



# PROPOSAL FOR WINDCHILL APPLICATION SUPPORT SERVICES TO **ACE DESIGNERS LIMITED**

**SUBMITTED TO:**  
**ACE DESIGNERS LTD**

**SUBMITTED BY:**  
ITC INFOTECH INDIA LIMITED  
ITC INFOTECH PARK  
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KARNATAKA, INDIA  
PROPOSAL NO: INDIA/PROP/2016-17/8239

**SUBMITTED ON:**  
14<sup>TH</sup> FEB-2017

**CRM No: FY1617/08115**

**ITC INFOTECH**  
(<http://www.ITC Infotech.com>)

**TRADEMARK ACKNOWLEDGEMENT**

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**CONFIDENTIALITY STATEMENT**

By accepting this document the recipient agrees:

- ❖ To keep permanently confidential all information which it contains.
- ❖ To treat and retain as secret and confidential all information contained in this document or otherwise acquired by the receiving party from ITC Infotech including, without prejudice to the generality of the foregoing, all handbooks, manuals, drawings, designs, specifications, charts, diagrams, tapes, disks, diskettes and any other documents or materials containing such information.

## DOCUMENT CONTROL

### Document History

Issue	Date	Maintainer / Owner	Description
1.0	14-Feb-2017	Presales - PLM & ES	Released Version

### Contact Information

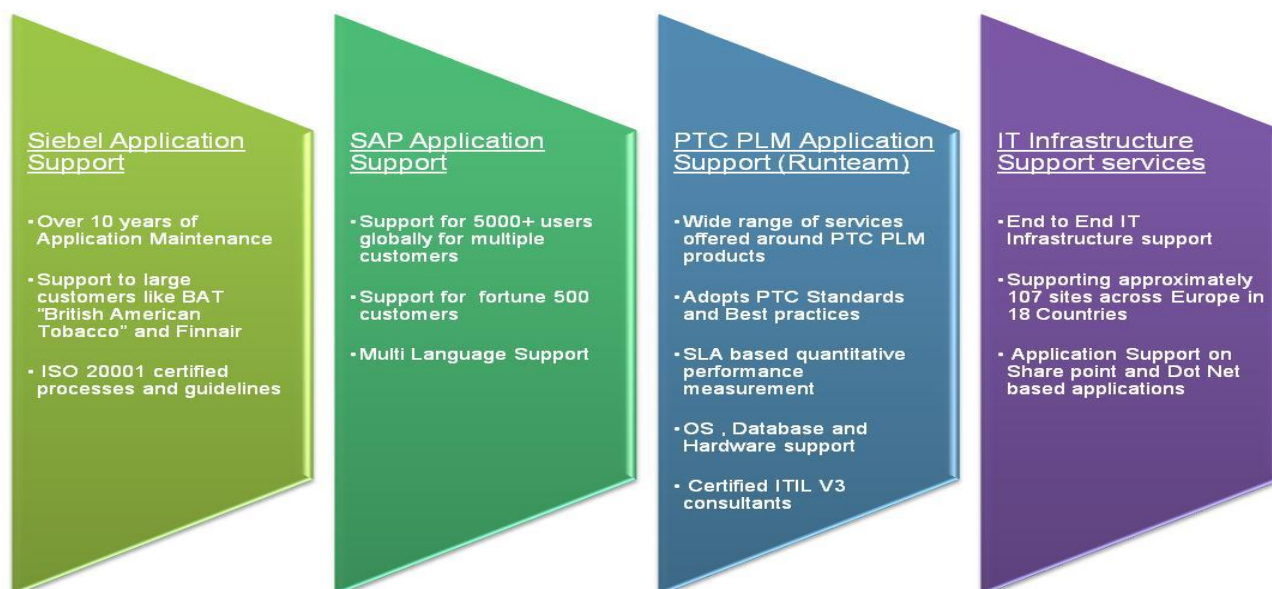
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## 1. ITC INFOTECH - APPLICATION MAINTENANCE AND SUPPORT

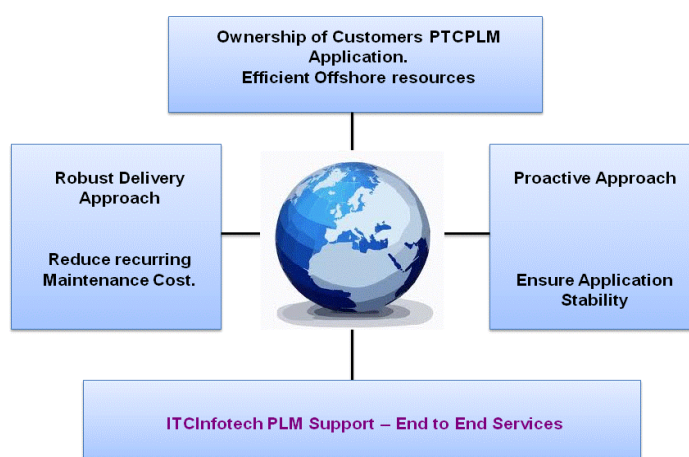
ITC Infotech has over 10 years of experience in Application Support and Maintenance for different products. Below is broad view of some of our experiences:



### 1.1 PLM APPLICATION SUPPORT

PLM Application Support addresses production support for Windchill / FlexPLM, a PTC PLM application. It is a service package that brings together the expertise of an end user help desk and a proactive technical team to ensure business continuity through an experienced and dedicated multi-shore support team.

