

CONTENT PROVIDER AGREEMENT

This Agreement ("Agreement") is made and entered into as of the 20/5/2019 (the "Effective Date") between Tata Consultancy Services Limited with its corporate office at TCS House, Raveline Street, Fort, Mumbai – 400001, India ("TCS") and the entity named in the signature block below (more specifically described in Appendix A) (hereinafter referred to as "Content Provider")

WHEREAS, TCS among other business, is in the business of developing, constructing, licensing, updating, enhancing, implementing, maintaining, supporting and marketing IT systems to its clients/customers.

AND WHEREAS the Content Provider has further represented that it is not prevented from entering into this Agreement and performing his obligations hereunder by any law or contract.

AND WHEREAS TCS will distribute the Contents (defined below) to its customers that is provided to TCS by Content Provider who owns or otherwise obtained rights to such Content.

AND WHEREAS Content Provider grants TCS a right to use, copy, install, display and distribute and/or otherwise make available the Content subject to the terms and conditions of this Agreement on the Platform only.

AND WHEREAS TCS provides Content Provider with access to customers through its platform (herein called the 'Platform') through which the Content Provider may achieve a wider distribution of its Content and TCS may provide a more complete set of Content to its customers.

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, it is agreed by and between TCS and Content Provider as follows:

1. Definitions

For the purposes of this Agreement the following capitalised terms have the meanings ascribed to below:

"Confidential Information" shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed for the Disclosing Party as a result of this Agreement.

"Content Provider" means an individual or organisation on whose behalf this Agreement is accepted and who owns Content or otherwise obtained rights to such content which is submitted to and distributed by TCS pursuant to this Agreement.

"Platform" means the iON Digital Learning HUB platform, which is a TCS proprietary content platform that includes one or more online sites and/or software applications created and/or maintained by or for the benefit of TCS for the distribution and/or sale of Content aggregated from multiple content sources.

"Content" means individually or collectively eBooks, audio, video, photos, text, ads, services, technology, data, course contents, e-learning services and other digital materials that Content Provider submits to TCS for distribution.

"Course" means the combination of Content with a learning objective and learning outcome for the End User. This may include training to be provided by the instructors in the physical class room or in a virtual class room environment.

"Paid Content" means Content available for a payment through the Platform.

"Free Content" means Content available through Platform free of charge.

"End User" means an individual or entity that accesses Content on the Platform for its own use and not for distribution or resale. End User and Learner shall be from India only.

"Download" means the transfer of a file (e.g., containing Content) from the Platform to a device owned and/or operated by an End User.

"Gross Revenue" means gross monetary revenue received by TCS for items of Content licensed to, purchased by, downloaded by, or installed by End User from the Platform.

"Net Revenue" means Gross Revenue REDUCED BY Transaction Fees.



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"Transaction Fees" means (a) transactional taxes paid by TCS specifically based on such sales, including, but not limiting to, value added tax, sales tax or other similar transactional taxes, (b) discounts, returns, charge backs, refunds (partial or full), and credits granted to End Users, (c) transaction fees such as credit card fees and operator and/or carrier billing fees, and (d) other fees or costs TCS is contractually required to pay to any third party arising out of the relationship between the Content Provider and TCS.

"Training Partner" means an intermediary empanelled by TCS on the Platform and appointed by the Content Provider to resell and provide training services to the End Users.

"Distributor" means an entity empanelled by TCS on the Platform and appointed by Content Provider to only resell Content to the End Users.

"Live class" is a means of delivery where, the instructor remotely connects with the End User and interacts with them real-time.

"Community" is a collaborative learning enabler mentored by an expert from the Content owner to enable structured and unstructured learning amongst the learners who have enrolled on the community.

2. Engagement

2.1 TCS shall provide the Platform in which the Content Provider will host and make Content available to the End Users in the manner and under the terms that shall be mutually agreed and set forth in a Scope Document individual to the Content Provider. Each Scope Document that may be executed by the Parties under this Agreement will be substantially in the form attached hereto as **Exhibit A**, referencing this Agreement.

2.2 TCS's mission is to provide universal access to the world's best contents. TCS believe strongly in preserving free speech and expression for the users of the Platform. TCS also want to make sure that all of the users of the Platform feel safe and comfortable while using Platform. TCS reserves the right at its sole discretion to remove, edit or otherwise suspend access to any Content, which fails the requirements of clause 3.a below.

2.3 Notwithstanding anything contrary contained in this Agreement, TCS is only providing the Platform as a base on which the Content Provider can host its Content for making it accessible to the End Users, who want to have access to and use the Content. All the services of providing the Content and or the courses to the prospective End Users shall be an engagement which will be directly between the Content Provider and the End Users for which the Content Provider can enter into a suitable agreement or understanding with the End User. TCS shall under no circumstances be a party to such engagement nor shall be liable for any act of omission or commission either of the End User or of the Content Provider.

3. Roles and Responsibilities



a. *Content Provider Responsibilities, Representations and Warranties:*

i. Ownership of Content: Content Provider warrants that all the Contents are not sourced from any publicly available source and are either owned by the Content Provider or legally obtained from the actual owner of such Content with all rights necessary to enable Content Provider to deliver Content to TCS and allow for distribution of such Content as specified by this Agreement. Further the Content Provider warrants that neither the Content nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments. Content Provider also warrants that the Content has not been published in paper or electronic form under a contract that would conflict with this Agreement.

I a): In the event of content IP being owned by TCS permanently or for a specific period, Content provider agrees to provide sufficient and timely maintenance support to ensure the content remains contemporary and updated. The detailed terms for such arrangement is mentioned in Exhibit A

ii. Content Non-Infringement: Content Provider warrants that Content does not infringe upon any patent, copyright, trademark rights, service mark right, trade secret right, moral right or any other intellectual property right belonging to any third party.

iii. Fairness: Content Provider warrants that the Content submitted by Content Provider are free from any conflict of thought with respect to the fairness, validity and technicality, plagiarism, misrepresentation of facts or breach of privacy;

iv. Updated Content: Content Provider agrees to provide timely updates to the Contents within a reasonable mutually agreed period of time of Content Provider updating the same item of Content on any other publicly visible content store, except in the case where the updated Content is applicable to only the other publicly visible content store.

v. Specification: Content Provider shall ensure that the Content is relevant, correct and in line with the requirements mentioned by TCS.

vi. No Malware: Content Provider warrants that all Content is free of all malware, viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots and other computer programming routines that are intended to damage, interfere with, intercept, or expropriate any system operations or data.

v. Spamming: Spams others. Do not share irrelevant or inappropriate advertising, promotional, or solicitation content.

vii. Content Validation: Before delivering any Content to TCS, Content Provider shall first test the Content to ensure that it is free of defects.



viii. Prohibited Materials: Content Provider warrants that Content does not include any material that is pornographic, profane, obscene, abusive, harassing, threatening, libellous, defamatory, fraudulent, misleading, illegal, harassing, abusive, threatening, harmful, obscene, profane, sexually orientated, racially offensive directed at private individuals or creates a genuine risk of physical injury or property damage, credibly threatens people or public safety, or organizes or encourages harm.

