

## **AGREEMENT FOR SERVICES**

THIS AGREEMENT FOR SERVICES is made effective as of the Effective Date (specified in Schedule 1) by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001 and acting through its branch office in the UK at 18 Grosvenor Place, London SW1X 7HS, United Kingdom, herein after referred as '**TCS**' (which expression shall include its successors and assigns) and the Customer entity named in the signature block below, with other details thereof set out in Schedule 1- Contract Details, herein after referred as a '**Customer**' (which expressions shall, unless the context requires otherwise, includes its successor in business and permitted assigns). In this Agreement, TCS and Customer are collectively referred as "Parties" and individually as a "Party".

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

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

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

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

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

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

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

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

Customer undertakes to comply with all the access authorization and access controls for the Customer's access to the Services Environment as may be prescribed by TCS. Customer shall limit the access to Services Environment only to the Authorized Users. Each Authorized Users shall follow the security policies and rules as have been notified by TCS. Customer acknowledges that the Services offered by TCS under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services for Customer's own data processing and business use only and agrees that the Customer shall not, in any way, commercially exploit the Services otherwise. Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. The Customer shall notify TCS immediately of any unauthorized use of the Services or Services Environment. Customer undertakes that all Customer Data will not infringe the intellectual property rights of any third party.

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

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

**Property Rights** with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and the Customer shall not be entitled to claim any rights therein. Customer agrees that TCS shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. The Customer acknowledges that the provision of the Services hereunder by TCS shall be on a non-exclusive basis and TCS shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude TCS from providing such services or performing such obligations to its other clients.

#### **5. Compensation**

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

4. Customer shall remit payment to TCS within thirty (30) days from the date of invoice. TCS shall invoice and Customer shall make payment, in advance, in accordance with the billing period specified in Schedule 4. If any invoice remains unpaid after the aforesaid period, TCS shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services.

#### **6. Representations and Warranties**

TCS warrants that the Services will be provided in a skilful and workman like manner and in conformity with the scope described in Schedule 2. Notwithstanding the aforesaid, any Services which are provided by TCS free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, TCS MAKES NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY TCS.

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

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

#### 7. Limitation of Liability

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

#### 8. Confidential Information

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

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

#### 9. Processing Norms

Both Parties acknowledge and agree that the provision of certain Services under this Agreement may require TCS to interact with the clients and suppliers of Customer relating to the Services as special agent for and on behalf of the Customer and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by Customer and agreed by the Parties. TCS shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and TCS shall incur no liability for claims, loss or damages arising as a result of TCS's compliance with the Processing Norms. Customer agrees to indemnify, defend and hold TCS and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from TCS' compliance with Processing Norms and the Customer's liability arising out of this Clause shall be outside of the liability cap provided in Clause 7. Further, Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

#### 10. Term and Termination

**10.1 Term:** The term of this Agreement shall commence on the Effective Date and continue for Contract Term specified in Schedule 1, unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.

**10.2 Termination for Material Breach.** Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

**10.3 Effect of termination.** In the event of termination or expiry of this Agreement, (A) Customer shall (i) forthwith cease to access and/ or use any of TCS Application Systems and Services Environment; (ii) return to TCS any of TCS confidential and proprietary information and material in its possession; and (iii)

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

#### 11. Non Solicitation

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

#### 12. Miscellaneous Provisions

**12.1 Independent Contractors and assignment.** Each Party to this contract is an independent contracting entity and shall not be deemed an agent, legal representative, joint venture partner or partner of the other. Neither Party is authorized to bind the other to any third person. Customer shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS..

**12.2 Governing Law and Dispute Resolution.** This Agreement shall be governed by and interpreted in accordance with the laws of England . All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the London Court of International Arbitration Rules of Arbitration. The Arbitration proceedings will be carried out at London and the award made in pursuance thereof shall be binding on the Parties.

**12.3 Entire Agreement.** This Agreement sets forth the entire understanding of the Parties and supersedes all prior or

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

**12.4 Force Majeure:** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.

**12.5 TATA Code Of Conduct:** The activities of all TCS employees are governed by the Tata Code of Conduct, a copy of which is available at link <http://www.tata.com/aboutus/articles/inside.aspx?artid=NyGNnLHkaAc=> Customer agrees to make good faith efforts to notify TCS designated executives of any breach of the Tata Code of Conduct by any TCS personnel relating to this Agreement. TCS in turn, undertakes that it will maintain confidentiality of all communication received.

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

<p>("Customer")</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date:- _____</p>	<p>Tata Consultancy Services Ltd.</p> <p>("TCS")</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date:- _____</p>
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## **EXHIBIT A**

### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"TCS Application System"** means the specific software applications/solutions whether owned or licensed by TCS identified in **Schedule 2**, which TCS will either host on its Services Environment and/or install on the Customer Environment for the provision of Services under this Agreement. TCS Application System includes, without limitation, proprietary software programs, processes, algorithms, user interfaces, expertise, techniques and other tangible and intangible technical material or information and the technology installed within TCS Application System.