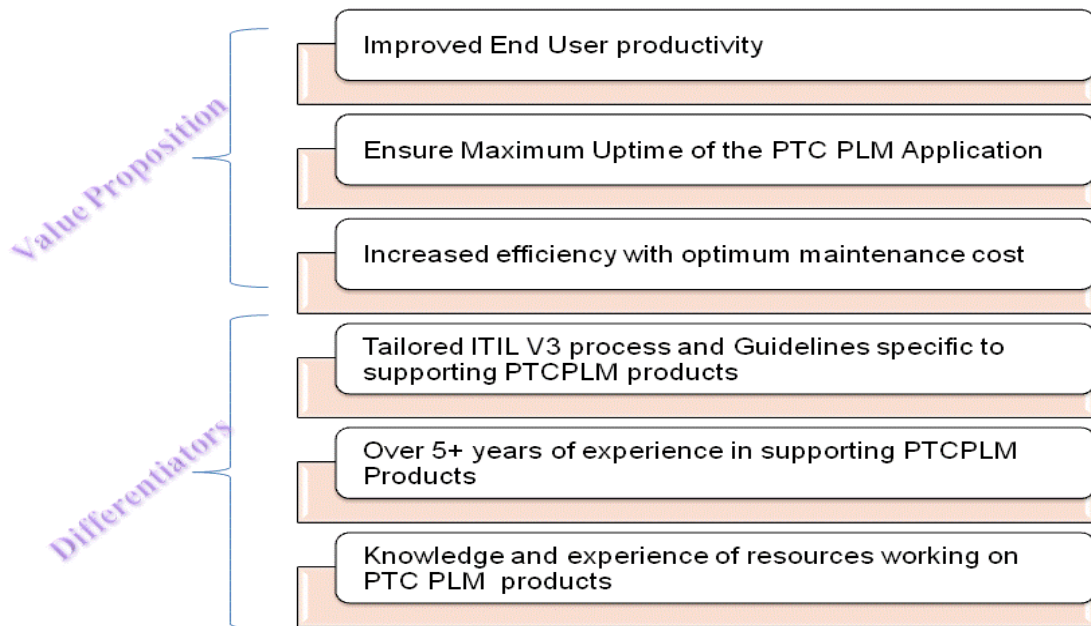
It is a scalable and structured multifunctional ITIL based support service that hand holds end users in their journey to adopt the application, provides necessary administrative support required to stabilize the application and helps rolling out of patches, updates and other support services to adapt the application to the growing needs of the organization. It enables the organization to leverage the **"Power of Predictability"**.



## 1.2 VALUE PROPOSITION AND DIFFERENTIATORS

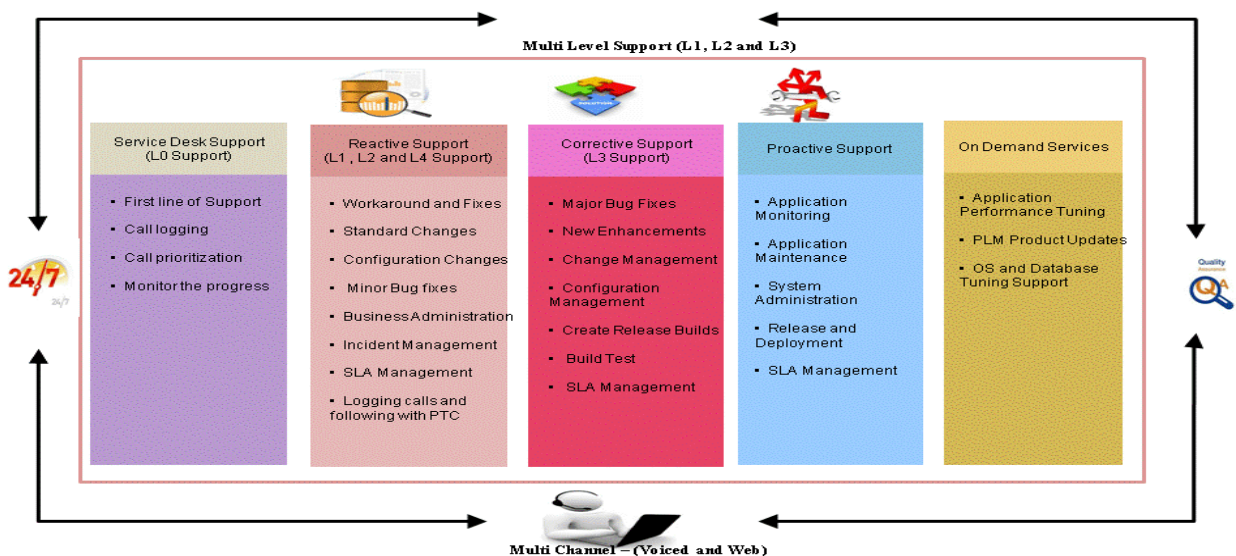
ITC Infotech's value proposition comes from the very fact that we offer end to end services to customers at an optimum cost. This service ensures that customer focuses on business than application related issues.

Most of the customers are in elite Fortune 500+ list and our knowledge and expertise that we have built together in supporting PTC PLM applications are key differentiators.



## 1.3 SERVICES OFFERED

ITC Infotech offers end to end services for our Customers. We offer a wide range of services and work round the clock.