ix. Description of Content: Content Provider warrants that all descriptions, tags, categories and images related to Content submitted to TCS by Content Provider to describe or categorise Content, are as far as Content Provider can reasonably determine, accurate and not misleading and all representations about the Content are accurate and complete.

x. Record Keeping: During the term of this Agreement and for three (3) years thereafter, Content Provider agrees to keep documents, including but not limited to digital files of the Content, copies of proper licenses held by Content Provider which allow Content Provider to grant a license to TCS as per this Agreement.

xi. Use of the Platform: Content Provider shall ensure that all items or information entered by Content Provider into TCS's Platform, including contact information, mailing address, payment instructions, tax information and product descriptions are accurate. Content Provider shall not use the Platform for any illegal or malicious purpose or in any manner that is not consistent with their intended use.

xii. Taxes and duties: The liability to pay all applicable taxes and duties from End User & payment to Tax Authorities shall be with Content Provider. Content Provider shall be responsible for filling quarterly tax returns as per the statute.

xiii. Digital Signature: The Content Provider shall own a digital signature and authorize TCS to use such digital signature for creation of Invoice on behalf of Content Provider. TCS shall ensure that the Digital Signature shall be used only for the purpose of this Agreement.

xi. Acts and Omissions of Training Partner and Distributor: The Content Provider would be responsible for all the acts and omissions of Training Partner and/or Distributor appointed by them in relation to their Content.

b. TCS Responsibilities:

i. Content Distribution: TCS agrees to publish for distribution and/or sale in the Platform, the Content and catalog listings, if any, provided by Content Provider to TCS per Section 2.

ii. Record Keeping: TCS agrees to track and keep records of all purchases, downloads and installation of Content (or upgrades of such Content) by each End User. The tracking and keeping of such records shall be subject to commercially reasonable measures.



c. Mutual Representations and Warranties

Both the parties represents and warrants that it has full right and power to enter into and perform this Agreement without the consent of any third party.

4. Payment

4.1 Payment:

Fees shall be split in accordance with the payment understanding in Exhibit A at the Commercials section. On successful purchase of Content from the Platform, Content Provider shall raise an invoice on the Distributor / End User using TCS Platform. TCS Platform shall raise on invoice on the Content Provider for TCS share including Payment Gateway Charges. Distributor share shall be defined by the Content Provider on the Platform and Distributor share shall never exceed the Content Provider share. In case of offline payment, all payments needs to be made within 15 days of the receipt of invoice by the Content Provider. Without prejudice to any other rights and remedies available to TCS under this Agreement or under law, any payment remaining unpaid after the payment period shall be treated as debt owed by Content Provider to TCS and TCS shall be entitled to recover it as a debt as aforesaid, with an interest of 2% per month for every month of default, from Content calculated from the date the payment became due until it is realised in full with interest. TCS shall also be entitled to withhold provision of services till such time all such invoices are paid by the Content Provider.

The fees payable by Content Provider (TCS share) to TCS under this Agreement is inclusive of GST. If any and all such sales tax, service tax or any other tax, levy or duty, by whatever name called without any limitation, is attracted to this transaction, then, TCS shall be reimbursed of the payment so made, if required to be made so by TCS and provide TCS with evidence or certificate of payment of such tax to the taxing authorities. In case the Content Provider fails to provide any certificate, TCS shall have the right to withhold further payments.

4.2 Withholding Taxes.

Payments will be reduced by the amounts of tax, if any, that Content Provider is required to withhold by the tax laws or any other taxing authority, and amounts withheld, if any, will be paid by the Content Provider to the appropriate taxing authority. Content Provider is solely responsible for providing TDS Certificates to TCS and any other information.

5. Support

Each of TCS and Content Provider shall cooperate with one another and shall provide support for any issues related to the downloading of Content or billing issues including, but not limited to install, download, credits, refunds and purchasing. TCS agrees to pass End User purchasing information to Content Provider using an agreed-upon method and format in order to enable the Content Provider to support the End User. Content



Provider shall be solely responsible for End User support related to Content. The level of such support should be in accordance with Content Provider's policies then in effect. Content Provider shall provide TCS and make available to End Users, bug fixes, upgrades and enhancements (as may be applicable) immediately upon their release.

6. Intellectual Property Rights

6.1 Ownership and Retention of Rights

Except as expressly stated herein or otherwise necessary to effect the express terms hereof, nothing in this Agreement shall be construed to constitute a license or grant of any patent, copyright, trade secret, trade name, trademark (whether registered or unregistered) or any other right of either party to the other.

6.2. TCS Marks and TCS Proprietary Material

Content Provider hereby acknowledges and agrees that the trademarks, service marks, logos, commercial markings and trade names identifying or used in connection with the TCS Platform, or the business of TCS, whether or not registered (collectively the "TCS Marks"), are the sole property of TCS. Further, all rights, title and interests in and to the Platform, any TCS application system and any other material used by TCS for the operation and running of the Platform including the access of the Platform by the End Users shall exclusively belong to TCS or its licensors ("TCS Proprietary Material"). Any and all intellectual property rights with respect to the TCS Marks and TCS Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and the Content Provider shall not be entitled to claim any rights therein.

For the purpose of clarity TCS Proprietary Material includes all contents (other than the Contents of the Content Provider) uploaded by TCS into the Platform.

6.3 Use of the Platform

Content Provider's use of the Platform shall be subject to the Terms of Use annexed herein as Exhibit C.

6.4 Content Provider Marks

TCS hereby acknowledges and agrees that the trademarks, service marks, logos, commercial markings and trade names identifying or used in connection with the business of Content Provider, whether or not registered (collectively the "Content Provider Marks"), are the sole property of Content Provider. Content Provider agrees that TCS shall have the right to list Content Provider's name in its marketing material. Use of the Content Provider's logo will be subject to agreement from the Content provider for each new iteration of use.



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7. Payment Gateway (PG):

TCS will integrate the Platform with a payment gateway provider and set up the TCS account for receipt of payment from the End Users. Content Provider will also be required to register themselves with the payment gateway provider directly and set up their respective accounts. The Content Provider's accounts will be directly credited with the value post deduction of Net Revenue as per the Commercials mentioned in Annexure A minus the related PG charges, and applicable taxes. Content Provider's use of such payment gateway shall be subject to the terms and conditions as annexed herein as Exhibit D. In addition any other terms and conditions as may be provided by the payment gateway provider while the Content Provider registers with such payment gateway provider shall apply. TCS has the right to change or review the payment gateway provider as deemed necessary.

8. Term and Termination

8.1 Term

8.1 This Agreement is valid from Effective date of this Agreement for 3 years ('Term'). The term of this Agreement may be extended by either party in writing as may be mutually agreed. It shall continue in full force and effect for the Term until terminated or superseded by a changed version as provided herein.

8.2 Termination

Either Party may terminate this Agreement with or without cause by delivering notice to the other Party at least thirty (30) days prior to the effective date of termination. Either Party may also terminate this Agreement upon a material breach of this Agreement, provided such material breach is not remedied within sixty (60) days of written notice by the other party.

