

Invoice To HIGHBAR TECHNOCRAT LIMITED Unit No.1409 , Empire Tower, 14th Floor D Wing, Gut No 31, Unit SB-1402, Airoli, Navi Mumbai-400708 GSTIN/UIN: 27AABCO4311L1ZI State Name : Maharashtra, Code : 27 CIN: U72100MH2010PLC210078		Voucher No. HBT/PO/22-23/SB/01	Dated 26-Apr-22
Supplier (Bill from) CODE AND PIXELS INTERACTIVE TECH PVT LTD 266, SOUTH END PARK, MANSOORABAD, LB NAGAR Ranga Reddy, GSTIN/UIN : 36AAFCC0632A2ZD State Name : Telangana, Code : 36		Reference No. & Date. HBT/PO/22-23/SB/02	Mode/Terms of Payment 45 Days
		Dispatched through	Other References
		Destination	
		Terms of Delivery As Per Attached Annexure	

Sl No.	Description of Goods	Amount
1	Professional Fees <i>Advance</i>	3,78,000.00
2	Professional Fees <i>Delivery of CBT content for 7 hours - On completion of Phase 2</i>	5,04,000.00
3	Professional Fees <i>Delivery of CBT content for balance 7 hours - On completion of Phase 4</i>	16,38,000.00
		25,20,000.00
	IGST ITC Maharashtra	4,53,600.00
Total		₹ 29,73,600.00

Amount Chargeable (in words)
**INR Twenty Nine Lakh Seventy Three Thousand Six
Hundred Only**

Company's PAN : **AABCO4311L**

Prepared By

Verified By

Approved By

Name : Kaustav Das
Designation : Head - Delivery

Name : Upagupta Patnaik
Designation : COO

Name : Mangesh Wadaje
Designation : CEO

General:

- HBT has been awarded the work for preparing Computer Based Training (CBT) package for state-of-the-art signaling technology for the first 2 lines of the Nagpur Metro i.e the North-South & the East-West Corridors.
- Code & Pixel has expressed its desire to undertake the above work scope of HBT under the Main Contract and represented to HBT that it has the requisite skill, experience, ability and available resources to perform the Works (which form part of the works required to be carried out by HBT under the Main Contract).
- This **Service Contract Agreement** (“Agreement”) is made and entered into at Mumbai on the 26th day of April 2022 between Highbar Technocrat Limited., herein after referred as “HBT” & CODE AND PIXELS INTERACTIVE TECHNOLOGIES PVT LTD, herein after referred as “CODE & PIXELS”

Specific Terms of PO:

- Client is herein referred to as “HBT”.
- CODE AND PIXELS INTERACTIVE TECHNOLOGIES PVT LTD is referred as “CODE & PIXELS” or “Vendor”.
- HBT shall have the sole authority to interpret the terms and conditions of this PO and issue clarifications in case of ambiguity and the said interpretation shall be mutually agreed under the scope.
- OEM of the signaling system herein is referred as “OEM”

Scope of work:

- Development of computer-based training (CBT) module.
- Content to be developed for 14 hours
- Development of computer-based training (CBT) module for Signalling System which shall:
 - Have graphics, photos, 3D animation showcasing the working of the assembly, 3D animation showcasing the maintenance activities and troubleshooting activities, Blow-up video of the 3D Model, videos, and text & audio read-outs in English.
 - Have orientation towards self-learning and self-assessment.

- Run on standard Commercially-Off-The-Shelf (COTS) computers, hardware and software, compatible to Windows Operating Systems 7, 8 & 10 versions.
 - Be self-installable after copying all files from CD-ROMs / DVDs into hard disk.
 - Run from hard disk, independent of its CD-ROMs / DVDs.
 - The top-down organization of CBT Package shall be as follows:
 - CBT Package shall have variant dedicated to sub systems of the main system.
 - Each Variant of CBT Package shall have Learning and Assessment Sessions.
 - Each Session shall have individual Chapters for different sub systems and LRUs.
 - Each Chapter shall have different Topics.
 - Contents of each Chapter and Topic shall be organized into different Pages.
 - Each Page shall have multimedia elements for displaying contents.
 - Each variant of CBT Package shall have two sessions - Learning Session and Assessment Session, as detailed below. Both the sessions of CBT need to be independent of CD, DVD, or any other drive. The CBT will be designed in such a manner that there are two sessions for the user:
 - Learning Session: The session will have introduction and overview of the sub systems with 3D models and videos for multiple topics for each sub system.
 - Assessment session: Assessment session as the name suggests will be for evaluating or assessing the technician or any user who has been provided or taken the training. The questionnaires will test the knowledge of the technician based on the training content of each sub system.
 - In each session, the Systems/ LRUs shall be segregated into different Chapters. Based on type of data/ information to be presented, each Chapter shall be categorized into different Topics. The contents of each Chapter and its Topics shall be composed into different Pages, by using different multimedia elements. All Chapters, Topics and Pages shall be integrated into their respective variants of CBT package. The Learning Session and Assessment Session shall have the same classification of Chapters and Topics. All the videos where required will have text and audio read outs in:
 - English
- Learning Session