## 2. PROPOSAL SUMMARY

Further to our discussion with ACE, following are the PLM Application Support services proposed to Ace

## 3. SCOPE OF WORK

ITC Infotech understands that Application Support services are expected to support Windchill and for ACE.

	Level 1	Level 2	Level 4	Operation support
<b>Definition</b>	Issues of Low Complexity which can be resolved by referring standard Documentation / FAQ's.	Issue of Medium Complexity which needs to be reproduced on Test system to get to the root cause and validate before put to use	Logs and Coordinate calls with PTC Technical Support team for Product/ Out of the Box issues	Operation support includes server monitoring (monitoring of select key parameters) and maintenance
<b>Windchill</b>	Handle Adoption issues	Configuration Changes & Business administration	Product issues, Liaison with PTC	Application Monitoring and Maintenance
	Provide Workarounds for issues	Root cause analysis	Update client on Progress	<u>System administration</u> <ul style="list-style-type: none"> <li>✓ Clone production server to test server</li> <li>✓ Replication Server Support</li> <li>✓ Installation of PTC Patches</li> <li>✓ Basic performance tuning</li> <li>✓ Maintenance release updates</li> </ul>
	Maintain FAQ's	Follow Problem management Process		Implement SPR's and Changes on Test and Prod
	Execute Standard & Service Requests	Maintain Known error database		Follow Release and Deployment management



		Create best practices as per PTC Standards		<u>Application Maintenance</u> Daily, Weekly and Quarterly Maintenance Tasks
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### 3.1 OUT OF SCOPE (WINDCHILL)

The out of scope activities for ITC Infotech's support team are provided below:

- ❖ Operating System (OS) Management, Infrastructure, Oracle Database.
- ❖ Support will not cover L3 calls involving Code changes or New Enhancements
- ❖ Any ERP or Legacy integration is not in Scope
- ❖ Major Upgrades (e.g. Windchill 10 to Windchill 11 etc.) and minor updates (e.g. Windchill 10.1 to 10.2 etc.)
- ❖ General Server management like below are not in scope:
  - ✓ General server administration (i.e., Backup / restore, Disk Management, Performance Monitoring etc.)
  - ✓ Software Upgrade Deployment.
  - ✓ Scheduling and executing server maintenance windows
  - ✓ Performance management: Performance tuning activity of application as specified by vendor
- ❖ End User / Refresher Training
- ❖ Disaster recovery monitoring and maintenance
- ❖ ACE may also request a re-host "on-demand", outside of this schedule, to support process development work. These "on-demand" re-host requests will be handled as a separate project/SOW outside of the support contract.

### 3.2 ASSUMPTIONS AND PRE-REQUISITES

- ❖ Support will be provided only in English Language
- ❖ All issues will be logged in Service Desk
  - ✓ Issues reported via mails
  - ✓ Issues reported via Phone
  - ✓ Issues reported during Application Monitoring
- ❖ ACE will contact offshore ITC Infotech team by emails; ITC Infotech would provide a common Email address for which the end users of ACE can report their queries/ Issues.
- ❖ ITC Infotech support consultant would use the Helpdesk Tool provided by ITC Infotech to Track and update all the Issues assigned.
- ❖ A phone number will be provided for emergency purposes
- ❖ All Windchill product issues will be handled by PTC, ITC Infotech Support team would act only as a liaison between PTC and ACE



- ❖ ACE will provide system access credentials to Offshore Support Team as required for performing administrative activities
- ❖ ACE would arrange for and facilitate connectivity to their servers through VPN
- ❖ ACE would provide ITC Infotech with their SCN number to log technical calls with PTC
- ❖ Daily Application Monitoring activity will be done once in a day. Monitoring of those activities whose frequency of failure is more will be carried out twice a day
- ❖ ITC Infotech Offshore team would take Holidays as per ACE holiday calendar
- ❖ Ace Designer shall provide logistics and infrastructural support to ITC Infotech's Onsite resource (Desktops, Workspace, Internet access, Access to server, Entry Gate pass, user-id / password combinations) to work from Ace Designer location

## 4. PROPOSED SUPPORT MODEL

ITC Infotech proposes to provide an effective Support model to ensure constant communication across all levels both at ACE and ITC Infotech.

### 4.1 DELIVERY MODEL

The below diagram represents proposed delivery model for ACE Run team support. This engagement is proposed to be executed in Shared Services Model.

