title, interest and ownership in such Developed Materials.
- h) The Service Provider shall promptly disclose in writing to MCA each instance of Developed Materials that is developed as a result of Services. With respect to each disclosure, the Service Provider shall indicate the features or concepts that it believes to be new or different.
- i) For any Developed Materials, which are Software and for which the Source Code is not generally available to MCA, a current copy of such Source Code shall be maintained in escrow.

13.8. Trademarks and Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that Service Provider may, upon completion, use the Project as a reference for credential purpose. 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, such approval not to be unreasonably withheld or delayed provided however that Service Provider may include MCA or its client lists for reference to third parties subject to the prior written consent of MCA not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.



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ARTICLE 14: ACCESS TO BOOKS OF ACCOUNTS, AUDIT AND REPORTING**14.1. Access to Books of Accounts, Audit and Reporting**

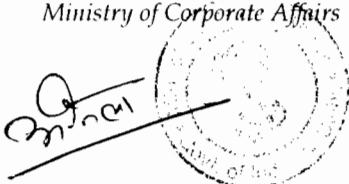
- a) SP shall provide access to the auditors of the MCA or the authorised representatives of the MCA to all the information which is in possession or control of the SP and which related to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the MCA as per the Audit, Access and Reporting Schedule.
- b) SP should provide the MCA or its authorized representatives necessary Information/right to inspect the documents or Information as per Schedule IX.



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ARTICLE 15: PERSONNEL**15.1. Supervision and Management**

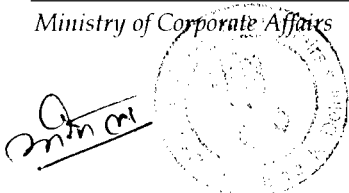
- a) Personnel assigned by SP to implement the Project shall be employees of SP, and under no circumstances will such personnel be considered employees of the MCA.
- b) SP agrees that no right of any employment with MCA shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by SP, pursuant to this Agreement.
- c) All remuneration, claims, wages, dues of such employees, agents, contractors, subcontractors of SP is agreed to be paid by SP alone and the MCA shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of employee, agents, contractors, and subcontractors of SP.
- d) SP has the responsibility for payment of such personnel's entire compensation, including salary, withholding of income taxes and other taxes as applicable, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws
- e) SP shall have the sole responsibility for supervision and control of its personnel and ensuring that they carry out their assigned job in a professional manner.
- f) SP shall use its best efforts to ensure that sufficient SP personnel are employed to perform the services pursuant to the Project, and also that such personnel have appropriate qualifications to perform the Services.
- g) The MCA has the right to seek the replacement of any member of the Project team being deployed by SP or the subcontractor, based on the assessment of the MCA that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
- h) Except as stated in this Article, nothing in this Agreement or the SLA will limit the ability of SP to assign or reassign its employees; provided that SP shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. The MCA shall have the right to review and approve SP's plan for any such knowledge transfer. SP shall maintain the



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same standards for skills and professionalism among replacement personnel as in personnel being replaced.

- i) In the event that the MCA requests that any SP personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 15 Working Days from the date of such requests.
- j) The MCA would like to identify those persons whose profiles were the basis for the evaluation of the competence of SP to carry out the implementation of the Project at the MCA as the "Key personnel" as listed in Schedule II. It is the responsibility of SP to deploy these resources either on a full time or part time basis for the activities they have been proposed to be deployed during the Project as per the response to the RFP submitted by SP.
- k) In the event that the MCA identifies any personnel of SP as "Key Personnel", then SP shall not remove or replace such personnel without the prior written consent of the MCA under the applicable section of this Agreement unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
- l) Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of SP to freely assign or reassign its employees; provided that SP 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 SP's plan for any such knowledge transfer. SP shall maintain the same or higher standards for skills and professionalism among replacement personnel as of the personnel being replaced.
- m) SP shall define a succession plan for the key personnel and submit the same to MCA.
- n) Under exceptional circumstances when the Key Personnel are to be replaced or removed, SP shall put forward the profiles of personnel being proposed as replacements. These profiles should be either equivalent or better than the ones being replaced. However whether these profiles are better or equivalent to the ones being replaced will be decided by the MCA or its authorised representative. The MCA or its authorised representative will have the right to accept or reject these substitute profiles.
- o) In the event that any Key Personnel is to be replaced for reasons not attributed to the MCA the substitution of such personnel shall be accomplished pursuant to a



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mutually agreed upon schedule but not later than 7 Working Days from the date of exit of such personnel.

- p) In the event that the Key Personnel are to be replaced, it can be done only by following the procedure in Schedule II.
- q) Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- r) SP warrants that its personnel shall at all times comply with security regulations in effect from time to time at the MCA premises and externally for materials belonging to the MCA.
- s) SP will comply with the directions issued from time to time by the MCA and the standards related to the security and safety insofar as it applies to the personnel operating out of the MCA premises.

15.2. The Minimum Proficiency

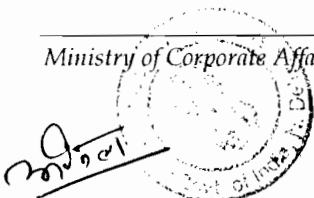
The MCA would like to identify certain roles of the Project team being deployed by SP during the implementation of Project, as key roles as per Schedule II. These key roles are identified to be critical to the success of the Project and it is expected that these key roles will be staffed with personnel with adequate proficiency. The minimum proficiency in terms of expertise, skills and educational qualifications are listed in Schedule II.

15.3. Clearance for Personnel

- a) In pursuance of the conditions in the RFP, SP undertakes that all the personnel being deployed by SP for the Project are Indian nationals.
- b) It is the responsibility of SP to ensure that all the personnel deployed by SP for the Project are not involved in any criminal or antinational activities.

15.4. Liability for Actions of the Personnel

- a) SP agrees to be responsible for managing the activities of its personnel or the personnel of its subcontractors (if any) and shall be accountable for both.
- b) The SP agrees and shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, etc., which is outside the scope of power vested or instructions issued by the MCA.

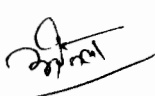


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- c) SP agrees and shall be the principal employer of the employees, agents, contractors, subcontractors, OEM personnel etc. engaged by SP and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of instructions or outside the scope of instructions set out in the Agreement.
- d) SP agrees to hold the MCA, its employees, representatives and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the MCA through the action of its employees, agents, contractors, subcontractors, OEM Personnel etc.
- e) The MCA agrees to inform SP of all breaches and claims of indemnification and agrees to grant SP sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims and the expenses of such activities are directly borne by SP.
- f) The written demand by the MCA as to the loss / damages stated in Articles 15.4(a) to (e) shall be final, conclusive and binding on SP and SP agrees and shall be liable to pay on demand the actual amount of such loss / damages caused to the MCA.

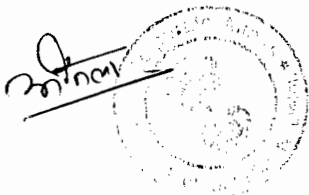
15.5. Personnel during Exit Management

- a) At any time during the exit management period, SP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the MCA a list of all employees (with job titles) of SP dedicated to providing the services at the commencement of the exit management period.
- b) On the termination of the Agreement during annual maintenance Stage, the MCA will have the right to identify SP personnel and demand their presence for knowledge transfer to the MCA or the Replacement SP.
- c) If the MCA hires the services of another agency on the termination/expiry of the Agreement, or before that, to carry out the next phase of "roll out" of the application, SP shall cooperate with the new agency in knowledge transfer and the MCA shall have the right to demand the presence of the required personnel from SP for this purpose.



ARTICLE 16: INFORMATION SECURITY AND AUDIT RIGHTS**16.1. Information Security**

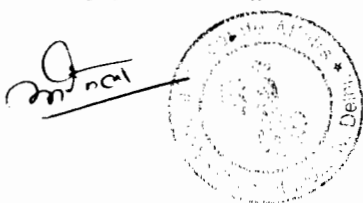
- a) SP shall comply with the Information Technology security and standards policies in force from time to time at the various offices of the MCA and SP, and which the MCA makes SP aware insofar as the same apply to the Project.
- b) The SP shall report forthwith in writing all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.
- c) SP shall upon request by the MCA participate in regular meetings when safety and Information Technology security matters are reviewed.
- d) The SP shall promptly report in writing any act or omission which it is aware that could have an adverse effect on the proper conduct of safety and information technology security at the various offices of MCA.
- e) The Parties acknowledge that high level of security needs to be maintained. All persons employed by SP for this Agreement shall undergo verification as per regulations in force in MCA. SP undertakes to treat information passed on to them under this Agreement as classified. Such Information will not be communicated/published/advertised by SP to any person without the express permission of the MCA.
- f) Any private, proprietary or classified Information which has to be made available by the receiving party (SP) to a third party for the execution of this Agreement, shall be submitted to such a third party with the same restrictions as included in this Article.
- g) SP undertakes to meet the laid down security requirements/stipulations. All the matters related to the Agreement will be treated as classified and highly confidential and shall not be communicated to anybody (except for the purpose of this Agreement) or published/advertised without the written consent of the MCA.



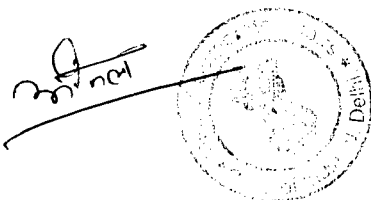
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16.2. Confidential Information

- a) SP recognizes that during the term of the Agreement, sensitive Data will be procured and made available to it, its sub-contractors and agents and others working for or under SP. Further, SP also recognises that any improper and unauthorised disclosure or usage of the Project Data by any such recipient may constitute a breach of applicable laws causing harm not only to MCA but also the Stakeholders whose data is used. SP, its subcontractors and agents shall demonstrate utmost care, sensitivity and strict confidentiality. SP, its sub-contractors and agents shall strictly follow the provisions of IT Rules, 2011 especially with regard to sensitive information. Any breach of any confidentiality obligation set out in the Agreement including Articles will result in MCA a right to seek injunctive relief and damages suffered or are reasonably likely to be suffered and the cost incurred to mitigate the implication of such disclosure or usage, from the SP.
- b) **“Confidential Information”** means any and all information that is or has been received by either Party (the “Receiving Party”) from the other Party (the “Disclosing Party”) and that: (a) relates to the Disclosing Party; and (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or (c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- c) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, designs, specifications, graphs, plans, charts, studies, memoranda or other documents, or materials relating to the Software, the modules, the Program Documentation, the Source Codes, the object codes and all Enhancements and Updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal Documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, Projects, technology, finances (including revenue projections, cost summaries, pricing formulae), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.
- d) **“Confidential Materials”** shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.



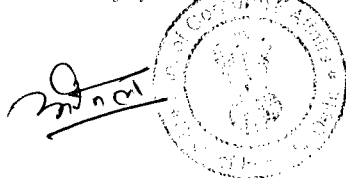
- iv. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- c) The Receiving Party who receives the Confidential Information and materials agrees that on a regular basis or in receipt of a written demand from the Disclosing Party :-
- i. Immediately return all Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - ii. Hand over all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its associates to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.
 - iii. Expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - iv. Furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- d) The restrictions in this ARTICLE 16.3 shall not apply to:
- i. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this Agreement); or
 - ii. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure; or



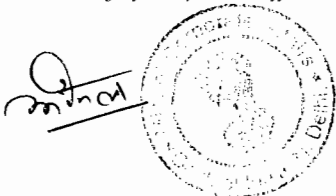
- iii. Is identified in writing by the Discloser as no longer proprietary or confidential.
- e) The Receiving Party agrees that its obligation under this Section with respect to confidentiality will survive the termination of this Agreement.
- f) Confidential Information shall be and remain the property of the Discloser and nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's Confidential Information otherwise than as is expressly set out in this Agreement.
- g) Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this Article by the other Party and that the MCA 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, but shall be in addition to all other remedies available at law or equity to the damaged Party.
- h) In connection with the Project under this Agreement, the MCA may from time to time undertake one or more quality assessment reviews for the purpose of improving quality of the Project. In order for such reviews to be frank and candid, for the greatest benefit to the MCA and SP, 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 the MCA which is licensed to SP 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 the MCA related to this Agreement or the Project.
- i) SP agrees that all information processed, stored, or transmitted by SP equipment belongs to the MCA. By having the responsibility to maintain the equipment, SP agrees not to acquire implicit access rights to the information or rights to redistribute the information.
- j) SP understands and agrees that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

16.4. Information Ownership

- a) MCA Data will be and remain the property of MCA. The Service Provider and its subcontractors, if any, will not utilize MCA Data for any purpose other than that of rendering the Services under the Agreement.



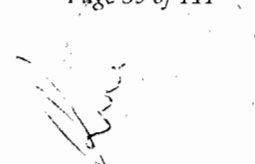
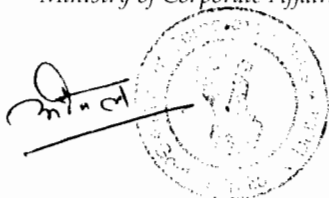
- b) All operational data developed, maintained, or otherwise used by the Service Provider in delivering the Services shall be considered MCA Data, except for information regarding the Service Provider's personnel and the Service Provider's costs. MCA shall have an unrestricted right to use, or to have Third Parties use on its behalf, such operational data.
- c) As requested by MCA at the end of Term or at termination of the Agreement (regardless of the type of termination), MCA Data shall be returned to MCA in a form acceptable to MCA or shall be destroyed as directed by MCA.
- d) Service Provider shall provide to MCA and its Affiliates access to the MCA Data in Service Provider's or Service Provider's contractors possession or control on demand.
- e) The Service Provider will (i) comply with all MCA security policies, information protection, and privacy policies, procedures, standards, requirements, and specifications provided to the Service Provider; (ii) provide appropriate Equipment and Software to implement security solutions; (iii) segregate all MCA Data from that of any other client; and (iv) provide direct access to assets and information pertinent to MCA's investigations, compliance reviews, and audits.
- f) SP agrees that all information processed, stored, or transmitted by the SP's Project Assets or SP Assets for Own Use belongs to the MCA. By having the responsibility to maintain the equipment, SP agrees not to acquire implicit access rights to the information or rights to redistribute the information.
- g) SP understands and agrees that civil, criminal, or administrative implications may arise for failure to protect information appropriately.
- h) SP agrees that:-
- i. All customers', supplier's, associated organisations and process information related information of the MCA is considered as sensitive and will be protected from unauthorized disclosure, Modification or access.
 - ii. Any sensitive information of the MCA would be protected from unauthorized disclosure, Modification or access.



- iii. The type of sensitive information that will be found on the MCA systems that SP agrees to support or have access to includes but not limited to , process information, user rights, security features & guidelines, disaster management practices etc.