The learning session shall provide the main system and its understanding in different chapters or topics which shall include:

 - 3D blow up videos of all the sub systems until the LRU
 - Videos demonstrating the complete working of the sub system
 - Videos demonstrating the maintenance activities
 - Videos demonstrating the troubleshooting steps based on the defined failures

- **Assessment Session**

Assessment Session shall assess technicians on the level of understanding attained during learning session. Assessment shall be based on a question paper which contains questions from a pre-defined question bank, randomly selected by computer or instructor. The question bank shall be prepared by HBT & CODE & PIXELS will incorporate in CBT package. The questions in question bank shall be classified into three levels - Entry Level, Middle Level and Expert Level, for assessing technicians with different levels of understanding of the main systems. The answers shall be evaluated by computer. In case of wrong answer, correct answer shall be popped-up.

- CODE & PIXELS team shall interact only through HBT with the various stakeholders as directed by HBT as required & carry out the activities of CBT works during implementation. CODE & PIXELS shall not directly communicate with the various stakeholders without specific prior written consent of HBT.
- CODE & PIXELS will facilitate & support HBT in getting the document sign off's, milestone sign off's or any other sign off's required as are necessary for the tasks/ activities/ milestone completion.

Solution & Methodology

- **Solution approach: Computer based Application Development**

The methodology followed in the development of the package:

A thorough understanding of the subject content and input knowledge of the trainee

- Survey of educational literatures, reference books and manuals.
- Constitution of the development team comprising
 - Subject experts
 - Pedagogical experts
 - Multimedia experts
 - Support personnel
- Identifying the modules into which the whole project can be divided.
- Ensuring that the activities go as per the plan and schedule
- Making the raw revision of the package and subjecting it to critical review and evaluation
- Making the final version of the package

- CBT module will be an interactive platform where user can do multiple operations like search for specific training plan, schedule training etc.
- Based on the requirement, CODE & PIXELS is proposing to develop CBT based self - learning module with 3D Animation + Video recording + Audio + Content for equipment and processes.

- **Execution Methodology**

CBT execution goes in 3 phases, namely:

- I. Pre-Production
- II. Production
- III. Post-Production

I. Pre-Production Stage, the following line-items are required.

- Scope of Work. Topics to be covered & their method of communication (2D Animation, 3D Animation, Real Video) need to be mentioned.
- Vetted manuals softcopies. (CBT content scripts are extracted from these manuals as per the topics to be covered, mentioned in the scope of work).
- System & sub-system Images & Videos. Video & Photo shoot can be taken care.
- 2D Drawings without dimensions in pdf.
- 3D Surface Models in STP, IGES formats.