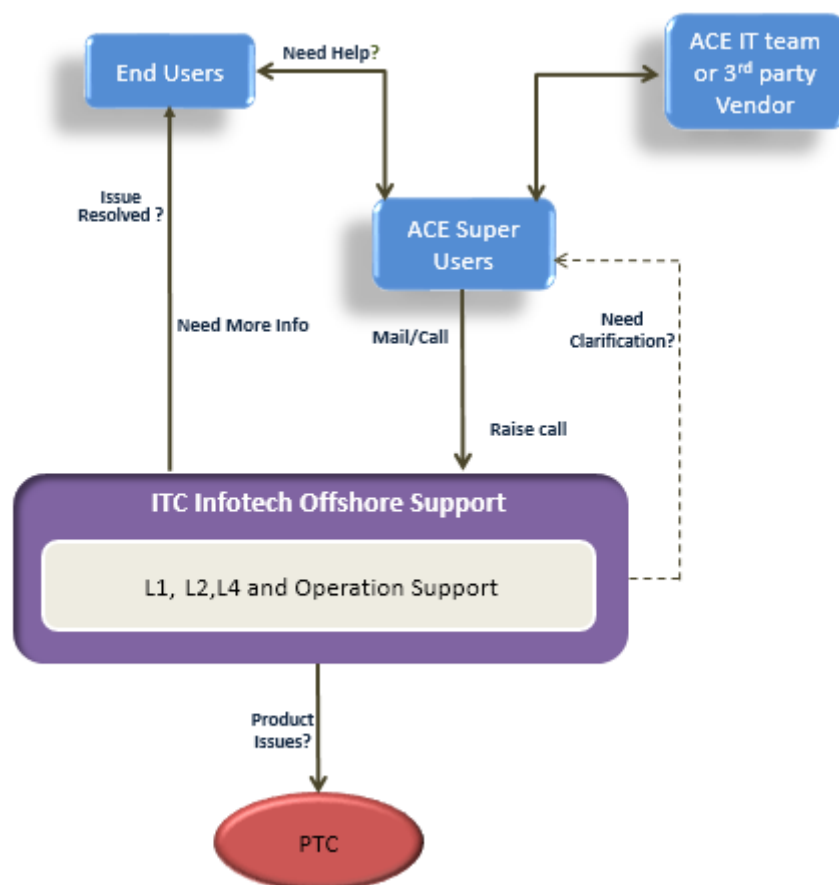


Figure 1: Delivery Model

- ❖ All help desk tickets received by ITC Infotech would come direct from ACE IT, Super Users

- ❖ ACE will log tickets through a common Email ID provided to Ace by Service desk tool.
- ❖ For P1 issues, ACE can contact to support team using the emergency number provided.
- ❖ ITC Infotech Support team would send first response as per defined SLA
- ❖ Based on the severity of the issue offshore would start working on it:
  - ✓ If the call is a simple & informational call then Support team would refer standard documentation and resolve the call.
  - ✓ If the issue is complicated then the ITC Infotech Support team would analyze, reproduce the issue, get to the root cause of the problem and work on resolving the issue. Meanwhile, ITC Infotech Support team would provide workaround if any, so that the user can carry on with the normal work and inform the user that they would get back with a resolution.
  - ✓ In case the issue is not clear and to understand the issue better, the ITC Infotech Support team would call the user or request for desktop sharing session.
  - ✓ If the issue cannot be resolved by support team, ITC Infotech support team will log a call with PTC. Subsequently, the offshore support team would follow up with PTC till the call is resolved and update the user on the progress of the call.
  - ✓ If it's determined that the issue is regarding to Windchill customization and determined that changes are required to Customization or Configuration then the call will be categorized as L3.
  - ✓ Once approved ITC Infotech support team will work on Design and Development of Customizations.
- ❖ The call is resolved when a concrete resolution is reached and would be closed after getting consent from the user.
- ❖ All server monitoring activities would be done through a VPN Connection provided by the ACE.
- ❖ ITC Infotech support team would send Weekly and Quarterly reports for review with ACE

## 4.2 WORKING MODEL (WINDCHILL PLM)

We are executing this engagement in a Shared services mode and hence there will be a Cap on number of calls that will be handled.

Total Calls/Quarter	L1 Calls/Quarter	L2 Calls/Quarter
40	25	15

- ❖ In case, call volumes are less than 40 in any quarter, the difference will not be carried forward to the next quarter.
- ❖ We believe that the call volume provided above will be more than sufficient. However, if the quarterly quota is consumed, units of 10 calls can be obtained with an additional price. (Once purchased the additional unit stands consumed within the same quarter irrespective of number of calls actually consumed from the purchased unit of 10 calls).

### 4.3 GOVERNANCE MODEL

At ITC Infotech, we strongly believe that success of a typical support project depends on how well the governance is defined. Support team structure and governance model for Support services for ACE is depicted in the below diagram,



Figure 2: Governance Model

### 4.4 SUPPORT TEAM STRUCTURE

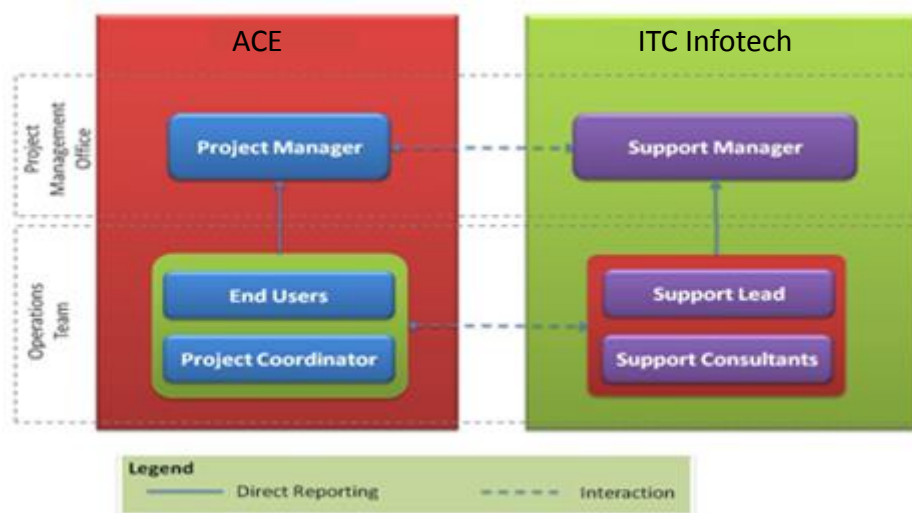


Figure 3: Team Structure

### 4.5 ROLES AND RESPONSIBILITIES

ITC Infotech has identified the following roles that would be used for efficient Support business,