16.5. Privacy and Security Safeguards

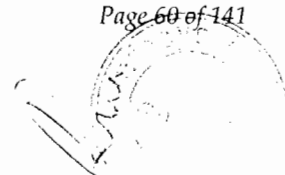
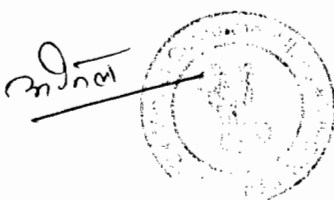
- a) SP agrees not to publish or disclose in any manner, under any circumstances the details of any security safeguards designed, developed, or implemented by SP under this Agreement or existing at any of the MCA offices.
- b) SP agrees to develop procedures and implementation plans to ensure that IT resources (being used during the testing phase or annual maintenance phase) leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all the MCA information, data and sensitive application software.
- c) SP understands and agrees to the fact that very sensitive Confidential Information about the MCA and general public will be made available to it, pursuant to the Project. SP agrees not to disclose and/or use such information in any manner whatsoever except for fulfilling its obligations under the Agreement and pursuant to the Project.
- d) The Service Provider shall establish and maintain safeguards against the unauthorized access, destruction, loss, or alteration of MCA Data in the possession of the Service Provider or its subcontractors that are no less rigorous than the most rigorous practices of MCA or the Service Provider as of the Effective Date. MCA shall have the right to establish backup security for MCA Data and to keep backup and files for such data in its possession if it chooses. Service Provider personnel and subcontractors will not attempt to access or allow access to MCA Data that is not required for the performance of the Services by such personnel. The Service Provider will promptly notify MCA of any breach or potential breach of security relating to MCA Data and will investigate and remediate the effects of such breach or potential breach.
- e) Each Party's confidential information shall remain the property of that Party. Each Party shall use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the confidential information of the other as it employs with respect to its own information of a similar nature. The Service Provider shall require that its employees, agents, and subcontractors comply with the confidentiality



restrictions of the Agreement. In the event of unauthorized disclosure or loss of confidential information, the receiving Party shall immediately notify the furnishing Party in writing. These responsibilities shall survive the expiration or termination of the Agreement.

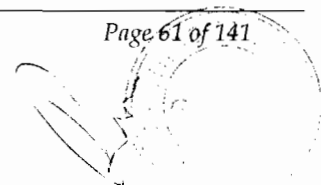
16.6. Access for Inspection

- a) SP shall be obliged to extend all co-operations to the MCA personnel or the experts appointed by the MCA for purposes of verifying that the Project Systems and the project facilities and the activities within the Project team are operated and maintained in compliance with Information Technology Security Policies of MCA.
- b) Additionally, SP shall upon prior intimation by the MCA provide the MCA personnel or the authorized representatives of the MCA access to the SP's Project Assets/the project facilities and documents for inspection and review of operations and also to ascertain compliance with any of the requirements under this Agreement.
- c) Without prejudice to the generality of this provision, it is agreed that SP shall in particular extend all co-operation and information required by the experts appointed by the MCA for conducting a security audit and verifying that the Project/project facilities and Services are in strict compliance with the information security requirements.
- d) These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, Network security controls and program change controls.
- e) SP agrees to provide the MCA access to various monitoring and performance measurement systems (both manual and automated). The MCA has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to SP.
- f) The audit, access, reporting and inspection rights of the MCA under this Article shall be governed by Schedule IX of the Agreement.



ARTICLE 17: INDEMNITIES, LIMITATIONS OF LIABILITIES**17.1. Third Party Claims**

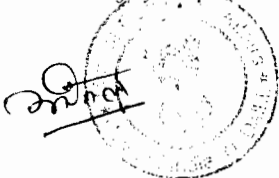
- a) Service Provider (the "Indemnifying Party") undertakes to indemnify MCA (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
- b) The indemnities set out in this Articles 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~~ may at its option (but shall not be obligated to), at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;



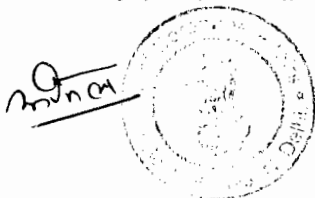
- iii. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. All settlements of claims subject to indemnification under this Clause will:
 - a. be entered into only with the 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 account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. 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 defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- ix. if a Party makes a claim under the indemnity set out under Clause 17.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

17.2. Limitation of Liability

- a) SP's aggregate liability for damages shall be capped at 100% of the value of the Agreement provided that this limit shall not apply to 1) the bodily injury (including death) and damage to real property and tangible personal property caused by SP's negligence/ fraud/willful misconduct and/or 2) the intellectual property infringement claims as per ARTICLE 13.
- b) SP shall not in any event be liable for any indirect or consequential damages except with respect to the bodily injury (including death) and damage to real and tangible personal property caused by SP's negligence/ fraud/willful misconduct.



- c) Neither this Agreement nor the Services delivered by SP under this Agreement 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, as the case may be.
- d) Title and Risk of Loss. SP shall bear the risk of loss on Assets; up to the time they are transferred and handed over to the MCA - after which it shall stand transferred to the MCA. SP shall arrange and pay for insurance to cover such item until it is transferred and even after the transfer of the Assets till the insurance policies come up for a renewal.
- e) Notwithstanding what has been stated elsewhere in this Contract and the Schedules attached herein, MCA shall not be liable to SP for any indirect or consequential damages.



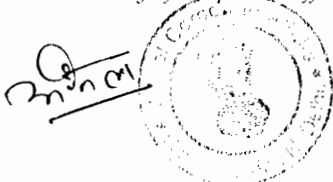
ARTICLE 18: MISCELLANEOUS**18.1. Entire Agreement**

- a) This Agreement shall constitute the entire agreement amongst the Parties hereto in respect of the subject matter hereof. If there is any aspect of the Project not covered by any of the provisions of this Agreement, then and only in that event, reference may be made by the Parties to the bid documents, inter alia including the clauses and materials of all the specifications, terms and conditions of RFP, issued by the MCA and also including the addendums, clarifications given in writing in the pre-bid meetings and the submissions of SP and the bid submitted by SP but not otherwise. In case of any contradictions in the terms of this Agreement and any such other bid documents as referred to above, the terms of this Agreement shall prevail.
- b) This Agreement, including all documents incorporated herein by reference, constitutes the complete and final agreement between the MCA and SP with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, written or oral understandings and agreements, between the Parties regarding such subject matter.
- c) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

18.2. Notices

- a) Except expressly otherwise provided in this Agreement, any notice or other document, which may be given by either Party under the Agreement, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission or by email.
- b) All the notices will be initiated by the designated officers of the respective Parties

NOTE: All the notices will be sent to the "principal officers" of both Parties with a copy marked to the designated initiating officers of the other party.



- c) In relation to a notice given under the Agreement, any such notice or other document shall be addressed to the other Party's address as set out below:

MCA:

Director, e-Governance

Ministry of Corporate Affairs

5th Floor, Shastri Bhavan, New Delhi - 110 001

Email Address: dirad4-mca@nic.in

Tel: 011-23070954

SP:

Vice President and Head,

India Business Unit

Infosys Limited

Regd. Office: Electronic City, Hosur Road,
Bangalore – 560100

Email Address: cnraghupathi@infosys.com

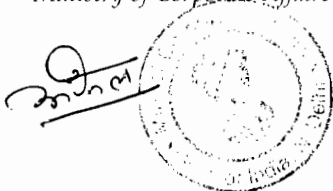
Tel: 080 28521720

- d) Any 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) between the hours of 9.00 am and 5.00 pm (or on the next Working Day thereafter if delivered outside such hours) 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 between the hours of 9.00 am and 5.00 pm (or on the next Working Days thereafter if delivered outside such hours), and 7 Working Days from the date of posting (if by letter under Regd. AD)
- e) Either Party to the Agreement 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.

18.3. Independent Contractors

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement and, except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party:

- a) To incur any expenses on behalf of the other Party,



- b) To enter into any engagement or make any representation or warranty on behalf of the other Party,
- c) To pledge the credit of or otherwise bind or oblige the other Party,
- d) To commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

18.4. Sub Contractors

SP shall not subcontract any work related to the data centres, disaster recovery centers, public key infrastructure and the payment gateway to be performed under this Agreement without the MCA's prior written consent. Any sub-contracting by SP shall be as per the terms of the Agreement. It is understood by the Parties that SP shall be liable for any such subcontracting and further SP shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. SP undertakes to indemnify the MCA or its nominated agencies from any claims on the grounds stated hereinabove.

18.5. Authority for Assignment

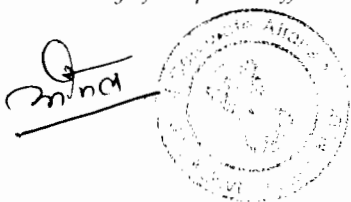
- a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the MCA.
- b) The MCA may assign or novate this Agreement in whole or as part of a reorganization, restructuring, consolidation, merger, or as per the decisions of Ministry of Corporate Affairs.

18.6. Specific Performance

SP acknowledges and agrees that the MCA would suffer irreparable loss and damage in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, SP agrees that MCA shall be entitled to an injunction or such other equitable relief without notice to SP to prevent any breach of the provisions of this Agreement and to enforce this Agreement specifically and the terms and provisions hereof in any action instituted in any court having jurisdiction over the Parties and the matter, in addition to any other remedy to which the MCA may be entitled, at law or in equity.

18.7. Severability

If any provision of the Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the



16.3. Managing Confidential Information

- a) The Receiving Party agrees to regard, preserve and keep as secret and confidential all confidential information and materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party :-
- i. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purposes of the Project. The Receiving Party agrees to be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees is in accordance with the terms and conditions of this Agreement; or
 - ii. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- b) In maintaining confidentiality hereunder the Receiving Party on receiving the Confidential Information and materials agrees and warrants that it shall:
- i. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own Confidential Information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure.
 - ii. Keep the Confidential Information and materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party.
 - iii. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this Agreement; and



illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the Agreement or the remainder of the provisions in question which shall remain in full force and effect. The 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 illegal, invalid or unenforceable provision or part provision.

18.8. Waiver

No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

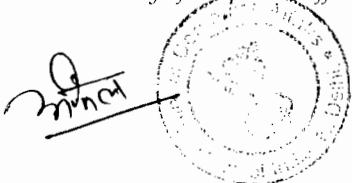
- a) shall be in writing
- b) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- c) shall be executed by a duly authorized representative of the Party; and
- d) shall not affect the validity or enforceability of this Agreement in any manner.

18.9. Survival

The termination of this Agreement shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (b) the provisions of this Agreement that by their nature are intended to survive the termination of this Agreement, including without limitation the provisions dealing with the Representations and Warranties of the Parties, Termination, Confidentiality, Indemnity Arbitration, Non-Solicitation, Governing Law and Notice respectively.

18.10. Variations and Further Assurance

- a) 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 set out in Schedule VI of this Agreement. Such amendment shall be made in writing and signed by the duly authorised representatives of the Parties to this Agreement or the SLA.
- b) 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.

18.11. Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement and the SLA, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement or the SLA shall be borne solely by the Party which incurred them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorised officers or representatives.

**For and on behalf of
President of India through:**

For and on behalf of SP:

An authorized signatory duly nominated pursuant to Board Resolution No. 14 dated 19th July 2012

Anil Bhardwaj
2/11/12
Anil Bhardwaj
Director, e-Governance
Ministry of Corporate Affairs, GOI
(5th floor, Shastri Bhavan,
New Delhi 110 001
Phone: 011-23070954

C.N. Ragbupathi
C.N. Ragbupathi
Vice President and Head,
India Business Unit, Infosys Limited
Electronic City, Hosur Road,
Bangalore 560100
Phone: 080-28521720

Date:
Place: New Delhi

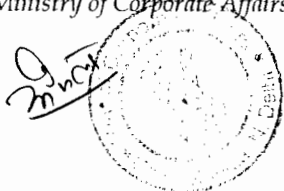
Date:
Place: New Delhi

Witnessed by:
1. *Sanjiv Mital*
SANJIV MITAL
CEO, NSIC
2. *S. Sridharan*
(S. SRI DHARAN)
JA, MICA

Witnessed by:
1. *Sushil Agrawal*
2. *Anand*

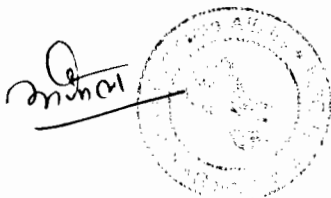


Schedules of the Agreement



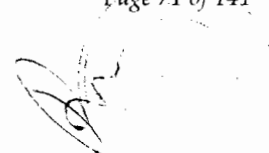
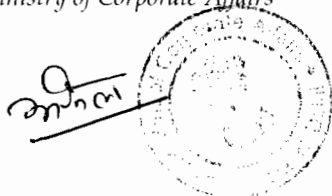
SCHEDULE I: DELIVERABLES AND DELIVERY SCHEDULE

The delivery schedule and deliverables are as per the details provided in section 12 and section 13 of the volume I of the RFP.



SCHEDULE II: PERSONNEL**1. The List of Key Personnel**

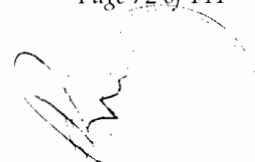
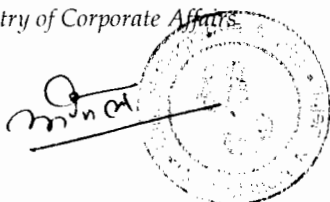
Sl. No	Name	Proposed Position	Relevant Experience	Key Project handled
1.	Srinivas Rampalli	Transition / Delivery Manager	Total experience – 21 years; Managing delivery of projects in the portfolio primarily in Government Sector	<ul style="list-style-type: none"> • Implementation of e-Forms through State Portal and SSDG, Govt of Goa • Implementation of e-Forms through State Portal and SSDG, Govt. of Himachal Pradesh • Implementation of e-Forms through State Portal and SSDG, Govt. of Pudduchery • Maintenance for 12 applications in a Leading Bank in North America Transition Application Maintenance for 3 applications for a leading Financial Services provider in North America
2.	Venkat Narayan S	Solution Architect	Total experience – 18 years; Solution Architecture, Application Design, Project Management	<ul style="list-style-type: none"> • Soln design for eBiz – Mission Mode Project under the National e-Governance Plan (NeGP) • Online transformation for Telstra Warehouse Management System for Anheuser-Busch
3.	Rakesh Venkatchalam	Project Manager – Software	Total experience – 19 years; SAP Solution Architect, SAP Practice management	<ul style="list-style-type: none"> • Rollout of SAP IS-Oil downstream to Terminals and depots in Kerala for Indian Oil Corporation • Support for Asia Pacific Geo for Monsanto Corporation • End to end implementation



				<p>SAP for Retail followed by rollout to Hypermarkets, supermarkets and stores for NTUC Fairprice Singapore</p> <p>Rollout for core modules of SAP for Radiator Specialities</p>
4.	Nigamanand Khadual	Project Manager – Establishment Functions	Total experience – 14 years; Offshore Delivery Manager	<ul style="list-style-type: none"> eShakti implementation for Orissa Power Transmission Corporation Limited TALIKA for Election Commission Of India <p>Global Concentration Engine for Citibank</p>
5.	Shankar Shanmugam	Project Manager – IT Infrastructure	Total experience – 11 years; Infrastructure definition, design and sizing for engagements.	<ul style="list-style-type: none"> Infrastructure for Karnataka-APDRP, Ministry of Power Project. IT Infrastructure & IT Strategy Consultancy for Columbia Asia Hospital <p>IT Infrastructure Data Center and DRC Build for Nissan Automobile</p>
6.	Prakash M.S.	Project Manager – SLA and Business Service Delivery	Total experience – 10 years; Manage Datacenter and Field office support	<ul style="list-style-type: none"> ITFM support for National Institute Of Oceanography, Donapaula, Goa ITFM support for APDRP program, Karnataka Diya Program for Colt europe

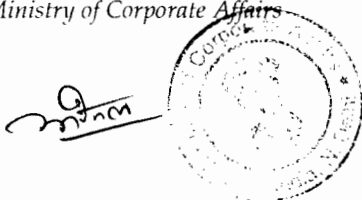
2. The Procedure for Replacing Key Personnel

- a) SP will give an advanced notice in writing of not less than four weeks on its intention to replace the core team member.