8.3 Effect of Termination

Upon termination of this Agreement, TCS shall (i) discontinue display and distribution of the Content Provider's Content on the Platform, except that TCS shall have the right, but not an obligation to retain versions of the Content and to provide such Content and applicable registration codes, if any, to End Users who previously obtained such Content from TCS's Platform or retain the Content for the purpose of the conclusion of the course by the End User if any for which the respective End User has paid applicable payments for the same; and (ii) disable any links and/or feeds that facilitate access to the Content from the Platform for the Content Provider.

8.4 Data Related to Content Provider

Direct Data of Content Provider: Direct Data of Content Provider shall mean the data created on the Platform which are moderated by Content Provider or related to Content Provider courses. TCS shall hand over all such Direct Data of Content Provider in CSV / XLS format either on expiry or on termination of the Agreement.

Non Direct Data of Content Provider: Non Direct Data of Content Provider shall mean data created on the



Platform which are moderated by TCS. Content Provider shall have the right to access Non Direct Data of Content Provider till the last day of the Agreement.

TCS shall have the right to maintain data relevant to courses which are already sold to users in order to provide access and support to the users. No new courses shall be sold after the Agreement has expired or has been terminated.

9. WARRANTY DISCLAIMERS BY TCS:

TCS DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, COVENANTS REGARDING THE AVAILABILITY OF WEBSITE, PLATFORM, SERVICE OR THE CONTENT, NOR DOES IT MAKE, EXPRESS OR IMPLIED warranty AS TO THE PERFORMANCE OF WEBSITE, PLATFORM OR SERVICE INCLUDING WITHOUT LIMITATION, ANY SOFTWARE RELATED THERETO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY EXCLUDED. CONTENT PROVIDER ACKNOWLEDGES THAT TCS MAKES NO WARRANTY THAT ITS WEBSITE, PLATFORM, APPLICABLE PROGRAMMING INTERFACES, OR ANY OTHER TCS SERVICES WILL BE ACCESSIBLE WITHOUT INTERRUPTION OR WILL MEET THE EXPECTATIONS OR REQUIREMENTS OF THE CONTENT PROVIDER.

THE SERVICES, THE PLATFORM AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS". YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SAME IS AT YOUR OWN RISK.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TCS SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM: (A) ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES OR THE PLATFORM; (B) ANY CONDUCT OR CONTENT OF ANY PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT OR INFORMATION.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND TCS, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS FOR TCS TO MAKE THE PLATFORM AND the SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE RATES.

10. Indemnification:

Content Provider shall indemnify, defend and hold harmless TCS and or affiliates, and their officers, directors, shareholders, controlling persons, employees and agents from and against any and all liabilities, suits, losses, damages, judgments and expenses (including reasonable attorney fees and court costs) arising directly or indirectly out of any breach or alleged breach of any representation or warranty of Content Provider set forth in this Agreement. TCS shall notify Content Provider if TCS becomes aware of any claim subject to indemnification.



TCS shall allow Content Provider to control the defense against such claims provided that Content Provider uses counsel reasonably acceptable to TCS to defend each claim. TCS shall retain the rights to participate in the defense and to take action to prevent a default judgment against it. TCS shall have the right to withhold from any payments due Content Provider under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Content Provider's obligations under this clause.

11. Limitation of Liability:

11.1 The total cumulative liability of TCS arising from or relating to this Agreement shall not exceed the total amount payable by Content Provider to TCS under the applicable Scope Document during the twelve month period immediately preceding the event that gives rise to such liability (as of the date the liability arose).

11.2 In no event shall either party be liable for any indirect, incidental, consequential, special, punitive or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, whether in contract, tort or other theories of law nor for any reliance or cover damages howsoever arising even if such party was advised about the possibility of the same.

12. Confidential Information:

12.1 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 unauthorised 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 authorise 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 12.

12.2 The provisions of this Clause 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.

13. Change Request: Any changes to this Agreement shall be in the form of change order ("Change Request") as attached in Exhibit E and shall be signed by both Parties.

14. Notices:

All notices, requests, demands and other communications under this Agreement or in connection herewith shall be given to or made upon the respective Parties as follows:

To TCS : Tata Consultancy Services Limited

TCS House, Raveline Street, 21 D S Marg, Fort, Mumbai 400 001, India

To Content Provider : International Management Institute Bhubaneswar

IDCO Plot #1, Gothapatna, Malipada, BHUBANESWAR-751003, Odisha, India

or to such other person or addresses as any of the Parties shall have notified to the other Party. All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram. Apart from sending a notice to TCS at the specified address above, a copy of the Notice by the Content Provider shall also be sent to:, Tata Consultancy Services Limited, Deputy General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, 21 DS Marg, Fort, Mumbai, 400 001, (India)

15. Assignment:

Content Provider may not assign this Agreement without the prior written consent of TCS; except that it may be assigned to the acquiring party in connection with the merger or sale of all or substantially all of Content Provider's assets, including Content Provider's rights in the Content, provided that the acquiring party notifies TCS in writing that it agrees to assume Content Provider's obligations under this Agreement.

16. Relationship of the Parties:

This Agreement does not create a partnership, joint venture, agency relationship or business combination



between parties and neither party shall be obligated by any agreement, representation or warranty given by the other party unrelated to this Agreement. Content Provider, its employees, representatives, consultants ("Content Provider Personnel") will not be entitled to any of the benefits which TCS may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Content Provider will be solely responsible for all tax returns and payments required to be filed with or made to any tax authority with respect to Content Provider's and Content Provider's personnel's performance of services including its receipt of fees under this Agreement. This Agreement is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party and all persons performing work on behalf of the Content Provider shall be engaged by the Content Provider and subject to the Content Provider's direction and control and not the employees of TCS or subject to the TCS's direction and control. Content Provider agrees to accept exclusive liability for complying with all applicable laws and regulations including obligations such as payment of wages, holiday pay, bonuses, commission costs, taxes, social security, disability and other contributions and all other liabilities and contributions. Content Provider hereby agrees to indemnify and defend TCS against any and all such taxes or contributions, including penalties and interest.

17. Governing Law and Dispute Resolution:

This Agreement will be governed and construed in accordance with the laws of India and the competent court of India shall have exclusive authority over any matter in connection with this Agreement. The parties agree that should any dispute under this Agreement arise between them, every effort shall be made by the appropriate management of the respective party to resolve such dispute in good faith. If such dispute is not resolved within 14 days, 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 shall be held in Mumbai. The Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on both the parties. The costs of the arbitration shall be equally shared between the parties, unless it is specifically provided for otherwise in the arbitration award. To the fullest extent permitted by law, each Party hereby irrevocably waive its right to demand a jury trial in any action under or relating to this Agreement.

18. Entire Agreement.

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties. In the event of any conflict between this Agreement and a Scope Document, the Scope Document



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shall hold precedence, but only with respect to the subject matter set forth herein.

19. Non Exclusive Arrangement:

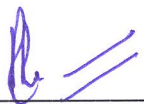
The Content Provider acknowledges that the engagement by TCS under this Agreement shall be on a non-exclusive basis and TCS shall be free at all times to enter into similar agreement with any other content providers, either existing or future.

20. TATA code of conduct:

Exhibit B contains abstract of the TATA code of Conduct. Content Provider agrees to make good faith efforts to notify TCS 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 authorised representatives as of the Effective Date.