Roles	Responsibilities
Support Manager	<ul style="list-style-type: none"> <li>❖ Interface with Client on Project Issues</li> <li>❖ Responsible for Key Performance metrics defined by ACE</li> </ul>

Roles	Responsibilities
	<ul style="list-style-type: none"> <li>❖ Assist in implementing all documented quality system procedures in Project</li> <li>❖ Define continuous improvement plan and execute</li> <li>❖ Ensure meeting SLA's for all the calls</li> <li>❖ Project Risk management</li> <li>❖ Transition Management</li> </ul>
Support Lead	<ul style="list-style-type: none"> <li>❖ Responsible for team management</li> <li>❖ Responsible for smooth functioning of process during allocated shift</li> <li>❖ Prepare shift plan for the support consultants</li> <li>❖ Identify training need and implement the same among support members</li> <li>❖ Preparing and analyzing call reports</li> <li>❖ Manage change controls on Production server - Deployment of Updates</li> <li>❖ Assign calls to support members depending on their availability and call volume</li> <li>❖ Ensure good balance in team on Professional grounds</li> </ul>
Support Resources	<ul style="list-style-type: none"> <li>❖ Issue resolution</li> <li>❖ Follow defined process and procedures</li> <li>❖ Responsible to meet the defined metrics</li> <li>❖ Responsible for all the tasks defined</li> <li>❖ PTC call logging and follow up</li> </ul>

ITC Infotech proposes the following roles to be designated and filled by ACE prior to the start of the project.

Roles	Responsibilities
Project Manager	<ul style="list-style-type: none"> <li>❖ Involve in engagement health review with ITC Infotech Support Manager</li> <li>❖ Project Planning with ITC Infotech Support Manager</li> <li>❖ Involve in Weekly meeting with ITC Infotech Project Manager and ITC Infotech Support lead</li> <li>❖ Escalation Management</li> </ul>
End Users and Project Coordinator	<ul style="list-style-type: none"> <li>❖ Issue Logging</li> <li>❖ Coordination with Support team for effective issue resolution</li> <li>❖ Provide all necessary information to offshore support team on demand</li> <li>❖ Available for WebEx session for live discussion</li> </ul>

#### 4.6 PROJECT ESCALATION MANAGEMENT

Issues may be identified by either party. During Statement of Work (SOW) Signing Phase, the parties will fill in the names and contact information in the chart below. Issues that impact the project schedule or cost shall be escalated by first contacting the individuals identified in the "First Contact" row who will use good faith efforts to resolve the issue within the response time stated. If after the

defined response time, the issue(s) remain(s) unresolved, the individuals in the “Second Contact” will be contacted, and so forth. Each contact shall have the amount of time indicated in the “Response Time” column for obtaining resolution to the issue, prior to the issue being escalated to the next contact level.

	ITC Infotech	ACE	Response Time
<b>First Contact</b>	Support Lead	Project Coordinator	One (1) Business Day
<b>Second Contact</b>	Support Manager	Project Manager	Two (2) Business Days
<b>Third Contact</b>	Delivery Manager	Project Sponsor	Three (3) Business Days

#### 4.7 METRICS AND REPORTING

ITC Infotech would provide Weekly and Monthly reports. These reports will help analyze the performance of support team and provide inputs for continual improvement plan.

The below table represents sample KPI's that may be provided to ACE for review. This is representation only.

Reports	Weekly	Monthly
Total Number of Incidents	Y	Y
Average Handle Time	Y	Y
Break Up of Incidents based on Priority, level, Status, Category etc	Y	Y
Size of Incidents Backlogs (Carry forwarded tickets)	Y	Y
Number and Percentage of Major Incidents		Y
Percentage incidents handled with in Response time	Y	Y
Percentage incidents handled with in Response time	Y	Y
Number of Incidents reopened	Y	Y
Response Time SLA		Y
Resolution Time SLA		Y
CSAT (Customer Satisfaction)		Y

#### 4.8 MEASURING CUSTOMER SATISFACTION

ITC Infotech understands the importance of customer satisfaction which helps ACE to assess End user perception and over all acceptance of support team

Mechanism and Frequency

- ❖ Customer Satisfaction survey form is sent to all users who have logged a call and ask for feedback. This is done Monthly

Responsibility

- ❖ ACE Project Manager to send out the Survey to end users,
- ❖ Collate the results and define action plans

#### Service Level Management for Support Services

This service level management summarizes the ACE support services that will be provided by ITC Infotech to ensure a common understanding between both parties as to what is expected from delivery of this service.

The purpose is to identify specific IT service objectives that define the service measures.

Service Level Management (SLM) describes the highest level of quality Support Service Delivery from ITC Infotech. The SLM defines the key deliverables from ITC Infotech, exceptions to the service and responsibilities of ACE to enable satisfactory delivery of support services.

