



**RNB**

GLOBAL UNIVERSITY

Educating stars for tomorrow

# **MoUs Related to Value Added Courses**

**RNB GLOBAL UNIVERSITY**

RNB Global City, Ganganagar Road,

Bikaner, Rajasthan 334601

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MEMORANDUM OF UNDERSTANDING (MOU)

Thursday, 14 May 2015

To,  
RNB Global University,  
Bikaner, Rajasthan.

Sub: Offer for supply of Words Worth English Language Lab Software  
Kind Attn.: Mr. Amit Mahajan

Dear Sir,

At the outset we take this opportunity to thank you for giving us the opportunity to quote for the supply of Words Worth English Language Lab software to your esteemed organisation. We submit before you our proposal for implementing the said content at various locations.

ACTUniv group is engaged in the field of education since the last 19 years and has been instrumental in developing world class award winning content. This content ranges from 3D animated content in Maths and Science subjects to Interactive English language proficiency programs.

Words Worth English Language Labs have been developed keeping in mind the huge requirement of enhancing English language skills and the shortage of good English language trainers as Words Worth English Language Labs help average language trainers deliver world class English language training.

Words Worth English Language Labs enhances English language skills in terms of:

- Vocabulary building
- Pronunciation
- Functional Grammar
- Indianism (where do we Indians make mistakes- MTI)
- Listening & Comprehension

Sir, the following folio contains our Commercial Offer and highlights of the Words Worth English Language Lab.

Regards

For, Academy For Computer Training (Guj.) Pvt. Ltd.  
(ACTUniv) (Owners of brand Words Worth)

Josvinder Singh  
Cell # 98250-15583

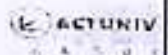
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RNB Global University  
Registrar  
Bikaner

WORDS WORTH





# WORDS WORTH

## Words Worth Language Lab - Synopsis

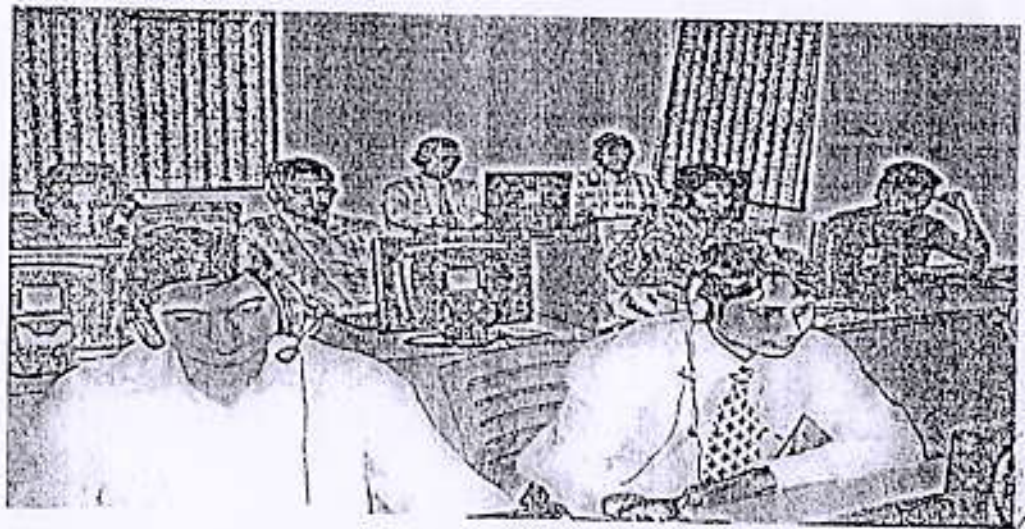
The rapid Globalization of the Indian economy is triggering a redefinition of skill sets needed for success. While domain specific skills need to be learnt for succeeding in a specific domain, communicating in English is the one skill that is needed irrespective of any domain.

Often it is seen that brilliant people do not do well in their careers because of poor communication skills in English. Most of these people understand English well but face problems while speaking it fluently, correctly and confidently. These people have serious deficiencies in areas like Speech sounds, pronunciation, Intonation, MTI (Mother Tongue Influence), use of Indianisms, Listening, and Grammar etc.

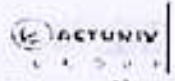
These deficiencies act as big roadblocks to success in their careers. With world becoming a global village, interactions with native English language speakers are common occurrences. It is often found people who may otherwise converse well in English, face problems while interacting with native English language speakers.

It is possible to help these people through a scientifically developed training programme. While working adults can use such a programme to improve their communication abilities in English, it is best that such a programme is administered while an individual is at college itself. Students that get these inputs at college level, graduate out as more confident individuals. Their enhanced proficiency in English communication will provide them with a winning edge that is vital for the highly competitive environment.

To provide this winning edge to college students and working professionals, ACTUniv has developed a blended learning programme called Words Worth ELT programme.



A Model of Words Worth English Language Lab



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## Words Worth ELT Programme Features:

### Highly Interactive:

The Words Worth ELT programme provides a rich interactive experience that incorporates many audio-visual elements. For example in speech sounds, the student has several practice activities where he can practice words by listening to the correct pronunciation, recording his voice and comparing his recording with correct pronunciation.

### Self-Paced Learning:

The programme allows the student to take control of his own learning. The software allows the student to work at his own pace. Every topic includes a short assessment activity that gives instant feedback to the student.