- b) After getting the approval of the MCA, SP will propose an equivalent profile as replacement to the MCA.
- c) The MCA or its authorized representative will evaluate the profile and indicate the acceptance / rejection of the profile. The MCA may seek a personal interview of the person being proposed.
- d) After getting the approval of the MCA, SP will ensure that there will be sufficient time for the replacement person to work with the person being replaced, for transferring the Project specific knowledge to him/her.
- e) If the proposed profile is rejected by the MCA, SP will provide alternate profiles, till there is an acceptable profile.
- f) The costs associated with replacements like conducting interviews, travel costs of the replacement profile will be completely borne by SP.
- g) The format for submitting the profiles of replacement for core team members should be as below:-

Name of the person	
Role in the Project	
Qualification	
Total number of years of experience	
Number of years with the current company (the bidder)	
Functional area / expertise	
Area of certification	
Number of complete life cycle implementations carried out	
The names of customers. (Please provide the relevant names)	
The functional areas /processes implemented	



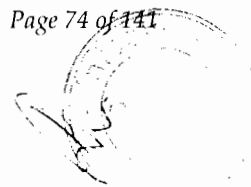
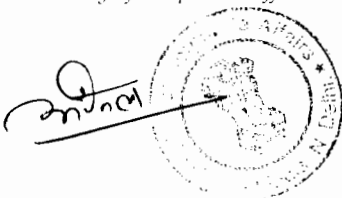
SCHEDULE III: BILL OF MATERIALS

Detailed Bill of Materials for the Technical Environment at MCA (along with technical specifications)

The Detailed Bill of Materials is as per the details provided in the section 11.6 of the Technical proposal submitted by SP.

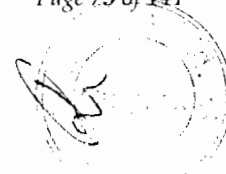
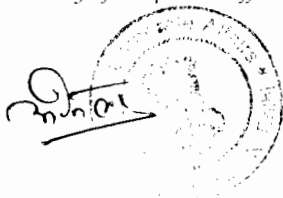
Bill of Materials with Complete Break-up of Costs and Pricing for Different Items.

The Bill of Materials with complete break-up of costs and pricing for different items are as per the details provided in section 2 of the Commercial bid submitted by SP.



SCHEDULE IV: COSTS AND PRICING

S. No.	Description	Pricing details
1.	Services provided during first year of extension, if any, after the mandatory period of contract. Equated Quarterly Payment (EQI) (INR) (inclusive of taxes and all other duties). N.B. The same amount will be applicable for second year of extension after the mandatory period of contract (if any)	Rs.6,21,82,004.00/- (Six Crore , Twenty One Lakhs, Eighty Two Thousand and Four Rupees only)
2.	Blended Per Person Month Cost (PPM) (INR) (inclusive of taxes and all other duties)	Rs. 2,31,000.00/- (Two Lakhs Thirty One Thousand Rupees Only)



SCHEDULE V: TERMS OF PAYMENT SCHEDULE

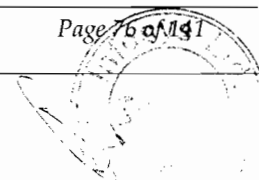
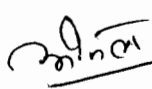
1. This Project is a service delivery based project and not simply a project involving supply of goods and construction of works. Hence, the payment will be made only if the Services are rendered by the Service Provider as agreed upon.
2. **Performance Bank Guarantee**
 - a) A Performance Bank Guarantee ("PBG") will be issued in the form of a bank guarantee by 'Canara Bank, Town Hall Branch, Bangalore', a Scheduled Indian Bank, for a sum equal to 10% of the Agreement value. The PBG should be valid for a period of 90 days beyond the operative period of Agreement.
 - b) In case any claims or any other Agreement obligations are outstanding, the Service Provider will extend the Performance Bank Guarantee as asked by the MCA till such time the Service Provider settles all claims and completes all Agreement obligations.
 - c) The Performance Bank Guarantee will be subject to encashment by the MCA, in case, conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the Agreement are not fulfilled by the SP.
 - d) In case the Agreement is extended, the Performance Bank Guarantee has to be valid for 90 days beyond the extended period.

(Note: The specimen of the Performance Bank Guarantee is provided in the Volume II of RFP)

3. Payment Schedules and Milestones

The total project period includes transition phase (starting prior to 17th January 2013) and 6½ years from 17th January 2013. The project is extendable up to 1 and / or 2 years at the option of MCA.

- a) General



- ii. In case Successful Acceptance of Phase – 2 implementation is not achieved
 - i. 13.5% retained for Phase – 2 Implementation
- b. Each quarterly payment: Actual Quarterly Amount Payable less 13.5% retained for Phase – 2 (*applicable only in case successful acceptance of Phase – 2 implementation is not achieved*) and less 6.5% retained for Phase – 1 (*applicable only in case successful acceptance of Phase – 1 implementation is not achieved*)

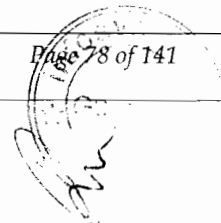
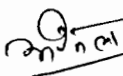
Payments on Successful System Acceptance of Phase – 1 and Phase – 2

- a. All retained payments related to Phase – 1 will be paid on Successful System Acceptance of Phase – 1
- b. All retained payments related to Phase – 2 will be paid on Successful System Acceptance of Phase – 2

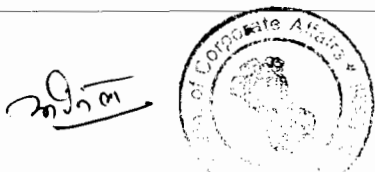
Note: MCA has utility power connections in all its offices and the same connection will be used for providing power for the running the systems. For the same, an amount of INR 25L will be deducted from each quarterly payment to compensate MCA.

The Service Provider shall take all corrective actions required to remove all shortcomings and get certified within four quarters beyond T0 + 18 months, i.e., before the end of 10th quarter. In case of any delay, an amount of 2.5% of the each of the subsequent Equated Quarterly Payments (from 11th quarter) shall be deducted and retained. The retained payment(s) will be released on the successful certification. The four quarters from T0 + 18 months also includes the time for the certification agency to carry out necessary activities, which is expected to be not more than 6 months.

- b) Payments in event of the expiry of this Agreement
 - i. In the event of the expiry of this Agreement, the MCA shall retain the Performance Bank Guarantee till their validity period. During this period the Performance Bank Guarantee will 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 Bank Guarantee shall be invoked and the amount appropriated and forfeited.
 - ii. MCA will not pay any costs of Service Provider's conduct of business.



- iii. There will be no payments by MCA to SP to compensate for loss of business or wrong calculations in the work with MCA. Costs of any investments to ensure service delivery will be borne by SP.
 - iv. SP shall not be entitled to any payment consequent upon transfer of assets to MCA pursuant to this agreement on its expiry as the value of the assets stands realized during the lifetime of this agreement through Equated Quarterly Payments.
- c) Payments in event of the Force Majeure
- i. In the event of a termination due to failure to resume normal operations after a Force Majeure event as stated in Article 7 of this Agreement the SP shall be 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 by MCA.



A handwritten signature in black ink, appearing to be 'A. M. S.', is written over a faint circular stamp.

**Payment Terms for Services Provided during Mandatory Period of Contract
(includes transition phase and 6½ years from 17th January 2013)**

- a. T0 for payments is taken as 17th January 2013
- b. Payments will be made at the end of the quarter after satisfactory delivery of the services.
- c. No payment will be due / paid for the Phase 0 (transition phase).
- d. Equated quarterly payment (inclusive of taxes and all other duties): EQI-I quoted under the Services Provided during Mandatory Period of Contract (includes transition phase and 6½ years from 17th January 2013):- **Rs. 8,60,61,228.00/ (Rupees Eight Crore Sixty Lakhs Sixty one thousand and two hundred twenty eight)**
- e. Payment of 40% of the equated quarterly payment (EQI – I) is linked to the compliance with the SLA metrics.
- f. In case the Service Provider is different from the operator of MCA21 project, the service provider will get a 3 month SLA holiday, i.e., there will not be any SLA related penalties for the 1st quarter payment.
- g. Actual Quarterly Amount Payable is the payment due to the Service Provider after any SLA related deductions.

Payments during T0 + 6 months (1st and 2nd quarters)

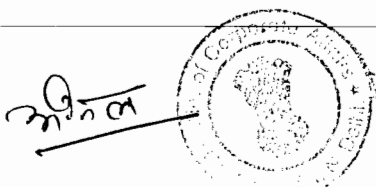
- a. **Condition Precedent:** Successful Certification of Transition
- b. Retained Payments
 - a. 5% retained for Phase – 1 Implementation
 - b. 10% retained for Phase – 2 Implementation
- c. Each quarterly payment: Actual Quarterly Amount Payable less 15% (retained for Phase – 1 and Phase – 2 implementation)

Payments between T0 + 6 months and T0 + 18 months (3rd, 4th, 5th, and 6th Quarters)

- a. Retained Payments
 - i. 10% retained for Phase – 2 Implementation
 - ii. In case Successful Acceptance of Phase – 1 implementation is not achieved
 - i. 6.5% retained for Phase – 1 Implementation
- b. Each quarterly payment: Actual Quarterly Amount Payable less 10% (retained for Phase – 2) and less 6.5% retained for Phase – 1 (*applicable only in case successful acceptance of Phase – 1 implementation is not achieved*)

Payments during remainder of contract (T0 + 18 months to T0 + 6 ½ years, i.e. 7th to 26th quarters)

- a. Retained Payments
 - i. In case Successful Acceptance of Phase – 1 implementation is not achieved
 - i. 6.5% retained for Phase – 1 Implementation



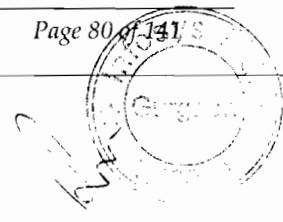
SCHEDULE VI: CHANGE CONTROL**1. Purpose**

This Schedule applies to and describes the procedure to be followed in the event of any proposed change (whether in scope or out of scope) to the scope of work and SLA. Such change shall include, but shall not be limited to, changes in the scope of services provided by SP, SLAs, pursuant to this Agreement and changes to the terms of payment as stated in the Schedule V.

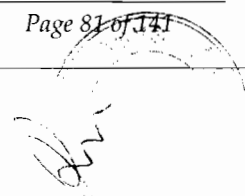
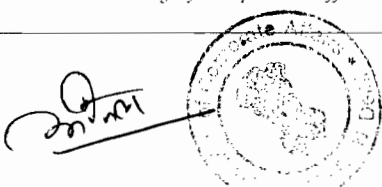
The MCA and SP recognize that change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. SP will endeavour to the best of its ability, to effect change without an increase in the terms of payment as stated in the Schedule V and The MCA will work with SP to ensure that all changes are discussed and managed in a constructive manner.

2. Change Control Note (CCN)

- a) Change requests in respect of the Agreement, the scope of work, the Deliverables, the acceptance criteria for the Deliverables, the Project management, or the Annual Maintenance Services will emanate from the Parties' respective relevant Project representatives 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 given under section 7. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature on the CCN.
- b) SP and the MCA, 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 pursuant to the Agreement including ancillary and concomitant services required and as detailed in the RFP and is suggested and applicable only after the design, development, testing, acceptance of the application, as set out in this Agreement.
- c) Cumulative value of all change requests (for out of scope changes) will be limited to 3% of the value of this Project.
- d) It is hereby also clarified that the costs for the changes will be calculated on the basis of blended person-month cost quoted by SP in its bid and estimated blended person-month effort to be submitted by SP prior to taking up the change of control event and accepted by the MCA.

3. Quotation

- a) SP shall assess the CCN and complete Part B of the CCN as per section 7. "Cost related estimates and *Charges for Implementation under Change Control Note*" are applicable only for out of scope changes. In completing Part B of the CCN, SP shall provide as a minimum :-
- i. A description of the change. This should also provide Name of functionality / feature being changed, Current functionality / feature (prior to change), New functionality / feature (post change)
 - ii. A list of Deliverables required for implementing the change. A timetable for implementation.
 - iii. An estimate of the timelines or effort of any proposed change.
 - iv. The unit of measure to cost the change (either the resource cost as indicated in the proposal or as a work element as mentioned in the proposal of SP).
 - v. Any relevant acceptance criteria.
 - vi. An assessment of the value of the proposed change.
 - vii. Material evidence to prove that the proposed change is not already covered within the scope of the Project and the Implementation Services.
 - viii. Description of the circumstances which influenced the origin of this change.
 - ix. Alternative options possible to address the change if any and the implications of these alternative options.
 - x. Detailed break up of various categories of activities to be performed for implementing a proposed change along with details on where re-usable components are used to reduce the efforts
 - xi. Details on software change estimation method used for the calculation of change effort estimation to provide information on how change is classified in various categories, what all items that require efforts & how efforts are estimated
 - xii. Underlying Assumptions
 - xiii. Any other details that the MCA would require to assess the effort estimated provided by the Service Provider
- b) Prior to submission of the completed CCN to the MCA, or its nominated agencies, SP will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, SP shall consider the materiality of the proposed change in the context of the Agreement, the scope of Implementation Services, the Deliverables, the Project Management, Operation and Maintenance affected by the change and the total effect that may arise from implementation of the change.
- c) Materiality criteria will be established by the MCA and SP's Program Manager. Changes requiring no escalation of authority can be implemented. Discussion and agreement as to materiality will be held in accordance with the Schedule VII.



4. Costs

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 SP meets the obligations as set in the CCN. In the event SP 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 SP.

5. Reporting

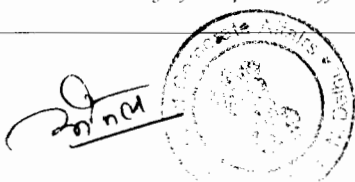
Change requests and CCNs will be reported monthly to each Party's Program Managers who will prioritize and review progress.

6. Obligations

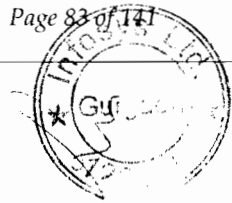
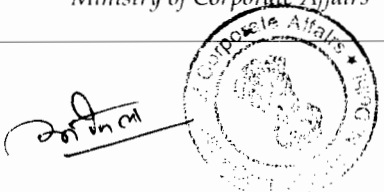
SP shall be obliged to implement any proposed changes once the approval in accordance with clauses above has been given, with effect from the date agreed for implementation.