**International Management Institute
Bhubaneswar ("Content Provider")**

By:  _____

Name: Prof Ramesh Behl

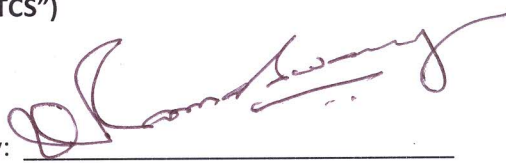
Title: Director

Date:- 20/5/2019

**Director
International Management Institute
Bhubaneswar**



**Tata Consultancy Services Limited
("TCS")**

By:  _____

Name: Venguswamy Ramaswamy
Global Head - Small and Medium Business

Title: _____

Date:- 23/04/2019



Appendix A
Details of the Content Provider

<u>Registered Name of the Organization</u>	<u>Registered office address</u>	<u>Country of Incorporation & TAN Number</u>	<u>Details of Contact Person</u>
International Management Institute Bhubaneswar	IDCO Plot #1, Gothapatna, Malipada, BHUBANESWAR- 751003, Odisha, India	INDIA BBNI00881G	Name: Dr Manit Mishra Designation: Associate Professor (Marketing & QT) Contact # 8328980517 Email: manit.mishra@imibh.edu.in



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A handwritten signature in blue ink, consisting of a stylized 'M' followed by a horizontal stroke.

Exhibit A
SCOPE DOCUMENT

This Scope Document is executed pursuant to the Content Provider Agreement dated as 20/5/2019 executed by the undersigned (the "Agreement"), and shall be deemed to be a part thereof.

1. Based on the Platform requirement and eligibility, TCS will evaluate suitable e-learning content provided by the Content Provider from time-to-time to be hosted on the Platform
2. The current list of content is appended in the "Commercial" Section. This however is dynamic in nature and will undergo revision from time to time. A copy of current list is to be maintained by the content provider at all time.
3. For the content approved for hosting, details on the revenue model are appended in the "Commercials" section below.
4. Any End User complaints /suggestions arising out of the usage of Content Provider's Content will be routed to the Content Provider by TCS and the Content Provider shall provide prompt and speedy response for resolution of such complaint the duration of which shall not exceed 3 business days from the time of lodging the complaint.
5. Content Provider hereby agrees to nominate a SPOC (Single Point of Contact) for resolving day-to-day operational issues and further agrees to share an escalation matrix to ensure smooth operations.
6. Both the parties agree to nominate a designated correspondent whom shall be contacted in writing, in case there arises issues which remain unresolved in the normal course of transactions.
7. TCS may agree to empanel a Training Partner by entering into an agreement with such Training Partner who shall also be a Distributor. Training Partner shall have the right to sell the Content as well as deliver courses (both online and offline through classroom teaching) in relation to such Content. Training Partner can purchase the Content subscription from Content Provider on the Platform at a discounted price decided by Content Provider and sell the same on the Platform at a price not more than the specified maximum retail price provided for such Content.
8. TCS may agree to empanel a Distributor by entering into an agreement with such Distributor. Distributor can purchase the Content subscription from the Content Provider on the Platform at a discounted price decided by the Content Provider and sell the same on the Platform at a price not more than the maximum retail price provided for such Content.
9. TCS may organise third party service providers, including but not limited to virtual class room (Live class), subject matter experts, instructors etc. Content provider can also nominate subject matter



experts, instructors etc to moderate a community. Content provider will enter into direct engagement with these service providers as necessary and shall directly pay the service providers for the services availed thereof. TCS will not be liable for disruptions or discontinuance in the services and any possible ramifications thereof.

10. Content provider agrees not to sell either directly or through its partners, the content made available on Platform at a lesser price to individual end user without written acknowledgement from TCS.
11. For the purpose of calculating fees to be charged by TCS to the Content Provider, any Content sold by the Content Provider through Training Partners, Distributor or Content Provider's Reseller shall be considered to be sold by the Content Provider itself.
12. TCS shall have the right to utilize 5 content free of cost for non-commercial usage.
13. For Content IP owned by TCS, Content provider agrees to provide timely and sufficient support to ensure content remains contemporary and error-free. Content Provider further agrees to respond to TCS's request for content support services within 2 business days and for Content updation services within 10 business days. Any delay expected in these to be promptly notified and concurrence taken from TCS.
14. Wherever the content is delivered in blended format, Content Provider agrees to provide Faculty Development support by providing a free login to the faculty, limited doubt clearing sessions, assessment etc.

15. Commercial:

a. Fees:

TCS shall charge the following fees to the Content Provider:

Sl No	Mode of Delivery	TCS Share %)	Content Provider's Share (%)
1	Digital + Live Class	30	70

b. Payment:

On successful purchase of Content from the Platform, Content Provider shall raise an invoice on the Distributor / End User using TCS Platform. TCS Platform shall raise an invoice on the Content Provider for TCS share including Payment Gateway Charges. Distributor share shall be defined by the Content Provider on the Platform and Distributor share shall never exceed the Content Provider share. In case of offline payment, all payments need to be made within 15 days of the receipt of invoice by the Content Provider. Without prejudice to any other rights and remedies available to TCS under this Agreement or under law, any payment remaining unpaid after the payment period shall be treated as debt owed by Content Provider to TCS and TCS shall be entitled to recover it as a debt as aforesaid, with an interest of 2% per month for every month of default, from Content calculated from the date the payment became due until it is realized in full with interest. TCS shall also be entitled to withhold provision of services till such time all such invoices are paid by the Content Provider.



The fees payable by Content Provider (TCS share) to TCS under this Agreement is inclusive of GST. If any and all such sales tax, service tax or any other tax, levy or duty, by whatever name called without any limitation, is attracted to this transaction, then, TCS shall be reimbursed of the payment so made, if required to be made so by TCS and provide TCS with evidence or certificate of payment of such tax to the taxing authorities. In case the Content Provider fails to provide any certificate, TCS shall have the right to withhold further payments.

c. Billing:

- All fees are in INR and inclusive of GST.
- Content Provider shall pay One time set-up fees of Rs. 50,000 /- per course. Waived off
- Content Provider shall pay hosting fees of Rs. 1,00,000 (plus applicable taxes) per course/year: Waived off for agreement tenure
- Course Fees inclusive of all applicable taxes shall be shared by the Content Provider
- End User shall pay the Course Fees and the Course Fees shall be split into two parts i.e. TCS share and Content Provider's share
- TCS share shall be 30% and Content Provider's share shall be 70%. This sharing of revenue shall only for the online components of the Content.
- In consideration of the Payment Gateway Services, the Content Provider shall pay to TCS Payment Gateway charges @ 2% of the transaction amount.

d. Final settlement will take place after the specified refund period. Program specific refund policies would be explicitly mentioned in the respective Program-Microsite on www.learning.tcsionhub.in

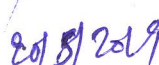
IN WITNESS WHEREOF, the parties have executed this Exhibit A by their undersigned, duly authorised officers on the date first above written:

International Management Institute Bhubaneswar
("Content Provider")

BY: 

NAME: Prof. Ramesh Behl

TITLE: Director


Director
International Management Institute
Bhubaneswar



Tata Consultancy Services Limited
("TCS")

BY:  23/04/2019

NAME: Venguswamy Ramaswamy
Global Head - Small and Medium Business

TITLE: _____



EXHIBIT B

Relevant text from the TATA Code of Conduct

GIFTS AND DONATIONS

A TATA Company and its employees shall neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits which are intended to or perceived to obtain business or uncompetitive the for the conduct of its business. However, a TATA Company and its employees may accept and offer nominal gifts, which are customarily given and are of commemorative nature for special events

GOVERNMENT AGENCIES

A TATA Company and its employees shall not offer or give any company funds or property as donation to any government agencies or their representatives, directly or through intermediaries, in order to obtain any favourable performance of official duties.