### Self-Assessment:

Several self-evaluation tools power programme. The feature of Listen-record-provides a unique opportunity to learners for self-evaluation. Using headphones and the Words Worth software on a PC, they can perfect their pronunciation by practicing interesting pronunciation exercises. Additionally, the programme includes a performance report engine that allows each student to track his or her own progress through the course and generate dynamic personalized performance reports as needed. Teachers can also use performance reports to monitor the progress of their class.

### Modular Structure:

The course has a modular structure. Prep I involves learning the basics of Introduction and situation based sentences. Prep II involves learning the key rules of the language. The main topics are Speech Sounds, Pronunciation, Grammar & Listening. Prep III focuses on reinforcing these rules and Polishing your English.

### Understanding Native English Language Speakers:

Using multimedia audiovisual clips students can hear the voice of native English s Speaker and compare their speech with native speakers. Prep 3 allows students to practice their English language skills through a series of activities based on real life scenarios.

### Designed for India:

The entire programme has been designed keeping the requirements of Indians in mind. From topics to the basic look and feel, the entire learning environment is designed for the Indian audience.

### Words Worth ELT Methodology:

Words Worth ELT Programme follows the powerful blended methodology, where learner gets the benefits of Instructor Led Teaching (ILT) as well as Computer Based Training (CBT). The state-of-the-art learning environment that is powered with rich multi-media training elements enhances the learning process. The rich multimedia learning experience uses a mixture of audio and video clips. This makes learning not only exciting but also catapults effectiveness. That's not all, the multimedia component also lets a student analyse self-progress and helps them rate their own performance constantly, providing valuable feedback. The student machine ratio is 1: 1 and the methodology also includes interesting and engrossing pre and post class exercises that build on the student skills in some of the most critical areas associated with communicating in English.



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# WORDS WORTH

## Evaluation:

Several self-evaluation tools power programme. The feature of Listen-record-compare, provides a unique opportunity to learners for self-evaluation. Using headphones and the Words Worth Language Lab software on a PC they can perfect their pronunciation by practicing interesting pronunciation exercises. Additionally, the programme includes a performance report engine that allows each student to track his or her own progress through the course and generate dynamic personalized performance reports as needed. Teachers can also use performance reports to monitor the progress of their class.

Deliverables: Words Worth English Language Lab (Trainer & Learner)

These language labs can be implemented in a normal networked computer lab with an addition of a headphone + microphone for each terminal. The Words Worth Language Labs consists of the following components:

## Teacher Dashboard

This is an internal remote monitoring system for the learner group where the teacher can monitor every learner's terminal from his/her PC using the Teacher Dashboard software. The Dashboard allows the teacher to view multiple students screens, The trainer can view and listen to the activities being performed by the learners and can also communicate via audio/ written chat with the learners.

## Digital Content

The Words Worth English Lab consist of content of three levels. (Prep I, Prep II & Prep III) which follow the ALTE frame work. The digital content is of high quality and is research based. The language lab system consists of both Teacher delivery content and student practice content.

## Course Ware

Words Worth English Language Lab consists of Teacher Training Manual to be used by the trainer as an instructor guide.

Learner course ware is available for each of the levels. This course ware works as a work book and is an integral part of the learning system. These are made available to the institution at a nominal cost.



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**Our Commercial Offer**

Site License: Each Words Worth English Language Lab software will be provided to the institution at the following rate

Rs. 1,75,000/- plus taxes One time Licence Fees for 30 terminals in a lab

As a special case, we provide you the same at the discounted price of Rs. 1,50,000/- plus taxes for 5 + 30 terminals

This above cost includes the following deliverables:

- Teacher's Dashboard for student activity monitoring.
- Learner software licenses for up to 30 terminals.
- Trainer's presentation software licenses for up to 5 terminals.
- Support and Maintenance for the first year.
- One set of Teacher Manuals, one each for each level. ( Prep I, Prep II & Prep III)
- A 2 day, one time Teacher Training (induction & instructional delivery methodology) Initial Installation at the institutions site

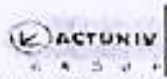
For Subsequent years

Rs. 20,000/- plus taxes Yearly Support and Up gradation charges. (Applicable from 2<sup>nd</sup> year onwards)

**Other terms**

- Trainers lodging to be provided by the institution during the teacher training program
- Additional terminals can be added at an extra charge of Rs. 2,500/- per terminal
- Service Tax & CST to be charged extra for software
- Service Tax applicable for user subscription in the Enterprise edition
- Payment terms: 50% *advance* along with the PO and 50% after installation and training

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22/5/2015



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Sub-Registrar  
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MOU

This Memorandum of Understanding is entered on January 4, 2019, between Tally Education Private Limited and RNB Global University, effective from 4<sup>th</sup> January 2019.

**Tally Education Private Limited –**

Tally Education Private Limited is a company incorporated under the provisions of Companies Act, 1956, having its Registered Office at No. 23 & 24, AMR Tech Park II, Hongasandra, and Hosur Road, Bangalore – 560068 (hereinafter referred to as "TEPL" or "Tally" or "FIRST PART").

AND

**RNB Global University-**

RNB Global University established by act no. 20 of 2015 passed by the Rajasthan Vidhan Sabha and notified by state of Rajasthan on 27/04/2015 having its campus at RNB Global City, Ganganagar Road, Bikaner, Rajasthan-334601 and its registered office at RNB House 1, Shivaji Enclave, Main Road, Near Raja Garden, Delhi-110027 (hereinafter referred to as "RNBGU") on the other part.

