# SERVICE LEVEL AGREEMENT

This **SERVICE LEVEL AGREEMENT** (“**Agreement**”) is made and entered into at Mumbai on this the day of April, Two Thousand and Twenty-One, BY AND BETWEEN:

**UTI ASSET MANAGEMENT COMPANY LTD**., a company incorporated under the Companies Act, 1956, having its registered office at UTI Tower, ‘Gn’ Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 (hereinafter referred to as the “UTI AMC””, which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), of the ONEPART;

AND

**Cylsys Software Solution Private Limited**, a company incorporated under the Indian Companies Act, 1956, (CIN: U72200MP2010PTC024953, PAN:AAECC2608M) having its registered office at 85/86, First Floor, Harmony Mall, Link Road Goregaon (west), Mumbai - 400104, India, (hereinafter referred to as “**CYLSYS**” or the “**Service Provider**”, which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), of the OTHER PART.

UTI AMC and INT. may be referred herein individually as a “**Party**” and collectively as “**the Parties**”.

**WHEREAS:**

1. UTI AMC is, *inter alia*, the investment manager of the UTI Mutual Fund (“UTI MF”), a mutual fund regulated under the SEBI (Mutual Funds) Regulations 1996, acting through UTI Trustee Company Private Ltd (Trustee Company); and
2. CYLSYS is, *inter alia*, involved in the business of providing services in the field of Development, Implementation and Maintenance of Applications; and
3. UTI AMC in the course of its business proposes to engage a service provider for Development, Implementation and Maintenance of Applications for UTI AMC. Pursuant thereto, UTI AMC issued Request for Proposal (“RFP”) RFP No. UTIAMC/IT/SW/O-DOIT-4487/2020-2021dated 02nd March 2021 inviting bids from service providers. The RFP is annexed to this Agreement as **Annexure 1**; and
4. CYLSYS, along with other interested service providers, submitted their response/proposal to the RFP and expressed its ability to implement the project in accordance with requirements and the specifications listed out in the RFP; and
5. CYLSYS pursuant to the RFP and its representations to UTI AMC, copies of which CYLSYS hereby acknowledges to have received read and fully understood, submitted its proposal and represented that CYLSYS has the required expertise to provide the services with reference to the scope of work, deliverables, timelines mentioned in the RFP and as set forth in its commercial proposal dated 13th March 2021(“**Proposal**”) as **Annexure 2**; and
6. UTI AMC based on the representations made therein, has accepted CYLSYS’ Proposal and issued to CYLSYS, Purchase Order dated 17thMarch 2021. This Purchase Order is annexed to this Agreement as **Annexure 3**; and
7. CYLSYS confirms to implement the Project in accordance with the terms and conditions specified in this Agreement and the requirement of RFP and any associated transaction documents. CYLSYS agrees to coordinate and liaison with third parties, including existing vendors for Hardware and Software, in accordance with the governance model at Annexure 1 and Annexure 3 of this Agreement and CYLSYS’s performance obligations in relation to the Services contemplated in this Agreement; and
8. Pursuant to discussions, and taking into account of the RFP, Purchase Order, and CYLSYS’s Proposal, the Parties hereby agree to enter into this Agreement.

**NOW, IN CONSIDERATION OF THE MUTUAL CONSENSUS, UNDERTAKINGS, PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES HERETO HAVE AGREED TO THE TERMS AND CONDITIONS HEREINAFTER SET FORTH. NOW THIS DEED WITNESSETH AS FOLLOWS:**

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER**

# ORDER OF PRECEDENCE

* 1. **This Agreement along with its Annexure and Purchase Order** constitute the entire agreement between the Parties relating to its subject matter and supersede all prior representations, agreements, statements and understandings, whether verbal or in writing.
  2. The Parties agree that with regard to interpretation and understanding of the various terms and conditions captured in this Agreement, the order of precedence shall be as **follows:**

#### (1) The Agreement (excluding all Annexure and Transaction Documents hereto)

#### (2) Annexure, except as otherwise mentioned below under clause 1.3

#### (3) Transaction Documents

* 1. For any clarity regarding the scope of the Services under this Agreement, any provisions of Annexure1 and any applicable statement of works executed in the future, shall prevail over any other Annexures and the Agreement.
  2. This Agreement shall not be modified except by a subsequently dated written amendment mutually agreed to and duly executed by the Parties. A request for amendment of this Agreement by either Party may be communicated to the other by giving the latter prior written notice of such request.
  3. The terms and conditions of any and all Annexure/addenda to this Agreement, as amended from time to time by mutual agreement in writing between the Parties, are incorporated into this Agreement, by reference and will constitute a part of this Agreement as iffully set forth.

# REPRESENTATIONS AND WARRANTIES

CYLSYS represents and warrants to UTI AMC the following:

* 1. CYLSYS is duly incorporated, validly existing and in good standing under as per the laws of the jurisdiction of its incorporation.
  2. CYLSYS has the corporate power and authority, licenses and approvals, including the requisite infrastructure, facilities and systems, including adequate skill and manpower to perform its obligations hereunder and to execute appropriate contracts in terms of this Agreement. The performance of terms and conditions under this Agreement by it and the performance of its obligations hereunder are duly authorized and approved by all necessary action.
  3. CYLSYS has adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to perform in accordance with its obligations hereunder.
  4. The execution, delivery and performance under this Agreement by such will not:
     1. Violate or contravene any provision of its documents of incorporation
     2. Violate or contravene any applicable law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound
     3. Violate the intellectual property rights of UTI AMC or any third party
     4. Except to the extent that the same have been duly and properly completed or obtained, require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.
  5. No representation or warranty by CYLSYS in response to the RFP, and no document furnished or to be furnished to UTI AMC in response to the RFP, knowingly contains any untrue or misleading statement or knowingly omits or will omit any fact necessary to make the statements contained therein, in light of the circumstances under which made, not misleading.
  6. CYLSYS will be the sole Service Provider and the sole point of contact for UTI AMC under this Agreement. Where the making of any representation, performance of any obligation, grant of any right or other action under the Agreement requires consent of another party, CYLSYS undertakes to procure such required consents and at all times hold adequate authority to take such action, make such representation or grant such right.
  7. All documentation to be provided to UTI AMC will contain a complete and accurate description of the software, solution, and other materials and services (as applicable) and will be prepared and maintained in a professional manner and in accordance with applicable industry standards. CYLSYS represents and agrees to obtain and maintain the validity of, throughout the term of assignment or project, all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by CYLSYS performance of the obligations of CYLSYS.
  8. CYLSYS maintains a realistic, efficient and actionable disaster recovery plan, insurance and a business continuity plan designed to prevent disruption to the services notwithstanding a disaster or event, including a force majeure event, which would otherwise adversely affect the performance of such services.
  9. During the warranty and support period, CYLSYS will fix bugs and provide the patches, configuration changes to meet UTI AMC’s requirements as per the terms and conditions of the Agreement and any associated Transaction Documents.

# APPOINTMENT & SCOPE OF SERVICES

* 1. UTI AMC hereby engages the CYLSYS/Service Provider to provide the Services as on and with effect from17thMarch, 2021(“**Effective Date**”) and the Service Provider hereby agrees to provide the Services to UTIAMC in accordance with the terms and conditions set out below.
  2. The Service Provider, acting as an independent contractor, shall provide the Services (“**Services**”) and the Deliverables (“**Deliverables**”), if any, as more particularly set out in the SOW (**Annexure 1**) hereto.

# FEES AND PAYMENT TERMS

* 1. In consideration of Services, UTI AMC shall pay fees and expenses to CYLSYS for the Services provided herein and the terms and procedure for payments thereof are set forth in **Annexure 8.**
  2. The price mentioned are exclusive of all the taxes and duties as applicable, which shall be borne by UTI AMC at actuals. All payments shall be subject to deduction of applicable taxes.
  3. All the payments shall be against the submission of the invoices to UTI AMC along with the relevant supporting documents.Unless otherwise set forth in the relevant SOW, UTI AMC shall make the payment to CYLSYS within thirty (30) days from the date of receipt of invoice by UTI AMC.
  4. After completion of work as contemplated in this Agreement and in accordance with the agreed acceptance criteria in the relevant SOW, all invoices shall be paid as per the agreed payment terms.
  5. CYLSYS shall in no circumstance be entitled to any escalation of costs/price or escalation of consideration or payment or any other fee by whatever name it is called during the term of the Agreement for the scope fixed in the relevant SOW.

# CYLSYS’S RESPONSIBILITIES

CYLSYS shall be responsible for:

* 1. Providing all materials, documentation, analysis, data programs and Servic­es to be delivered or rendered hereunder, of the type and quality as specified in the SOW. Annexure 1
  2. Complying with the UTI AMC’s internal guidelines, instructions, manuals, scrutiny lists, procedures, further specifics and requirements (“Guidelines”) in relation to the Services, as may be provided in writing by UTIAMC to CYLSYS. However, in the event there is a conflict between the Guidelines and the terms set out in the Agreement, the terms set out in the Agreement shall prevail.
  3. Supervising and controlling its personnel deployed (if any) at the Company’s UTI AMC’s premises for providing the Services; and complying with all applicable laws including applicable labour laws in the course of providing the Services.
  4. Maintaining strict confidentiality of all information and data that is made available to CYLSYS in the course of providing Services/Project to UTI AMC.
  5. Ensuring that all software or solution made available to UTI AMC is licensed and legally obtained with valid documentation. All responsibilities for obtaining export licenses, fees and taxes paid in respect of all software or solution and observation of all export regulations from the country of origin of all software or solution to be delivered under this Agreement.
  6. Procuring the scope-specific software licenses for UTI AMC as set forth in the CYLSYS Proposal, based on UTI AMC’s requirements (i.e.based on number of CPUs for the Public cloud, third party Data Centre and Disaster Recovery Centre).
  7. CYLSYS shall be liable for all the acts, deeds or things done by their employees under this engagement, and which is outside the scope of power vested or instructions issued by UTI AMC.
  8. The performance of obligations under this Agreement will not create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between UTIAMC and CYLSYS or its employees, and CYLSYS will not have the right, power or authority (whether expressed or implied) to enter into or assume or delegate any duty or obligation on behalf of UTIAMC.
  9. All remuneration, claims, wages, insurance, dues etc. of employees of CYLSYSunder this Agreement will be paid by CYLSYS alone, and UTI AMC will not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of CYLSYS employee.
  10. CYLSYS agrees and confirms that no right of any employment at UTI AMC shall accrue or arise, by virtue of engagement of employees by CYLSYS, for any assignment under this Agreement.
  11. CYLSYS will install and commission the equipment and software at UTI AMC’s cloud as may be described in the RFP and the relevant SOW. UTI AMC may request CYLSYS to install and commission the equipment at other UTI locations, other than the one (1) location identified in the RFP. In the event of such changes, if any, the new locations will be intimated to CYLSYS, and UTI and CYLSYS will mutually agree on any scheduling or cost impacts of such changes.
  12. CYLSYS will adhere to the terms& conditions of this Agreement. No deviation will be considered to have been accepted unless UTI AMC expressly and in writing accedes to the same.
  13. CYLSYS will be responsible for fulfilling all its responsibilities, obligations and providing all deliverables and services as set out in the agreed project scope and bill of materials. CYLSYS will be required to provide its personnel for carrying out certain activities such as gap analysis/business requirement definition, application configuration, conducting various trainings, assistance in conducting testing including user acceptance training, support during the go-live, as detailed in the agreed project scope and/or Statement of Work.
  14. CYLSYS will provide appropriate human resources as well as other requirements, to execute the various tasks assigned to CYLSYS as part of the project, from time to time. UTI AMC has the right to interview any and/or all of the resources deputed by CYLSYS to work primarily from UTI AMC’s premises, and only upon satisfaction of UTI AMC will allow the resource to work on the project from its premises. CYLSYS will take reasonable measures to ensure continuity in the employment of key resources and prevent interruptions in the business of UTIAMC. In case any interruptions in the business of UTI AMC due to key resources, CYLSYS shall make adequate arrangement/replacement promptly for smooth business of UTI AMC.