II. Production Stage, the following steps will be taken care:

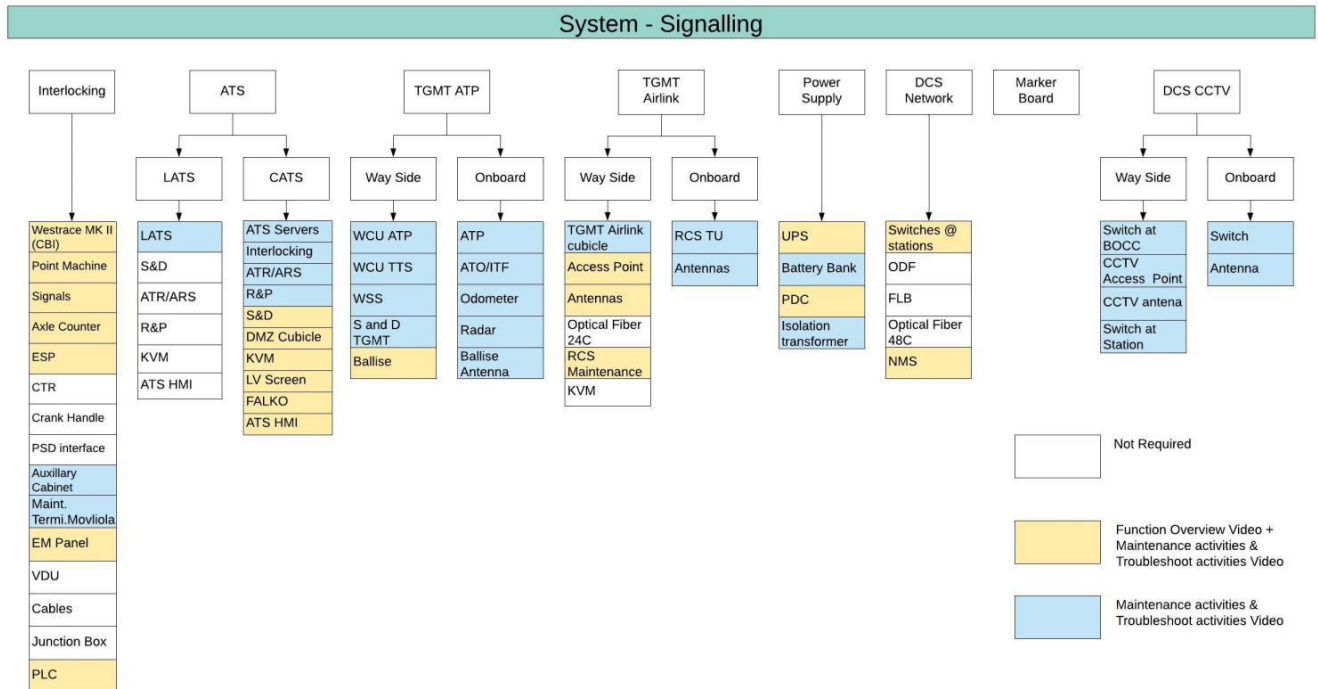
- Voice over recording of the script
- 3D Modeling & Texturing of the Models.
- Development of 3D Animation for the topics mentioned in SOW.
- Rendering.
- Development of 2D Animation for the topics mentioned in SOW.
- UI design, based on the heading and sub-heading mentioned in the SOW.

III. Post-Production Stage, the following steps will be taken care:

- Compositing & syncing the 3D rendered and audio files.
- Rendering.
- Editing & Compositing real videos with audio files.
- Compositing & syncing the 2D Animation and audio files.
- Integration of the files in UI design in their respective interactive buttons.

Delivery Plan

The following sub systems shall be considered; however, the list will be finalized after discussion with HBT.



In the current scope of the works, 14 Hours of CBT content are considered. However, a tolerance limit of +10% is considered over & above the 14 hours if the CBT content of the above system exceeds the 14 hours.

Based on the delivery plan CODE & PIXELS will be delivering the CBT for various sub systems. HBT technical expert shall review, evaluate and update CODE & PIXELS with observations. Based on the observations if any changes required, it will be incorporated, and the updated component shall be delivered. Once all the components are delivered, the CBT package for Signaling system will be complete.

Content Development Process

The content development process is designed to flow as per the following sequential steps:

Content Development Activities	<ul style="list-style-type: none">• Receipt of project scope contents from the client. Ex: User Handbook, Technical Manuals, Images, Videos etc.• Video & Photo shoot in User Location with help & support of Client.• Formation of the package development team• Development of lesson plans and script preparation
CBT Development Activities	<ul style="list-style-type: none">• UI Screen design• Adding animation, video clippings and photographs• Voice recording• Synthesizing and adding sound effects
Review Activities	<ul style="list-style-type: none">• Review and evaluation of Alpha Version• Incorporation of changes needed and preparing Beta Version• In-house trial testing of CBT quality• Testing and approval of final version

Quality of Deliverables

It is expected that CODE & PIXELS will deliver quality output of the videos & will adhere to the following quality parameters