**WHEREAS**

**Tally Education Pvt. Ltd. (TEPL) –**

TEPL is a group company of Tally Solutions Pvt. Ltd., and is the only organization authorized by Tally Solutions to design and conduct assessments and certifications, issue certifications and print courseware using the Tally brand name. TEPL is committed to working with educators, educational organizations and industry partners to expand the world of learning through technology. Our Education programs are designed to facilitate learning in a seamless manner which is relevant and demand driven. Because of the industry demand most of the academic institutions have partnered with us to enable the student and make him job ready. TEPL has created a network of more than 1000 centres across more than 500 cities in India to certify candidates on Tally and related vocational skills.

**RNB Global University–**

RNBGU is a Private University in India proposing high quality professional educational programmes of international standards and courses in Management, Engineering, Sciences and Law. RNBGU has been established in year 2015 and has been awarded as "The Economic Times - Best Education Brands - 2017" by Economic Times in 2017, also awarded by ASSOCHAM as "Best University In Rural Area – 2018".

**TEPL and RNBGU:**

We share the common vision of empowering the students by imparting industry relevant skill sets and increasing their employability. To achieve our common goal, TEPL and RNBGU will collaborate on a non-exclusive basis on the following framework.

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### Programme Overview –

The Certification Programme is targeted towards candidates who wish to venture into the domain of Accounts, Finance, Auditing and Banking. The Programmes are enriched with numerous industry scenarios, practice sessions to help candidates understand and experience the simplicity on working Tally.ERP 9 and Goods & Services Tax (GST) using Tally.ERP 9. Upon practicing on current technology scenarios, candidates will be able to understand intricacies of business operations and would be equipped to handle these kinds of transactions in Tally.ERP 9 with ease.

### Certification Programs for Commerce & Management Candidates –

S. No.	Titles	Recommended for UG/ PG Courses	Recommended Course Hrs.
1	TallyACE	B.Com/ BBA 1st Year/2nd Year	45 - 60
2	GST using Tally.ERP 9	B.Com/ BBA 3rd Year	45 - 60
3	TallyPRO	B.Com/ BBA – 2nd Year/3rd Year M.Com/ MBA (Fin.) - 1st Year	90 - 120
4	TallyGURU	M.Com/ MBA (Fin.) - 2nd Year B.Com/BBA -3rd Year	120 -180

### Grading:

Letter grades will be assigned for each candidate who has participated in the assessments.

Grading for Certificates	
Percentage	Grade
≥ 75%	A+
60% -74%	A
≤ 59%	B
<36%	(Not pass)

### Assessment:

Candidates who have participated in the assessments will get a Verifiable, Digital Certificates from TEPL, Bengaluru. Authenticity of the certificate can be verified from TEPL's website.

### Role of Tally Education Pvt. Ltd.:

1. TEPL shall provide assessments links for the students. Assessment will be conducted by RNBGU under proctored environment and the students who pass shall be given a digital certificate with a certificate number. The authenticity of the certificate can be verified at any time in the TEPL website.
2. TEPL shall collaborate with RNBGU in developing the future programs from time to time after mutual discussion.

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3. Shall conduct TTT /FDP for the faculties of Commerce and Management, RNB Global University as per the attached commercials (Annexure – 1) after mutual discussion.

#### Role of RNBGU

1. On receipt of candidate data, will periodically update students' information in TEPL Portal. This will allow the student to access mock tests, apply for any jobs listed by employers looking to hire trained personnel and access other resources as may be made available by TEPL from time to time.
2. Shall ensure that the faculty training on Tally is covered under the Train the Trainer program with a periodic cadence, such that every faculty is re-trained at least once every 18 months.
3. Shall provide, or procure to provide, required space, proctor and IT infrastructure like Computers/ Laptop and Internet to the students for undergoing the Tally online assessments at no additional cost to TEPL.
4. Shall ensure that all students learning Tally are enrolled for at least Tally certification.
5. Shall strive to collect necessary fees as part of the University fee collection itself instead of a separate payment activity.

Review: TEPL & RNBGU jointly review the progress on a half yearly basis and the minutes of such reviews will be documented and will form the basis for planning subsequent activity to improve the skill sets of candidates.

#### Other Terms and Conditions:

1. The parties are responsible for their individual acts of commission and /or omission, due to their negligence, and non-compliance of statutory liabilities and obligations,
2. The engagement is on a principal to principal basis and no party shall hold each other as agent and or principal of the other for any liability.
3. This engagement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.
4. In no event shall TEPL be liable for any incidental, punitive, direct, indirect or consequential damages whatsoever, (including but not limited to damages for loss of profits or confidential or other information, for any kind of interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) or otherwise in the event of fault, tort (including negligence), misrepresentation, strict or product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages.
5. Term:  
This Agreement is valid for the period of three years from the date of execution of this Agreement. Either Party can mutually renew this agreement by giving 30 days advance notice to the other.
6. Termination:  
It is expressly agreed between the parties that either party shall be entitled to terminate this agreement at any time by giving prior notice of 60 days in writing without assigning any reason whatsoever.

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7. Confidentiality of Relationship and Information:

The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended. The parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information. This clause shall survive even after this Engagement.