7. Change Control Note

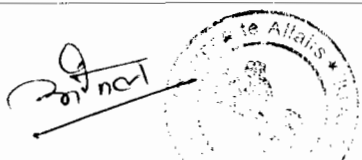
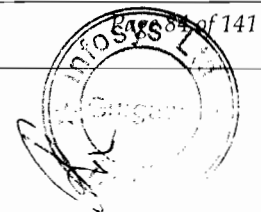
Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by THE MCA	Date:	
Name:		
Signature:		
Received by the SP	Date:	
Name:		
Signature:		
Change Control Note		CCN Number:
Part B : Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, charging structure, payment profile, Documentation, training, services		



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: (Refer to Clause 3 (a))	
Authorized by the SP	Date:
Name:	
Signature:	
For the MCA and its nominated agencies	For SP
Signature	Signature
Name	Name
Title	Title
Date	Date
Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as 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 the MCA and its nominated agencies	For SP
Signature	Signature
Name	Name
Title	Title
Date	Date

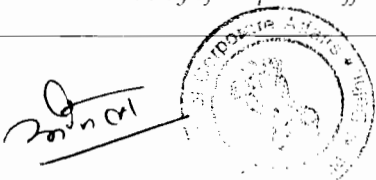


SCHEDULE VII: GOVERNANCE**1. The Governance Structure and Governance Procedure**

- a) There will be a 2 tier Governance Structure for managing the Project.
- i. **Project Management Committee (PMC)** at base level to ensure the delivery of services and to monitor the functioning on a continuous basis. The committee consisting of the Ministry's Officers, representatives of the SP and the members of Project Monitoring Unit. The Committee deals with all technical and operational issues.
- Empowered Committee (EC)** is formed under the Chairmanship of Secretary, MCA and consisting of Secretary, D/o Information Technology, Secretary, M/o Statistics & Programme Implementation, DG (NIC) and Financial Adviser, MCA as its members. Joint Secretary (MCA) is the convenor of the EC. The Committee is empowered to monitor and review the progress of implementation and to keep a continuous watch over the implementation based on inputs from the PMC.
- b) In addition to the above existing structure, where necessary, Ministry may form additional committees such as Central Technical Team, Process Advisory Committee and Technology Review Board during the project to assist the Ministry in the project.
- c) Ministry has setup an e-Governance Cell to provide support to the Ministry in handling the MCA21 project. Also, a Project Monitoring Unit is functioning at the Ministry to provide overall inputs into the project implementation and monitor the compliance of the system and the services of the SP against the Functional and Service Level Requirements defined for the project.
- d) All the approvals of the deliverables, User Acceptance Tests, System Acceptance, and Certification are carried out by the Ministry on the recommendations of the above committees.

2. Purpose of this Schedule

- a) The purpose of this Schedule is to (i) establish and maintain the formal and informal processes for managing the MCA /SP 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 Agreement administration and performance management.



A handwritten signature in black ink, consisting of stylized initials.

3. Project Managers

- a) 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. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.

4. Project Management Committee

- a) Within 7 days following the Effective Date, MCA and the SP shall each appoint an individual person as project manager (hereinafter the 'Project Manager'). 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.
- b) The Project Management Committee will meet formally at least on a quarterly basis at a time and location to be agreed between them. These meetings will cover the following agenda items: (i) consideration of 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 SP under Clause 9 below; and (vi) any other issue which either Party wishes to add to the agenda.
- c) 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.

5. Governance Procedures

- a) The SP shall document the agreed structures in a procedures manual under the guidance and supervision of the Project Manager of MCA.
- b) 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.
- c) The Parties will proceed in good faith so that the Project Management Committee shall resolve the issues and smoothen the performance of the Project.

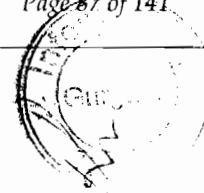
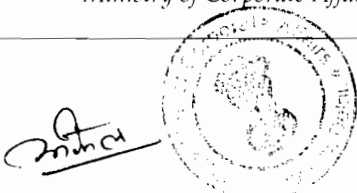


SCHEDULE VIII: EXIT MANAGEMENT**1. Purpose**

- a) This Schedule sets out the provisions, which will apply prior to the expiry of the Agreement or termination of the Agreement is initiated, or when MCA intends to facilitate an understanding of the operations and the systems for MCA or any nominee/s of MCA and during the Project implementation, operation and management SLA.
- b) It sets out the provisions which will ensure that MCA will be able to offer the services to its Stakeholders without any interruptions on expiry or termination of the Agreement.
- c) Continuity and performance of the Services at all times including the duration of the Agreement and post expiry of the Agreement is a critical requirement of the MCA. It is the prime responsibility of SP to ensure continuity of service at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded. Further, SP is also responsible for all activities required to train and transfer the knowledge to the Replacement SP to ensure similar continuity and performance of the Services post expiry of the Agreement. SP will be required to carry out a gap analysis of the facilities and arrangements made by the Replacement SP and specifically inform MCA. It sets out the mechanisms for Exit Management Services the Service Provider is to provide on termination or prior to expiration of the Agreement to allow the orderly and efficient transition of the Services to MCA or its nominee.
- d) It sets out the mechanisms for managing the knowledge enablement services the Service Provider has to provide to allow the MCA to create an understanding of the operations and technology of the systems for itself or its nominees or any designated agencies.

2. Initiation

- a) The provisions for Exit Management Services are invoked at least six months prior to the expiry of the Agreement or on the day of notice of termination in case of termination till the time exit management services are executed to the satisfaction of the MCA.
- b) The MCA has the right to alter in consultation with the SP, the timelines mentioned here based on the circumstances prevailing at the time of availing the Exit Management Services.
- c) However if the MCA in the intervening period invokes the provisions of the Agreement and extends the term of the Agreement for the particular service, the provisions of the schedule will not come into effect at that time but at the expiry of such extended period, provisions of this Schedule of the Agreement shall apply.



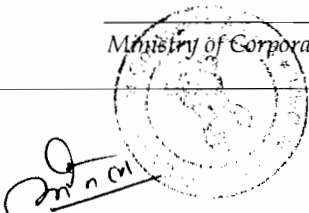
- d) Both the Parties of this Agreement shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

3. Duration of the Exit Management Services

- a) The exit management services will be available to MCA or its nominees or the Replacement SP till all tasks set out in the Exit Management Plan (which has been duly approved in writing by the MCA) have been completed.
- b) The exit management services will be available to MCA or its nominees of the Replacement SP till the acceptance criteria set out in the Exit Management Plan have been met, as determined by MCA.
- c) The objective is to ensure that MCA will be able to offer the services to its stake holders without any interruptions on expiry or termination of the Agreement will be the key determinant to assess the completion of Exit Management Services.

4. Obligation during Exit Management Period

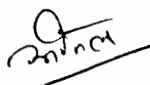
- a) Within 7 days of initiation of Exit Management Services the SP shall provide an updated list of Assets being transferred to MCA and notify the core team.
- b) During Exit Management Period, the Parties shall, subject where applicable to the provisions of this Article , continue to perform such of their respective obligations under this Agreement which are capable of being performed with the object, as far as possible, of ensuring continued availability of the project facilities and Services to the users, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.
- c) In performing the Exit Management Services, Service Provider will ensure the Services and day-to-day operations are not detrimentally affected subject to any agreed disruptions or outages as specified in the Exit Management Plan.
- d) Before removing any document, equipment, software or other property or asset from any MCA facility used by Service Provider to perform the Exit Management Services, Service Provider will give notice to MCA identifying the property/asset (in sufficient detail to inform MCA of the nature and ownership of the asset).
- e) Service Provider will not remove any asset without MCA's prior consent, which will not be unreasonably withheld, and will comply with the reasonable procedures established by MCA for the removal of asset from MCA facilities.
- f) MCA will assign personnel with relevant background knowledge (or will ensure that its nominee provides such personnel if the Exit Management Services are meant for transitioning the MCA systems and its operations to a replacement SP).
- g) The SP will deploy the right personnel with relevant background knowledge for Exit Management to ensure efficient and timely completion of the Exit Management activities.



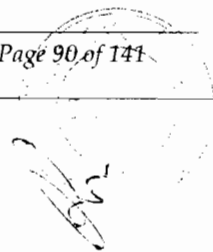
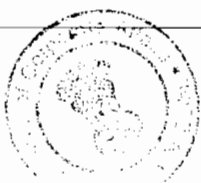
- h) The Exit Management Services, as per the accepted plan, will come into effect when each party will appoint, and notify the other party of, a suitably qualified representative to act as its single point of contact for the Exit Management Services.
- i) For the purposes of this Schedule, anything in the possession or control of the SP, the employees of SP, associated entity, or sub-contractor is deemed to be in the possession or control of the SP.
- j) SP will involve the services of the subcontractors if required but with the prior permission of the MCA, for the purpose of executing the exit management plans, without any costs for the MCA.
- k) The task of SP with reference to the Exit Management is deemed to be complete only when the Project manager of the MCA issues a satisfactory completion certificate for the Exit Management Plan.

5. **Exit Management Plan**

- a) The SP shall provide the MCA or its nominated agency with a recommended exit management plan ("Exit Management Plan") within twelvemonths of signing the Agreement.
- b) The SP is required to revise the plan if required based on the suggestions of MCA or its nominees.
- c) This Exit Management Plan shall be furnished in writing to the MCA or its nominated agencies.
- d) The SP shall update the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date and make it available to MCA or its nominees.
- e) The key focus of the Exit Management Plan will be to ensure that using the plan MCA will be able ensure that the services to its stake holders are continued to be provided without any disruptions.
- f) The Exit Management Plan shall deal with the following aspects of the exit management in relation to the Agreement as a whole or the particular service of the Agreement and in relation to the Project Implementation, and the Operation and Management SLA.
- g) The Exit Management Plan will include a thorough description of the following
 - i. The SP's overall methodology and approach to complete Transition, including the Transition phases and dates of the phases relative to the Effective Date.
 - ii. The activities and the major deliverables
 - iii. The acceptance criteria relating to each of the Transition Deliverables.
 - iv. The milestone dates related to each of the Transition Deliverables.
 - v. How the SP will work with the existing provider(s) and other Third-Party Vendors in a manner that will facilitate a seamless transfer of service (and clearly identify the risks it envisages and how its solution and approach mitigates the impact of these risks)



- vi. The roles and responsibilities of the Parties during the Transition Period. For all tasks for which SP identifies MCA responsibilities, SP is to describe the level of MCA effort anticipated, including an estimate of resources needed (number of hours, by role or title, by activity, and by month).
 - vii. A detailed program with structure, resource loading, responsibilities, etc. of the transition process that could be used in conjunction with a Replacement SP or the MCA's Project team or any agency/organization nominated by MCA.
 - viii. The details of the means to be used to ensure 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.
- h) The SP will develop a project plan as part of the Exit Management Plan, which will detail the specific tasks and activities to be performed as part of the Exit Management, including the name of each task or activity, the start and stop dates, the required resources, the dependencies between tasks, and the completion percentage.
- i) The SP will consult with MCA to add any MCA tasks into the Exit Management Plan that are deemed necessary by the Parties to ensure a complete and integrated approach to Transition planning and Project Management.
- j) The Exit Management Plan would also elaborate the following
- i. Plans for the communication with such of SP's sub contractors, staff, suppliers, and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer due to termination or expiry.
 - ii. A comprehensive list of assets to be transferred.
 - iii. The proposed arrangements for the segregation of communication means (including but not limited to transfer of data in electronic forms, emails etc.) from the networks employed by the MCA and identification of specific security tasks necessary for ensuring this.
 - iv. Plans for provision of contingent support to the MCA and Replacement SP for a reasonable period as per the MCA's requirement after transfer.
 - v. The acceptance mechanisms for the different deliverables and the successful completion of exit management.
- k) Each Exit Management Plan shall be presented by the SP to and approved by the MCA or its nominated agencies.
- l) The Exit Management Plan is considered a valid plan and used implement the transition work only when it is approved by MCA or its nominee.
- m) In developing or changing the Exit Management Plan, SP will not impose any additional obligations on MCA, or change the MCA's Exit Management obligations specified in the draft Exit Management Plan (including their timing), without MCA's approval.



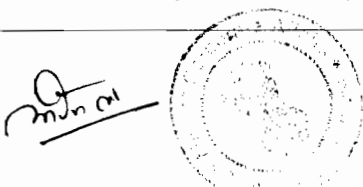
- n) SP will have responsibility for all costs associated with SP Personnel (including staff of any Subcontractors), equipment, Software, or other resources required to execute and will manage the Exit Management Plan. MCA shall only be responsible for the costs associated with MCA personnel participating in the Transition and only to the limit agreed by the Parties in the Exit Management Plan.

6. Exit Management Services

The following are some of the key services which will be provided by the SP as part of the Exit Management Services

- a) Provide MCA or its nominee with the current media management or other storage media listing of inventory.
- b) Provide MCA or its nominee with any incident logs reporting back at least two (2) years before the Termination Date or Expiration End Date.
- c) Identify, record, and provide to MCA or its nominee control release levels for system Software.
- d) If requested by MCA, freeze all or any discretionary Software changes, other than modifications necessary to address processing problems.
- e) Provide and coordinate assistance in notifying Service Provider's outside vendors of the procedures to be followed.
- f) Review all test, data and production Software libraries with MCA or its nominee's operations staff.
- g) Provide reasonable assistance to MCA or its nominee in establishing or transferring naming conventions.
- h) Subject to the intellectual property provisions of this Agreement, document and deliver all tools and databases used to provide the Exit Management Services, including those for tracking projects and service information requests, and those used for knowledge transfer.
- i) Deliver technical specifications and materials, and user documentation for the Software to MCA or its nominee.
- j) Assist MCA or its nominee in making arrangements for the physical de-installation, transportation, and relocation of equipment and physical assets.
- k) Provide documentation and diagrams, including IP addressing schema, architecture data network diagram, managed device thresholds, and configurations.
- l) Provide copies of MCA data and offsite storage of production data, as reasonably requested.

7. Cooperation and Provision of Information



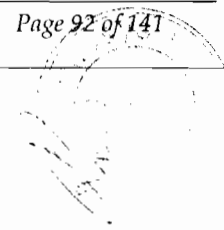
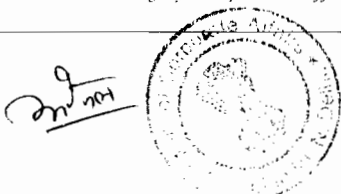
- a) The SP will allow the MCA or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the MCA to assess the existing services being delivered.
- b) The SP shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the SP or sub-contractors appointed by the SP).
- c) The MCA shall be entitled to copy of all such information including details pertaining to the services rendered and other performance data. The SP shall permit the MCA or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the MCA or its nominated agencies to understand the methods of delivery of the services employed by the SP and to assist appropriate knowledge transfer.

8. Right to access to the premises

- a) At any time during the Exit Management Period, where Assets are located at the SP's premises, the SP shall 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 SP in order to make inventory of the assets or Assets.
- b) The SP shall also give MCA, or Replacement SP or nominees of MCA right of reasonable access to the SP's premises and shall procure MCA and any Replacement SP 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 Agreement as is reasonably necessary to migrate the services to MCA, or a Replacement SP.