- Video Quality: HD Video
- Sound Quality: HDR Quality sound
- Background music: required
- Voice Quality: Appropriate Rhythm, frequency, Articulation, Tone, Volume, Pace, Pitch, rate etc
- Voice Accent: Indian accent
- Video & Voice frame setting: Required
- Subtitle: Required
- 3D View: Status XYZ coordinate or Dynamic 360 Longitude & Latitude view

Software requirement

It is expected that the following software shall be used by CODE & PIXELS to achieve the best results

- Adobe Photoshop
- Adobe Illustrator
- Adobe Flash/Animate
- Adobe After Effects
- Autodesk 3DS MAX
- Autodesk Maya
- Sound Forge
- MS office
- High Resolution Camera for Video & Stills

Prerequisite

- CODE & PIXELS to provide the details required for preparation of CBT videos
- HBT will coordinate with OEM & provide the necessary script for preparation of content

Project Timelines

The CBT package will be divided into 4 parts of deliverables i.e

- CBT - I deliverable (3.5 hrs content)
- CBT - II deliverable (3.5 hrs content)
- CBT - III deliverable (3.5 hrs content)
- CBT - IV deliverable (3.5 hrs content)
- Total - 14 hours

Content shall be provided by HBT & the same shall be developed by CODE & PIXELS for minimum 3.5 hrs of content in one package. CODE & PIXELS shall start the development work of each package as & when the script is received from HBT.

Any additional work above 14 hours shall be charged by CODE & PIXEL on prorata basis.

The following are the timeline for delivery of each package

Based on the above understanding the delivery of the complete package will be 2.5 months.

It is envisaged that the first 2 phases shall be delivered by 31st May 2022 & the balance 2 phases by 30th June 2022.

Project Deliverables

Sr No	Milestone	Services	Deliverables
1	CBT - I deliverable	Documentation of the CBT	CD - Videos
2	CBT - II deliverable	Documentation of the CBT	CD - Videos
3	CBT - III deliverable	Documentation of the CBT	CD - Videos
4	CBT - IV deliverable	Documentation of the CBT	CD - Videos

Professional fees and Payment terms

Below are the professional fees for CBT package delivery

Sr	Milestone	Proportion (%)	Amount in INR
1	Advance	15%	3,78,000.00
2	Delivery of CBT content for 7 hours - On completion of Phase 2	20%	5,04,000.00
3	Delivery of CBT content for balance 7 hours - On completion of Phase 4	65%	16,38,000.00
TOTAL		100%	25,20,000.00

In words: - Rupees Twenty Five Lakh Twenty Thousand only.

Payment shall be done only after the satisfactory acceptance, certification & milestone signoff for the above-mentioned deliverables by HBT as per the payment terms set out in this agreement.

Payment terms

Prices are exclusive of taxes. HBT shall release payment within 30 days of raising the invoice on completion & acceptance of the milestone by HBT. CODE & PIXELS shall not be entitled for any interest on delayed payments for any reason whatsoever.

Prices are inclusive of all including but not limited to local conveyance, travel expenses to project location, accommodation, food charges, per diem & any other cost associated for the project execution & are exclusive of Taxes.

Payment shall be done only after the satisfactory acceptance, certification & milestone signoff of the deliverables by HBT.

General terms & condition:

1. Base Location of the project shall be Maha Metro Office / Project Office, Nagpur. However, CODE & PIXELS team shall travel to Base location as required during the project duration
2. Complete video shooting/recording shall be done by CODE & PIXELS at Client premises (Nagpur).
3. CODE & PIXELS shall nominate SPOC/Project Manager who will have the overall engagement responsibility. The Project Manager along with 1 or 2 team members shall be stationed at Nagpur office location during the entire project duration.
4. HBT shall nominate SPOC for regular interactions, coordination & meetings with CODE & PIXELS as required.
5. CODE & PIXELS shall deploy the team after receipt of PO to immediately start the project
6. CODE & PIXELS will sign a NDA and will be strictly bound by it.
7. CODE & PIXELS will not take up directly or indirectly any additional work related to prime contract/ extension / change request of the existing contract from Siemens/Maha Metro or any associated party without the prior written consent from HBT
8. If CODE & PIXELS fails to perform their obligations and defaults to complete the assignment within the time specified in the Contract, then HBT at its discretion shall take over the same and get the works carried out through a third party or another agency at the risk and cost of CODE & PIXELS. HBT in such cases shall have all rights to withheld payments due to CODE & PIXELS as well as recover all expenses, liabilities and penalties incurred by HBT due to such default by CODE & PIXELS, as it may deem fit.
9. CODE & PIXELS agrees to share or grant full access of the Project related data with respect to his scope of work to HBT and Customer, as and when requested by either party.
10. CODE & PIXELS shall exercise all reasonable care and diligence in the discharge of all its duties under the scope of the Project awarded. CODE & PIXELS shall keep HBT updated on the progress of work on a regular basis. CODE & PIXELS agrees to submit fortnightly progress reports to HBT during the term of the Project.