# UTI AMC’SRESPONSIBILITIES

UTI AMC, on its part, shall be responsible for:

* 1. Providing the necessary assistance for delivery of Services at offsite or at its premises including by way of providing the necessary equipment, media, supplies and such other facilities as set out in relevant Statement of Work.
  2. Providing access to CYLSYS’ personnel to the different premises of UTI AMC, personnel and various systems of UTI AMC, including computers, servers, networks as may be required for the purpose of providing the Services;
  3. UTI AMC, at its own discretion, reserves the right to re-use existing licenses, or decide to enter into negotiations and contract for licenses directly with third party Original Equipment Manufacturers (“OEMs”), service providers, etc.

# INDEMNITY

* 1. CYLSYS indemnifies and agrees to indemnify UTI AMC, and hold UTI AMC its employees, personnel, officers, and directors harmless from and against any third party - losses, liabilities, claims, costs and expenses (including attorneys' fees)incurred or suffered by UTI AMC due to acts of omission, commission,negligence, fraud or breach of any terms and conditions of this Agreement by CYLSYS, its personnel or representatives etc. working or worked for and on behalf of CYLSYS.
  2. Procedure for invoking indemnity: For all such claims, (i) UTI AMC will promptly notify CYLSYS in writing of the claim and will allow CYLSYS to have sole control of the defense and all related settlement negotiations; (ii) UTI AMC will provide CYLSYS with assistance, information and authority reasonably necessary to perform the above; and (iii) UTI AMC will not make any statements or comments or representations about the claim without the prior written consent of CYLSYS, except where UTI AMC is required by any authority/regulator to make such comment/ statement/ representation.
  3. In circumstances where CYLSYS indemnifies UTI AMC against any claims of infringement of any intellectual property rights, CYLSYS will, at its own expense, and in addition to any other remedies that may be available to UTI AMC,promptly:
     1. Procure an unrestricted right for UTI AMC to continue using and receiving the same; or
     2. Make or procure on UTI AMC’s behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without substantially affecting the functionality of the relevant part of deliverables or services or prejudice their compliance with their terms of the specifications or requirements; or
     3. Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements.
     4. If CYLSYS is unable to provide any of the foregoing alternatives within period of time as agreed by UTI AMC, UTI AMC may at its own option terminate the Agreement in accordance with the relevant provisions of the Agreement.
  4. Subrogation: CYLSYS will, upon payment or satisfaction of such indemnity in full, be subrogated to all rights of UTI AMC with respect to the claims to which such indemnificationrelates.

# TERM & TERMINATION OF AGREEMENT

* 1. The term of this Agreement shall be for a period of 5(five) years and 3 (Three) months total 63 (Sixty Three) months. The renewal of any arrangement after the expiration of term of the Agreement shall be done by executing a separate agreement between CYLSYS and UTI AMC.
  2. If either Party commits a material breach of the terms and conditions of the Agreement and fails to remedy such material breach within a period of 30 (thirty) Business Days, following the receipt of written notice from the non-breaching Party, then the non-breaching Party may terminate the Agreement with immediate effect. Termination for convenience is not applicable for this scope.
  3. Either Party may terminate the Agreement upon occurrence of the events set out below:
     1. The other Party is declared insolvent by a court of competent jurisdiction, or it ceases to carry on its business or substantially the whole of its business; or
     2. There is a change of control of the other Party and the person or persons acquiring control of the other Party are persons whom the first Party reasonably considers to be competitors of the first Party or organizations about which the first Party has reasonable grounds for believing will not be able to meet the obligations contained in the Agreement.
  4. In the event that UTI AMC terminates the Agreement, for breach of obligations of CYLSYS under the Agreement, including the Annual Maintenance Contract (“AMC”), or the Annual Technical Support (“ATS”)& Services Support specified in the Proposal / SOW, UTI AMC reserves the right to source the remainder of the deliverables and services from another entity of its choice by giving 3 (three) months’ notice of the same to CYLSYS. Insuch event, CYLSYSshall also compensate UTI AMC forall expenditures incurred by UTI AMC in executing or obtaining the execution of the remainder of the Services/Project, subject to the provisions of this Agreement.
  5. In the event that UTI AMC communicates its intention to terminate the Agreement, CYLSYSwill continue to render such services as required to under the Agreement, including but not limited to Facility Management, support and maintenance for the deliverables,until the effective termination date. UTI AMC and CYLSYSmay decide to reduce or lengthen the period of termination notice and requirement for termination of Agreement or AMC in writing on mutually agreed terms.
  6. The termination of the Agreement in whole or part will be without prejudice to any other rights or remedies that either Party will have under the Agreementand will not affect any accrued rights or liabilities of either Party on the date of termination.
  7. Survival and Effects of Partial Termination
     1. Notwithstanding the termination of the Agreement in whole or in respect of any part of the Services for any reason, the Agreement will continue to remain in force to the extent necessary to give effect to those provisions which expressly or implicitly have effect after termination.
     2. In the eventeither Party terminates any part of the Project/Services, the Parties will continue to perform their respective obligations under the Agreement in connection with that portion of the Project/Service that has not been terminated.
  8. Consequences of Termination
     1. If UTI AMC terminates the Agreement in whole or in respect of any part of the Project in accordance with its terms, it will pay:
        1. Charges or any other amounts due to CYLSYS,including charges forall Services provided up to and including the date of effective termination; and
        2. In the event of partial termination, for amounts payable for the remaining live portions of the Project or for any other Services yet to be performed, but which the Parties agree not to terminate; and
        3. For the Reverse Transition Fees payable as per the agreed ReverseTransitionPlan.
     2. Upon termination of the Agreement in whole or in respect of any part of the Project in accordance with its terms, CYLSYS shall promptly return to UTI AMC all materials including intellectual property if any, data confidential information and any other Confidential information supplied by UTI AMC to the CYLSYS and which remain within CYLSYS’s possession, within 7 working days.

# REVERSE TRANSITION

* 1. Reverse Transition Services are the services provided by CYLSYS to UTI AMC during the Reverse Transition Period which will facilitate an orderly transfer of the services to UTI AMC or to an alternative third-party service provider nominated by UTI AMC.
  2. The Parties hereby agree and undertake thatUTI AMC may, anytime within the six-month period before the Agreement is due to expire, notify CYLSYS in writing to commence Reverse Transition Services.
  3. In the event of termination of the Agreement by either Party, UTI AMC may request Reverse Transition Services be provided for the period up to the date of effective termination. CYLSYS will be obligated to provide such Reverse Transition Services onlyto the extent UTI AMC is current on its payment obligations under the Agreement.
  4. During this period of Reverse Transition, CYLSYS will continue to provide the Deliverables and the Services in accordance with the Agreement and will maintain the agreed service levels.
  5. Upon UTI AMC’s request for Reverse Transition, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party applications/solutions, and/or any deliverables not owned by CYLSYS, but being used by CYLSYS to provide the Services; and (ii) the assignable agreements, CYLSYS will, use reasonable commercial endeavors to transfer or assign such agreements and its equipment to UTI AMC and its designee(s) on commercially reasonable terms, mutually acceptable to both Parties.
  6. Procedure for transition and migration to a new service provider is as follows:
* Time frame for parallel run;
* Skill transfer mechanism and, in specific cases, the human resources requirement to provide such skill transfer during the Reverse Transition process;and
* Reverse Transition Plan.
  1. The Reverse Transition Services to be provided by CYLSYSto UTI AMC will be scoped and charged additionally and will include the following:
     1. Software
        1. CYLSYS will provide appropriate training to UTI AMC’s personnel or its designee(s) to enable them to maintain the software provided under the Agreement.
        2. CYLSYS will ensure that, if any data migration is required, thesame will be carried on by CYLSYS and a handover will be provided for the smooth transition of the operations.
     2. Knowledge Transfer
        1. CYLSYS will provide such information and documentation to UTI AMC or its assignee that the Parties agree is necessary for the effective management, running, operations and maintenance of the deliverables under the Agreement.
        2. CYLSYS will provide the documentation (in English) in electronic form of all existing procedures, data mapping, policies, and programs required to support the Services, produced during the term of the Agreement. Such documentation will be subject to the limitations imposed by CYLSYS intellectual property rights in the Agreement and will include:
           1. Operational work instructions;
           2. Listing of all events being monitored and the monitoring frequency; and
           3. Listing of all third-party vendors that will directly be relevant to the provision of the services and that may be the subject of a request by UTI AMC or the replacement service provider for assignment, cancellation or renovation.
     3. Parallel Run
        1. CYLSYS agrees that the parallel run will continue for a mutually agreed period of up to two-three months, during which CYLSYS will adequately supervise by authorized person, the hand-over of the various components of the CYLSYS functions under the Agreement.
  2. Warranties
     1. All the warranties for hardware or software products to be transferred to UTI AMC held by or in the name of CYLSYS shall be assigned or transferred “as is” in the name of UTI AMC. The CYLSYS will execute all such documents and comply with all laws as may be necessary in this regard.
  3. CYLSYSwill provide all other services as may be agreed to by the Parties in connection with the Reverse Transition Services. Reverse Transition Services will be charged based on CYLSYS’s then current time and rates.

# EXIT / TRANSITION

* 1. CYLSYS shall provide relevant tools and technologies for building or creating UTI AMC’s solutions.
  2. CYLSYS shall ensure that CYLSYS retain UTI AMC’s data within UTI AMC cloud and infrastructure for an agreed period of time.
  3. CYLSYS shall provide necessary help to UTI AMC and any new partner in performing the exit management plan and transition.
  4. At the expiry or upon termination of the contract, after the successful creation of UTI AMC’s solution including all data and configuration, CYLSYS shall ensure that all the storage blocks or any copies of data (if any) are zeroed out or completely erased so that data cannot be recovered. CYLSYS shall ensure and confirm that all data, infrastructure and software are resides/deployed in UTI AMC's cloud/hybrid environment
  5. CYLSYS shall provide all necessary documentation around technical deployment architecture, use cases that were in use, custom made contents, process flows, knowledge base, standard operating procedures, and any other manuals to conduct the operations.