9. Confidential Information, Security and Data

- a) SP will promptly on the commencement of the exit management period, hand over to the MCA the following:-
 - i. 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.
 - ii. Documentation relating to Project's Intellectual Property Rights.
 - iii. The Data belonging to the MCA and Confidential Information.
 - iv. Documentation relating to sub-contractors (if any).
 - v. All current and updated data of the Project as is reasonably required for purposes of the MCA or its nominated agencies transitioning the services to its Replacement SP in a readily available format nominated by the MCA
- b) All other information (including but not limited to documents, records and contracts) relating to the services reasonably necessary to enable the MCA or its nominated

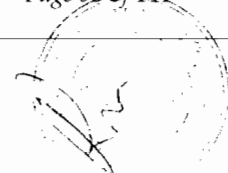
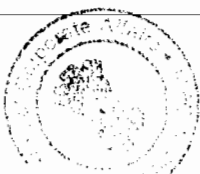
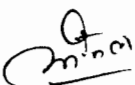


agencies, or its Replacement SP to carry out due diligence in order to transition the provision of the services to the MCA or its nominated agencies, or its Replacement SP (as the case may be).

- c) Before the expiry of the exit management period, the SP shall deliver to the MCA or its nominated agency all new or up-dated materials from the categories set out in ARTICLE 13 and shall not retain any copies thereof, except that the SP shall be permitted to retain one copy of such materials for archival purposes only
- d) Before the expiry of the exit management period, SP shall deliver to the MCA; all new or up-dated materials from the categories set out in this and other articles of this Agreement and shall not retain any copies thereof,.

10. Engaging Service Provider Personnel

- a) MCA or its nominee will be permitted to hire, without interference from Service Provider, any Service Provider Personnel involved in performing the Services for the majority of their working time during the 18-month period before the start of the Exit Management Period.
- b) MCA will notify Service Provider before either MCA or its nominee approaches Service Provider Personnel with an offer of employment.
 - i. MCA will not seek to retain the services of Service Provider Personnel involved in performing the Services except in accordance with Article 15 of the MSA.
 - ii. However, this does not constrain MCA from retaining the services of Service Provider Personnel who respond to any form of position vacant advertisement.
- c) After notification by MCA or its nominee, Service Provider will:
 - i. Waive any rights Service Provider may have under contracts with those personnel restricting their ability to be recruited or hired by MCA or its nominee.
 - ii. Give MCA or its nominee reasonable access to such personnel for interviews and recruitment.
 - iii. Take permission from MCA before making any material changes to individual employee or contractor job designations or positions or reassigning those personnel to other Service Provider work or customers during the Exit Management Period.
 - iv. Assist MCA, where appropriate, to obtain authorization from individual employees and contractors for the release of relevant information.

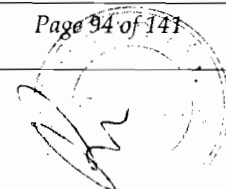
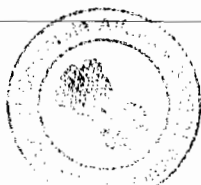
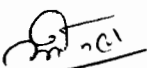


11. Employees

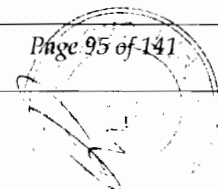
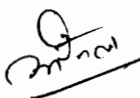
- a) Since the Project team of SP is critical for effective knowledge transfer and exit management SP will comply with the obligations set out in ARTICLE 15.6 of the Agreement and ensure the following during the exit management period :-
 - i. At least 75% of the Key Personnel as identified in the Schedule II are available for joint operations and knowledge transfer.
 - ii. At least 75% of the operations team is staffed with people with minimum proficiency as listed in the Schedule II.
- b) Ensure that all the employees who worked on the Project have followed the clauses in the ARTICLE 15 and ARTICLE 16 of this Agreement.
- c) Ensure that the exiting employees have followed the security guidelines of the MCA's premises.
- d) Promptly on reasonable request at any time during the exit management period, the SP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the MCA or its nominated agency a list of all employees (with job titles) of the SP dedicated to providing the services at the commencement of the exit management period.
- e) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the SP to the MCA or its nominated agency, or a Replacement SP ("Transfer Regulation") applies to any or all of the employees of the SP, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- f) To the extent that any Transfer Regulation does not apply to any employee of the SP, MCA, or its Replacement SP may make an offer of employment or contract for services to such employee of the SP and the SP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the MCA or its nominated agency or any Replacement SP.

12. Knowledge Transfer

- a) SP will undertake the following activities to ensure that the knowledge about the entire Information Technology System including but not limited to the applications, the design and operational characteristics of these systems are transferred to the MCA Team or the Replacement SP. The activities will be aimed at :-
 - i. Knowledge transfer of operations.
 - ii. Knowledge transfer of technology.
 - iii. Knowledge transfer of processes.



- iv. Knowledge transfer of any other processes, etc. not covered by (i) to (iii) above.
- b) Some of the key activities to be carried out by SP for knowledge transfer will be :-
- i. Documents to explain design and characteristics.
 - ii. The code walks through to explain the characteristics of the software applications.
 - iii. Joint operations of key activities or services.
 - iv. Briefing sessions on process and process Documentation.
 - v. Share the logs of the bugs, the changes to the codes etc.
 - vi. Briefing sessions on applications, the way these are deployed and integrated.
- c) Transfer technology and up-to-date know-how relating to operation and maintenance of the software and hardware.
- d) Sharing of data and information on the following
- i. Consumption and utilization of resources (such as people, software, and equipment)
 - ii. Use of Software across Applications and Servers
 - iii. Business process procedures and work flow
 - iv. Business process volumes and statistics;
 - v. Business process training modules;
 - vi. Performance histories
 - vii. Then current and projected work volumes
- e) Any other data reasonably requested by MCA about the Services as necessary for MCA or its nominee to assume responsibility for continued performance of the Exit Management Services.
- f) Some of the key activities/obligations for effective knowledge transfer will be
- i. Participate in workshops, meetings, and "hands-on" activities where requested by MCA.
 - ii. Provide MCA or its nominee with information about the Services as necessary for MCA or its nominee to assume responsibility for continued performance of the Services in an orderly manner so as to minimize disruption to the operations of MCA
 - iii. Permit MCA and/or MCA's designee to bring laptops and recording devices to, and use other equipment and connectivity at Service Provider Sites to facilitate knowledge transfer.



- iv. Provide training to MCA or its nominee's personnel in the performance of the Services that are to be transferred.
- v. Permit MCA to assign MCA Personnel or MCA's nominee's personnel to work with Service Provider Personnel to facilitate knowledge transfer from Service Provider to MCA or its nominee.
- vi. Provide access to Service Provider Personnel who have worked or are working on the MCA account (even if they are not dedicated to the MCA account).
- vii. Explain any relevant standards and procedures to MCA's operations staff or MCA's nominee (including business process procedures and work flow).
- viii. If known, provide a contact listing of current potential alternative sources of resources, including skilled labour and spare equipment parts.
- ix. Provide a list of all Statements of Work and other "in-flight" work current at the commencement of the Exit Management Period with the list to be updated by Service Provider at the end of the Exit Management Period.

13. Organizational transfer

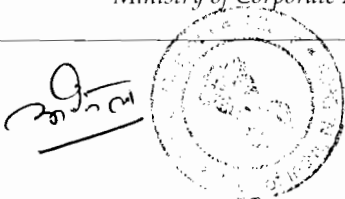
Service Provider will transfer the organizational structure developed during the Term to support the delivery of the Exit Management Services. This will include:

- a) Document, update, and provide functional organization charts, operating level agreements with Third-Party contractors, phone trees, contact lists, and standard operating procedures.
- b) Transfer physical and logical security processes and tools, including cataloguing and tendering all badges and keys, documenting ownership and access levels for all passwords, and instructing MCA or its nominee in the use and operation of security controls.

14. Operational Transition Deliverables

Service Provider will perform all activities required to effect a smooth and efficient transition of operational responsibility for the Exit Management Services. This will include providing to MCA or its nominee:

- a) Machine-readable object code, master file and field descriptions and record layouts for the Software (including third-party Software if permitted by the applicable licenses), along with run documentation and job control listings, and other similar information necessary for MCA or its nominee to run the Equipment and Software for MCA's benefit
- b) Schedules, operating details (including contents of system "fact sheets"), up-to-date file layout details and usage information, batch schedules, run books and technical plans, job stream, restart and maintenance activities documentation, system and Software control scripts (including documentation explaining these scripts), database



- descriptions, and other information and Application documentation necessary for MCA or its nominee to run Equipment and Software for MCA's benefit
- c) Object libraries and reference files used to provide the Exit Management Services, subject to the intellectual property provisions of this Agreement
 - d) The Source Code for any Software in relation to which:
 - i. MCA owns the copyright.
 - ii. MCA has been granted a license to modify or adapt extending beyond the Exit Management Period.
 - iii. Together with any other available material which a relevantly qualified programmer would require to modify or adapt that Software
 - e) Systems' support profiles, enhancement logs, and incident tracking/resolution documentation (including documents recording how incident resolution was achieved, historical data, and common incidents within the MCA environment)
 - f) Alarm and performance monitoring system information
 - g) Work volumes, staffing requirements (including the type of support (for example: physical, remote access or lights out), percentage breakdown of support personnel across the Exit Management Services, location and contact details of staff and functions performed), actual Service Levels, and information on historical performance for each equipment component, system or application over the preceding 12 months
 - h) Capacity management, information including capacity management planning models, trends, CPU and application processing structures, information about the operation and performance of applications in the MCA environment and usage factors for applications
 - i) Performance tuning information (including access to potential future opportunity model)
 - j) Up-to-date information about the Services and a full inventory of assets
 - k) Documented demarcation points for each portion of the Services, including any service level agreements between Service Provider and other MCA Group members, business units and any Third Parties
 - l) A list of work orders and proposals expected to be in progress as of the Termination Date or Expiration End Date including current status

15. Other Services during Exit Management

Service Provider will provide other services during the Exit Management Period as set out in the Exit Management Plan, which may include:

- a) Copy and deliver to MCA or its nominee all relevant requested data files.
- b) In conjunction with MCA or its nominee, conduct a rehearsal of the migration before cutover as scheduled by MCA on 10 Business Days written notice.
- c) Deliver the content listings of all relevant requested data files and printouts of control file information to MCA or its nominee.

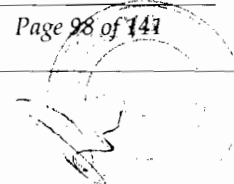
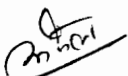


- d) Provide reasonable assistance to MCA or its nominee in loading the data files.
- e) Provide reasonable assistance to MCA or its nominee with the movement of data from the then existing databases to the new environment.
- f) Provide an image copy of each operating system environment in dump/restore mode.
- g) Provide reasonable assistance to MCA or its nominee in the execution of parallel testing of applications migrated back to MCA or its nominee.
- h) Ensure continuity of operations through the period to the end of the Exit Management Period.

16. Transfer of Assets

As part of the Exit Management Activity the SP is required to transfer the assets as listed here.

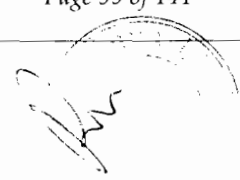
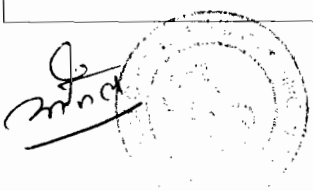
- a) Hand over the possession of the SP's Project Assets, MCA Supplied Equipment, Documentation, and any Assets exclusively purchased for MCA and /or created during the term of this Agreement to the MCA or its nominee. All the ownership rights etc. on the application, infrastructure, and all the Assets will always remain vested with the MCA. MCA shall be entitled to claim the damages in case of damage to any of the above mentioned equipment, facilities and sites etc. by the SP.
- b) Transfer all rights, titles and interests in such SP's Project Assets (as the MCA in its sole discretion may determine) to the MCA or its nominee and transfer information which are required to be transferred to the MCA in accordance with this Agreement and execute such deeds and documents as may be necessary for the aforesaid purposes including completing all legal or other formalities required in this regard.
- c) Hand over to the MCA or its nominee all documents including but not limited to, process specifications, testing specifications, test results, manuals and records relating to operation and maintenance of the software and hardware.
- d) Transfer/assign or cause to be transferred/assigned to the MCA or its nominee any OEM contracts which are valid and subsisting and those OEM contracts which the MCA has chosen to take over, and cancel or cause to be cancelled such OEM contracts not to be transferred/assigned to the MCA or its nominee. For this purpose, SP shall ensure that all OEM contracts are assignable in favor of the MCA or its nominee without any further action on part of the respective counterparties. SP shall entirely at its cost, terminate all such OEM contracts which are not transferred/assigned and/or are not required to be transferred/assigned to the MCA.
- e) Transfer/assign all the warranties for the hardware and software, in favour of the MCA or its nominee, which are required by the MCA to continue to operate or use either during the design and development Stage or annual maintenance Stage.



- f) Until transfer in accordance with the Agreement, during the Project, the Assets shall remain at the sole risk of SP except for any loss or damage caused to or suffered by SP due to any direct default on the part of the MCA under this Agreement.
- g) Equipment
 - i. On request by MCA, Service Provider shall assign or transfer to MCA, or its nominee, all hardware that is substantially or wholly used in connection with performing the Exit management Services.
- h) Third-Party Contracts
 - i. If requested by MCA, Service Provider must assign, novate, or assist MCA or its nominee in negotiating new Third-Party contracts (other than Software licenses with a Third Party) including any Subcontracts, which it was wholly or substantially using in the provision of the Exit management Services immediately before termination or expiry.
 - ii. Service Provider must use all reasonable endeavours to ensure that no charge to MCA will be due upon transfer and must notify MCA in writing where such transfer costs apply and detail the costs or the method of determining the costs as part of the Exit Management Plan.

17. Objective and the duration of the Knowledge Enablement Service

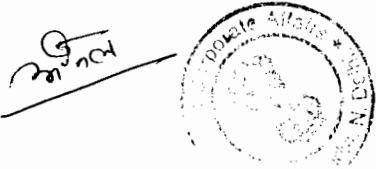
- a) The Knowledge Enablement Services are meant to create a complete understanding of the systems for MCA, its nominees or any designated and to enable them for either technology refreshment or rebuilding of the system with different tools/technology architecture or plan for Exit Management.
- b) The provisions for the Knowledge Enablement Services are invoked anytime during the period of the Agreement.
- c) There will not be any limitations on the number of occasions MCA can seek the Knowledge Enablement Services during the Agreement period.
- d) The Knowledge Enablement Services are initiated whenever MCA or its designated agency requests for it through a written communication.
- e) On request by MCA or its designated agency the SP will provide a Knowledge Enablement Plan which would include a minimum of - The activities, structure, responsibilities the deliverables, acceptance mechanisms etc.
- f) The Knowledge Enablement Plan comes into effect only when it has been accepted by MCA or its designated agencies.
- g) The Service Provider will provide the Knowledge Enablement Services for a minimum period of four months or until the later of:
 - i. All tasks set out in the Knowledge Enablement Plan have been completed.
 - ii. The Acceptance Criteria set out in the Knowledge enablement Plan have been met, as reasonably determined by MCA



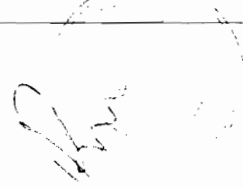
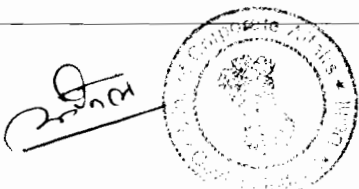
- iii. Either the MCA21 or its designated nominees has all the necessary information on underlying the operations and technology of the systems built for MCA by the SP, or has the information to enable technology refreshment or exit management activities.