8. Trade Marks, Trade Names and IPR's

The parties hereby acknowledge and confirm that all intellectual property rights in respect of and relating to the trademarks, service-marks, copyrights, trade names including their respective corporate names, brand name or any part thereof (hereinafter collectively referred to as "Intellectual Property") are owned / possessed by respective owners and nothing contained in this Engagement shall, unless specifically provided, be deemed to authorize the other party to use or give any right in respect of any of the Intellectual Property of the respective owners. The parties shall not use in any manner whatsoever, any of the Intellectual Property, registered or not except as expressly authorized writing and restricted to the purpose/ period thereof. The parties shall strictly comply with requirements and specifications relating to the display of any logo, trademark, and copyright relating to the Intellectual Property. Upon the expiry or termination of this Engagement for any reason, the parties shall immediately cease and desist for all time from any use of or reference to the Intellectual Property of the other party. The parties acknowledge and confirm that all materials given by them whether in printed, written or electronic form, constitute copyright ownership of respective parties and reproduction in any form or by any means mechanical or electronic including photocopying, recording or by any information storage or retrieval system is not permitted and shall constitute a breach of the terms of this Engagement warranting such steps as may be deemed appropriate including but not limited to termination of this Engagement.

9. Dispute jurisdiction and resolution:

Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to arbitration to a person jointly appointed by the parties as per the law relating to arbitration in India and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall be held in Bangalore. All disputes shall be governed in accordance with the laws prevailing in Bangalore. Only competent courts within Bangalore shall have jurisdiction to try any suit or proceedings whatsoever arising or in any way connected with this Engagement.

10. Assignment:

Neither party shall, without the other's prior written consent assign, change, charge or otherwise transfer or delegate or share the rights, obligations or any provision of this Engagement to any other person.

11. Force Majeure:

Neither Party shall be liable for any delay or default in performing any of its obligations and if such delay is due to bandh, strikes, riots, natural calamities, any other act of God or unforeseen



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circumstances. However, payment of money dues shall not be covered by the Force Majeure condition.

IN WITNESS WHEREOF, the parties have signed this agreement on the day, month and year first above written.

For Tally Education Pvt. Ltd.,

*Manish Chowdhary*

Mr. Manish Chowdhary  
Chief Executive Officer



For RNB Global University,

*Ishneet Gandhi*  
Ishneet Gandhi  
Assistant Registrar



**Annexure – 1**

**Empanelment Fee for RNB Global University:**

Centre Empanelment fee per centre - 18000+Tax annually	Waived off for RNB Global University for first year
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Additionally, Tally shall exempt 100% empanelment fee for next year on achieving the minimum of 50 certifications in an academic year.

**I. Commercials for Train-the-Trainer (TTT):**

Sl. No.	Particulars	Amount (in INR)*	Execution
1	TTT Program - Webinar	1000/- per day per person	<ul style="list-style-type: none"><li>Min. Batch Size 10 &amp; Max. 15</li><li>100% Payment to be done before commencement of training</li><li>Smaller groups can be accommodated on request subject to minimum fee of 10,000/- per day</li></ul>
2	TTT Program - Classroom based	2,000/- per day per person	<ul style="list-style-type: none"><li>Min. Batch Size 10 &amp; Max. 15</li><li>100% Payment to be done before commencement of training</li><li>Smaller groups can be accommodated on request subject to minimum fee of 20,000/- per day</li></ul>

\* Applicable taxes extra

**II. Commercials for Certification and Courseware:**

Certification	Certification Price (₹)*	Courseware Price (₹)*	Reassessment Price (₹)*
TallyACE	990	540	500
GST Using Tally.ERP9	990	540	500
TallyPRO	1440	1400	720
TallyGURU	1890	2460	880

\* Applicable taxes extra

**I. Faculty Development Program (FDP):**

Activity	Duration	Amount (INR)
FDP on Tally.ERP 9/ GST	1 Day	30,000/ per day

\* applicable taxes extra



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Training to be provided on 'Computerised Accounting using Tally.ERP 9' (OR) on 'GST using Tally.ERP 9', or any other specific topic on request

II. Tally.ERP 9 Multiuser License:

License Options	Particulars	Price (INR)
Purchase	One time Purchase - Tally.ERP 9 Multiuser License – (No of MU – 1)	54000
	Annual renewal - Tally.ERP 9 Multiuser License (per License, after year 1)	10800
Rental/ Subscription	Quarterly Rental (per license)	5400
	Half yearly Rental	10800
	Annual rental	21600

\* Applicable taxes extra.

Note :

- All the above commercials are excluding Taxes and Taxes if any shall be charged extra as applicable.
- The term of this proposal is valid for a period of 3 months from the date of submitting the proposal.
- Each payment shall be made in advance by RNB Global University.
- The above prices are subject to escalation annually.
- For TTT infrastructure arrangements- electricity, speakers, mic, projector and arrangement of refreshment/lunch for participants will be borne by the RNB Global University.
- Training dates for TTT or FDP to be mutually decided depending on availability of trainer.
- TTT does not include courseware and assessments for candidates being trained.
- TEPL may nominate an empaneled partner for conducting the training and provide necessary support locally. In such case, invoicing, payment etc. for training shall be in the name of the empaneled partner.