#### Service Coverage

The Proposed Support services coverage for ACE would be as mentioned in the below table:

Service Line	Service Coverage	Time (EST)
Operations Support	8x5	09:00AM – 05:00PM

#### SLA (Windchill PLM)

This service level objective (SLA) summarizes the ACE support services which will be provided by ITC Infotech to ensure a common understanding between both parties as to what is expected from delivery of this service.

The purpose of this SLA is to identify specific Support service objectives that define the service measures. As desired, the SLA is for obtaining the highest level of quality Support Service Delivery from ITC Infotech for Run team Support. The SLA defines the deliverables from ITC Infotech team to enable satisfactory delivery of Support Services.

#### Time to Respond (in Hours):

Priority Time	P1	P2	P3	P4
Response Time	Immediate	2	2	2

#### Time to Resolution (in Hours):

The below table represents Resolution time for different levels of calls in hours,

Priority Level	P1	P2	P3	P4
L1 and L2	4* Hours	1 Day	3 Days	5 Days

\*Restoration process would involve personnel from company, ACE and/or PTC and will be determined jointly. Restoration process may also depend on other support vendors or completely outside Windchill support team in scope

### **Determining Priority and Level**

ITC Infotech offshore support consultants will determine the priority and level of technical issues depending on the urgency and the impact caused by the incident to the business.

The below table represents the guidelines used to determine the priority of an incident,

<b>Determine priority of an Incident</b>	
<b>Priority - Urgency</b>	<b>Description of Incident</b>
P1 - Enterprise Down	<ul style="list-style-type: none"> <li>❖ High business impact. Outage appears to affect All businesses / Sites</li> <li>❖ Issue affects all users, with a potential loss of revenue or impacts on external customers. Problems could have impact on business manufacturing &amp; production, point of sales, critical applications etc.</li> </ul>
P2 - Extremely Critical	<ul style="list-style-type: none"> <li>❖ Moderate-High business impact. Outage appears to affect one or more sites / businesses</li> </ul>
P3 – Urgent	<ul style="list-style-type: none"> <li>❖ Moderate-Low business impact affecting a single or few users / multiple Users.</li> <li>❖ It worked yesterday; it's not working today!</li> </ul>
P4 – Low	<ul style="list-style-type: none"> <li>❖ Work is impacted but not significantly and a work around can be given</li> </ul>

The below table represents the guidelines used to determine the level of an incident,

<b>Determine Level of an Incident</b>	
<b>Priority - Urgency</b>	<b>Description of Incident</b>
L1 – Low	<ul style="list-style-type: none"> <li>❖ Issues of Low Complexity which can be resolved by referring standard Documentation / FAQ's</li> </ul>
L2 – Medium	<ul style="list-style-type: none"> <li>❖ Issues of Medium Complexity and Support Team needs to reproduce the issue and analyze the root cause behind the issue. The issue resolution is not available. This Level of Support may need a restart of Windchill Services</li> </ul>

Notes:

- 1) For Issues of any Priority or Levels, if logging calls with PTC is necessary that support team would log calls with PTC and follow up with them till the issues are resolved.



- 2) *Recurring issues which has a standard document which requires Server Restart / Database changes will still be logged as L2*
- 3) *SLA's are not applicable for calls that are logged with PTC*

## 5. FINANCIAL SECTION

ACE is a key strategic customer for ITC Infotech and commercial proposition reflects our commitment towards achieving high level of service delivery and expectations.

The following assumptions have been taken to arrive at the commercials:

- ❖ 1 week = 5 working days
- ❖ 1 working shift = 8 working hours - IST
- ❖ Base currency: INR
- ❖ Pricing: Fixed Price

### 5.1 COMMERCIALS

The commercials for this support engagement with Ace is provided below:

S. No.	Description	Monthly Cost in INR	Total Cost in INR
1.	<b>Windchill PLM shared support services for one year (8X5)</b>	<b>74,000</b>	<b>8,88,000/Year</b>

#### Note:

- ❖ The above cost is exclusive of VAT and other applicable taxes (if any). Taxes prevailing at the time of invoicing will be charge on actuals. Any changes to "Statutory levies and taxes" as applicable at the time of invoicing would be charged accordingly.
- ❖ The proposal and its price are valid for duration of 30days from the date on the first page of this document. After completion of this period, ITC Infotech reserves the right to revise the proposal cost as deemed fit.
- ❖ Above cost includes travel cost. Quarterly 1 day visit for Windchill support is planned for governance meeting and understanding end user issues.
- ❖ **ITC Infotech will be invoicing Ace on a monthly basis** throughout the support phase. No monthly approval required for submitting invoice
- ❖ The above quote is based on the assumptions on the scope of work and availability of Ace resources. In case, some of the assumptions do not hold good, it requires to be re-evaluated jointly by Ace and ITC Infotech. In case there is any change in the effort estimation arising out of this, shall be addressed through PCCP

## 6. GENERAL TERMS AND CONDITIONS

ITC Infotech India Limited (ITC Infotech) is pleased to present you with the attached response for proposal for the services referred therein. As used in this document, 'you' and 'your' refers to the customer referenced in the attached response for proposal.