# ACCEPTANCETESTING

* 1. UTI AMC will carry out the acceptance tests for testing of solution components and Services supplied and Deliverables delivered by CYLSYS as a part of this Project. CYLSYS will assist UTI AMC in carrying out all acceptance tests and requirements under this Agreement.
  2. The installation cum acceptance test and check certificates shall be signed by a representative of UTI AMC. Signoff after achievement of every milestone will be received along with the CYLSYS invoice before taking up the request for consideration of payment linked to the achievement of a related milestone

# COMPLIANCE WITH APPLICABLELAWS

* 1. CYLSYS will comply with all laws, rule, guidelines, policies and instructions of UTI AMC and regulations applicable under this Agreement as an IT service provider in the performance of its services under the Agreement and all the security requirements of IT Act 2000.In the event of a change in any applicable law, or in the event of industry-wide changes, CYLSYS shall inform UTI AMC and CYLSYS shall provide necessary software updates, which will be subject to the change order process and will be supplied on terms mutually acceptable to both Parties.
  2. Compliance in obtaining approvals/permissions/licenses: CYLSYS shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary/applicable or required for CYLSYS to perform its obligation under this Agreement or for the conduct of their own business under any applicable law, and shall keep the same valid and in force during the term of this Agreement
  3. CYLSYSshall abide and comply with the requirements of UTI AMC’s IT Security Policy that are agreed and incorporated into the Agreement and requirement of IT Act 2002 and amendments from time to time. Any changes to these Security requirements will be subject to the change order process and will be undertaken on terms mutually acceptable to both Parties.

# ASSIGNMENT

Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party. Any attempt to do so is void. Any assignment, in whole or in part, to one of its Indian affiliate or to a successor organization by merger or acquisition shall require the consent of the other.

# INSURANCE

* 1. CYLSYSmaintains or shall procure all insurance coverage to includecommercial general liability insurance,and professional errors and omissions insurance.All such insurance will be valid until such time any products for which CYLSYSis the OEM are delivered, installed, commissioned and accepted by UTI AMC. CYLSYSwill cause its insurers to issue certificates of insurance evidencing that the coverage and policy endorsements required under this Agreement are maintained in force and that not less than thirty (30) days’ written notice will be given to UTI AMC prior to any modification, cancellation, or non-renewal of the policies. CYLSYSwill provide copies of the certificates of insurance to UTI AMC upon written request. The insurers selected by CYLSYSwill be of good standing and authorized to conduct business in all jurisdictions in which the Agreement is to be performed.
  2. In the case of loss or damage or other event that requires notice or other action under the terms of any insurance coverage maintained by CYLSYS, CYLSYSwill solely be responsible to take such action. UTI AMC will provide reasonable assistance and cooperation, if required with respect to any insurance claim.
  3. The obligation of CYLSYSto maintain insurance coverage hereunder will be in addition to, and not in lieu of, CYLSYS’s other obligations hereunder, and CYLSYS’sliability to UTI AMC will not be limited to the amount of coverage required hereunder.

# PUBLICITY:

* 1. Neither Party will make any press releases or statements of any kind including advertising using the name, logo, brand of the other Party, including that of UTIMF and UTI Trustee Company Pvt. Ltd. or any service marks or trademarks of the other Party regarding the contract or the transactions contemplated hereunder without the explicit written permission of said Party.
  2. CYLSYSwill not useUTI AMC's name as a reference, without the express, prior, written permission of UTI AMC, and in accordance with the limitations imposed in connection with providing such consent. UTI AMC agrees that it will not use the CYLSYStrademarks or service marks without CYLSYS’s prior written consent.

# MONITORING ANDAUDIT:

* 1. Inspection of Records
     1. CYLSYS will provide access to CYLSYS’s routinely prepared records with respect to the Services performed under this Agreement to enable UTI AMC or its designees, including its statutory regulators, to perform appropriate audits. Such audits shall: (i) apply only to the previous twenty four (24) months’ activities, provided that the records are available at the UTI AMC’s data center; (ii) be conducted expeditiously, efficiently, and during normal business hours; (iv) be preceded by reasonable advance notice of at least thirty (30) days, except in the case of security audits which may be a shorter period agreed by the Parties; and (v) be performed by a third party auditor, authorized by UTI AMC, that is not an CYLSYS competitor on a non-contingent basis.
     2. The scope of such audit will be limited to the service levels and the Deliverables being covered under the Agreement; provided that financial information will be excluded from such inspection. CYLSYS’s records and sites managed for UTI AMC will also be subject to regulatory / UTI AMC inspections, as will be specified in the Agreement.
     3. If UTI AMC engages any third party auditors to run or assist with the audit, UTI AMC will cause such auditor to execute a confidentiality agreement with CYLSYS prior to accessing CYLSYS’s premises or records and comply with the CYLSYS’s normal and customary site and security policies. The auditors will be permitted to submit their findings to UTI AMC, which will be used by UTI AMC. The cost of the audit will be borne by UTI AMC.
  2. Compliance and Security Audits
     1. Compliance with the security practices specified in the Agreement will be monitored by periodic cyber security audits performed by or on behalf of UTI AMC. The periodicity of these audits will not exceed twice per annum. UTI AMC will provide reasonable notice in advance of these audits, which may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls, to the extent that such controls are relevant to CYLSYS’s compliance with the security requirements set forth in the Agreement.
     2. CYLSYSwill allow to UTI AMC or its designees reasonable access to its relevant facilities, installations, technical resources, operations, documentation, records, databases and personnel. CYLSYSwill provide UTI AMC access to relevant monitoring and performance measurement systems (both manual and automated).
     3. If UTI AMC engages a third party to conduct such cyber security audits, such auditor will not be an CYLSYS competitor and will be paid by UTI AMC on a non-contingent basis. UTI AMC will cause such auditor to execute a confidentiality agreement with CYLSYSprior to accessing CYLSYSpremises or records and comply with CYLSYS’s normal and customary site and security policies.
  3. Auditing of Services
     1. The Audit, Access and Reporting Requirements shall be as per the terms and conditions of this Agreement and any associated Transaction Document / SOW or as may be required by UTI AMC.
     2. CYLSYS shall ensure that Services are allowed to be audited and certified by third party organizations appointed either by UTIAMC or Regulators, as described in this Agreement.
     3. CYLSYS shall ensure to provide access to law enforcement agencies and regulatory bodies in a timely manner on a need basis. The onus shall be on CYLSYS to perform all due diligence before releasing any such information to any such law enforcement agency.

# GUARANTEES

* 1. CYLSYSwill guarantee that the software and allied components used to serviceIntranet requirements for UTI AMC are licensed and legal. All software for Intranet requirements will be supplied with their original and complete printed documentation.All responsibilities for obtaining export licenses, fees and taxes paid in respect of all software and observation of all export regulations from the country of origin of all software to be delivered under this Agreement shall be with CYLSYS.
  2. .

# FORCEMAJEURE

* 1. CYLSYSwill not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any, to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of an event of Force Majeure.
  2. For purposes of this Clause, "Force Majeure" will mean an event beyond the control of CYLSYSand not involving fault or negligence on the part of CYLSYS. Such events include acts of God or public enemy, acts of the Government of India in their sovereign capacity and acts of war, revolution, civil commotion, riots, natural calamities, or force majeure as notified by Government of India including epidemic or pandemic, terror attacks, etc.
  3. If a Force Majeure situation arises, CYLSYSshall promptly notify UTI AMC in writing of such conditions and the cause thereof within 7 (seven) calendar days. Unless otherwise directed by UTI AMC in writing, CYLSYSwill continue to perform its obligations under this Agreement as far as is practical and will seek all alternative means for performance not prevented by the Force Majeure event. The time for performance will be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three (3) months, UTI AMC and CYLSYSwill hold consultations in an endeavor to find a solution to the problem.

# DISPUTE RESOLUTION

* 1. Partieswill make every effort to resolve amicably, by direct informal negotiation between the respective project managers of UTI AMC and CYLSYS, any disagreement, difference or dispute arising between them under or in connection with the Agreement.
  2. If UTI AMC project manager and CYLSYSproject manager are unable to resolve the disagreement, difference or dispute after 15 (fifteen) days from the commencement of such informal negotiations, they shall immediately forward the dispute to the senior authorized personnel designated by CYLSYSand UTI AMC respectively.
  3. If, after thirty days from the commencement of such negotiations between the senior authorized personnel designated byCYLSYSand UTI AMC, Partieshave been unable to resolve the disagreement, difference or dispute amicably, then dispute shall be referred to formal arbitration.
  4. All questions, claims, disagreement, disputes or differences arising under and out of, or in connection with the Agreement or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the terms of Agreement will be referred to arbitration by a sole arbitrator acceptable to both Parties, failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the Parties will appoint a third arbitrator who shall act as the presiding arbitrator.
  5. The award of the Arbitral Tribunal will be final and binding on the Parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof will apply to the arbitration proceedings and the seat and venue of the arbitration will be Mumbai, India. Language of arbitration proceedings will be in English language. The cost of arbitration shall be borne and paid equally as mutually agreed by the Parties in writing.
  6. Services provided by CYLSYS as per this Agreement will be continued by CYLSYSduring the arbitration proceedings unless otherwise directed in writing by UTI AMC, or the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due, or payable by UTI AMC to CYLSYSwill be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

# JURISDICTION

* 1. This Agreement will be governed by and construed in accordance with the laws of India. Subject to the Parties’ agreed dispute resolution mechanism clause, the courts of Mumbai alone shall be exclusive jurisdiction and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.

# DATA RESIDENCY

* 1. The data in connection with UTIAMC’s account shall be always stored by UTI AMC and/or their authorized vendors/AWS in India as per prevailing law during the entire tenure of this Agreement. CYLSYS confirms that CYLSYS shall not move such logs data out of such identified storage areas.

# WAIVER

* 1. No failure or delay on the part of either Party relating to the exercise of any right, power, privilege or remedy provided under this Agreement or any associated Transaction Document / SOW will operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party nor will any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in the Agreement. All rights, powers, privileges and remedies are several, cumulative and not exclusive of each other or of any other rights or remedies otherwise available to either Party at law or in equity.

# NOTICES

* 1. Notices to be sent to either of the Parties following the signing of this Agreement shall be in writing and shall be by email from authorized person, postage prepaid registered/speed post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices will deemed to have been validly given on (i) the expiry of five (5) days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
  2. All notices, or other communications which are required to be given pursuant to the terms of this Agreement will be in writing and will be deemed to have been duly given when received. The notices shall be sent to the addresses as set forth above and to the attention of the signatories of this Agreement, or to such other addresses or individual(s) as the Parties may mutually agree in writing from time to time. All notices to the Parties hereto shall be sent to the following respective address:

|  |  |  |
| --- | --- | --- |
| For UTI AMC: |  | For Cylsys Software Solution Private Limited |
| Name:-  (1) Mr.S Raghunath Reddy  EVP, Head -IT |  | Name :-  (1) Mr. Pawas Goyal, Director |
| Address:  UTI Tower, 'Gn' Block,  Bandra Kurla Complex Bandra (E),  Mumbai - 400051, India |  | Address: 85/86, First Floor, Harmony Mall, Link Road Goregaon (west), Mumbai - 400104 |
| Telephone: +91 (022) 6678 6666 |  | Telephone: 9967502429 |
| Email id of (1)  S.Reddy@uti.co.in |  | Email id of (1)Pawas.Goyal@cylsys.com |

# INJUNCTIVE RELIEF

* 1. The Partiesagree thateach Party will be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in the Agreement.
  2. The injunctive remedies are cumulative and are in addition to any other rights and remedies a Party may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

# ADDITION OR DELETION OF QUALIFIEDOFFERINGS

* 1. UTI AMC recognizes that, as the use of these Services expands, additional services and/or service categories may be needed. In addition, UTI AMC recognizes that from time to time, software products that are provided as part of the CYLSYSServices for Intranet requirements as per bill of material specified in the proposal, will be upgraded or replaced as the technology evolves. Replacement and/or supplemental software products for Intranet requirements that meet or exceed the minimum proposal requirements may be added with the prior approval of UTI AMC with addition of any cost to UTI AMC.
  2. For the above-mentioned purpose, a Change Management Procedure will be followed. UTI AMC may request a change management in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The CYLSYSwill prepare a change management reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The CYLSYSwill carry out such services as required by UTI AMC. The terms of this Agreement will apply to such incremental deliverables and services.
  3. UTI AMC will be under no obligation to honor requests to add service categories or amend the Agreement. UTI AMC will have regular reviews of the CYLSYSServices and UTI AMC requirements, to allow an exchange of requirements and opportunities.