11. TAXES AND DUTIES

CODE & PIXELS shall be entirely responsible for all taxes, duties, license fees and other such

levies against its scope of work, during the term of this Work Order.

CODE & PIXELS shall ensure to pay the GST and file the returns on or before the due dates to enable HBT to take necessary input credit against GST.

CODE & PIXELS shall be liable to indemnify the loss suffered by HBT due its non-compliances for eg. due to non-payment of GST, incorrect disclosure, mismatch, non-furnishing of returns/submissions, incorrect determination of tax and nature of supply etc under the GST law.

CODE & PIXELS shall be liable to keep HBT indemnified for and against any and all claims, demands, prosecutions, penalties, damages, demurrages, and / or other levies whatsoever made or levied by the Court or any Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of such laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof under this work order.

HBT shall deduct applicable TDS against each invoice as and when applicable and shall issue certificate to the CODE & PIXELS on a timely basis.

12. INDEMNITIES

CODE & PIXELS shall be liable to keep HBT indemnified for and against any and all claims, demands, prosecutions, penalties, damages, demurrages, and / or other levies whatsoever made or levied by the Customer on HBT due to default in work or workmanship by CODE & PIXELS or its employees.

CODE & PIXELS shall undertake adequate insurance of its employees and shall be liable to keep HBT indemnified against bodily harm, injury, death of its employees deputed on the Project.

CODE & PIXELS shall indemnify HBT against any payments to be made under and for the observance of the provisions of all statutory Acts. CODE & PIXELS shall also indemnify HBT against any loss or claims or penal damages whatsoever resulting out of non-compliance on the part of the CODE & PIXELS with the provisions of these Acts and the schemes framed there under. In case HBT is demanded to pay any fine or penalties, then HBT shall have right to recover from CODE & PIXELS any sum required or estimated to be required for making good the loss or damage suffered.

As per the PF rules, HBT as a Principal Employer is liable for payment of PF of its subcontractors. Hence, CODE & PIXELS shall ensure payment of PF of its staff on time and shall indemnify HBT against any or all liabilities arising towards non-payment of the same.

13. AUDIT RIGHTS

HBT shall be entitled to conduct an audit of all the services performed by CODE & PIXELS under this Agreement and the resultant Work Order. CODE & PIXELS agrees to fully cooperate in any such audit that may be conducted.

CODE & PIXELS agrees to keep and make available in case of an audit, books and records that accurately describe in detail all services rendered, payments made, cost and expenditures for which CODE & PIXELS seeks or has sought compensation from HBT against the Project.

14. CONFIDENTIALITY

CODE & PIXELS hereby agree to maintain confidentiality of all information, design, data and other documents as may be made available to CODE & PIXELS and shared amongst its team and to use the said information solely and exclusively for performance of the object of this Agreement and to refrain from and prevent the dissemination or distribution of such information to third parties without the prior written consent of HBT. The provisions of this clause shall be governed by the Non-Disclosure Agreement. Such NDA if required, needs to be signed by all the personnel associated with the execution of the project under this agreement. NDA shall be shared separately.

15. INTELLECTUAL PROPERTY

Intellectual Property (“IPR”) means any and all tangible or intangible inventions (whether or not reduced to practice), works of authorship, trade secrets, ideas, concepts, know-how, knowledge, techniques, processes, methodologies, software, technology, and proprietary information.

CODE & PIXELS agrees that all customization including customized software / utilities / data designed, developed, tested and deployed by CODE & PIXELS for the purposes of the Project shall remain the sole property of the Customer. Immediately on execution of the Project, CODE & PIXELS agrees to handover the customized solution, documentation and other relevant materials to HBT Project Manager for onward submission to the Customer. Customer shall own all IPRs of such customized software / utility / solution.