Payment Terms:

The payment will have to be made in ONE instalment at the time of providing the candidate list. All amounts payable to TEPL, Bengaluru as per this agreement will be paid to the below mentioned bank details of TEPL –

Online transfer:

Beneficiary Name	Tally Education Private Limited
Bank Name	Kotak Mahindra Bank Limited
Account Number	1611379066
Bank Address	10/7, Umiya Landmark, Lavelle Road, Next to Chancery Hotel, Bengaluru - 560 001
Account Type	Current Account
IFS Code	KKBK0000422
GSTIN Number	29AAECT8092J1ZO (State of Registration: Karnataka)



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MEMORANDUM OF UNDERSTANDING

Chapter 1  
Parties to the Memorandum of Understanding

This Memorandum of Understanding ("MoU") is made on \_\_\_\_\_ day of May, Two thousand and Fifteen,

BETWEEN

RNB Global University, established by Act no 20 of 2015 of Rajasthan Government, having its registered office at RNB Global City, Ganganagar road, Bikaner, Rajasthan-334601 (hereinafter called "RGU") established in India and having its campus at Bikaner, Rajasthan and represented by Mr. Kishan Kumar Bojaj, who has been authorized to execute this MoU (which expression shall, wherever the context so requires or admits, means and includes, its successors-in title and permitted assigns) of the First Part;

AND

Tally Education Private Limited (TEPL) a company incorporated under the provisions of Companies Act 1956 having its Registered Office at 331-336, Raheja Arcade, Koramangala, Bangalore 560 095, and Corporate Office at AMR Tech Park-II, No-23 & 24, Hongasandra, Hosur Road, Bangalore 560 068, (which expression shall, wherever the context so requires or admits, means and includes, its successors-in title and permitted assigns) of the Other Part;

RNB Global University and Tally Education Pvt. Ltd. are also referred to individually as 'Party' and collectively as 'Parties'.

Chapter 2  
Background

2.1 WHEREAS the RGU is a private university in India. RGU is a university proposing high quality professional educational programmes of international standards and courses in Engineering, Fashion & Design, Hospitality, Humanities & Social Sciences, Law and Management.

2.2 Tally Education Private Limited, has been incorporated with a vision to be "The leading solution provider for all manpower related challenges of employers in India"

2.3 RGU and TEPL desire to agree upon a mutually beneficial collaboration to and other related activities



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solution provider for all manpower related challenges of employers in India".  
2.3 RGU and TEPL desire to agree upon a mutually beneficial collaboration to offer services and other related activities

### Chapter 3 Objective of the MoU

The primary objective is to structure a non exclusive, cooperative and synergistic business relationship between the parties to advance their objectives and to record the terms and conditions under which the parties shall collaborate to offer services and other related activities in return for the specified consideration.

### Chapter 4 Duration of the MoU

4.1 This MoU shall be valid from on Fifteenth day of May, Two thousand and Fifteen, to Sixteenth day of May, Two thousand and Twenty and may be renewed for a further term, in writing, on mutually agreed terms and conditions.

### Chapter 5 Commercial Terms and Consideration

5.1 Based on the above objectives, the parties have agreed upon various commercial terms and the consideration in Annexure I

5.2 RGU and TEPL agree that the following terms and conditions shall govern this MoU.

### Chapter 6 Obligations of RGU

- 6.1 RGU shall update the curriculum by in integrating the Tally syllabus for the purpose of rendering its trainings in relevant streams.
- 6.2 RGU shall extend full support to TEPL for successful delivery of the program.
- 6.3 RGU in consultation with TEPL shall undertake joint marketing activities and create required awareness in the market about RGU's educational courses and TEPL's courses.
- 6.4 RGU shall provide the IT infrastructure facility required to deliver the Services and ensure delivery on the latest version of the software
- 6.5 RGU will provide list of affiliated colleges (as and when applicable) to Tally Education.
- 6.6 RGU will procure the license on behalf of its affiliated colleges (as and when applicable) and will act as a single point of contact.
- 6.7 RGU and TEPL shall jointly review progress on collaboration regularly
- 6.8 RGU shall act as Single Point of Contact (SPOC) on behalf of Affiliated colleges (as and when applicable) as per attached list.
- 6.9 RGU shall follow the guidelines and procedures advised by TEPL for running the program/courses and set satisfactory standards relating to course administration and evaluation necessary for good governance.
- 6.10 RGU for itself and on behalf of its affiliated colleges (as and when applicable) undertakes that the Tally.ERP 9 software and other materials received from TEPL shall



approval from Tally Education

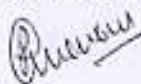
- 6.14 RGU agrees that the Tally.ERP 9 software received from TEPL shall be used by RGU's affiliated colleges (as and when applicable) for the aforesaid Purposes and shall not be transferred to any third parties including any other Department, Division or Section of the affiliated colleges (as and when applicable).