# LIQUIDATED DAMAGES:

CYLSYS will complete the scope of the Service/Project as mentioned in Annexure 1of this Agreement within the timeframe specified. Inability of CYLSYS to either provide the requirements as per the scope, timelines or to service level agreementasspecifiedwillbetreatedasabreachoftheAgreementandUTIAMCwillbeentitled to invoke the Liquidated Damages clause.The Liquidity damages on the implementation and the SLA shall be guided by the clauses detailed in the RFP as Annexure 9 to this agreement. For service related phase the liquidated damages shall be subject to cap of 10% of the quarterly service cost.

UTI AMC shallalso be entitled to recover Liquidated Damages for any non-delivery, non-compliance, non-adherence,non-conformity,non-submissionofagreedormandatorydocumentsaspartoftheAgreement.

Thereafter, at the discretion of UTI AMC, the Agreement, may be cancelled. Liquidated Damages on delay will be applicable when the delay is not attributable to UTI AMC and is attributable to CYLSYS.

Inability of CYLSYS to provide Services at the service levels defined will also result in a breach of the Agreement, entitling UTI AMC to invoke the Liquidated Damages clause.

Notwithstanding anything contained above, no such Liquidated Damages will be chargeable on CYLSYS if the inability is due to reasons entirely attributable to UTIAMC.

CYLSYS agrees, confirms and acknowledges that, the aforesaid amountof Liquidated Damages represents an assessment made by CYLSYS and UTI AMC of the damages likely to be caused to UTI AMC owing to suchbreachonthepartofCYLSYS,andtherefore,representsthesizeoftheliquidateddamagespayablebyCYLSYStoUTIAMC.CYLSYSagrees,confirmsandacknowledgesthattheaforesaidamountisnot in the nature of“penalty”.

Notwithstanding anything contained hereinabove the rights of UTI AMC under the provisions of Indemnity set forth hereinbefore shall be in addition to and not inclusive of the claim as has been set forth herein.

# SET OFF:

* 1. UTI AMC shall be entitled to set off any losses suffered or incurred by UTI AMC under this Agreement, that the Parties mutually agree are attributable to CYLSYS and shall be deducted from the amount due and payable to CYLSYS, under this AgreementThe Parties agree that this provision shall apply only in the event UTI AMC is able to determine and prove that the losses suffered or incurred by UTI AMC under this Agreement, if any, are caused due to the services / deliverables provided by CYLSYS. UTI AMC shall have the right to set-off only to the extent allowed and limit setforth under clause 32.4 of this Agreement. This shall be in addition to all other remedies available in law to UTI AMC.

# PENALTY / DELIVERABLES CREDITS

* 1. UTI AMC shall be entitled toimpose penalty and claim Deliverables Credits for delays in meeting milestones for mutually agreed Critical Deliverables, as identified and specified in this Agreement or the applicable Transaction Document / SOW, which will be based on the timeline and Annexure 1 of this Agreement.
  2. The Deliverables Credits will accrue at a rate of 1% of the overall Implementation phase service charges, excluding any costs related to third-party products, hosting, or cloud subscription fees cost per quarter of delay. This Deliverables Credit will be capped at 10% of overall implementation phase services charges.
  3. In the event UTI AMC is entitled to claim a Deliverables Credits, UTI AMC will notify CYLSYS and request that CYLSYS deduct the amount of the credits from the next invoices to UTI AMC. In the event the Parties disagree as to the applicability or amounts of Deliverables Credits, the matter shall be escalated in accordance with the governance process, and if that fails, shall be submitted to dispute resolution.
  4. UTI AMC shall not be entitled to claim Deliverables Credits to the extent that any delay in meeting project milestones or inability to achieve a Critical Deliverable is attributable, in whole or in part, to any dependency on UTI AMC, UTI AMC’s personnel.
  5. The Deliverables Credits contemplated in this clause shall be UTI AMC’s sole and exclusive remedy for any damages related to delays in meeting SOW/project milestones or timelines or breach of terms and conditions of this Agreement.

# INFORMATION OWNERSHIP

* 1. All information owned by UTI AMC that is processed, stored, or transmitted by CYLSYSequipment will remain the sole property of UTI AMC. By having the responsibility to maintain the equipment, CYLSYSdoes not acquire implicit access rights to the UTI information or rights to redistribute the UTI information without the prior written consent of UTIAMC.CYLSYS understands and acknowledges that civil, criminal, or administrative penalties mayapply for failure to protectthe information.
  2. CYLSYS has entered into a Non-Disclosure Agreement dated , 2021 (“NDA”) with UTI AMC for safeguarding and keeping confidential data owned by UTI AMC and shared with CYLSYS. The NDA form an integral and inseparable part of this Agreement

# SENSITIVE INFORMATION

* 1. CYLSYSwill protect all sensitive personal data information, as defined under Rule 3 of Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, received by it pursuant to the Agreement in accordance with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.
  2. Any information considered sensitive will be protected by CYLSYS from unauthorized disclosure, modification or access. CYLSYS may support or have access to the sensitive information found on UTI AMC’s system, including but not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations.

# PRIVACY AND SECURITY SAFEGUARDS

* 1. CYLSYSwill ensure that the solution complies with the privacy and security policies and guidelines as provided by UTI AMC to CYLSYSand incorporated into the security requirements agreed in the Agreement. UTI AMC may, from time to time, notify CYLSYSin advance and in writing of new or additional privacy or security requirements. Adoption of such new privacy or security requirements will be subject to the Change Management Procedure.
  2. CYLSYSwill, when delivering the Deliverables and providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to UTI AMC’s data occurs as a result of CYLSYS’s failure to perform its responsibilities under the Agreement, CYLSYSwill, at UTI AMC’s request:(i) attempt to restore from the latest back-up version of the affected UTI AMC data; (ii) if for any reason the latest back-up version is not available or cannot be used, restore the most recent useable back-up version of the UTI AMC data; (iii) if neither (i) nor (ii) are available, then CYLSYSwill use reasonably available commercial tools to restore the affected UTI AMC data to the previous level. Further, the cost ofthese corrective actions in relation to data loss of any nature will be borne by CYLSYS, if such loss or damage was caused by the gross negligence or willful misconduct of any of CYLSYSpersonnel. UTI AMC will provide assistance toCYLSYSin connection with such efforts and will maintain and provide CYLSYSwith necessary source materials to enable the restoration, where required.
  3. CYLSYS will not publish or disclose in any manner, without UTI AMC's prior written consent, the details of any application designed, developed, or implemented by CYLSYS under this Agreement or existing at any UTI AMC location. CYLSYS will develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all UTI AMC data and sensitive application software. CYLSYS will ensure that all who are involved in providing such application development or part of it will not publish or disclose in any manner, without UTI AMC's prior written consent, the details of any application designed, developed, or implemented by CYLSYS under this Agreement or existing at any UTI AMC location.
  4. In no event will the CYLSYSbe liable for any indirect, special, incidental, exemplary or economic consequential damages or liability, including lost profits, business value, goodwill, or anticipated savings, under or in connection with or arising out of this Agreement.CYLSYSliability will guided by the section 9.27 detailed in the RFP attached as Annexure 9 to this agreement.

# ANTI-VIRUS :

* 1. CYLSYS shall ensure no viruses or similar programming effects (“Viruses”) are coded into the solution. CYLSYS agrees that, in an event a Virus is found to have been introduced through an intentional, knowing or reckless act of CYLSYS or its personnel into UTI AMC’s systems and facilities used to provide the solution over which CYLSYS has control, CYLSYS will at its own expense assist UTI AMC in minimizing the effects of the Virus..
  2. CYLSYShas no responsibility for claims based on Third Party Products, items not provided by CYLSYS, or any violation of law or third party rights caused by any content, materials, designs, or specifications provided by UTI AMC except content, materials, designs, or specifications assessed and approved by CYLSYS.

# INFORMATION SECURITY

* 1. CYLSYS shall meet all the security requirements indicated in the IT Act 2000. CYLSYS shall ensure to notify UTIAMC promptly in the event of security incidents or intrusions, or requests from any foreign government agencies for access to the data to enable UTIAMC to manage these events proactively.
  2. CYLSYS shall be compliant to the following standards during the tenure of the Services:
     + - ISO 27001 - SOC services should be certified for the latest version ofthe standards;
       - ISO 22301 – Business Continuity Management guidelines are followed;
       - ISO 9000 – Quality ManagementSystemcertified;
       - ISO 20000-9-Guidance on the application of ISO/IEC 20000-1 to security monitoringservices;
       - SOC 2 Type 2 – Ensures Information Systems’ Security, Availability, Processing integrity, confidentiality andprivacy.

# INTELLECTUAL PROPERTY RIGHTS

* 1. The Parties agree and acknowledge that copyright in works of authorship provided as part of the deliverables (“Project Materials”) by CYLSYSto UTI AMC under the Agreement will be owned by UTI AMC. Project Materials exclude works of authorship delivered to UTI AMC by CYLSYS, but not created under this Agreement, and any modifications or enhancements of such works made under this Agreement (“Existing Works”). Some Existing Works are subject to a separate license agreement (“Existing Licensed Works”). A Program is an example of an Existing Licensed Work and is subject to the Program terms. CYLSYSgrants UTI AMC an irrevocable, nonexclusive, worldwide license to use and execute, Existing Works that are not Existing Licensed Works. CYLSYSretains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials. Notwithstanding anything contrary to in the RFP or the Agreement, to the extent any third party works of authorship or Existing Licensed Works (including Open Source Software) which are included in the Project Materials, such will be subject to the license terms of such third party.
  2. CYLSYSwill be responsible for obtaining all necessary authorizations, licensesand consents from third party licensors of software used by CYLSYSin performing its obligations under this Agreement. CYLSYSwill also be responsible for renewal of all such licenses from time to time during the term of the Agreement. CYLSYSwill quote all such renewals in the commercial bid, and in case CYLSYSfails to quote the renewal of any licenses in the bid, CYLSYSwill renew such licenses at his cost and UTI AMC will not be required to pay, except for the commercials mentioned in the Proposal. CYLSYSwill not allow any license included in the SOW Annexure 1 to expire or allow any software included in the SOW Annexure 1to be out of support, so long as UTI AMC remains current on its associated payment obligations.
  3. All Intellectual Property Rights in pre-existing Materials belonging to UTI AMC shall continue to belong solely and exclusively with UTI AMC, and nothing in this Agreement shall be deemed to transfer, assign, or license any right,interest or title subsisting in or associated with any such UTI AMC Intellectual Property Rights (either registered or not) toCYLSYS.Similarly, all Intellectual Property Rights in the Existing Works belonging to CYLSYS shall continue to belong solely and exclusively with CYLSYS and nothing in this Agreement shall be deemed to transfer, assign or license any right, interest or title subsisting in or associated with any such CYLSYS’ Existing Works (either registered or not) to UTI AMC.