THIRD PARTY REPRESENTATION

Parties which have business dealings with the TATA Group but are not members of the Group such as consultants, agents, sales representatives, distributors, Suppliers, suppliers, etc. shall not be authorised to represent a TATA Company if their business conduct and ethics are known to be inconsistent with the Code.

ETHICAL CONDUCT

Every employee of a TATA Company, which shall include Whole-time Directors and the Managing Director, shall deal on behalf of the Company with professionalism, honesty, integrity as well as high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be as such by third parties.

Every employee shall be responsible for the implementation of and compliance with the Code in his professional environment. Failure to adhere to the Code could attract the most severe consequences including termination of employment.

REGULATORY COMPLIANCE

Every employee of a TATA Company shall, in his business conduct, comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which he operates. If the ethical and professional standards set out in the applicable laws and regulations are below that of the Code then the standards of the Code shall prevail.

CONCURRENT EMPLOYMENT

An employee of a TATA Company shall not, without the prior approval of the Managing Director of the Company, accept employment or a position of responsibility (such as a consultant or a director) with any other company, nor provide "free-lance" services to anyone. In the case of a Whole-time Director or the Managing Director such prior approval must be obtained from the Board of Directors of the company.

CONFLICT OF INTEREST

An employee of a TATA Company shall not engage in any business, relationship or activity, which might detrimentally conflict with the interest of his Company or the Group. A conflict of interest, actual or potential, may arise where, directly or indirectly, (a) an employee of a TATA Company engages in a business, relationship or activity with anyone who is party to a transaction with his Company, (b) an employee is in a position to derive a personal benefit or a benefit to any of his relatives by making or influencing decisions relating to any transaction, and (c) an independent judgment of the Company's or Group's best interest cannot be exercised.

REPORTING CONCERNS

An employee of a TATA Company shall promptly report to the management any actual or possible violation of the Code or an event he becomes aware of that could affect the business or reputation of his or any other TATA company.



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EXHIBIT C

Terms of Use

1. Introduction

iON Digital HUB platform is a content product market place powered by the TCS iON technology platforms. TCS offers its technology platform to publishers of content ("Content Providers") to publish their content offerings or products on the platform. These products can be accessed by 'authorized distributors' for subscription distribution to end users. These products can also be subscribed to directly by the end user. These Terms of Use ("Terms") govern use of TCS's iON Digital Hub platform, related website, apps, and other products and services ("Services"). As the Services includes software that will be accessed, you agree that we may automatically update this software, and that these Terms will apply to such updates. Please read these Terms carefully, and contact us if you have any questions. By using our Services, you agree to be bound by these Terms, including the policies referenced in these Terms.

2. Using iON Digital HUB platform

Who May Use our Services.

You may use our Services only if you are in compliance with these Terms and all applicable laws. When you are registered as a 'Content Provider' on the iON Digital Hub platform, and subsequently when you use certain features, you must provide us with accurate and complete information, and you agree to update your information to keep it accurate and complete. You understand that through your use of Services you consent to the collection, use, storage and processing of the above information by TCS and its affiliate.

3. Usage Rights and Restrictions

Usage rights.

(i) Subject to the terms and conditions set forth in these Terms (including the Acceptable Use Policy), effective upon TCS permitting access to you of the Services platform through any means, TCS hereby grants to you the right to use as specifically permitted under these Terms. The forgoing does not (a) permit use of the Services for any purpose other than as permitted under these Terms, or (b) permit use of the Services to any person other than you and your authorized users. Any extension or change of the contractual use of the Services requires TCS' prior written consent and authorization.

(ii) The usage rights granted herein and the provisions of these Terms do not grant or convey to you any ownership rights and interest or title in or to the Services any Intellectual Property Rights ("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) therein nor do they permit you to make derivative works or to make copies of the Services.

You acknowledge and agree that TCS does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the Services, 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 you. Nothing contained herein shall be construed as a transfer, assignment or conveyance by TCS to you of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the Services or any enhancements, upgrades or derivative works thereof.

Proprietary and Confidentiality Markings or Notices.

You shall not or permit 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 Services or components



thereof provided to you hereunder. You 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 Services or any part thereof including the documentation relating to Services.

Restrictions on use.

You represent and warrant that you will not:

- Do anything that violates local, state, national or international law or breaches any of your contractual obligations or fiduciary duties or prejudices any judicial proceedings.
- Share your password, let anyone access your account, or do anything that might put your account at risk.
- Attempt to access any other user's account or impersonate other users or falsely claim to represent a person or organisation.
- sell, license, sublicense, distribute, assign, transfer, distribute, timeshare, misuse or otherwise grant any right under these Terms to any third party. 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.
- reverse engineer, disassemble, de-compile, recreate, enhance or modify the Services or any part thereof or to create enhancements to or derivative works of the Services or any portions thereof
- Access, tamper with, or use non-public areas of our systems, unless specifically authorized to do so.
- Break or circumvent our authentication or security measures or otherwise test the vulnerability of our systems or networks, unless specifically authorized to do so.
- Try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing.
- Use our Services to distribute malware.
- Impersonate or misrepresent your affiliation with any person or entity.
- Encourage or help anyone do any of the things on this list, post comments in languages other than English
- Use an inappropriate user name (vulgar, offensive etc.).
- Submit comments or choose user names that contain personal information that would identify yourself or others.

Trademarks.

You will have no rights in any trademarks or service marks or trade names adopted by the TCS and/or its licensors for the Services or any part thereof.

Breach.

Should the Services be used beyond the use rights, TCS shall be immediately entitled to terminate the use rights granted hereunder in respect of such Services, without prejudice to any other rights or remedies TCS may have under these Terms or otherwise.

Your Content

User Content

The Services enable you to share your content, such as homework, quizzes, exams, projects, and other assignments you



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A handwritten signature in blue ink, appearing to be "S".

submit, posts you make in the forums, and the like ("User Content"), with course instructors, and/or other users. You retain all intellectual property rights in, and are responsible for, the User Content you share.

How TCS and Others May Use User Content

To the extent that you provide User Content, you grant TCS a royalty-free, perpetual, sub licensable, non-exclusive, worldwide license to copy, distribute, publicly perform, publicly display, and otherwise use the User Content. This license includes granting TCS the right to authorize participating institutions to use User Content. Nothing in these Terms shall restrict other legal rights TCS may have to User Content, for example under other licenses. We reserve the right to remove User Content for any reason, including User Content that we believe violates these Terms.