18. The Key activities of the knowledge enablement Services

- a) SP will undertake the activities listed in clause 12 of this Schedule to ensure that the knowledge about the entire Information Technology System including but not limited to the applications, the design and operational characteristics of these systems are transferred to the MCA or its designated agencies. The activities will be aimed at :-
 - i. Knowledge transfer of operations.
 - ii. Knowledge transfer of technology.
 - iii. Knowledge transfer of processes.
 - iv. Knowledge transfer of any other processes, etc. not covered by (i) to (iii) above.
- b) Some of the key activities to be carried out by SP for knowledge transfer will be :-
 - i. Documents to explain design and characteristics.
 - ii. The code walkthrough, application walkthroughs to explain the characteristics of the software applications.
 - iii. Briefing sessions on process and process Documentation.
 - iv. The logs of the bugs, the changes to the codes etc.
 - v. Briefing sessions on applications, the way these are deployed and integrated.
- c) Sharing of data and information on the following
 - i. Consumption and utilization of resources (such as people, software, and equipment)
 - ii. Use of Software across Applications and Servers
 - iii. Business process procedures and work flow
 - iv. Business process volumes and statistics;
 - v. Performance histories
 - vi. Then current and projected work volumes
- d) Any other data reasonably requested by MCA about the application and technology as necessary for MCA or its nominee to know the details of the IT system.
- e) Some of the key activities/obligations for effective knowledge transfer will be
 - i. Permit MCA and/or MCA's designee(s) to bring laptops and recording devices to, and use other equipment and connectivity at Service Provider Sites to facilitate knowledge transfer.
 - ii. Provide access to Service Provider Personnel who have worked or are working on the MCA account (even if they are not dedicated to the MCA account).



- iii. Explain any relevant standards and procedures to MCA's operations staff or MCA's nominee (including business process procedures and work flow).
- f) Information on operating details, file layout details and usage information, batch schedules, run books and technical plans, job stream, restart and maintenance activities documentation, database descriptions, and other information and Application documentation
- g) Systems' support profiles, enhancement logs, and incident tracking/resolution documentation (including documents recording how incident resolution was achieved, historical data, and common incidents within the MCA environment)
- h) Capacity management, information including capacity management planning models, trends, CPU and application processing structures, information about the operation and performance of applications in the MCA environment and usage factors for applications
- i) Performance tuning information (including access to potential future opportunity model)
- j) Up-to-date information about the Services and a full inventory of assets



SCHEDULE IX: AUDIT, ACCESS, AND REPORTING**1. Purpose**

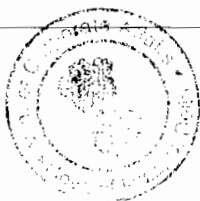
This Schedule details the audit, access and reporting rights of the MCA and respective obligations of SP under the Agreement.

2. Audit Notice and Timing

- a) As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project. Such time table may be reviewed every 3 months on the sole discretion of MCA. During the Term, the MCA or its nominated agencies shall conduct routine audits in accordance with such agreed timetable and shall not be required to give SP any further notice of carrying out such audits.
- b) The MCA, may conduct non-timetabled (adhoc) audits at its own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the SP, a security violation, or breach of confidentiality obligations by SP, provided that the requirement for such an audit is notified in writing to SP a reasonable period time 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..
- c) The frequency of audits which shall be six (6) monthly provided always that the MCA or its nominated agency or its authorized representative shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance as practicable being caused to SP.
- d) The audit and access rights contained shall survive the termination or expiration of the Agreement for a period of twenty-four (24) months.

3. Access.

SP shall, provide to the MCA or its nominated agencies, or its or their authorised representatives, reasonable access to employees, subcontractors, suppliers, third party facilities, including leased premises, Data 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. The MCA or its nominated agencies during the Project shall have the right to copy and retain copies of any relevant records. SP shall make every reasonable effort to co-operate with them in effecting the Audit.



4. Audit Rights

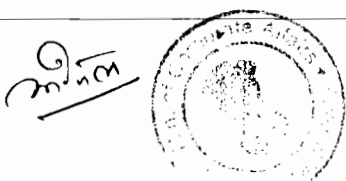
- a) The MCA shall have the right to audit and inspect suppliers, agents, third party facilities, including leased premises, Data centres, documents, records, procedures and systems relating to the Project, but only to the extent that they relate to these, as shall be reasonably necessary to verify:
- b) The security, integrity and confidentiality availability of all the MCA Data processed, held or conveyed by SP on behalf of the MCA or its nominated agencies and its Users and Documentation related thereto;
- c) That SP has complied with the relevant technical standards, and has adequate internal controls in place; and
 - i. The compliance of SP with any other obligation under the Agreement.
 - ii. SP's internal cost records shall be excluded for the purpose of audit
 - iii. That the actual level of performance of the Services is the same as specified in the Service Level Agreement

5. Audit Rights of Sub-Contractors, Suppliers and Agents

- a) SP shall use reasonable endeavours to achieve for himself as well as for MCA 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. SP shall inform the MCA prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit and/or access.
- b) Reporting. SP will provide reports to the MCA regarding any specific aspects of the Project and in context of the audit and access information as required by the MCA

6. Action and Review

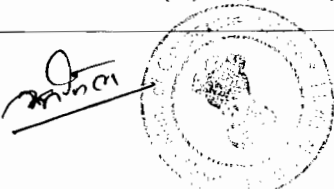
- a) Any change or amendment to the systems and procedures of SP, or sub-Contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- b) Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the MCA who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Agreement.



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7. Records and Information

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



SCHEDULE X: NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT ("Agreement") is made on this the Eighth day of November 2012 at New Delhi, India.

BETWEEN

The President of India, acting through the Director, e-Governance, Ministry of Corporate Affairs, Government of India having its office at 5th Floor, Shastri Bhavan, New Delhi - 110 001, India hereinafter referred to as '**MCA**'), being the PARTY OF THE FIRST PART;;

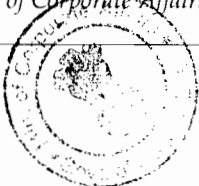
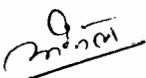
AND

Infosys Limited, a Company incorporated under the Companies Act, 1956, having its registered office at Electronic City, Hosur Road, Bangalore - 560100(hereinafter referred to as '**the Service Provider/SP**') through its authorized signatory Shri. C.N. Raghupathi, Vice President and Head, India Business Unit who is authorized to sign, execute vide a board resolution No. 14 dated 19th July 2012 passed by its board of directors being the PARTY OF THE SECOND PART.

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHEREAS:

- a) The MCA and Service Provider have entered into a **MSA** as well as a Service Level Agreement dated <Eighth Day of November 2012> (the "**SLA**") in furtherance of the Project.
- b) Whereas in pursuing the Project as defined in Agreement (the "**Business Purpose**"), a Party ("Disclosing Party) recognizes that they will disclose certain Confidential Information (as defined hereinafter) to the other Party ("Receiving Party").
- c) Whereas such Confidential Information (as defined hereinafter) belongs to Disclosing Party as the case may be and is being transferred to the Receiving Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.
- d) Accordingly, the Parties are desirous of entering into this Agreement to regulate their rights and obligations in relation to such information, on the terms and conditions set out in this Agreement



NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. Definitions and Interpretations

Terms and expressions used in this Agreement (including the Introduction) shall have the same meanings set out in Article I of MSA.

2. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b) as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- c) as between any value written in numerals and that in words, the value in words shall prevail.

3. Priority of agreements

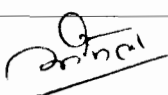
The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the MSA and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the MSA and this Agreement, the provisions contained in the MSA shall prevail over this Agreement.

4. TERM

This Agreement will remain in effect for five years from the date of termination/expiry of the MSA ("**Term**"), a, unless extended by the disclosing party in writing.

5. SCOPE OF THE AGREEMENT

- a) This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential before or within (30) thirty days after disclosure to the Receiving Party ("**Confidential Information**"). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

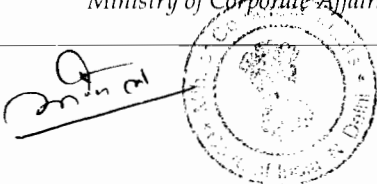


- b) Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

6. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

- a) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and
- b) grant access to Confidential Information only to its employees on a 'need to know basis' and restrict such access as and when not necessary to carry out the Business Purpose.
- c) cause its employees to comply with the provisions of this Agreement;
- d) reproduce Confidential Information only to the extent essential to fulfilling the business Purpose, and
- e) prevent disclosure of Confidential Information to third parties;
- f) disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/contractors to terms at
- g) least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall:
- i. advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.
- h) upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.
- i) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
- j) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information



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and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

- k) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

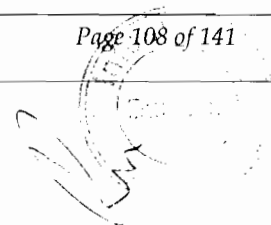
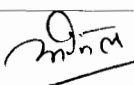
7. **EXCEPTIONS TO CONFIDENTIAL INFORMATION**

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

- a) was independently developed by the Receiving Party without reference to the Information, or was received without restrictions; or
- b) has become generally available to the public without breach of confidentiality obligations of the Receiving Party; or
- c) was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure; or
- d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- e) is disclosed with the prior consent of the disclosing party; or
- f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or
- g) the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

8. **OWNERSHIP OF THE CONFIDENTIAL INFORMATION**

- a) Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- b) By disclosing the Confidential Information or executing this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information,



- including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.
- c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this Agreement.
- d) Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

9. ENTIRE NON DISCLOSURE AGREEMENT

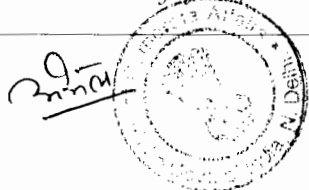
This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

10. SEVERABILITY

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

11. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or



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representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

12. THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

13. NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to MCA:

Attn: Director, e-Governance

Tel: 011-23070954

Fax: 011-23386068

Email: dirad4-mca@nic.in

Contact:

With a copy to: Additional Secretary, MCA

If to the Service Provider:

Attn. C.N. Raghupathi, Vice President and Head , India Business Unit

Phone: +91-80-25821720

Fax No. +91-80-28520686

Email: cnraghupathi@infosys.com

14. LANGUAGE

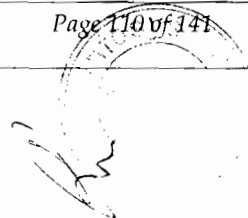
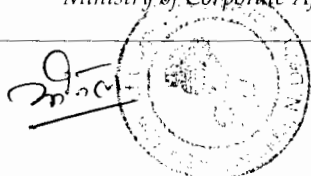
All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

15. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

16. MITIGATION

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the MCA and the Service Provider shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.



17. REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

**For and on behalf of
President of India through:**

For and on behalf of SP:

An authorized signatory duly nominated pursuant to Board Resolution No. 14 dated 19th July 2012

M. J. Singh
8/11/12

Raghu Pathi



SIGNED, SEALED, AND DELIVERED
Anil Bhardwaj
Director, e-Governance
Ministry of Corporate Affairs, GOI
(5th floor, Shastri Bhavan,
New Delhi 110 001
Phone: 011-23070954

SIGNED, SEALED, AND DELIVERED
C.N. Raghupathi
Vice President and Head,
India Business Unit, Infosys Limited
Electronic City, Hosur Road,
Bangalore 560100
Phone: 080-28521720

Date:
Place: New Delhi

Date:
Place: New Delhi

Witnessed by:

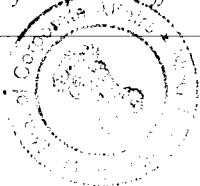
1. *[Signature]*
SANJIV MITAL
CEO MCA

Witnessed by:

1. *[Signature]*

2. *[Signature]*
(S. SRIDHARAN)
JA, MCA

2. *[Signature]*



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SCHEDULE XI: SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT (hereinafter referred as "SLA") is made on this the Eighth day of November 2012 at New Delhi, India.

BETWEEN

The President of India, acting through the Director, Ministry of Corporate Affairs, Government of India having its office at 5th Floor, Shastri Bhavan, New Delhi - 110 001, India hereinafter referred to as '**MCA**' ,) being the PARTY OF THE FIRST PART;

AND

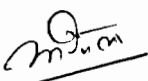
Infosys Limited, a Company incorporated under the Companies Act, 1956, having its registered office at Electronic City, Hosur Road, Bangalore - 560100 (hereinafter referred to as '**the Service Provider/SP**' through its authorized signatory Shri. C.N. Raghupathi, Vice President and Head, India Business Unit who is authorized to sign, execute vide a board resolution No. 14 dated 19th July 2012 passed by its board of directors being the PARTY OF THE SECOND PART.

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHEREAS:

- a) The MCA and Service Provider have entered into an Agreement.
- b) MCA and Service Provider wish to enter into this Service-Level Agreement ("Agreement/SLA") on the following terms.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:



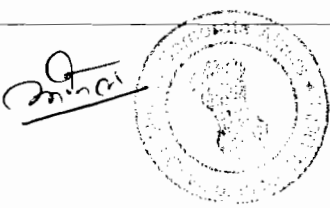
1. Definitions and Interpretations

- a) Terms and expressions used in this Agreement (including the Introduction) shall have the same meanings set out in Article I of MSA.
- b) All Appendices and other attachments to this SLA are hereby incorporated as a part of this SLA by this reference
- c) This SLA shall operate as a legally binding services agreement specifying terms which apply to the Parties and to the provision of the Services by the SP to MCA under this SLA and the MSA.
- d) SP will provide the Service Levels in accordance with the performance metrics as more particularly described in Annexure A and Annexure B of this SLA. Further this SLA shall govern the provision of the contracted professional services to MCA after the Effective Date.

2. Commencement and Duration of SLA

Service Levels during first 6 (six) Quarters

- a) In case the Service Provider is different from the current operator of MCA21 project, the service provider will get a 3 month SLA holiday, i.e., there will not be any SLA related penalties for the 1st quarter payment. However, the Service Provider has to monitor and report on the applicable SLAs starting from the 3rd month.
- b) Service Provider is responsible for providing services as per the applicable Service Levels starting from the 2nd quarter.
- c) In case the current operator is selected as the Service Provider, there will not be any SLA holiday.
- d) The Service Levels being measured and monitored for the MCA21 project will be the applicable Service Levels during this period.
- e) The current Service Levels defined in Annexure A will be the applicable Service Levels during this period.



Service Levels during remaining Quarters

- a) The New Service Levels defined in Annexure B will be the applicable Service Levels during this period.

3. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b) as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- c) as between any value written in numerals and that in words, the value in words shall prevail.