# ANTI-BRIBERY

* 1. CYLSYShereby declares that neither CYLSYSnor any of their employees, agents, or representatives have offered, promised, given, or authorized, directly or indirectly, any undue or extraneous consideration / bribe / gratification to any of UTI AMC’s employees for securing the arrangement set out in thisAgreement. CYLSYSconfirms that they have not paid any money to any of UTI AMC’s employees, directly or indirectly,and also shall not engage in such activities in the future.
  2. CYLSYSshall **provide the Anti-Bribery Declaration (Anti Bribery Declaration – attached below as Annexure 10).**

# MISCELLANEOUS PROVISIONS

* 1. The relationship between UTI AMC and CYLSYS is solely that of an independent contractor and the relationship is on a principal-to-principal basis. Nothing in this Agreement, and no course of dealing between the Parties, will be construed to create an employment or agency relationship or a partnership between a Party and the other Party or the other Party’s employees or clients or agents.
  2. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
  3. Termination or cancellation of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in or arising from this Agreement which remain to be performed or by their nature would be intended to be applicable following any such termination or cancellation.
  4. This Agreement constitutes the entire agreement between Parties relating to the subject matter hereof and supersedes any prior proposals, understandings, correspondence or other documents exchanged between the parties prior hereto. This Agreement can be modified, supplemented or amended only by a written agreement executed by both Parties.
  5. During the term of this Agreement and for a period of two (2) years following its termination or expiration, each Party agrees not to directly or indirectly, solicit or hire for employment any of the employees, consultants or contractors of the other Party who were engaged in providing Services, in whatsoever manner, under this Agreement.
  6. This Agreement may be executed in counterparts, which together will constitute one instrument.
  7. The Recitals form an integral and inseparable part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands unto this Agreement on the day and date first set out hereinabove.

|  |  |
| --- | --- |
| Agreed to: UTI Asset Management Company Limited  By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized Signature  Date  Name :S Raghunath Reddy – EVP, Head - IT  number:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone Number: 022 6678 6666  Address:  UTI Asset Management Company LTD.UTI Tower, ‘Gn’ Block, Bandra Kurla Complex, Bandra (E) , Mumbai - 400051  Witness (Name, Signature and Address)  Billing address: As above | Agreed to:Cylsys Software Solution Private Limited  By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized Signature  Date  Name :Pawas Goyal (Director)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone Number :9967502429  Address: 85/86, First Floor, Harmony Mall, Link Road Goregaon (west),  Mumbai - 400 104  Witness (Name, Signature and Address) |

# Annexure 1Scope of Work

This Statement of Work (“SOW”) describes the services (“Services”) that CYLSYS India Private Limited (“CYLSYS”, “we” or “our”) will provide to UTI AMC (“Customer”, “you” or “your”) under the terms and conditions of this agreement. This SOW details the responsibilities and related Client responsibilities to be provided. To the extent there is any contradiction, inconsistency or ambiguity between the terms of this SOW and the Agreement, this SOW will govern. Any purchase order issued in pursuance to this SOW shall be only for administrative purposes and any additional or conflicting terms in such a purchase order will be void. Changes to this SOW will be processed in accordance with the procedure described in Project Change Control Procedure. The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and other terms of this SOW and the Agreement

## 1.1 Key Considerations

1. CYLSYS shall overall be responsible for the delivery of the solution, including the supply, configuration, parameterization, solution design, data migration, testing (Functional, non-functional and security), roll out, training, post go live support, ongoing support and maintenance of the delivered solution
2. CYLSYS shall not propose any solution/components which is near to end of life or end of support during the tenure of the contract
3. Location for billing the Application licenses would be UTI AMC Corporate office, Mumbai.
4. It shall be CYLSYS’s responsibility to ensure that all required interfaces with existing systems and new systems are in place from beginning of the rollout
5. CYLSYSs shall ensure that all existing modules and integrations are available in the solution from beginning of the rollout
6. CYLSYS is required to coordinate with all the partners, external third party, consultants as on boarded by UTI AMC for smooth transition of the project
7. UTI AMC, at its discretion will appoint a third party for execution of test cases wholly or partially along with itself. The CYLSYS shall be expected to extend all co-operation, support and guidance to this third party.
8. CYLSYS shall undertake to provide appropriate human resources as well as other requirements, to execute the various tasks assigned as part of the project, from time to time. UTI AMC has the right to interview key resources deputed by the CYLSYS and only upon satisfaction will allow the resource to work on the project. In any event if a resource is found unfit by UTI AMC CYLSYS shall agree to change the same and provide UTI AMC with a replacement within reasonable time to not affect the project timelines.

## 1.2 Project Tenure

The tenure of the Agreement will include Implementation phase of not more than 3 months and 12 months of warranty post go-live sign-off of all modules and thereafter four (4) year for support & maintenance, will be renewable on a yearly basis.

PRODUCT AMC charges - One year from go live is considered as warranty period. 30 person day cost need to be provisioned and included as part of AMC charges .. And also during the initial warranty period of one year ..

Second year onwards provision of 15 days effort to be considered as part of AMC support

## 1.3 Project Scope& Key Activities

The detailed scope of work is as defined below. However, UTI AMC, at its discretion, reserves the right to change the scope considering the size, nature and diversity of the requirements and changing business conditions.

Based on the scope, the CYLSYS shall be required to independently arrive at a solution, which is suitable for UTI AMC, after taking into consideration the effort required for implementation along with required resources. CYLSYS shall envisage all necessary services to be provided and ensure the same is delivered to UTI AMC. UTI AMC shall not accept any plea of CYLSYS later for omission of critical services on the pretext that the same was not explicitly mentioned in this document.

The CYLSYS’s responsibility should include detailing the requirement gathered during RFP creation, architecture, design, development, implementation, configuration, integration with other applications (Internal & external), training, testing, installation, data migration, roll-out, post go live support, ongoing maintenance and support

The scope of includes:

1. Gather requirements, implement (Architect, Design, Develop), Migrate Data, Test, Train, Roll Out, Post go live support and ongoing support as per Functional requirement mentioned in Annexure-02, Technical and Non-Functional Requirements mentioned in Annexure-03
2. Deployment Architecture
3. Application & Configuration setup – SIT, UAT, Production & DR (Public/Private Cloud)
4. Identify, design, build and test interface/s
5. Functional, Technical and Integration Testing, security testing
6. Assist UTI AMC/Third party agency to conduct User Acceptance Testing (UAT) of the intermediate releases and the end solution
7. Ensure that all development, configuration, interfaces as per the agreed functional specification and identified defects are resolved for the final go live
8. Define bandwidth requirements to run the solution
9. Training across all users of the application
10. Any compliance to all relevant regulators should be developed as a mandatory requirement
11. CYLSYS is required to define entry and exit criteria for all the phases of the project
12. Post Go-live Support
13. Ongoing Support and Maintenance of the application

The Broad scope of the project for implementation of “Medical Reimbursement and Comprehensive Health Check-up Systems”is defined in the RFP. CYLSYS will revalidate the requirements with the business users and fine tune the requirements, obtain business sign-off before starting the project.

**Quantum of users & documents**

* Initial numbers may be small but will surely looking at ramping up the number of users over a one year period

|  |  |
| --- | --- |
| **Area** | **Estimated Counts** |
| Number of Users | 1200-1400 |
| Number of concurrent users | 100-150 |

## 1.4 Technology Stack

CYLSYS is required to quote his preferred technology stack for application implementation & management. This is an input to align the same with UTI AMC’s architectural guiding principles.

## 1.5 Project Plan

The CYLSYS should include a detailed implementation plan in its bid response.

## 1.6 Testing

System Testing is one of the critical activities to ensure highest quality of migrated platform coming out of implementation and ensure availability of all functional requirement, Interfaces, Configuration and Reports as specified by UTI AMC.

## 1.9 Liaison with Existing Vendors (As required)

CYLSYS is expected to liaise with the existing vendors if required for Integration and draw their complete support in implementing the solution as per the implementation timelines of the RFP.

## Software Licenses

## CYLSYS shall ensure that all necessary licenses/Subscription that are required for this RFP are procured and maintained. UTI AMC shall not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against UTI AMC for any license related issues, the CYLSYS shall act upon the same and all liabilities and claims whatsoever will have to be settled by CYLSYS. Further if CYLSYS has missed out procuring any licenses, UTI AMC shall not bear any additional amount for procurement of such licenses. The CYLSYS shall consider the ATS (Annual Technical Support) of the solution and related application software for the period of contract from day one.

## If UTI desires to implement DR, then the CYLSYS need to set up the application at the DR location and demonstrate the DR capabilities

## 1.11 Trainings

UTI AMC shall identify core group for getting trained on new platform. UTI AMC shall identify the composition of the Core Group and CYLSYS should impart technical training (including system administration) to the Core Group as part of Train the Trainer concept. The CYLSYS needs to ensure that UTI AMC’s testing team, project team, core team, training team, technical team for solution deployed and any other team as deemed by UTI AMC are completely trained on the new application platform before B-UAT begins

The CYLSYS shall factor evaluation of training effectiveness through administrating feedback for core group.

## 1.12 Deliverables

List of Deliverables

|  |  |
| --- | --- |
| **Sr No.** | **Deliverable** |
| 1 | Business Requirement Document/Functional Specification Document |
| 2 | Solution Architecture & Design Document |
| 3 | Data Model & Data Dictionary |
| 4 | Test Report - Unit Test and System Test, application security test report, It should Include Test Scenarios/Test Cases/Test Data/Test Report for functional and NFR QA, Test Report for all environments. |
| 5 | Deployment Architecture |
| 6 | Interface registry |
| 7 | User guide & Operation Manual |
| 8 | Release Note (ST, B-UAT) |
| 9 | Bill of Material (Hardware & Software) |

## 1.13 Services & Support

### 1.13.1 Services to be covered

This section describes, but does not limit, the services required by UTI AMC for the solution proposed as part of this RFP at the Data Centre. UTI AMC intends that the contract which is contemplated herein with Bidder shall be for the tenure of the contract from the acceptance & Completion of the warranty and shall cover all deliverables and services required to be procured or provided by the Bidder during such period of Agreement. The Bidder shall envisage all services that would be required in the maintenance of the application during implementation, ST, B-UAT and post Go-live. Services for all purposes means all warranties, ATS (Annual Technical Support) for the application, reports and interfaces provided, quoted and developed by the Bidder.

**Warranty post Go-Live:** Bidder is required to provide 12 months of warranty post Go-Live through remote mode

### 1.13.2 Application Management

The Bidder shall provide application management services to manage the application in scope.