Feedback

We welcome your suggestions, ideas, comments, and other feedback regarding the Services ("Feedback"). By submitting any Feedback, you assign us the all the intellectual property rights in such Feedback without any restriction or any compensation to you. By accepting your Feedback, TCS does not waive any rights to use similar or related Feedback previously known to TCS, developed by its employees or contractors, or obtained from other sources.

Security

We care about the security of our users. While we work to protect the security of your account and related information, TCS cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account by emailing ion.servicedesk@tcs.com

4. Third Party Content

Through the Services, you will have the ability to access and/or use content provided by instructors, other users, and/or other third parties and links to websites and services maintained by third parties. TCS cannot guarantee that such third party content, in the Services or elsewhere, will be free of material you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein. TCS disclaims any responsibility or liability related to your access or use of such third party content.

5. Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functions, features, or requirements, and we may suspend or stop a Service altogether. Accordingly, TCS may terminate your use of any Service for any reason

6. Indemnification

You agree to indemnify, defend, and hold harmless TCS from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) your use or attempted use of the Services in violation of these Terms; (b) your violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

7. General Terms

Revisions to the Terms

We reserve the right to revise the Terms at our sole discretion at any time. Any revisions to the Terms will be effective immediately upon posting by us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes. In all cases, your continued use of the Services after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms.

Severability; Waiver



If it turns out that a particular provision of these Terms is not enforceable, this will not affect any other terms. If you do not comply with these Terms, and we do not take immediate action, this does not indicate that we relinquish any rights that we may have (such as taking action in the future).

Conflict

In the event of any conflict between the provisions of these Terms and those in the Agreement, notwithstanding any contrary provision anywhere else, you agree and acknowledge that the provision of these Terms will prevail with respect to the iHub platform.



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A handwritten signature in blue ink, consisting of a stylized 'J' followed by a flourish.

Exhibit D:

As a Content Provider to the Platform the Content Provider agrees to comply with the following terms of this Exhibit while accessing the payment gateway solution of the Payment Gateway (as defined below):

Payment Gateway Aggregator engaged in the business of offering payment gateway solutions ("**Payment Gateway**") which include electronic bill presentment / payment and accepting instructions through the internet in respect of payments to be made by the End Users for various products and services, enabling Content Provider and TCS to split transactions and pay its End Users through Payment Gateway platform.

Payment Gateway has entered into agreements with various banks, nodal bank, financial institutions and various software providers who are in the business of providing information technology services, including but not limited to, internet based electronic commerce, internet payment gateway and electronic software distribution services to enable use of internet payment gateways developed by them to route internet based credit/charge/debit/prepaid/cash card Transactions (hereinafter referred to as the "**Acquiring Banks**") to offer various facilities through the internet, including net banking facilities and providing authorization (from third party clearing house networks) upon fulfilment of valid criteria as set forth by the Acquiring Banks and settlement facilities in respect of payment instructions initiated by the End Users on certain Content Provider(s) websites using online banking accounts. These facilities will be hereinafter referred to as the "**Acquiring Bank's Services**"

TCS has agreed to obtain the services from Payment Gateway in accordance with the terms of the Agreement signed between Payment Gateway and TCS, whereby Payment Gateway shall create linkage within the Website of TCS to enable online payments on the Websites by the End Users and / or will facilitate split of the payment between Content Providers and TCS through Payment Gateway' payment platform as per the instructions of TCS.

Content Provider shall ensure that they will share all KYC documents as per the requirement of Payment Gateway Aggregator. TCS shall be the single point of contact and Payment Gateway at any point of time only for purposes of operations.

Content Provider shall maintain adequate documentation, records, with respect to such KYC documents. These KYC documents would be shared with Payment Gateway and Payment Gateway can provide such records to Acquiring Bank as and when requested. Content Provider acknowledges that the Customer Charge received by Payment Gateway for a particular Transaction(s), maybe withheld until such time the dispute/issue in relation to such Transaction(s) is resolved as per Payment Gateway and/or the Acquiring Bank, in the following scenarios:

- (a) Acquiring Bank instructs Payment Gateway to withhold the Customer Charges due to
 - (i) any fraud or violation of any law or legal requirement with respect to such Transaction(s) detected by the Acquiring Bank and /or the Regulators.
 - (ii) notification by the End User to Acquiring Bank to withhold the Customer Charges based on the dispute it has with respect to the Transaction(s) for which the Customer Charges are paid.
- (b) Payment Gateway detects fraud with respect to a Transaction in accordance with its internal fraud velocity rules to detect fraud through its risk management tool and if there are instances of continuous non-delivery or delayed Delivery of Content to Customers through the website observed through a number of chargeback / refund requests received by Payment Gateway on the account of Content Provider.



Chargeback Recovery & Reversal process will as per Annexure B of this Exhibit, any changes to this process are not subject to mutual agreement, but Payment Gateway will ensure communication of changes from time to time.

Content Provider shall comply with all know your customer ("KYC") requirements as prescribed under applicable laws, retain KYC documents for records, and forthwith provide such information and KYC documentation to Payment Gateway and TCS at the time of onboarding. In addition, Content Provider shall forthwith provide Payment Gateway with additional requisite documents as may be required by Payment Gateway for providing the Payment Gateway Services from time to time.

Content Provider acknowledges that Payment Gateway and/or Acquiring Bank may reject authorization of any Transaction placed by the End User for any reason including but not limited to risk management, unlawful, enforceable, doubtful or erroneous transaction, refund, fraud, suspicious activities, over payment made due to mathematical errors or otherwise, penalties incurred, transaction related issues, issues related to Delivery, Customer Charge, Content or Services, if the transaction was not made in accordance with the requirements of Payment Gateway and/or Acquiring Bank.

Content Provider further acknowledges and agrees that Payment Gateway and TCS may, at its sole discretion post prior intimation to Content Provider, block any Content Providers, or transactions from any specific blocked or blacklisted customer cards, accounts, specific group of IP addresses, devices, geographic locations and/or any such risk mitigation measures it wishes to undertake.

Content Provider shall through the Content Providers ensure that the Content Providers, maintain necessary records in relation to Delivery of the Services by the Content Providers to the End User in relation to any End User Order. TCS shall (either directly or through the Content Providers), forthwith provide Delivery Proof to Payment Gateway, as and when requested by Payment Gateway. All Delivery Proof or performance of Content/Service shall be maintained by Content Provider and TCS for a period of at least 1 (one) year from the date of Delivery by Content Provider and shall be made available by Content Provider to Citrus and TCS and/or the Acquiring Banks upon their request;

Content Provider hereby acknowledges and agrees that all payments with respect to refunds/disputes with Customer shall be the sole responsibility of Content Provider and, TCS and Payment Gateway shall not be liable for any claims, disputes, penalties which may arise in connection with such refund/dispute(s), subject to indemnification clause.