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

**SCHEDULE 1**  
**CONTRACT DETAILS**

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

**In case of a company**

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

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

## **SCHEDULE 2**

### **I. TCS Application systems**

TCS will provide the following applications as Managed Services.

#### **Managed Services:**

TCS iON Energy Insights

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

### **II. Scope Of Services**

#### **Cloud Services**

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

TCS will be deploying iON Energy Insights, which comes with its powerful iON Command Centre for continual monitoring.

As a part of the same, customer would be receiving the following key services:

- A. Collect, digitise and organise all your energy data centrally into a database
- B. Run checks, detect inefficiencies and non-conformances
- C. Get key insights and reports on your energy portfolio performance, benchmark your sites on key performance indicators and focus on critical deviations that can save energy
- D. Access to command centre which will monitor your energy portfolio remotely
- E. Quantifiable saving opportunities identified by the iON command centre. The methods to quantify and define the savings will be mutually agreed at the start of the project as a part of the standard operating process document
- F. Customise your reports for compliance and create live dashboards to check energy performance
- G. Manage Alerts & Notifications

Inputs Required from Customer

We would need the following data-

<b>Essential information</b>	<b>Optional information</b>
<ul style="list-style-type: none"><li>• Site Name, Site Type, and Site Address</li><li>• Number of business days in a week &amp; Daily Working/Operating Hours</li><li>• Site area (in Sq. Meters)</li><li>• Meter ID/ MPAN, that uniquely identifies the main/billing meter and what does the meter monitor E.g. Site meter, Lighting load</li><li>• Electricity or Gas classification for meter</li><li>• Site Occupancy/ Sitting Capacity (Average should be fine) &amp; The ambient temperature you maintain at each site</li><li>• Meter Topology</li><li>• Historical data dump, preferably 2 years in .csv format for year-on-year analysis</li></ul>	<p>To trial the Bill &amp; Contract Management service, following information will be required:</p> <ul style="list-style-type: none"><li>• Up to 12 months of <b>Utility bills</b> (Electricity and/or Gas) &amp; <b>Utility contracts/ Contract commercials</b> for the 10 sites readable format preferably readable PDFs / Digitised/ .xls/ .csv</li><li>• Site wise Budgeted Consumption and cost (monthly/annually)</li></ul>

#### **Roles and Responsibilities**

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

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

#### **Service levels:**

Service availability rate at data centre	98% based on quarterly review
Business Hours Support	Mon – Fri between 0800 – 1700 hours GMT

**Exclusions:**

The calculation of the SLA excludes events such as:

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

**Out of Scope:**

TCS is not responsible for any software not provided by TCS

**Support:**

TCS will ensure break-fix support to the applications mentioned in scope of services. Any change request will be administered separately.

**Training:**

For Managed Services

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

## **Data Migration:**

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

### **I. TCS Designated locations:**

TCS will host its applications from TCS Data Centre.

### **II. Customer designated**

**locations:** None

### **III. 3<sup>rd</sup> party software incorporated in TCS Application**

**System:** None

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

None

### **V. Authorized Users:**

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

#### **Customer Change Champion:**

**Name:**

**Contact #:**

**Email:**

#### **Customer Single Point of**

**Contact: Name:**

**Contact #:**

**Email:**

### **VI. Target Environment:**

#### **1. Services Environment**

##### **a) Hosting Environment:**

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

##### **b) TCS Link: Not**

Applicable

##### **c) Equipment:**

Not Applicable

#### **2. Computing Environment**

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

- Desktop System with 1 nos. of Intel processor – Dual Core/Core 2 Duo
- Windows XP Professional / Windows 2003 / Windows 7 Professional (32-bit version) Operating System
- Minimum 1 GB RAM
- At least 80 GB SATA disk
- 17-inch monitor
- Standard keyboard and mouse.
- MS Office in the desktops of for key users
- The supported browsers are, Firefox and Chrome (latest versions).



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

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

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

## **SCHEDULE 3**

### **Licensing Terms for TCS Application System**

#### **APPENDIX- I to Schedule 3**

#### **USE TERMS for TCS Application System (TCS proprietary)**

These Use Terms will govern the Use by Customer of TCS Application System (more specifically described in Schedule 2), during the Contract Term of the Agreement for Services effective [REDACTED] ("Agreement") signed between Customer named herein below and Tata Consultancy Services Limited ("TCS").

### **1. DEFINITIONS**

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

**"Target Environment"** shall mean Services Environment or Customer Environment, as specified in the Schedule 2 with respect to each component of the TCS Application System. **"Services Environment"** has the meaning ascribed to it in the Agreement. **"Customer Environment"** has the meaning ascribed to it in the Agreement.. **"Use"** means using and/or accessing the TCS Application System by the Authorized Users, whether it is installed on Customer Environment or on the Services Environment, for the purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by the TCS under this Agreement, in terms of this Use Terms. All other capitalized terms used herein but not defined above, shall have the meaning ascribed to them in the Agreement.