The Bidder shall synchronize application management with IT infrastructure management team. Deliverables for application support shall include but not limited to:

* management of application
* Application patch management and version control
* Deployment artefacts in Application server (If applicable as per deployment model)
* Trouble shooting Application server related issues
* Performance monitoring and Tuning
* User Management

### 1.13.3 Patch Management

The scope of patch management is limited to application in scope

* Rollout planning
* Obtain Sign-off for Patch release implementation
* Communication, preparation and training to the team for Patch implementation
* Patch Release, distribution and installation
* Compliance & Adherence to Security Control Points as communicated by UTI AMC.
* Log history of patches applied is required to be maintained.
* Bidder is required to submit Impact Analysis Report
* Support for Patch Management in case there is any activity related to OS and Database (If applicable)

### 1.13.4 Support during warranty and AMC period

* Bidder is expected to provide L1, L2 and L3 support.
* The role-based responsibilities of the support team should include at a minimum

**1. Level 1 Support**

Serve as the front-end for all Users and provide services request sorting, information and non-functional information, first level analysis, ticket routing for support of the Solution.

L1 would typically address queries of all end User issues pertaining to business application related issues/queries and escalate/assign unresolved issues to L2 helpdesk.

**2. Level Two (L2) Support**

Bidder shall provide for L2 support for all Inclusions. The Support services would include:

1. Resolving all issues on the Platform including Integrations.

2. Coordinate with the L3 teams for resolution and provide all necessary information as may be required by the team to timely resolve the issues within the agreed Service Levels.

3. Escalate the unresolved calls as per escalation matrix.

4. Provide the timeframe for providing a solution of resolution of the escalated calls (ETR)

5. Prepare a root cause analysis document with the resolutions provided for major issues.

6. To decide on preventive maintenance schedule with UTI AMC.

7. Assist in deployment of mutually agreed patches.

**3. Level Three (L3) Support**

This will encompass critical application bugs or application enhancements carried out by the Bidder or OEMs as applicable and necessary. All the reports & RCA to be submitted on a regular basis for UTI AMC review.

## 1.14 Application Enhancements

All requests for Application Enhancements that may be required for any reason by UTI AMC shall be made after discussing and agreeing on the scope and estimates of commercials involved in the enhancement.

# Annexure 2 Project Change Control Procedure

The following process will be followed if a change to this Statement of Work is required:

* A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change; the rationale for the change and the effect the change will have on the project.
* The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
* Both Project Managers will review the proposed change and recommend it for further investigation or reject it. will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. will invoice Customer for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.
* A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes.
* Given the nature of the project, it is important to have a clear and well-defined change control procedure to achieve a proper, systematic and documented approach for changing scope of work to be performed. Necessary changes to the scope shall be executed via this change control procedure.
* In the event of this estimation being beyond three (3) man-days, the implementation of Request for Change will happen only after submission of ECP to Customer and acceptance of the same Customer.

## Change Initiation

A change is initiated by a Request for Change (RFC). This is done by filling out a copy of the form in section 'Request for Change Form' and submitting it to a Steering Committee composed of senior Customer and project personnel and chaired by Customer project manager or other designated person.

The membership of the Steering Committee will be agreed to by the parties in writing. Either party may change its personnel by notifying the other party of the change in writing. The Steering Committee will evaluate the RFC for technical validity and its impact on the project. If approved by the Steering Committee, the RFC will be forwarded to . If disapproved, the reasons will be provided to the RFC initiator.

## Change Request Process

The change request process is defined for changes to the customized portions of the software during the course of the implementation and for changes needed during the stabilization phase after go live. This has to be a controlled process so that there is minimal impact on the overall project plan and timelines. This is also critical from the perspective of maintaining the stability of the system. All scope changes will have to be routed and escalated to the Change Management Committee of the Project Monitoring body.

**Definition of change**

A change may be defined as:

1. Any new requirement functional, technical or which impacts the cost, effort and / or delivery schedule and is not available in the agreed version of the product or is not covered / accepted to be executed by CYLSYS in the Requirement Document agreed upon with the UTI AMC .
2. All changes will be managed by the Change Management Committee. This committee will comprise of members from both CYLSYS and UTI AMC . This committee will be responsible for evaluation, control and tracking of all change requests. The Change Management Committee will report into the Program Management office.
3. Any deviation by UTI AMC on the agreed project schedule or delays in (milestone, document etc) signoff which impacts the CYLSYS deliverables or timelines are also deemed as a change.

**Process Details**

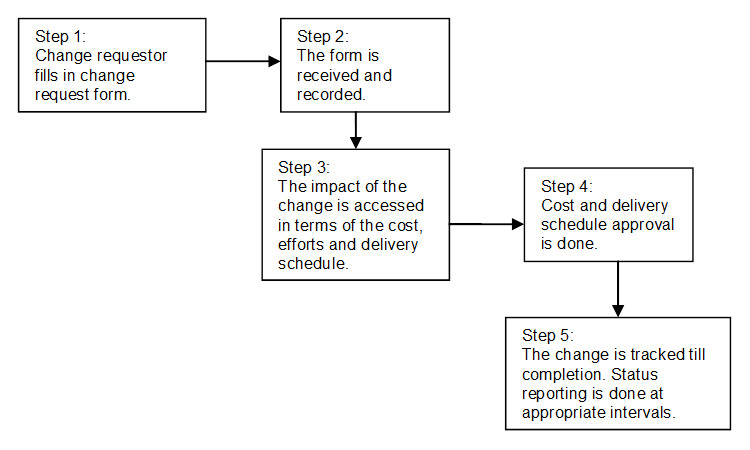


Figure: Change Management Process

**Step 1:**

The change requestor will fill in the Change Request form. This form will contain a description of the change required and the importance of the change (in terms of high, medium, low). This form will then be sent to the Change Management Committee (CMC).

**Step 2:**

All Change Requests (CRs) received by the committee will be recorded in the Change Management log. This will be used for further tracking of the CR.

**Step 3:**

The CMC will evaluate the impact of the change. This would be in terms of the effort, cost and delivery schedule. This will be recorded in the Change Request form. This form will then be circulated for approval. The CMC would also detail out the requirements further, if required and record the same in a requirement specification document.

**Step 4:**

The CR would then be approved by both CYLSYS and the UTI AMC in terms of the cost, effort and the delivery timeline.

The delivery schedule will be proposed by CYLSYSon the basis of the effort involved and the priority assigned by the requestor. This will be reviewed and accepted by CYLSYS / the UTI AMC .

**Step 5:**

Once CRs are accepted by UTI AMC in terms of the cost and delivery schedule, these would be indicated as active in the change management log by the CMC. Active CRs will be tracked on the basis of the Change Management log by the CMC. Appropriate status reports will be provided to the Program management office and the Steering Committee.

All the UTI AMC specific customization will follow this change request (CR) process

##### Request for Change Form

| Request For Change | | |
| --- | --- | --- |
| *Change Authorization to the Agreement between ABC (“ABC”) and IndiaPvt. Ltd. (“”) dated (“Agreement”).* | | |
| Name Of the System: |  | |
| Change Authorization # : | RFC/Date : | |
| Parent PO Ref. No: |  | |
| Originator of Request: | India Pvt. Ltd. / ABC | |
| RFC Project Start /End Date: | DD-MM-YYYYDD-MM-YYYY | |
| Type of Change (Check one)□*Functional*□*Performance*□*Editorial* | | |
| Reason For Change: | | |
| Description of Change:  The differential Price of the revised Bill of Quantity is Rs …...Taxes : Included / Excluded  RFC contains Existing Items () or New Items()   1. RFC value is Inclusive () or Exclusive of Taxes 2. Separate PO will be released for the RFC :Yes() or No() 3. Except to the extent varied by this Change Authorization, all the terms of the Agreement referred, shall continue to remain in full force and effect. | | |
| Commercial impact of the change:  Payable By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Tick below as applicable)  □*One Time, Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ Only.*  □*Recurring, Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ Only Per Month/Quarter,Starting Date \_\_\_\_\_\_\_\_\_* | | |
| Authorized Signatory  (ABC Private Ltd)  Name:  Designation:  Date:  Place: | | Authorized Signatory  India Pvt Ltd  Name:  Designation:  Date:  Place: |

## Response

CYLSYSwill, within thirty (30) days of receiving an RFC approved by the Steering Committee, provide Customer with a written acknowledgment of receipt and an estimation of the time and effort required analysing the RFC and preparing the Engineering Change Proposal (ECP).

Depending on the extent and complexity of the requested change, may charge for the effort required to analyse the RFC and prepare the ECP. In such instances, will notify Customer in writing of the estimated cost. Customer may recall the RFC after receiving’s acknowledgment and estimate.

Following receipt of the Customer written approval of the estimate and agreement to pay the cost, if any, will, within thirty (30) days or the time specified in the estimate, perform the analysis and repair the ECP. Costs, if any, will be invoiced at then current hourly billing rate. The ECP will define the impact of the proposed change on the following:

* Baseline Documentation - The impact on the baseline documentation will be defined in terms of the number of pages added, changed or deleted for each document.
* Design - The impact on the software design will be defined in terms of new code, modified code, and throw away code. Each will be described.
* Testing - The impact on the test program will be defined in terms of change to the Acceptance Test Plan, test cases, and/or retest required.
* Performance - The impact of the change on the System's performance, if any, will be determined. If additional or changed machines are required, they will be identified.
* Training - The impact on training will be listed in terms of impact on training plan, course preparation and/or course materials.
* Other Materials - The impact on other Deliverable will be listed.
* Resources - The additional resources required to make the change will be defined and justified.
* Schedule - The impact to the schedule will be shown in terms of impact on the Project Schedule, Delivery Schedule and end date of the Agreement.
* Cost - The total cost of the change will be estimated.

## Customer Approval

Customer approval is required for the Assessment of Change Impact submitted by CYLSYS.

When an RFC requires a change to the cost or schedule or when a change is required to the Agreement executed between Customer and, the change must be approved by the Customer authorized representative in writing. Once approved by Customer, the RFC is added to the Agreement.

If the RFC is not approved by the appropriate authority, the owner will take no action on the same.

## Acceptance Testing

Subject to Clause 11 of the Agreement, CYLSYS should demonstrate fulfillment of scope in all stages of the engagement.

CYLSYS should submit a comprehensive Acceptance Test Plan in the bid response. Acceptance Test Plan would be discussed in detail during the on-boarding process and refined to be executed in various stages of the project. Acceptance Test Plan must include a RACI Matrix with clear identification of relevant stakeholders for carrying out the tests.

CYLSYS should conduct the tests in phasesafter competition of each milestone.

**Key responsibilities of CYLSYS:**

1. CYLSYSshall define their plan for entry and exit Criteria and strategy for execution support and defect management process, update, fix deployment, etc. for the entire duration of the test phase
2. Exit criteria, test coverage and results of acceptance testing carried out by CYLSYSwill be required to be shared with UTI AMC as evidence.
3. Any deviations/discrepancies/errors observed during the testing phase will be formally reported to UTI AMC and the partner shall resolve them as per SLA with UTI AMC.
4. CYLSYS shall commit full time resources conversant in all functional areas for supporting UTI AMC or its designated resources during testing phases. These resources are expected to work with UTI AMC or its appointed third-party testing service provider to advise on test scenario / case preparation and for troubleshooting and to advise on solution capability, resolving defects etc. during testing.
5. CYLSYS shall be responsible for maintaining appropriate program change control and version control for all the modifications / enhancements of the solutions and parameters carried out during the implementation / testing phase till production and should include changes triggered for this project.
6. CYLSYS shall be responsible for providing and updating testing documentation as per the modifications.