Content Provider hereby undertakes to process returns of, and provide refunds and adjustments for, Contents/Services sold through the End Users in accordance with the terms and conditions of this Agreement. Content Provider understands that all refunds must be routed through the same payment platform through which the Transaction was made. Content Provider shall ensure that it has, at all times, sufficient funds to process refunds initiated. Content Provider in case of any refund will intimate Payment Gateway and hence will use Payment Gateway Service so that it can be routed to the same payment platform. Content Provider shall inform TCS for any dispute case or refund. Payment Gateway customer support would be informed by TCS for any dispute case or refund so that it can be resolved at the earliest. In case of any refunds or disputed Transactions, TCS shall resolve the dispute within 5 (Five) Business Days, from the date of intimation of a refund or a disputed Transaction.

Content Providers shall comply with all applicable laws, rules and regulations in offering the Content Services on TCS iON Website. Content Providers shall obtain all requisite approvals, licenses and registrations, etc. in accordance with all laws, rules, regulations, and guidelines in force in India from time to time, have been obtained and are kept in full force and effect to enable the Content Provider to offer the Services. The Content Provider shall not conduct any business in violation of any law or legal requirement of any applicable jurisdiction and shall keep Payment Gateway and TCS fully indemnified for all times to come in this regard.

Content Provider shall and where applicable, bear and be responsible for their payment of all relevant taxes, surcharge, levies etc. (including withholding taxes) in relation to the Customer Charge and Payment Gateway Services.



Content Provider shall, at all times, adhere to all applicable laws while performing its obligations under this Agreement, including but not limited to the Information Technology Act, 2000 and the rules made thereunder, to the extent as may be applicable.

Content Provider shall act honestly in its dealings with End User and represent fairly and accurately the terms and conditions of Payment Gateway Services. It shall further not make any representation or warranty (express, implied, statutory, or otherwise) on Payment Gateway' behalf, or create any support or other obligations on Payment Gateway' behalf, with respect to Payment Gateway Services or otherwise.

Content Provider assures to Payment Gateway and TCS that Content Providers and its End Users will not carry out any activity on Website, which is banned by law/ regulations or illegal and/ or items detailed in Annexure A of this Agreement.

Content Provider including its End User shall not display any material on TCS website(s) if the act or manner of such display is contrary to any applicable law, regulation, government policy, order or guideline including all applicable laws and regulations and Payment Gateway and TCS at any time shall be entitled to prohibit Content Provider and its End User from the same if it violates the above mentioned provisions.

Content Provider hereby agrees and acknowledges that regulators (including but not limited to the RBI or persons authorised by RBI) or Payment Gateway on behalf of Regulators shall have the right to physically inspect and/or audit all records of Content Provider that relate to the arrangement captured in this Agreement and/or the Transaction Document and to ensure compliance thereof by Content Provider, including agreements for such purposes that Content Provider shall permit entry into such premises where the records are maintained with upon receipt of a reasonable prior notice from Payment Gateway.

Content Provider agrees that TCS reserves a right to suspend the Services provided under this Agreement in event Content Provider fails to observe the aforesaid covenants, in any manner whatsoever.

Content Provider shall ensure that the Content Provider duly fulfill all transactions in accordance with the instructions of the End User and as mutually decided between the Content Provider and End Users.

Content Providers shall be solely responsible for the accuracy of all information and/or validity of the prices and any other charges and/or other information relating to the Content and/or Services offered to the End User, which are displayed and offered on the Marketplace' Website.

Content Provider shall take all precautions as may be feasible or as may be directed by the other Party from time to time and as prescribed under applicable laws, to ensure that there is no breach of security and that the integrity of the link between the Platform and Payment Gateway's site and/or the software application of Payment Gateway is maintained at all times.

Content Provider shall, at all times, provide a reasonable level of service support to the End Users. Such support shall include but not be limited to an appropriate notice to End User in relation to the means of contacting Content Provider / TCS in the event the End User has questions regarding the nature or quality of the Contents and/or Services offered for sale on the Marketplace Website, the payment options on the Marketplace Website and the procedures for resolving disputes in relation to the products and/or services.



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Content Provider agree to process returns of, and provide refunds and adjustments for, Contents/Services sold and/or payment collected through the Platform in accordance with the Agreement and the Acquiring Banks instructions. Content Provider understands that all refunds must be routed through the same Acquiring Bank payment gateway through which the transaction was made. In the event that Content Provider initiates refunds through any other mode, Content Provider shall be fully liable for all chargebacks raised in respect of the transaction refunded. Content Provider shall ensure that Payment Gateway at all times have sufficient funds of Content Provider to process refunds initiated. Payment Gateway shall not be liable to process any refund initiated in the event of insufficient funds.

Payment Gateway reserves the right to reverse the credit given to the Content Provider's bank account or right to set-off any amounts due to a valid charge back request raised by the End User and approved by Content Provider and TCS or (ii) any excess credit given to Content Provider / TCS inadvertently by Payment Gateway from the amount payable to Content Provider or TCS within 30 days of such credit. Payment Gateway shall have the right to deduct the payment amount due from future settlement amounts payable to TCS with respect to subsequent transactions. This provision shall survive termination for a period of maximum time, as prescribed by various Card Associations or Acquiring Banks.

Payment Gateway shall pay the Customer Charge upon receipt of instructions from TCS as per the terms and conditions of this Agreement or otherwise occurring during the period;

Payment Gateway agrees to pay Content Provider and TCS, the Customer Charge less the following:

- (i) any taxes, or other items reimbursable under any of the provisions of this Agreement or otherwise occurring during the period; and
- (ii) The Transaction Discount Rates and any other charges payable to Payment Gateway for the Payment Gateway Services and

Content Provider and TCS hereby agrees that the Transaction Discount Rate payable to Payment Gateway shall not be refunded or repaid by Payment Gateway to TCS or any other person irrespective of the Customer Charge being rejected, refunded or disputed.

Payment on Proof of Delivery: A Transaction will be deemed to be completed upon receipt of the amount from the Acquiring Bank. Content Provider shall ensure that it maintains sufficient Delivery Proof evidencing Delivery with respect to each Transaction.

The fee payable by the Content Provider and TCS to Payment Gateway shall be deducted from the Customer Charge payable to the Content Provider and TCS in respect of each completed transaction. Payment Gateway reserves the right to revise the Fee payable in the event of any revision in the rates charges by the Acquiring Bank or card associations or guidelines issued by the RBI from time to time.

It is hereby agreed and acknowledged by the Parties that the fee charged by Payment Gateway in respect of a Transaction that has been confirmed shall not be returned or repaid by Payment Gateway to the Content Provider and TCS or any other person irrespective of the Customer Charge being rejected, chargeback, refunded or disputed.

Transaction workflow

- End User visits TCS marketplace portal, selects a course and proceeds to pay
- Comes to Payment Gateway page and confirms payment
- Payment Gateway processes the Transaction and gives a success response to TCS
- TCS on receipt of response, can choose to call the API and advise Payment Gateway on



- Sub-merchant ids
- Respective splits for sub-merchant ids

Settlement cycle

- TCS and Content Provider as per their own procedure choose to define the settlement cycle for each of the transactions done on marketplace
- Based on the settlement cycle, they can call the API and inform Payment Gateway to settle the transactions
- Payment Gateway on receipt of TCS message, proceed to settle amounts in the respective accounts as per the merchant/ sub-merchant ids associated with those transactions.