16. TERMINATION OR SUSPENSION

Notwithstanding anything to the contrary contained elsewhere in this Agreement HBT may terminate or suspend this Agreement forthwith at any time upon giving at least thirty days written notice to CODE & PIXELS in the event

If:

- a. In consequence of a breach of this Agreement by CODE & PIXELS; or

- b. Material breach of any condition of this agreement or
- c. Termination between parties to be mutually agreed
- d. CODE & PIXELS fails to proceed with the Services with due diligence or fails to comply with any programme for the Services set out in Agreement after being required in writing so to do by HBT; or
- e. The CODE & PIXELS fails to execute the Services or to perform its other obligations in accordance with this Agreement after being required in writing so to do by HBT; or
- f. CODE & PIXELS shall become bankrupt or shall have a receiving order made against it or shall present its own petition in bankruptcy or make an arrangement with or assignment in favour of its creditors or shall agree to carry out the Services under a committee of inspection of its creditors or being a corporation shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if an action is commenced against CODE & PIXELS under any bankruptcy order or insolvency law or if an administrator receiver or trustee is appointed over the assets of CODE & PIXELS then and in any such event and without prejudice to any other rights or remedies HBT shall by written notice to CODE & PIXELS forthwith terminate this Agreement.
 - i. If notice is given by the OEM to suspend the performance of the Services and there is subsequent valid notice of resumption then HBT may require CODE & PIXELS to resume performance of the Services accordingly and in such event CODE & PIXELS shall as soon as reasonably practicable resume the performance of the Services in accordance with this Agreement.
 - ii. Upon suspension or termination of the services CODE & PIXELS shall take immediate steps to bring the services to an end in an orderly manner but with all reasonable speed and economy and shall cause to be delivered to HBT all the Proprietary Material.

17. APPLICABLE LAW

This work order shall be construed in accordance with the Laws of India and shall be subject to the jurisdiction of the courts of Mumbai only

18. ARBITRATION

Any dispute arising howsoever in connection with the interpretation or implementation

or purported termination of this Association, the parties agrees to resolve such dispute through amicable consultations.

If such dispute is not resolved through amicable consultation within thirty (30) days after commencement of discussion or such longer period as the parties agree to in writing, than such disputes shall be referred to the arbitration under the provisions of Arbitration and Conciliation Act, 1996 along with its modification/amendments. Either Party shall appoint its respective arbitrator and these two arbitrators in turn shall appoint a presiding arbitrator whose decision shall be binding on the Parties hereto. The venue of the arbitration shall be at Mumbai and the courts at Mumbai alone shall have the exclusive jurisdiction to try and entertain any proceedings under the above Act.

19. NON-ASSIGNMENT

CODE & PIXELS will not assign or otherwise dispose of any rights or delegate any obligations under this Work Order without the prior written consent of HBT.

20. NON-SOLICITATION

During the term of this agreement and 12 months post expiry, CODE & PIXELS shall not hire, solicit, employ or engage on any other basis or offer such employment or engagement to any of the HBT employees or HBT employees who have terminated employment within 6 months prior to the date that employment offer would be made.

21. NON-PUBLICATION

CODE & PIXELS shall not disclose, publicize or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of HBT, except as may be required by law in which case the same would be notified to HBT immediately.

HBT shall grant CODE & PIXELS a limited license to use any HBT/End customer trade name and trademark for the limited purpose of referring HBT/ End Customer's name in CODE & PIXELS marketing material and on CODE & PIXELS web site subject to prior written approval of HBT. The Services details shall be kept confidential by CODE & PIXELS.

22. CODE & PIXELS agrees to accept terms and condition in accordance with this Agreement, Work Order and general terms and condition of the RFP, LOA, Customer Agreement namely Personnel, Non-publication, Care of Works, Representations and Warranties, Disclaimer, Project Data and Information, Design and Implementation, Quality Assurance, Monitoring and Supervision, Completion Certificate, Change of Scope, Maintenance, Supervision and Monitoring During Maintenance, Project Data Usage Regulation, Defects Liability, Insurance, Force Majeure,

Suspension of Rights, Termination, Assignment and Charges, Liability and Indemnity, Dispute Resolution, Confidentiality, Copyright and Intellectual Property Rights, SLAs etc. for its respective scope of work.

Please sign the duplicate copy of this order in token of acceptance of this Service order.