## Liaison with Existing Vendors

CYLSYS is expected to liaise with the existing vendors like application, database, network, etc. for integration and if required draw their complete support in implementing the solution as per the implementation timelines of the RFP. CYLSYS should ensure the incident, problem is addressed in timely manner and should not close the ticket until confirmed by the UTI MAC (Owner of the service through ticketing portal or email)

## Implementation

## Deliverable Material Acceptance Procedure

Except for status reports, project plan, and code/executables, each Deliverable Material as defined in this SOW will be reviewed and accepted in accordance with the following procedure:

One (1) printed draft of the Deliverable Material will be submitted to the Customer Project Manager, seeking a signoff from Customer. It is the Customer Project Manager's responsibility to make and distribute additional copies to any other reviewers.

Within three days of receipt, the Customer Project Manager will either accept the Deliverable Material or provide the Project Manager a written list of identified defects in regard to the agreed specification. If no response from the Customer Project Manager is received within the period as above, then the Deliverable Material will be deemed accepted.

Within five (5) business days or within a reasonable time, which time period shall not impact the project progress, will resubmit the updated final version to the Customer Project Manager for review and final acceptance.

CYLSYSwill request in writing from Customer reasons or shortfalls of the system, if any, if the system is put into production use without acceptance. Such response from Customer will be provided within 10 working days of ’s request. However, if no response is received from Customer within ten working days without assigning any reasons or shortcomings to then the system will be deemed accepted.

## Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this Statement of Work.

When a conflict arises between Customer and the project team member(s) will first strive to work out the problem internally.

1. Level 1: If the project team cannot resolve the conflict within two (2) working days, the Customer Project Manager and Project Manager will meet to resolve the issue.
2. Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the Customer Project Executive will meet with the Portfolio Manager to resolve the issue.
3. Level 3: If the conflict is not resolved within three (3) working days after being escalated to Level 2, the Customer Executive will meet with the Executive to resolve the issue. If required the executives may address this through the Governance process between Customer andCYLSYS.

During any conflict resolution, CYLSYS agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. Customer agrees to pay invoices per this SoW and the Agreement.

# Annexure 3 Service level Agreement

## SLA Responsibility Matrix

**Application support**

The following is the support structure –

**Support Responsibility Matrix**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Applications** | **Type of Helpdesk Support** | | | **Ownership of SLAs** |
|  | **L1** | **L2** | **L3** |  |
| Application/Services | Y | Y | Y | L1, L2 & L3 Ownership of SLAs. |
| Integration touch points to/  from other application or external Integration | Y | Y | Y | L1, L2 & L3 Ownership of SLAs |

Note: Assumption is all issues will be resolved at L3 level and it is the highest support level

## 3.2 Resolution Matrix

**Support Resolution Matrix**

|  |  |  |
| --- | --- | --- |
| **Applications** | **Functional / Technology/ Module/Functional Cluster** | **Typical Response/Resolution Time** |
| I. Critical | * Any problem due to which users cannot access application or * Showstopper involving functional failure in the application. There are no usable workarounds available to troubleshoot the problem or * Interface, integration issue OR impact on end customer offering. | * Response time during business hours < 2 hours * Resolution time: During business hours - Within 4 hours minutes. * Response time during Non - business hours <4 hours mins. * Resolution time: Non – business hours - Within 8 hours or earlier as per business hours if business hours begin. |
| II. Key | * Any problem due to which Users cannot access key modules of the applications which is not having significant impact on business function. * Any incident which is classified as “Critical” for which an acceptable (by UTI AMC) workaround has been provided. | * Response time during business hours <3 hours. * Resolution time: During business hours - Within 6 hours. * Response time during Non - business hours <6 hours * Resolution time: Non- business hours - Within 10 hours or earlier as per business hours if business hours begin. |
| III. Significant | * Any incident which is not a show stopper an acceptable (by UTI AMC) workaround has been provided. | * Response time during business hours <4 hours. * Resolution time: during business hours - Within 8 hours. * Response time during Non - business hours <8 hours * Resolution time: during Non business hours the resolution should be within 12 hours or earlier as per business hours if business hours begin. |

Planned maintenance outages which have been intimated to UTI AMC at least 7 (seven) days in advance are excluded.

## 3.3 Application Implementation

Bidder shall provide the following service levels during Application implementation phase:

**Application Implementation**

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Level Description** | **Measurement** | **Resolution %** | **Measurement Tools** |
| Gap/Bugs/Defects  Reporting | Bidder shall ensure that all bugs reported by the users / testing team will be duly logged and assigned a unique ID for reference purpose within eight hours. | 100% | Can be system or Manually Tracked  during the testing |
| Critical Gaps /Bugs/Defects/Show stoppers | Bidder shall ensure that all bugs reported by the users during pre B UAT and B-UAT testing team will be resolved. Timing should be  mutually agreed with UTI AMC for  resolution. | 100% | Can be system or  Manually Tracked  during the testing |
| Minor Gap/Bugs/Defects  resolution | Bidder shall ensure that all bugs reported by the users / testing team will be duly resolved maximum within 3 calendar days or as per Pre B UAT and B-UAT approach agreed between UTI AMC and Bidder. | 100% | Can be system or  Manually Tracked  during the testing |
| Modification /  Enhancements resolution | Bidder shall ensure that all modifications, enhancements reported by UTI AMC will be duly sized, agreed with UTI AMC and resolved as per the agreed timeframes | 100% | Can be system or  Manually Tracked  during the testing |

## 3.4 Liquidated Damages

### 3.4.1 Service Level Default

Bidder’s performance to Service Levels will be assessed against Minimum Service Level requirements as specified in the RFP, for Bidder’s SLA delivery components/solution set. Service Level will be measured quarterly.

A Service Level Default will occur when:

**Implementation Related**

If there is delay or deficiency in implementation as per RFP scope and milestones in relation to the Solution Components or in respect of UAT or Go-Live, the Liquidated Damages will be levied as per Clause mentioned in the section 9.19 of the RFP, as applicable.

**Support Related**

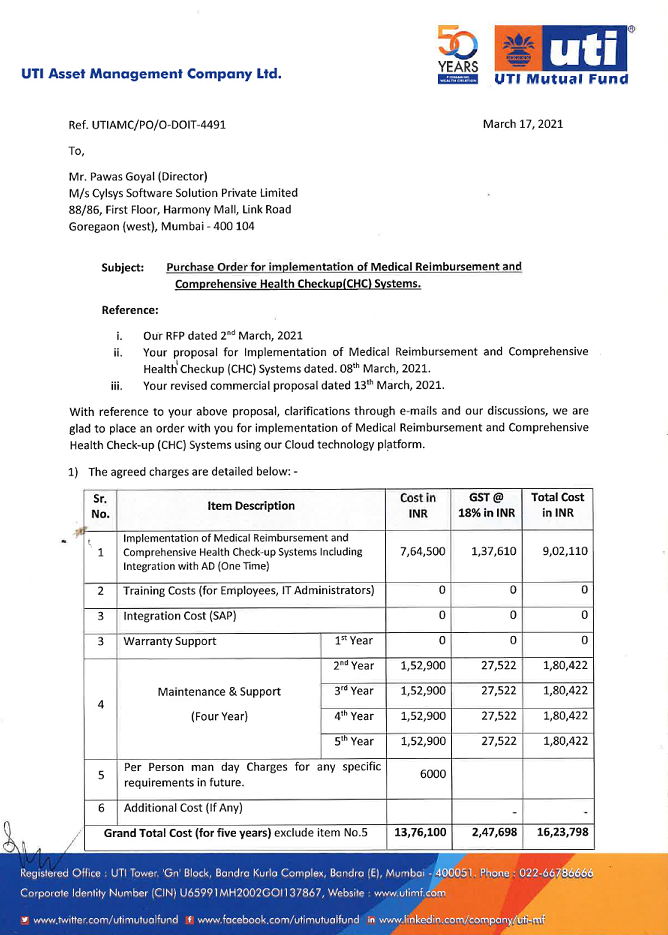
**In the event of non-compliance to agreed SLAs, Liquidated Damages will be computed as:**

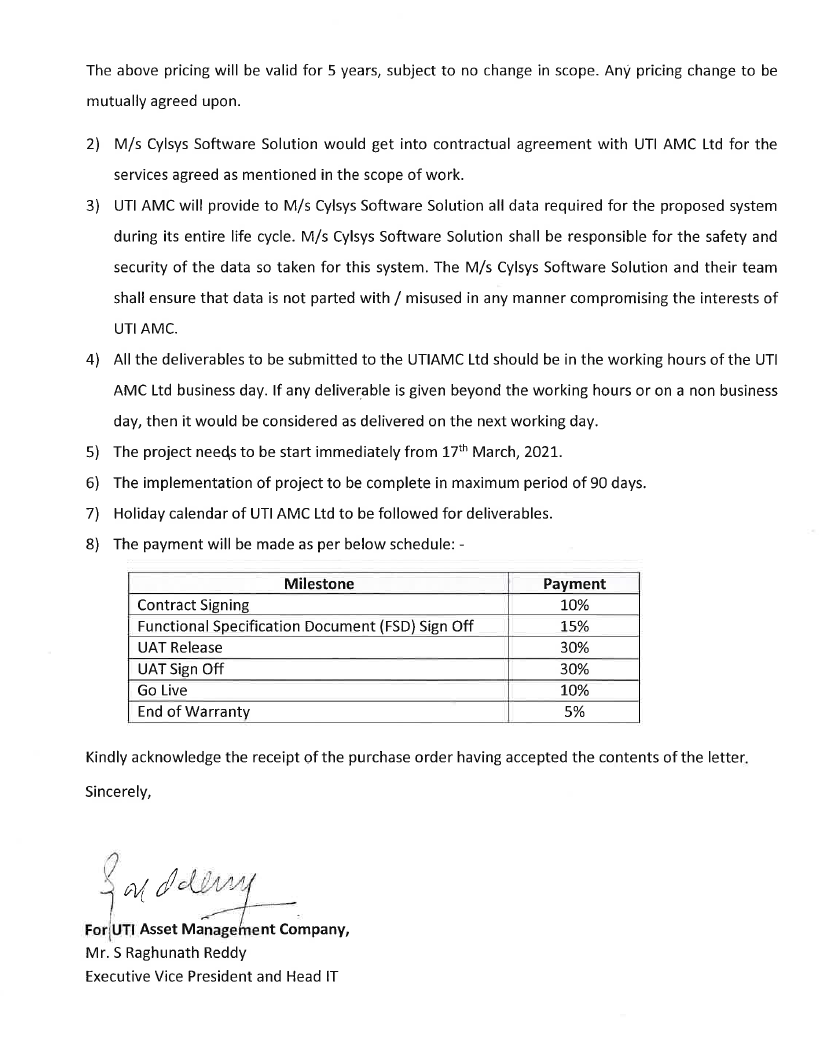
Quarterly Service Level Default = Minimum Service Level – Quarterly Actual Service Level.