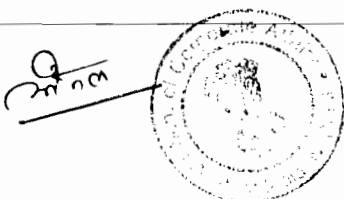
4. Priority of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the MSA and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the MSA and this Agreement, the provisions contained in the MSA shall prevail over this Agreement.

Apart from the provisions as set out hereinabove, the terms and conditions stated in the MSA shall apply mutatis mutandis to this SLA. In the event of a conflict in interpretation of any Article in the MSA and the SLA, the provisions of the MSA shall prevail.

5. TERMS OF PAYMENT AND SERVICE CREDITS AND DEBITS

- a) In consideration of the Services and subject to the provisions of the MSA and this SLA, the MCA shall pay the charges and the service credits to the Service Provider in accordance with the Terms of Payment Schedule of the MSA.
- b) It is clarified here that MCA can also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the



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MSA as a result of the failure of the Service Provider to meet the Service Level under the affected SLA, such sum being determined in accordance with the terms of the SLA.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

**For and on behalf of
President of India through:**

For and on behalf of SP:

An authorized signatory duly nominated pursuant to Board Resolution No. 14 dated 19th July 2012

मन्मोहन खन्ना
8/11/12

Raghupathi

SIGNED, SEALED, AND DELIVERED
Anil Bhardwaj
Director, e-Governance
Ministry of Corporate Affairs, GOI
(5th floor, Shastri Bhavan,
New Delhi 110 001
Phone: 011-23070954

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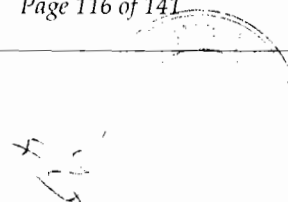
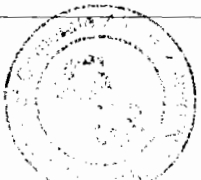
Date:
Place: New Delhi

Witnessed by:

Witnessed by:

- [Signature]*
SANJIV MITAL
CEO, NSSG
- [Signature]*
(S. SRIDHARAN)
JA, MCA.

- [Signature]*
- [Signature]*



Annexure A: Current Service Levels (MCA21 project) applicable for first six (6) Quarters

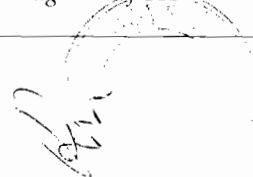

1 Introduction

This Annexure describes the service levels to be established for the Services offered by the SP to MCA. The SP shall monitor and maintain the stated service levels to provide quality service to MCA.

2 Definitions

- a. **"Scheduled Maintenance Time"** shall mean the time that the System is not in service due to a scheduled activity. Scheduled maintenance time is planned downtime with the prior permission of MCA, during non-business hours. The Scheduled Maintenance time within 10 hours a month as agreed shall not be considered for SLA Calculation.
- b. **"Scheduled operation time"** means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the Primary DC, DRC, and critical client site infrastructure will be 24X7X365. The total operation time for the client site systems shall be the business hours of MCA.
- c. **"System or Application downtime"** means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time MCA and/or its employees and/or stakeholders log a call with the Service Provider team of the failure or the failure is recorded in the EMS Tool to the time when the System is returned to proper operation.
- d. **"Availability"** means the time for which the services and facilities are available for conducting operations on the MCA system including application and associated infrastructure. Availability is defined as:

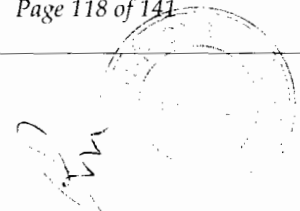
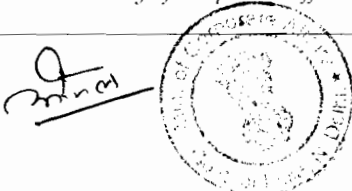
$$\left\{ \frac{\text{Scheduled Operation Time} - \text{System Downtime}}{\text{Scheduled Operation Time}} \right\} * 100\%$$



- e. **“Incident”** refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

3 Measurement and Monitoring

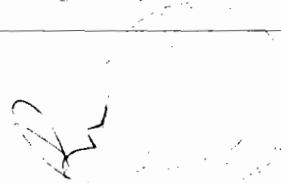
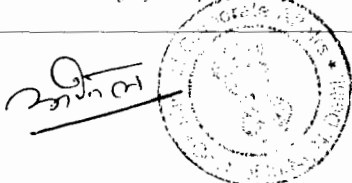
- a. The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the Agreement and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of MCA or an agency designated by them, then MCA will have the right to take appropriate disciplinary actions including termination of the Agreement.
- b. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An “Availability and Performance Report” will be provided by the Service Provide on monthly basis in the MCA suggested format and a review shall be conducted based on this report. A monthly Availability and Performance Report shall be provided to the MCA at the end of every month containing the summary of all incidents reported and associated Service Provider performance measurement for that period. The monthly Availability and Performance Report will be deemed to be accepted by the MCA upon review and signoff by both Service Provider and MCA or MCA designated Agency.
- c. EMS system as specified in this RFP shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The 3rd party testing and audit of the system shall put sufficient emphasis on ensuring the capability of EMS system to capture SLA compliance correctly and as specified in this RFP. The selected Service Provider (SP) must deploy EMS tool and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. This tool should generate the SLA Monitoring report in the end of every month which is to be shared with MCA on a monthly basis. The tool should also be capable of generating SLA reports for a half-year. MCA will audit the tool and the scripts on a regular basis.
- d. In case of default on any of the service level metric, the SP shall submit performance improvement plan along with the root cause analysis for MCA’s approval.



- e. For SLA related payments, the SLA measurement will be measured and computed on a quarterly basis.

4 Penalties

- a. SP is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall invoke the performance related penalties. Payments to the Service Provider are linked to the compliance with the SLA metrics laid down in the tables below.
- b. The penalties will be computed and calculated as per the computation explained in this Annexure.
- c. The matrix specifies three levels of performance, namely, Baseline, Low, and Breach
- d. Payment of 40% of the equated quarterly payment is linked to the compliance with the SLA metrics. The positive and negative points earned during each quarter will be added to compute the net score out of 100. This percentage will be applied to the 40% of the quarterly payment to arrive at the amount payable to the operator for that quarter.
- i. The operator will get 100% of 40% of the quarterly payment if the baseline performance metrics are complied. Even though the cumulative baseline points across all service levels add up to 115, the operator will only get 100% of the 40% of the quarterly payment.
- ii. In case of lower performance on all the metrics, the operator will get 38% of the 40% of Quarterly Payment.
- iii. In case of a breach on all the parameters, penalty can be up to 'minus 72' points.
- e. A breach on account of any one of the items: SLA1, SLA3, SLA8, SLA9, SLA10, and SLA11 or a cumulative debit point totaling 20 or more across all the SLAs will result in a material breach. In case of a material breach, the operator will be given a cure period of one month to rectify the breach failing which a notice to terminate may be issued by MCA.



5 Service Levels

S.No.	Description	Measurement Methodology	Targets	Credits
1	Availability of ALL services over the Internet at VFO	Availability of all services over the Internet at VFO' is measured as the % successful on-line transactions against the total number of transactions initiated in the portal.	Baseline – 99.99% Lower Performance – 99.99% to 99.95% Breach - < 99.0%	Baseline: 11 Lower Performance: 7 Breach: -14
2	Average MCA21 Portal page loading	Average MCA Portal page loading' is measured as time taken for loading the MCA21 home page on the dedicated end user system connected to Data Center on intranet using 128Kbps communication channel. As on date, the home page is around 130KB.	Baseline - 15 Sec Lower Performance - 20-25 Sec Breach - >30 Sec	Baseline: 8 Lower Performance: 3 Breach: -3
3	Average turnaround time of request-response cycle for e-filing through VFO	'Average turnaround time of request-response cycle for eFiling through VFO' is measured as the elapsed time between the time the eForm (including attachments) is submitted at the VFO and the time its receipt is acknowledged at the VFO.	Baseline - 10 Sec Lower Performance - 10-15 Sec Breach - >25 Sec	Baseline: 11 Lower Performance: 4 Breach: -4

4	Average turnaround time of request-response cycle for viewing document through VFO	Average turnaround time of request-response cycle for viewing document through VFO is measured as the time required for displaying the category of documents and the time required for displaying the list of documents will be counted as separate cycles, each complying with the metric of 10 sec.	Baseline - 10 Sec Lower Performance - 10-15 Sec Breach - >25 Sec	Baseline: 8 Lower Performance: 3 Breach: -3
5	Average response time at MCA client for workflow interaction	'Average response time at MCA client for workflow interaction' is measured as the time consumed for completion of each activity in the workflow/ transaction.	Baseline - <5 Sec Lower Performance - 5 to 10 Sec Breach - >15 Sec	Baseline: 8 Lower Performance: 3 Breach: -3
6	Average response time at MCA client for interaction involving document retrieval from local server	Average response time at MCA client for interaction involving document retrieval from local server' is measured as the elapse time between the time of initiation of transaction for retrieval of the document and the time when the document is downloaded at client involving a local server.	Baseline - <7 Sec Lower Performance - 7 to 10 Sec Breach - >15 Sec	Baseline: 10 Lower Performance: 4 Breach: -4
7	Average response time at MCA client for interaction involving document retrieval from remote server	Avg response time at MCA client for interaction involving document retrieval from remote server' is measured as the elapse time between the time of initiation of transaction for retrieval of the document and the time when the document is downloaded at client.	Baseline - <10 Sec Lower Performance - 10 to 15 Sec Breach - >20 Sec	Baseline: 11 Lower Performance: 4 Breach: -4

8	Maximum concurrent connects supported by MCA Portal	Maximum concurrent connects supported by MCA Portal' is measured as the maximum concurrent connects supported by MCA Portal.	Baseline - >10,000 in peak months (Oct to Dec) >3000 in other months (Jan to Sept) Breach - <6,000 in peak months (Oct to Dec) <1000 in other months (Jan to Sept)	Baseline: 11 Breach: -8
9	Throughput of the MCA Gateway	Throughput of the MCA gateway' is measured as the maximum Throughput/concurrent transactions processed by the MCA gateway	Baseline - > 250 Tps Breach - < 150 Tps	Baseline: 10 Breach: -7
10	Resumption of online services at RFO/TFO/VFO from major Disruption	Resumption of online services at RFO/TFO/VFO from major disruption' is measured as the time taken for Resumption of online services at RFO/TFO/VFO from major disruption	Baseline - <12 hours Breach - > 24 hours	Baseline: 5 Breach: -0.5 per day
11	Resumption of online services at MCA offices from major Disruption	Resumption of online services at MCA Offices from major disruption is measured as the time taken for Resumption of online services at MCA offices from major disruption	Baseline - <12 hours Breach - > 24 hours	Baseline: 6 Breach: -0.5 per day
12	Availability of MCA systems incl. Desktops - hardware, OS and applications.	Availability of MCA systems incl. Desktops - hardware, OS and applications is measured as availability of MCA systems incl. Desktops - hardware, OS and applications	Baseline – 99.99% Breach - < 99.0%	Baseline: 8 Lower Performance: 5 Breach: -11
13	Availability of ERR/DB/WF systems at the Data Center	it is measured as availability of ERR/DB/WF systems at the Data Center	Baseline – 99.99% Breach - < 99.0%	Baseline: 8 Lower Performance: 5 Breach: -11

Annexure B: New Service Levels applicable for remaining quarters

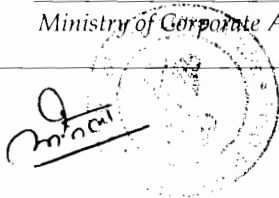
1 Introduction

This Annexure describes the service levels to be established for the Services offered by the SP to MCA. The SP shall monitor and maintain the stated service levels to provide quality service to MCA.

2 Definitions

- f. **"Scheduled Maintenance Time"** shall mean the time that the System is not in service due to a scheduled activity. Scheduled maintenance time is planned downtime with the prior permission of MCA, during non-business hours. The Scheduled Maintenance time within 10 hours a month as agreed shall not be considered for SLA Calculation.
- g. **"Scheduled operation time"** means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the Primary DC, DRC, and critical client site infrastructure will be 24X7X365. The total operation time for the client site systems shall be the business hours of MCA.
- h. **"System or Application downtime"** means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time MCA and/or its employees and/or stakeholders log a call with the Service Provider team of the failure or the failure is recorded in the EMS Tool to the time when the System is returned to proper operation.
- i. **"Availability"** means the time for which the services and facilities are available for conducting operations on the MCA system including application and associated infrastructure. Availability is defined as:

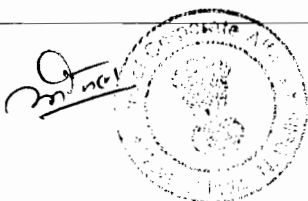
$$\frac{\{(Scheduled\ Operation\ Time - System\ Downtime)\}}{(Scheduled\ Operation\ Time)} * 100\%$$



- j. **“Incident”** refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

3 Measurement and Monitoring

- a. The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the Agreement and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of MCA or an agency designated by them, then MCA will have the right to take appropriate disciplinary actions including termination of the Agreement.
- b. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An “Availability and Performance Report” will be provided by the Service Provide on monthly basis in the MCA suggested format and a review shall be conducted based on this report. A monthly Availability and Performance Report shall be provided to the MCA at the end of every month containing the summary of all incidents reported and associated Service Provider performance measurement for that period. The monthly Availability and Performance Report will be deemed to be accepted by the MCA upon review and signoff by both Service Provider and MCA or MCA designated Agency.
- c. EMS system as specified in this RFP shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The 3rd party testing and audit of the system shall put sufficient emphasis on ensuring the capability of EMS system to capture SLA compliance correctly and as specified in this RFP. The selected Service Provider (SP) must deploy EMS tool and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. This tool should generate the SLA Monitoring report in the end of every month which is to be shared with MCA on a monthly basis. The tool should also be capable of generating SLA reports for a half-year.
- d. MCA or its nominated agency shall have full access to the EMS solution (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project. MCA or its nominated agency will also audit the tool and the scripts on a regular basis.



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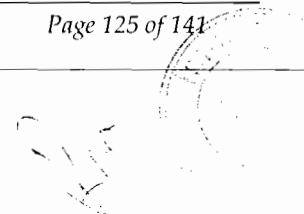
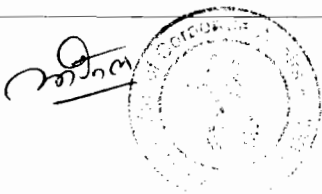
- e. The measurement methodology / criteria / logic will be reviewed by MCA.
- f. Wherever, the measurement is through a client setup at DC / DRC, remote access to the client should be available at MCA-HQ. In addition, remote access should be provided at MCA-HQ for all EMS data and logs.
- g. In case of default on any of the service level metric, the SP shall submit performance improvement plan along with the root cause analysis for MCA's approval.
- h. For SLA related payments, the SLA measurement will be measured and computed on a quarterly basis.
- i. The network connectivity that is to be provisioned as part of the RFP shall be available 24x7x365. However, for SLA where the measurement is indicated to be 12x6 , it is only for the purpose of SLA measurement. 12x6 means 9:00 am to 9:00 pm.