### **Validity and Binding Nature of the Response for Proposal Terms**

- ❖ This response for proposal shall be valid for a period of 60 days from the date on opening of the response for proposal unless agreed (extended) in writing.
- ❖ The response for proposal is meant for informational purposes and in order for it to be treated as a firm offer or commitment by ITC Infotech, the parties will have to in pursuance to the negotiations in respect of services/projects proposed herein, execute a written agreement containing the mutually agreed term and conditions governing the provision of services or projects to be undertaken by ITC Infotech. (Agreement)
- ❖ Contract Formulation: On acceptance of the response for proposal, ITC Infotech and you may mutually agree to exchange a document to undertake the project. All terms and conditions, including but not limited to pricing, payment, delivery and other legal and business terms and conditions applicable to the proposed services or project shall be contained in the Agreement Such an Agreement would primarily serve as a frame of reference for executing the project and would at the least specify:
  - ✓ Deliverables
  - ✓ Acceptance criteria
  - ✓ Change management procedure
  - ✓ Commercial terms
  - ✓ Responsibilities of the parties
  - ✓ Exit option of the parties
- ❖ In the event of any conflict between the terms and conditions contained in the Agreement, when signed, and those contained in this response for proposal, the terms and conditions contained in the Agreement shall prevail.

### **Confidential Information**

- ❖ Confidential Information shall mean any proprietary information or material including any information concerning ITC Infotech, its customers, services or general business operations (including without limitation any discoveries, inventions, research, transactional profits, pricing and discount methods, employee lists, software source codes, programmer documentation, software algorithms, development testing, diagnostic techniques and/or customer lists.
- ❖ The Confidential Information shared with you in pursuance of this response for proposal shall be limited to your use solely in connection with evaluation of award of the project specified in the response for proposal.["the Purpose"]
- ❖ Confidential information shall not be disclosed, duplicated, used in whole or part other than for the Purpose. If pursuant to this response for proposal or otherwise, parties execute Agreements, you will have right to duplicate, use or disclose the Confidential Information to the extent provided in such Agreement.

- ❖ Upon Termination or completion of the Purpose, or on request by ITC Infotech you shall deliver to ITC Infotech any Confidential Information in your possession, which is capable of being delivered and shall not retain any copies of the same. You shall delete, erase, or otherwise destroy any Confidential Information contained in computer memory, magnetic, optical, laser, electronic, or other media in its possession or control, which is not capable of delivery to the other. You shall maintain the confidentiality of the Confidential Information and protect it from unauthorized access or use
- ❖ The obligation shall survive the completion of the Purpose or Termination for a period of one [1] year.

### **Intellectual Property**

- ❖ You do not acquire intellectual property rights in ITC Infotech property under the response for proposal and the Agreement will require you to comply with all applicable export control laws and regulations and agree that no information shall be used or exported in violation of such laws and regulations

### **Force Majeure**

- ❖ If the performance as specified in this response for proposal is prevented, restricted, delayed or interfered by reason of:
  - ✓ Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
  - ✓ War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
  - ✓ Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government;
  - ✓ Any other circumstances beyond the control of the party affected,
- ❖ then notwithstanding anything hereto contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so effected uses its best efforts to remove such cause or non-performance and when removed, the party shall continue the performance with utmost dispatch. Nothing contained in the foregoing shall affect your obligation to make timely and proper payments to ITC Infotech.

### **Termination**

- ❖ In case you accept the response for proposal within the validity period, you will proceed to execute Agreement with ITC Infotech. Either party shall be entitled to terminate the Agreement resulting from this response for proposal with immediate effect by written notices to the other, if the other:
  - ✓ Commits a breach of any of its obligations as agreed upon in mutual contract document and does not remedy such breach within Thirty (30) working days of being required by notice to do so;
  - ✓ Enters into liquidation (except for the purpose of solvent amalgamation or reconstruction) or disposes of a majority of its business, or has a receiver appointed or enters into any scheme or arrangement (or the like) with its creditors or commits an act of insolvency or bankruptcy;

❖ Effects of Termination:

- ✓ Subject to the sub-clause below, in the event of any termination due to breach of obligation on customer part with no remedy within 30 working days, ITC Infotech shall be entitled to receive the following payments:
  - Payments for all completed milestones for services rendered by ITC Infotech.
  - Payments for all work in progress. Such payments for work-in progress shall be made in terms of time and material since last completed milestone.
  - Payment for all ITC Infotech resources rendering services as per the work plan attached with this response for proposal for the customer for an additional 30 days after the termination of the arrangement. Such payments shall be calculated in terms of the rates for one person-month multiplied by the number of ITC Infotech resources working on the Project as per the work plan
- ✓ In the event that the aggregate of the payments to be made by the customer to ITC Infotech under the above 3 clauses is less than 50% of the total payments under the project, the customer shall pay ITC Infotech 50% of the total payments for the project.

- ❖ Disclaimer: No statement made by ITC Infotech in the response for proposal shall be construed as any representation or warranty on behalf of ITC Infotech including, but not limited to , implied warranties of fitness for a particular purpose or merchantability , representations or warranties as to performance of , product, or service availability, or any other representation or warranty. Such provisions shall only be in accordance with the Agreement.
- ❖ Interpretation: In the event of inconsistencies between the text in other sections of ITC Infotech Response for proposal and the text of this section, the text of this section best clarifies ITC Infotech's position and shall govern ITC Infotech's entire response for proposal.
- ❖ Jurisdiction: Any dispute under these terms shall be subject to Indian laws and you agree to be subjected to exclusive jurisdiction of courts of Bangalore, India.