#### Chapter 7 Obligations of TEPL

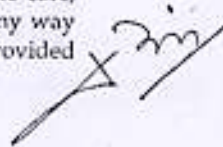
- 7.1 TEPL shall train the personnel nominated by RGU, from among its teaching Staff - representing the School of Commerce and Management from the University affiliated colleges (as and when applicable) on the usage of Tally.ERP9 as per the syllabi approved by RGU and TEPL for the Purpose of teaching accounting on computers to the students or TEPL shall facilitate deliver of trainings by providing faculties for delivery of training as per the training framework selected by RGU as per the mutually accepted commercials.
- 7.2 TEPL shall supply teaching aids and facilitate procurement of Tally.ERP 9 software at prices stated to RGU, as per Annexure 1 along with manuals for the Purpose of education of the students and other personnel connected with academics of commerce section of RGU after RGU has provided the list of affiliated colleges (as and when applicable) needing installation of Tally.ERP 9 software.
- 7.3 TEPL shall endeavor to provide service support at periodical intervals to RGU for smooth training by the students.
- 7.4 TEPL shall provide updated content as per the request of University and agreed to by TEPL for framing the updated syllabus during the period of this MoU.
- 7.5 TEPL shall accept to be on Board of studies for RGU and give recommendations in designing the integrated curriculum for commerce domain by inclusion and integration of Tally Courseware.
- 7.6 Tally will provide one set of courseware as Library copy to the University.
- 7.7 TEPL shall commit to deliver the support required to initiate and execute the training in university centre as per the training framework selected by RGU from time to time and the terms, timelines, costs and schedule for such Training programs shall be jointly decided by the Parties.
- 7.8 TEPL shall endeavour with RGU in developing the Future Programs from time to time

#### Chapter 8 Other mutual commitments

- 8.1 The parties are responsible for their individual acts of commission and /or omission, due to their negligence with respect to financial risks, compliance of statutory liabilities and obligations, and render services in accordance with the terms and conditions agreed herein.
- 8.2 The parties shall perform their obligations under this MoU towards each other in such a manner herein committed as would prevent acts of commission and/or omission resulting in breach of the terms and conditions of the MoU and loss to each other.
- 8.3 The prices/charges quoted in this MoU are based on the current prevailing price.
- 8.4 The arrangement is on a principal to principal basis and no party shall hold each other as agent and or principal of the other for any liability.
- 8.5 This MoU is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.
- 8.6 In no event shall TEPL be liable for any direct, incidental, punitive, indirect or consequential damages whatsoever, (including but not limited to damages for loss of profits or confidential or other information, for any kind of interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the software and other inputs or services provided









under this MoU, the provision of information and related content through the software and other inputs, or services or otherwise, arising out of the use of the software and other inputs or otherwise in the event of fault, tort (including negligence), misrepresentation, strict or product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages.

8.7 RGU acknowledges and agrees that with respect to goods and services, including marketing collaterals (if any) and other inputs received by them from TEPL, except as provided under this MOU, no copyrights, trademarks, intellectual property rights or other pecuniary benefits are granted by TEPL to RGU, either expressly, by implication, inducement, estoppels or otherwise.

8.8 RGU shall, at all times, be solely responsible and liable for the acts of its personnel that occur or arise in any way out of the performance of this MoU and agrees to save and hold TEPL and its directors, officers, personnel harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of RGU's personnel relating to the performance of this MoU.



Chapter 9 Termination  
of MoU

9.1 This MoU being for a specific period shall come to an end upon expiry of the period, specified in Clause 4.1

9.1 This MoU may be terminated for convenience and without cause by either party by notice of thirty days.

9.2 The parties shall be entitled to terminate this MoU immediately, if it is discovered that the other has committed acts of commission or omission prejudicial to the interests of party terminating the contract and/or has concealed information required by the party to check the compliance of the terms and conditions of this MoU.

9.3 Termination of this MoU shall not result in extinguishment of any monetary dues recoverable from the parties. Any such payment, due to one party shall be cleared in full by the other within 15 days of termination.

9.4 All rights and entitlements of the parties under this MoU relating to IPR, trade marks, copy rights, and confidentiality of business process, methods and documents shall survive without limitation, expiry, determination or termination.

Chapter 10  
Confidentiality of Relationship and information

Both parties agree to treat as confidential information exchanged pursuant to the MoU

Chapter 11  
Trade Marks, Trade Names and IPR's

11.1 The parties hereby acknowledge and confirm that all Intellectual property rights in respect of and relating to the trademarks, service-marks, copyrights, trade names including their respective corporate names, brand name or any part thereof (hereinafter collectively referred to as "Intellectual Property") are owned / possessed by respective owners and nothing contained in this MoU shall, unless specifically provided, be deemed to authorize the other party to use or give any right in respect of any of the Intellectual Property of the respective owners. All IP rights in the teaching aids, course materials/packs, instruction and workshop methodology shall vest in TEPL.

11.2 The parties shall not use in any manner whatsoever, any of the Intellectual Property, registered or not except as expressly authorized writing and restricted to the Purpose/ period thereof.

11.3 The parties shall strictly comply with requirements and specifications relating to the display of any logo, trademark, and copyright relating to the Intellectual Property.

11.4 Upon the expiry or termination of this MoU for any reason, the parties shall immediately cease and desist for all time from any use of or reference to the Intellectual Property of the other party.

11.5 The parties agree not to do anything whatsoever which might impair the intellectual



property's owner's right, title or interest or to the Intellectual Property and agrees that it shall not acquire or attempt to acquire any right, title or interest, license in or to any of the Intellectual Property of each other.

11.6 The parties acknowledge and confirm that all materials given by them under this MoU whether in printed, written or electronic form, constitute copyright ownership of respective parties and reproduction in any form or by any means mechanical or electronic including photocopying, recording or by any information storage or retrieval system is not permitted and shall constitute a breach of this MoU warranting such steps as may be deemed appropriate including but not limited to termination of this MoU.