4 Annual Reviews

- a. During the Agreement period, it is envisaged that there could be other to the SLA, in terms of measurement methodology / logic / criteria, addition, alteration or deletion of certain parameters, based on mutual consent of both the parties, i.e. MCA and SP.
- b. MCA and SP 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 SP in accordance with the Change Control Schedule.
- c. The SLAs may be reviewed on an annual basis by MCA in consultation with the SP and other agencies.

5 Penalties

- a. SP is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall invoke the performance related penalties. Payments to the Service Provider are linked to the compliance with the SLA metrics laid down in the tables below.



- b. The penalties will be computed and calculated as per the computation explained in this Annexure.
- c. The matrix specifies three levels of performance, namely, Baseline, Low, and Breach
- d. Payment of 40% of the equated quarterly payment is linked to the compliance with the SLA metrics. The positive and negative points earned during each quarter will be added to compute the net score out of 100. This percentage will be applied to the 40% of the quarterly payment to arrive at the amount payable to the operator for that quarter.
- i. The operator will get 100% of 40% of the quarterly payment if the baseline performance metrics are complied.
 - ii. In case of lower performance on all the metrics, the operator will get 38% of the 40% of Quarterly Payment.
 - iii. In case of a breach on all the parameters, penalty can be up to 'minus 50' points.
- e. A breach on account of any one of the items: SLA3, SLA6, SLA9, SLA11, SLA12, and SLA13 or a cumulative debit point totaling 20 or more across all the SLAs will result in a material breach. In case of a material breach, the operator will be given a cure period of one month to rectify the breach failing which a notice to terminate may be issued by MCA.



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6 Service Levels

S. No.	Description	Measurement Methodology	Targets	Credits
Application Performance				
SLA 1	Time to load (simulated transactions) home page of the portal	<p>The time includes the cumulative time of sending the request from the dedicated client machine over internet on 1Mbps link to the Data Center to the time the page fully loads on the client machine.</p> <p>The 1Mbps internet link has to be a dedicated link from the DC / DRC to be setup at the cost of the operator. The request should use the DC-internet link used by the front office users.</p> <p>As on date, the home page is less than 900KB.</p>	<p>Baseline: $\geq 95\%$ of the transactions take less than or equal to 10s</p> <p>Lower Performance: $< 95\%$ and $\geq 90\%$ of the transactions take less than or equal to 10s</p> <p>Breach: $< 90\%$ of the transactions take less than or equal to 10s</p>	<p>Baseline: 3</p> <p>Lower: 1</p> <p>Breach: -2</p>

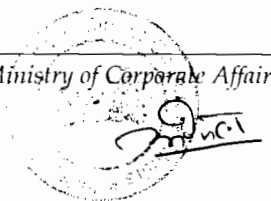
S. No.	Description	Measurement Methodology	Targets	Credits
SLA 2	Time to load (simulated transactions) login page or any other page (other than home page) of the portal that can be viewed by the users without logging into the portal	<p>The time includes the cumulative time of sending the request from the dedicated client machine over internet on 1Mbps link to the Data Center to the time the page fully loads on the client machine.</p> <p>The pages (five pages each of 120KB (approx.) size) will be defined by MCA based on the criticality and number of visits to the page.</p> <p>The 1Mbps internet link has to be a dedicated link from the DC / DRC to be setup at the cost of the operator. The request should route through the DC-internet link used by the front office users.</p>	<p>Baseline: >=95% of the transactions take less than or equal to 2s</p> <p>Lower Performance: <95% and >=90% of the transactions take less than or equal to 2s</p> <p>Breach: <90% of the transactions take less than or equal to 2s</p>	<p>Baseline: 5</p> <p>Lower: 2</p> <p>Breach: -2</p>
SLA 3	Request-Response Time for e-filing services either through portal or gateway where such services are	<p>The time is the elapsed time between the time request (submission of e-Form including attachments) is submitted to the time the response (acknowledgement) is sent back.</p> <p>Irrespective of the transaction type, Payment</p>	<p>Baseline: >=95% of the transactions take less than or equal to 8s</p> <p>Lower Performance: <95% and >=90% of the transactions take less than or equal to 8s</p>	<p>Baseline: 8</p> <p>Lower: 4</p> <p>Breach: -4</p>



S. No.	Description	Measurement Methodology	Targets	Credits
	published	<p>Gateway and any external agency transaction times will be subtracted from the total elapsed time.</p> <p>Measurement will be on real time transactions. The response time will be measured within the data center environment between the first entry and last exit point.</p>	Breach: <90% of the transactions take less than or equal to 8s	
SLA 4	Request-Response Time for non e-form front office services e.g., login (with or without the digital signature) and loading the index page after login, advanced search, view master data, check status) either through	<p>The time is the elapsed time between the time request is submitted to the time the response is sent back.</p> <p>Irrespective of the transaction type any external agency transaction times will be subtracted from the total elapsed time.</p> <p>Measurement will be on real time transactions. The response time will be measured within the data center environment between the first entry and last exit point.</p>	<p>Baseline: >=95% of the transactions take less than or equal to 2s</p> <p>Lower Performance: <95% and >=90% of the transactions take less than or equal to 2s</p> <p>Breach: <90% of the transactions take less than or equal to 2s</p>	<p>Baseline: 8</p> <p>Lower: 4</p> <p>Breach: -4</p>



S. No.	Description	Measurement Methodology	Targets	Credits
	portal or gateway where such services are published	N.B. Downloading the document through View Public Document Service related transactions are not included in this SLA.		
SLA 5	Request-Response Time for back office services (e.g., login (with or without the digital signature) and loading the index page, Search, view company details, Establishment functions,..) through portal	<p>The time is the elapsed time between the time request is submitted to the time the response is received at the client.</p> <p>The services exclude workflow and document retrieval related transactions that are measured under separate SLAs</p> <p>Irrespective of the transaction type, any external agency transaction times will be subtracted from the total elapsed time.</p> <p>Measurement will be on real time transactions. The response time will be</p>	<p>Baseline: $\geq 95\%$ of the transactions take less than or equal to 3s</p> <p>Lower Performance: $< 95\%$ and $\geq 90\%$ of the transactions should be less than or equal to 3s</p> <p>Breach: $< 90\%$ of the transactions take less than or equal to 3s</p>	<p>Baseline: 6</p> <p>Lower: 3</p> <p>Breach: -3</p>



S. No.	Description	Measurement Methodology	Targets	Credits
		measured at client workstations at MCA Offices (ROC, RD, MCA-HQ,...)		
SLA 6	Request-Response Time for workflow interaction / workflow based transactions (e.g., retrieval of work items,..) of the back office services through portal	<p>The time is the elapsed time between the time request is submitted to the time the response is received at the client.</p> <p>Measurement will be on real time transactions. The response time will be measured at client workstations at MCA Offices (ROC, RD, MCA-HQ, ...)</p>	<p>Baseline: >=95% of the transactions should be less than or equal to 3s</p> <p>Lower Performance: <95% and >=90% of the transactions should be less than or equal to 3s</p> <p>Breach: <90% of the transactions take less than or equal to 3s</p>	<p>Baseline: 8</p> <p>Lower: 4</p> <p>Breach: -4</p>
SLA 7	Request-Response Time for transactions with document retrieval and rendering from local server for the back office services through	<p>This is the elapsed time between request submitted to the time the first page of the document is retrieved and rendered at the client.</p> <p>Measurement will be on real time transactions. The response time will be measured at client workstations at MCA Offices (ROC, RD, MCA-HQ, ...)</p>	<p>Baseline: >=95% of the transactions should be less than or equal to 2s</p> <p>Lower Performance: <95% and >=90% of the transactions should be less than or equal to 2s</p> <p>Breach: <90% of the transactions take less</p>	<p>Baseline: 5</p> <p>Lower: 2</p> <p>Breach: -3</p>

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S. No.	Description	Measurement Methodology	Targets	Credits
	portal		than or equal to 2s	
SLA 8	Request-Response Time for transactions with document retrieval and rendering from remote server for the back office services through portal	<p>The time is the elapsed time between the time request is submitted to the time the first page of document is retrieved and rendered at the client.</p> <p>Measurement will be on real time transactions. The response time will be measured at client workstations at MCA Offices (ROC, RD, MCA-HQ,...)</p>	<p>Baseline: >=95% of the transactions should be less than or equal to 10s</p> <p>Lower Performance: <95% and >=90% of the transactions should be less than or equal to 10s</p> <p>Breach: <90% of the transactions take less than or equal to 10s</p>	<p>Baseline: 6</p> <p>Lower: 2</p> <p>Breach: -4</p>

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S. No.	Description	Measurement Methodology	Targets	Credits
SLA 9	Concurrent User Sessions Supported for Front Office Services	<p>Minimum number of concurrent user sessions (login-based and non login-based) supported for Front Office Services.</p> <p>Users' access of static pages will not be counted for this SLA measurement.</p> <p>This SLA will be measured on continuous basis on the server by collecting data of the concurrent user sessions in real time. In case the number is less than the target, it will be deemed as meeting the service level.</p> <p>The number of concurrent user sessions will be logged whenever there is a dropped new user session request or a refusal of service.</p> <p>The system is expected not to refuse any user session at any given time unless the number of concurrent user sessions are greater than the stipulated numbers in this Service Level.</p>	<p>Peak Period (October & November):</p> <p>Baseline: Support a minimum of</p> <ul style="list-style-type: none"> 4000 concurrent user sessions till year 2 (end of 10th quarter) 5000 concurrent users sessions till year 4 (11th quarter to 18th quarter) 6000 concurrent user sessions till the end of the Agreement (19th quarter onwards). <p>Non-Peak Period (Months other than the peak period):</p> <p>Baseline: Support a minimum of</p> <ul style="list-style-type: none"> 2000 concurrent user sessions till year 2 (end of 10th quarter) 2500 concurrent users sessions till year 4 (11th quarter to 18th quarter) 3000 concurrent user sessions till the end of the Agreement (19th quarter onwards). 	<p>Baseline: 8</p> <p>Breach: -4</p>

S. No.	Description	Measurement Methodology	Targets	Credits
		<p>There should not be any restrictions before the user session request reaches the server.</p> <p>A load test will need to be carried out by the Service Provider once in every six months to verify the conformance to the service level.</p>	Breach: Default of Baseline	
SLA 10	Throughput of the MCA Gateway	<p>Throughput of the MCA gateway' is measured as the maximum Throughput/concurrent transactions processed by the MCA gateway.</p> <p>Combined throughput that addresses all service access providers and service providers. One transaction covers one collated request-response message pair.</p> <p>It will be measured using gateway logs.</p>	<p>Baseline - >250 Tps</p> <p>Breach - < 150 Tps</p>	<p>Baseline: 3</p> <p>Breach: -3</p>
Application Availability				

S. No.	Description	Measurement Methodology	Targets	Credits
SLA 11	Recovery Time Objective (RTO)	Measured during the regular planned / unplanned (MCA at its discretion can ask Service Provider to do a drill) DC-DR Drill or an DC or DR outage	Baseline: <= 8 hours Breach: Default of the Baseline	Baseline: 5 Breach: -1 * per every additional eight hours of downtime
SLA 12	Availability of Front Office Services	<p>Measured as availability of select set of end-to-end services that when executed, cover the underlying solution and infrastructure components (e.g., gateway, webserver, app server, database, content management, forms) utilized in serving front office services.</p> <p>The services shall originate from a dedicated client machine setup at DC / DRC that sends the request over the DC-internet link used by the front office users.</p> <p>The services shall be measured on 24X7X365.</p>	<p>Baseline: >= 99.9%</p> <p>Lower Performance: <99.9% and >= 99%</p> <p>Breach: <99%</p>	<p>Baseline: 8</p> <p>Lower: 4</p> <p>Breach: -4</p>

S. No.	Description	Measurement Methodology	Targets	Credits
SLA 13	Availability of Back Office Services (including Establishment Services)	<p>Measured as availability, of select set of end-to-end services that when executed, cover the underlying solution and infrastructure components (e.g., webapplication server, database, content management, forms, reports, workflow) utilized in serving back office services.</p> <p>The services shall originate from a dedicated client machine setup at DC / DRC that sends the request over the DC-intranet link used by the back office users.</p> <p>The services shall be measured on 12X6.</p>	<p>Baseline: >= 99.9%</p> <p>Lower Performance: <99.9% and >= 99%</p> <p>Breach: <99%</p>	<p>Baseline: 8</p> <p>Lower: 4</p> <p>Breach: -4</p>

S. No.	Description	Measurement Methodology	Targets	Credits
SLA 14	Availability of Network Connectivity (including LAN and Network Link to DC / DR) at the Offices of ROC, RD, MCA-HQ,...	Measurement will be on 12X6	<p>Average Availability of all locations</p> <p>Baseline: $\geq 99.9\%$ Lower Performance: $< 99.9\%$ and $\geq 99\%$ Breach: $< 99\%$</p> <p>AND</p> <p>If in any of the key ROC locations (Mumbai, Delhi, Kolkata, Chennai, Hyderabad, Bangalore, Ahmedabad), the availability goes below 99%, it will be treated as Breach.</p>	<p>Baseline: 5 Lower: 2 Breach: -2</p>
SLA 15	Availability of each of the network links at DC and DR (internet link at DC / DRC, DC-DRC link, GSR link)	Measurement will be on 24X7X365	<p>Baseline: $\geq 99.95\%$ Lower Performance: $< 99.95\%$ and $\geq 99\%$ Breach: $< 99\%$</p> <p>Default on any of the link will be treated as the default of the service level.</p>	<p>Baseline: 5 Lower: 2 Breach: -2 * number of links on there is a default</p>

S. No.	Description	Measurement Methodology	Targets	Credits
Support Performance				
SLA 16	Resolution of Tickets logged by MCA (internal to Ministry and all associated offices) users (Excludes Tickets for generation of ad-hoc reports)	Measurement of resolution time from the time ticket is logged to the time it is resolved. Level 1: Operational Issues / show stopper Level 2: Workaround available Level 3: Modifications or bug fixes	Baseline: a. >=95% of Level 1 tickets should be resolved within 4 working hours; b. >=95% of Level 2 tickets should be resolved within 2 working days; and c. >=95% of Level 3 tickets should be resolved within 4 working days Default on any of the above will be treated as lower performance.	Baseline: 4 Lower: 2
Key Measurements				



S. No.	Description	Measurement Methodology	Targets	Credits
SLA 17	Key Measurements	As required for each metric.	<p>Metrics</p> <ul style="list-style-type: none"> a. Availability (on 24X7X365) of non-critical applications(EMS , Helpdesk, Email) $\geq 99\%$ b. Complete Response (Change Control Note) from the Service Provider on the Change Requests Initiated by MCA ≤ 30 days c. Change Requests should be completed within 45 days (or as accepted by MCA) of the administrative approval* of the Change Control Note <p>Baseline: No Default on any of the above metrics</p> <p>Lower Performance: Default on any one of the above metrics</p> <p>Breach: Default on >1 of the above metrics</p> <p>*N.B.: The commercial implications, if any,</p>	<p>Baseline: 5</p> <p>Lower: 2</p> <p>Breach: -4</p>



S. No.	Description	Measurement Methodology	Targets	Credits
			of the change request will be determined as per the scope of work defined in the RFP.	

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