## 7. APPENDIX A: PROJECT CHANGE CONTROL PROCEDURE

All changes requested in the middle of a life cycle stage of a project will adhere to the Change Control mechanism followed at ITC Infotech or as agreed upon between Converse & ITC Infotech. This mechanism also applies to any change to the engagement scope and assumptions. The procedure can be tuned to suit client's needs.

The change control technique discussed below is applicable to application development and maintenance activities. A change management process is laid down as part of the organizational Quality Management System (QMS).

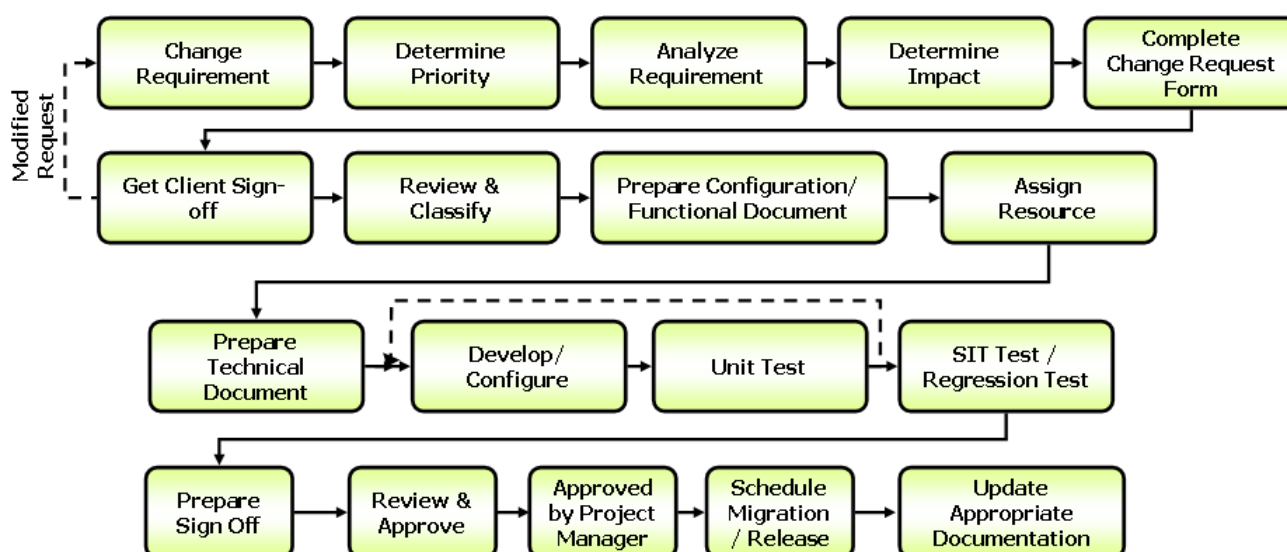
Approval of the change depends on the type of change i.e. minor / major:

- ❖ If the change requested is minor, it can be approved by the Change Control Board (CCB). Changes will be implemented by the development / maintenance team. Minor change requests may or may not have impact on pricing.
- ❖ Major change requests have impact on pricing. If the change is major, Converse Application Owner must approve it. On obtaining the approval a Change Order (CO) is issued by the CCB. The project team implements the necessary changes.

Resources, that are typically part of the Composition of Change Control Board (CCB) for a project, are:

- ❖ ITC Infotech Delivery Manager
- ❖ ITC Infotech Project Manager
- ❖ Client Project Manager / Application Owner

Below is the diagrammatic representation of the typical Change Control mechanism followed by ITC Infotech in an application development environment:



The types of project change requests that are typically handled by ITC Infotech project teams are described in the table below:

<b>Minor Changes</b>	<ul style="list-style-type: none"> <li>❖ There is no impact on schedule of the project deliverable</li> <li>❖ Cost impact is within allowed limit which is approved by the management (when the project was initiated)</li> <li>❖ Changes are few and mostly local to the modules.</li> </ul>
<b>Changes before the Operational Baseline</b>	<ul style="list-style-type: none"> <li>❖ Changes, before the Operational Baseline is established, are done using the Change Register, maintained by the project team.</li> <li>❖ Proposed Changes are recorded in the Change Register. The changes are made to the corresponding documents before the next phase starts.</li> </ul>
<b>Minor Changes before Baseline</b>	<ul style="list-style-type: none"> <li>❖ Changes have to be approved by the Project Manager and are taken care of by the development team.</li> <li>❖ The approved and completed changes are recorded in the Change Register maintained by the project team.</li> </ul>
<b>Major Changes before Baseline</b>	<ul style="list-style-type: none"> <li>❖ Changes are recorded in the change register.</li> <li>❖ The change has to be approved by Converse Project Manager (PM). He / she must explicitly agree for impact on schedule and cost if any.</li> <li>❖ The project team implements the changes.</li> </ul>
<b>Changes after Operational Baseline</b>	<ul style="list-style-type: none"> <li>❖ The person proposing the change fills all change requests in the Change Request (CR) form.</li> <li>❖ A CCB is constituted to analyze the impact of changes on the software, associated documentation and hardware.</li> <li>❖ Size and composition of the CCB depend on the size and nature of the project.</li> <li>❖ If the CCB approves the change, a Change Order (CO) is released for each of the software configuration items affected by the change.</li> </ul>

ACE Designers Ltd.

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Director-IT

Date: \_\_\_\_\_

ITC-INFOTECH (I) LTD

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_