Marketplace – refunds handling

- In case Content Provider is notified of any refunds to be done, Content Provider will inform TCS for initiation of refund.
- Post TCS initiating the refund, Payment Gateway will process refunds as per the process below:
 - refund initiated will be honoured by debiting the amount from the overall marketplace settlement for the specific day.
 - when settlement API is called by TCS for initiating credits into specific sub-merchant accounts, Payment Gateway will adjust any sub-merchant specific debits against credits into those sub-merchant accounts
 - if in case there is no credit against a sub-merchant, the amount will be adjusted against credits to be made into TCS's account.
 - Initiation of refund recovery process, in case of negative balance in TCS account. (T+5)

Subject to clause 7.2 (e), Payment Gateway shall ensure that the payment gateway shall at all times 24*7 running with an up time of 99.5%, except for the reasons of scheduled downtime activity with sufficient notice.



Annexure A: Banned Merchant Categories

Banned list of products referred to in this Exhibit is as mentioned herein below:-

- 1) Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services.
- 2) Alcohol which includes Alcohol or alcoholic beverages such as beer, liquor, wine, or champagne.
- 3) Body parts which includes organs or other body parts.
- 4) Bulk marketing tools which includes email lists, software, or other products enabling unsolicited email messages (spam).
- 5) Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free.
- 6) Child pornography which includes pornographic materials involving minors.
- 7) Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection.
- 8) Copyrighted media which includes unauthorized copies of books, music, movies, and other licensed or protected materials.
- 9) Copyrighted software which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software.
- 10) Counterfeit and unauthorized goods which includes replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association, fake autographs, counterfeit stamps, and other potentially unauthorized goods.
- 11) Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms.
- 12) Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items.
- 13) Endangered species which includes plants, animals or other organisms (including product derivatives) in danger of extinction.
- 14) Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content.
- 15) Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles.
- 16) Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, watomites, or other protected property.
- 17) Illegal goods which includes materials, products, or information promoting illegal goods or enabling illegal acts.
- 18) Miracle cures which includes unsubstantiated cures, remedies or other items marketed as quick health fixes.
- 19) Offensive goods which includes literature, products or other materials that: a) Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors b) Encourage or incite violent acts c) Promote intolerance or hatred.
- 20) Offensive goods, crime which includes crime scene photos or items, such as personal belongings, associated with criminals.
- 21) Prescription drugs or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a licensed medical practitioner.
- 22) Pyrotechnic devices and hazardous materials which includes fireworks and related goods; toxic, flammable, and radioactive materials and substances.
- 23) Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants, chemical/industrial solvents, government uniforms, car titles or logos, license plates, police badges and law enforcement equipment, lock-picking devices, pesticides; postage meters, recalled items, slot machines, surveillance equipment; goods regulated by government or other agency specifications.
- 24) Securities, which includes stocks, bonds, or related financial products.
- 25) Tobacco and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products.
- 26) Traffic devices which includes radar detectors/ jammers, license plate covers, traffic signal changers, and related products.
- 27) Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments.
- 28) Wholesale currency which includes discounted currencies or currency exchanges.



- 29) Live animals or hides/skins/teeth, nails and other parts etc. of animals.
- 30) Multi Level Marketing collection fees.
- 31) Matrix sites or sites using a matrix scheme approach.
- 32) Work-at-home information.
- 33) Drop-shipped merchandise.
- 34) Any product or service which is not in compliance with all applicable laws and regulations whether federal, state, local or international including the laws of India.
- 35) The Merchant and Payment Gateway shall not sell, purchase, provide or exchange a cardholder's name or MasterCard / Visa account number information in any form obtained by reason of a MasterCard/ Visa Card transaction to any third party other than its MasterCard/ Visa acquiring member-Payment Gateway Pay, or pursuant to a government /statutory or competent body's request.
- 36) Pyrotechnic devices, combustibles, corrosives and hazardous materials which includes explosives, fireworks and related goods; toxic, flammable, and radioactive materials and substances
- 37) Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications
- 38) Securities which includes stocks, bonds, or related financial products.



Annexure B: Chargeback Recovery & Reversal Process

All Chargeback debits would be processed to respective Content Provider account on T'O'. i.e Recovery of the disputed amount would be processed to respective Content Provider settlement on the same day of Chargeback intimation sent.

Reversal of the recovered amount would be basis the following criteria: {any one}

1. If, Case is successfully represented / fulfilled.
2. If, Merchant initiates a refund against the disputed amount.
3. If, The case is out of time frame and Issuing member bank does not reinitiate that dispute.
4. Exception / deviation cases with business approval.

Payment Gateway Chargeback team would indicate this change of Recovery & Reversal process to merchants through an intimation letter. Merchants query on the process change would be managed by Chargeback Team.

Definitions to be included:

Capitalized terms not defined herein shall have the meaning in the Content Provider Agreement dated 25/5/2019 signed between TCS and Content Provider.

"Customer Charge" means the aggregate price of (i) the Services availed by the User through the Website plus the shipping charge (if any) and all other taxes, duties, costs, charges and expenses in respect of the Product/Services that are to be charged to the User account; and (ii) the Transaction Discount Rate

"Delivery" means, in respect of a Content/Service, delivery/performance of the Content/Service;

"Delivery Proof" shall mean, in respect of a Product/ Service, delivery/performance of the Product/Service, proof of which shall be obtained by TCS from the Content Provider and then be submitted by TCS to Payment Gateway electronically. KYC: Content Provider shall comply with all know your customer ("KYC") requirements as prescribed under applicable laws, retain KYC documents for records, and forthwith provide such information and KYC documentation to Payment Gateway and TCS at the time of onboarding. In addition, Content Provider shall forthwith provide Payment Gateway with additional requisite documents as may be required by Payment Gateway for providing the Payment Gateway Services from time to time.

"Services" means any goods or services that the Content Provider offers and that is availed of/purchased by the End User from Platform, the payment of which is paid by the End User;

"Transaction" means every order that results in the Delivery by the Content Provider to the End User of the Services in respect of which the End User Order was placed;

"Transaction Discount Rate" means, with respect to a Customer Charge, as mentioned in the Annexure B of this Agreement provided however that the Transaction Discount Rate may be revised quarterly by Payment Gateway in the event of revision in the rates charged by Acquiring Banks or guidelines issues by RBI from time to time, and Payment Gateway will advise TCS of any such change;



Exhibit E

CHANGE REQUEST

No change to any Scope of Services shall be binding on the Parties unless the Change Request to the Content Provider Agreement dated 21/5/2019 ('Content Provider Agreement') has been signed by authorized representatives of each party.

Change Request
No.:

Date Initiated: _____

Date Approved - _____

Name of the Content Provider :

The following changes to the schedules to the Content Provider Agreement between TCS and _____ are hereby approved.

Description of Change:

Following are the changes/additions agreed to:

- a) Appendix A
- b) Exhibit A
- c) Exhibit B
- d) Exhibit C
- e) Exhibit D
- f) Annexure A
- g) Annexure B

Approved

Tata Consultancy Services Limited

Authorized Signatory

Date

Content Provider Name

Authorized Signatory Date



[Handwritten signature]



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