### **2. USAGE RIGHTS AND RESTRICTIONS**

**2.1 Usage rights.** (i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the TCS Application System by TCS or upon TCS permitting access to Customer of the TCS Application System through any means, TCS hereby grants to Customer the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the TCS Application System during the Agreement for Contract Term. The forgoing does not (a) authorize installation of the TCS Application System other than on Target Environment, (b) permit Use of the TCS Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the TCS Application System to any Person other than Authorized User. Any extension or change of the contractual use of the TCS Application System requires TCS' prior written consent and authorization. Customer is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by any Authorized User shall be deemed to be a breach or non-compliance by Customer. Customer will indemnify and defend the TCS in respect of any breach of this Use Terms to the extent that such breach arises from any act (or failure to act) by the Authorized Users. (ii) The usage rights granted herein and the provisions of this Use Terms do not grant or convey to Customer any ownership rights and interest or title in or to the TCS Application System any Intellectual Property Rights therein nor do they permit Customer to make derivative works or to make copies of the TCS Application System. To the extent that TCS Application System consists of any software codes, such material, when delivered to Customer pursuant to this Use Terms, shall be delivered by TCS in Object Code form only and Customer shall not have any right or license with respect to the Source Code or data base design of the TCS Application System.

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

**2.3 Restrictions on Copying.** Copying of the TCS Application System is prohibited except with TCS's prior written consent and authorization. Neither Customer nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the TCS Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. Customer is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the TCS Application System or any part thereof or to create enhancements to or derivative works of the TCS Application System or any portions thereof.

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

**2.5 Breach.** Should the TCS Application System be Used beyond the Use rights by Authorized Users as set out in this Section 2, TCS shall notify Customer in writing requiring Customer to cure the breach of Use Terms and if Customer does not cure such breach within 10 days (or such other period that the TCS may permit upon Customer's request), of receipt of written notice from TCS then TCS shall be entitled to terminate the Use rights granted hereunder in respect of such TCS Application System, without prejudice to any other rights or remedies TCS may have under this Use Terms or otherwise.

### **3. OWNERSHIP AND PROPRIETARY RIGHTS**

Customer acknowledges and agrees that TCS does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the TCS Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of Customer. Nothing contained herein shall be construed as a transfer, assignment or conveyance by TCS to Customer of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the TCS Application System or any enhancements, upgrades or derivative works thereof.

#### 4. MISCELLANEOUS

In the event of any conflict between the provisions of this Use Terms and those in the Agreement for Services or the Agreement, notwithstanding any contrary provision anywhere else, Customer and TCS specifically agree and acknowledge that the provision of this Use Terms will prevail with respect to the TCS Application System.

<p>("Customer")</p>  <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Tata Consultancy Services Ltd. ("TCS")</p>  <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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**SCHEDULE 4**  
**FEES FOR SERVICES**

- Annual Monitoring Cost using iON Platform and iCommand Centre in a Gain Share Model for current metered portfolio:
  - Minimum Annual Monitoring Cost: GBP 40,000 (to be billed in equal monthly payments)
  - End of the Year Amount linked to Potential Savings during the contracted period (1/2/3 years):
    - Savings 0 – GBP ..... / annum: No Additional Amount to be Paid
    - Savings GBP ..... – GBP ..... / annum: 50% of savings (maximum GBP .....)
    - Savings GBP ..... – GBP ..... / annum: 60% of savings (maximum GBP .....)
    - Savings GBP ..... – GBP ..... / annum: 70% of savings (maximum GBP .....)
    - Savings > GBP ..... / annum: 50% of savings (maximum GBP .....)
    - Max Amount linked to Potential Savings: GBP ..... (to be billed at the end of the year)
- To allow us to successfully implement savings opportunities, we request you to consider a 3-year contract with an optional termination clause
- Contract may be terminated at the end of 4 consecutive quarters with a 60-day notice in case of a 3-year contract
- Gain share model guidelines to be defined as a working document at the start of the project
- Any additional site may be added for Monthly Monitoring on iON Energy for the following costs:
  - One time set up cost: GBP 500
  - Monthly monitoring cost per meter/touch point: GBP 25/month
  - Annual data fee to data collector or third party as on actuals
- Any site may be added for Bill Management for the following costs:
  - One time set up cost: GBP 100
  - Bill digitisation and processing cost: GBP 10/bill

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

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

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

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

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

**Annexure A to Schedule 5**

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

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

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

**Description of Change:**

Following are the changes/additions agreed to:

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

Approved with Changes

Tata Consultancy Services Limited

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

\_\_\_\_\_  
Date

Customer

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

\_\_\_\_\_  
Date