Liquidated Damages = Quarterly Service Level Default X Quarterly Service Cost.

The maximum amount of Liquidated Damages that may be levied, shall be as per Clause mentioned in the section 9.19 of the RFP.

# Annexure 4 Purchase order





UTI had issued a provisional PO on 17thMarch 2021, however, the PO start date will be date of signing of agreement.

# Annexure 5 Commercial bill of material

# Annexure 6Escalation Matrix

### Escalation Matrix

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Level | UTI AMC | | CYLSYS | |
|  | Name | Designation | Name | Designation |
| Level 1 |  |  |  |  |
| Level 2 |  |  |  |  |
| Level 3 | Mr S R .Reddy | [S.Reddy@uti.co.in](mailto:S.Reddy@uti.co.in)  9820782572 | Pawas Goyal | [Pawas.goyal@cylsys.com](mailto:Pawas.goyal@cylsys.com)  9967502429 |

### Program Review Mechanism (During Implementation)

|  |  |  |
| --- | --- | --- |
| Implementation Review | Frequency/Planned Date | Members |
|  | Daily Huddle | Project Manager – UTI  Project Manager – CYLSYS  Key resources |
|  | Weekly |  |

### Program Review Mechanism (During BAU)

|  |  |  |
| --- | --- | --- |
| Project Review | Frequency/Planned Date | Members |
|  | Month | Executive committee, program manager both from UTI and CYLSYS |

# Annexure 7Signature Acceptance

In entering into this SOW, Customer is not relying upon any representation made by or on behalf of that is not specified in the SOW, including, without limitation, the actual or estimated completion date, amount of hours to provide any of the services, charges to be paid, or the results of any of the services to be provided under this SOW. This SOW (including its Schedules and Annexures) and the Agreement represent the entire agreement between the parties regarding the subject matter and replace any prior oral or written communications or documents related to the same.

Each party accepts the terms of this SOW by signing this SOW by hand or, where recognized by law, electronically. By such acceptance each party agrees that no modifications have been made to this SOW.

Once accepted, please return a copy of this document to the address shown below. Any reproduction of this SOW made by reliable means (for example, photocopy, electronic scan or facsimile) is considered an original and all Services ordered under this SOW are subject to it.

|  |  |
| --- | --- |
| Agreed to: UTI Asset Management Company Limited  By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized Signature  Date  Name (type or print):  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  number:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  address:  Billing address: As above | Agreed to: Cylsys Software Solution Pvt Ltd.  By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized Signature  Date :  Name Pawas Goyal:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  SOW number (required):  RFP No. UTIAMC/IT/SW/O-DOIT-4487/2020-2021  Telephone Number :9967502429 |

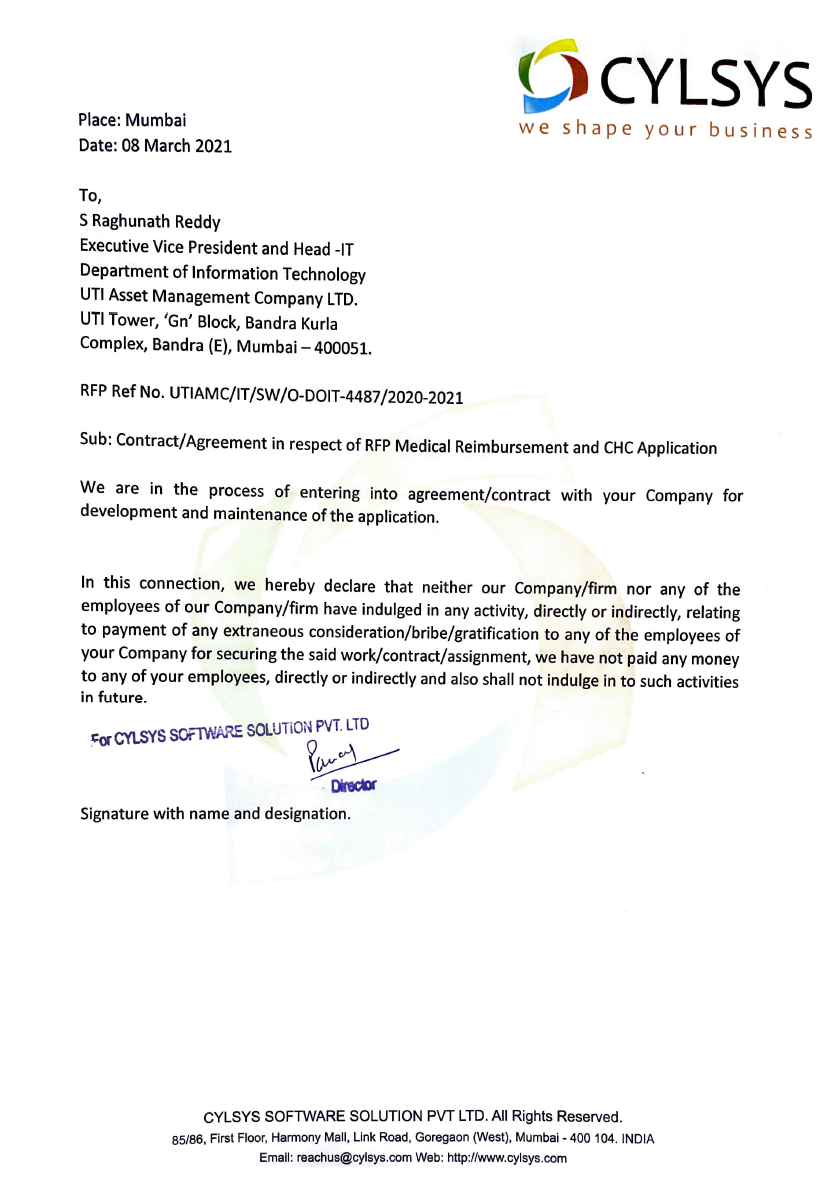
# Annexure 8Payment terms

|  |  |  |
| --- | --- | --- |
| **Head** | **Milestone** | **Payment Terms** |
|
| Implementation ofMedical Reimbursement and Comprehensive Health Check-up Systems Including Integration with AD (One Time) & Training Fees | *Contract Signing* | *10%* |
| *Functional Specification Document (FSD) Sign-off* | *15%* |
| *UAT Release and Integration* | *30%* |
| *UAT Sign-off* | *30%* |
| *Go-Live* | *10%* |
| *End of Warranty* | *5%* |
| Warranty Support &Annual Maintenance Charges. |  | Quarterly basis after the quarter is completed. |

# Annexure 9 RFP



# Annexure 10 Antibribery Declaration

CYLSYS hereby declare that neither CYLSYS nor any of their employees, agents, or representatives have offered, promised, given, or authorized, directly or indirectly, any undue or extraneous consideration / bribe / gratification to any of UTI AMC’s employees for securing the arrangement set out in this RFP or Agreement. CYLSYS confirms that they have not paid any money to any of UTI AMC’s employees, directly or indirectly, and also shall not engage in such activities in the future.

# Annexure 11 Software services CYLSYS Provides within UTI AMC

Following is the list of existing applications developed by CYLSYS for UTI AMC . CYLSYS provides the support and maintenance for below applications under Annual Maintenance Contract.

The project which are done till 2020, are now on annual AMC with 24x7 support. If in case any change is required in the applications, we assist them as per agreed CR commercial.

|  |  |  |
| --- | --- | --- |
| Sr no. | **Year Of Deployment** | **Project Name** |
| 1 | 2011 | Digital Transaction System (DTS) |
| 2 | 2015 | Financial DB |
| 3 | 2015 | BGS(Broker Grading System) |
| 4 | 2012 | SRRMS Equity |
| 5 | 2015 | MSCI Utility |
| 6 | 2012 | CIOS |
| 7 | 2016 | Bilav feeds |
| 8 | 2019 | AMFI AUM |
| 9 | 2019 | Indices Download automation Utility |
| 10 | 2019 | IISL Utility |
| 11 | 2019 | SRRMS Fixed Income |
| 13 | 2019 | Bloomberg Utility |
| 14 | 2020 | Conveyance and Business Promotion expenses reimbursement |
| 15 | 2020 | PMS\_Report\_for\_SEBI\_Compliance |
| 16 | 2020 | Automation Annexure C |
| 17 | 2020 | Automation for Bloomberg Report |
| 18 | 2020 | Migration of US-64-Application |
| 19 | 2020 | Automaton EBP Bidding Process |
| 20 | 2021 | Polling Process Application |
| 21 | 2021 | Debt Requisition Application |
| 22 | 2021 | Vendor Payment Module |
| 23 | 2021 | RM Profitability Application |
| 24 | 2021 | Red Analysis Application |

1. **Annexure 12 Digital Transaction Processing System (DTS)**

Digital Transaction System was developed and deployed in 2011.

Change Request for adding the MFU functionality and Karvy Integration was raised in 2019. This application is used by IMC team ,CYLSYS provides the support for application error or issues reported by users.

Attached Requirement document for Digital Transaction System.



1. **Annexure 13 Financial DB**

Financial DB application was developed in 2015 .



1. **Annexure 14 Broker Grading System**

This application was developed in 2015 for Fund Managers and Research Analysts.

Change Request for adding new departments and calculations was incorporated in the application.



1. **Annexure 15 SRRMS Equity**

DOSR has a large number of research reports created over the year. The Research Team prepares reports on a particular company after interacting with the company officials, perusing the published information of the company and other news related to the company. These reports need to be perused while preparing to attend company meetings. SRRMS applications is used by Equity team to store and maintain these research reports.

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1. **Annexure 16 MSCI utility**

A utility was developed to fetch the data from SFTP folder and upload it to the Database. It runs on the server as automated process and has no user interface.



1. **Annexure 17 CIOS**

****

1. **Annexure18 Bilav Feeds**
2. **Annexure 19 AMFI AUM utility**

****

1. **Annexure 20 Indices Download automation Utility**

****

1. **Annexure 21 IISL Utility**

****

1. **Annexure 22 SRRMS Fixed Income**

****

1. **Annexure 23 Bloomberg Utility**

****

1. **Annexure 24 Conveyance and Business Promotion expenses reimbursement**

****

1. **Annexure 25 PMS\_Report\_for\_SEBI\_Compliance**

This is an automated exe, that runs on the server. It does not have any front end.

1. **Annexure 26 Automation Annexture C**

Automation done on excel sheet. Does not have any front end.

1. **Annexure 27 Automation for Bloomberg Report**

Automation done on excel sheet. Does not have any front end.

1. **Annexure 28 Migration of US-64-Application**

Automation done on excel sheet. Does not have any front end.

1. **Annexure 29 Automaton EBP Bidding Process**

Automation done on excel sheet. Does not have any front end.

1. **Annexure 30 Polling Process Application**

This application is developed for Risk and compliance department, and Fund Managers.



1. **Annexure 31 Debt Requisition Application**

****

1. **Annexure 32 Vendor Payment Module**

****

1. **Annexure 33 RM Profitability Application**

****

1. **Annexure 34 Red Analysis Application**

****