#### Chapter 12

##### Dispute Jurisdiction and resolution

12.1 Any and all differences and disputes whatsoever arising between the parties shall be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to arbitration to a person jointly appointed by the parties as per the law relating to arbitration in India and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall be held in Bangalore.

12.2 All disputes shall be governed in accordance with the laws prevailing in Bangalore. Only competent courts within Bangalore shall have jurisdiction to try any suit or proceedings whatsoever arising or in any way connected with this MoU.

#### Chapter 13

##### Assignment

Neither party shall, without the other's prior written consent assign, change, charge or otherwise transfer or delegate or share the rights, obligations or any provision of this MoU to any other person.

#### Chapter 14

##### Notice

14.1 All notices, requests and other communications which shall be or may be issued pursuant to this MoU shall be sent by registered mail and/or personal delivery and/or courier and shall be addressed to the parties hereto at their respective offices set forth in the preamble of this MoU.

14.2 Such notices, requests and other communications shall be deemed to be received and made effective when duly arrived at the other party's address.

14.3 Any alteration or change in the addresses of each of the parties hereto shall be notified in writing to the other Party hereto without undue delay.

#### Chapter 15

##### Force Majeure

Neither Party shall be liable for any delay or default in performing any of its obligations under this MoU if such delay is due to bandh, strikes, riots, natural calamities, any other act of God or unforeseen circumstances. However, payment of money dues shall not be covered by the Force Majeure condition.

*Signature*



*Signature*



16.1 This MoU and the documents incorporated by reference herein, express the entire understanding of the parties hereto, and supersede all prior promises, representations, understandings, arrangements and agreements between the parties with respect to the subject matter contained herein.

16.2 No failure or delay by the parties in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.

#### Chapter 17 Indemnification

RGU shall indemnify TEPL, its Directors, Officers, Associates, etc and hold them harmless against any and all damages, claims, suits, etc arising from any act or omission caused by RGU or its affiliated colleges (as and when applicable) or anybody claiming through them. This clause shall survive the termination/expiry of the agreement.

#### Chapter 18 Modification

This MoU may be modified, through a written document signed by duly authorized representatives of both parties.

#### Chapter 19 Compliance with laws:

The parties shall at all times and at their own expense, strictly comply with all applicable laws, rules, regulations and Governmental orders and maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all Governmental departments and agencies to the extent necessary to perform its obligations hereunder

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS  
ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

For RNB Global University

*Kishan Kumar Biji*  
Authorized Signatory



Mr. Kishan Kumar Bojaj  
Vice Chairperson - RNB Global University

For Tally Education Private Limited  
For Tally Education Pvt. Ltd.

*Rakesh K Menon*  
Authorized Signatory  
Authorised Signatory

Mr. Rakesh K Menon  
National head -Tally Education Pvt. Ltd.

Witnesses:

- 1) Name: *Shmeeta Gandhi*  
Title: *Asst. Manager - Operations & Communication*
- 2) Name: *Pavithra Gupta*  
Title: *Si. Executive - Establishment*



**Annexure 1**

Location of the delivery: RNB Global University, Bikaner, Rajasthan.

Usage: The Software will be provided by Tally Solutions Private Limited (TSPL) and hence orders with respect to Software to be raised on TSPL. The syllabus provided by Tally Education will be used for teaching of Undergraduate and Postgraduate Commerce and Management Curriculum in the colleges affiliated to the RGU (as and when affiliated).

The Commercials:

S.No	Details	Pricing
1	Tally.ERP 9 - Multi User License	Rs. 54,000**
2	TTF (Train The Trainer programme)	To be discussed as per the duration known @ INR 10,000 per day per trainer.( inclusive of taxes)

\*\* 50% discount on Rs. 54000 will be provided against letter of establishment for university.

Items to be provided by the TEPL to RGU under this MoU

S.No	Details	Qty.
1	Set of one Study Material - Courseware Learning Tally.ERP 9 and Tally For University	One
2	Trainer Kit for trainers - soft copy of faculty guide and students presentation	One kit

*Signature*

*Signature*



## Annexure II

Course Features	Tally For University*	Certified Program in Financial Accounting - CPFA	Advanced Certificate Program in Financial Accounting and Taxation - ACPFAT
Course duration	30 hours	150 hours	300 hours
Minimal Batch Size : 20	●	●	●
Number of subjects	One ●	Five ●	Six ●
Personality Development		●	●
English / Communication		●	●
Sales Management			●
Real time industry scenarios workbook		●	●
Blended Training Methodology: ILT + Online		●	●
Online Assessments	●	●	●
Printed Courseware	●	●	●
Latest Placement Technology - Video and Visual Resume		●	●
Employability Tests		●	●
Assured Placement Assistance		●	●
Students portal Access		●	●
Job Fair	●	●	●
Co-branded Certification	Merit ●	Merit ●	Merit ●
Online Verification of Certificates		●	●
International Accreditation Certificate		●	●
Commercial - Trainer recruited by University (INR)	Courseware cost - 297 Learning Kit** - 500+ST	3511/- all inclusive	4860/- all inclusive
Franchise Fee	Nil	Waived	Waived

The Learning kit\*\* cost includes the following support from TEPL for RNB Global University:



- Assessments: TEPL shall extend the support to conduct online assessments for students on the assessment platform as per the curriculum requirements.
- Certification: TEPL shall issue co-branded certificate for successful candidates, subject to training quality conformance as per TEPL guidelines. The hard copy certificates shall be delivered to individual training centers for distribution.
- Personnel Training: TEPL shall provide all necessary trainings support in terms of process documents and trainings required to ensure seamless execution of the assessments.
- Online Verification: The certificates issued by TEPL shall be verifiable on the Tally education website.
- Practice Assessment: TEPL shall provide unlimited access to online practice exercises to students registered for evaluation



MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made on February 04, 2020

between

RNB Global University, Bikaner

and

Anurag Kala Kendra, Bikaner (Bikaner Theatre Festival)



PREAMBLE

Recognising the mutual benefits to be gained through a cooperative programme promoting Theatre activities and Managerial Skills, the RNB Global University (hereinafter referred as First party) and Anurag Kala Kendra, Bikaner (Bikaner Theatre Festival) (hereinafter referred as Second party) will enter into this academic and theatre art cooperation agreement.

OBJECTIVES

The purpose of this Memorandum of Understanding is to record formally this mutual interest of the RNB Global University and Anurag Kala Kendra, Bikaner (Bikaner Theatre Festival) in exploring, for a period of ten years following signatures on this MoU, collaborative theatre art, training and capacity building to address art, theatre and training opportunities in Bikaner for the mutual benefits of both parties.

Under this agreement the partner institutions will be able to collaborate in areas that will be of mutual benefit.

IMPLEMENTATION

1. The First Party shall participate through its Faculty Members and the Students in the Bikaner Theatre Festival organised by the Second Party since last many years.
2. The First Party shall not charge any amount for its participation in the Bikaner Theatre Festival.
3. The Second Party shall provide training in administration, Management, Execution of the Festival without any charges to the students participating at the Festival.
4. The Second Party shall provide free food facilities and the certification of participants etc. to all the students from the First Party without any charges.
5. The Second Party shall display the RNB Global University as "Volunteer Partner" in all its promotions & events in which the students from First party shall participate.



ATTESTED

CENTRAL NOTARY  
BIKANER (Raj.)  
INDIA

10/2/20





6. That the First Party shall be responsible for conveyance of all the participants to and fro between the University and the Festival at its cost.
7. Both Parties undertake to perform their part agreed upon here with good attention, full faith and to their best ability.

### DURATION AND TERMINATION

1. This MoU shall become effective on the date that it is signed by both parties and shall be valid for next Ten years.
2. Any changes to this MoU shall be subject to the written consent of both parties.
3. This MoU may be terminated by either party at any time, provided that the party who wishes to terminate gives written notice of its intention at least three months prior to termination.

### CONFIDENTIALITY

During the term of this MoU each party shall treat as confidential and shall not disclose to any person the terms of this MoU or any information or materials supplied or made available in connection herewith without the prior written consent of the other party, provided, however the party may disclose such information as required by law or to its professional advisers. This provision shall survive termination or expiration of this MoU.

### PUBLIC STATEMENTS

The parties acknowledge the merits of positive publicity, but they recognize that neither party should make any press announcements or public statement about the proposals in this MoU which have not been agreed in advance by the other party.

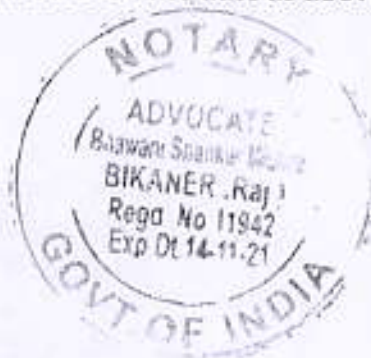
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, sign this MoU on the date as above written.

*Jm*  
10/12/2020  
Anurag Kala Kendra

Director  
प्रमुख कला केंद्र  
बीकानेर (राज.)

Witness:

1. Dr. Nikesh Sharma. *Nikesh Sharma*  
10/12/2020
2. Mr. Kailash Kumar. *Kailash Kumar*



RNB Global University  
Registrar



ATTESTED

*Kailash Kumar*  
CENTRAL NOTARY  
BIKANER (Raj.)  
INDIA

10/12/2020

# Certificate of Participation

This is to certify that

RNB Global University

has successfully qualified for  
Microsoft EDU-CLOUD Program  
for the period 26<sup>th</sup> June 2017 to 25<sup>th</sup> June 2018

This certificate is awarded as a recognition of true spirit and leadership demonstrated.



Amit Kumar  
General Manager - SWSBP

Microsoft Corporation India Private Limited



## Program Signature Form

Agreement number

V8693790

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Open Value Subscription Agreement for Education Solutions	X20-14233

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* RNB Global University
Signature* _____
Printed First and Last Name*
Printed Title* Vice Chairperson
Signature Date* 6/27/2015
Tax ID

\* indicates required field

Customer (Optional 2 <sup>nd</sup> )
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*
Tax ID

\* indicates required field

If Customer requires physical media, include the media form(s) with this signature form. For OV/OVS programs, products are available for online download from Volume Licensing Service Center.

After this signature form is signed by the Customer, send it and the Contract Documents to your Reseller, who must submit them to the Regional Operation Center. When the Agreement has been processed, Customer will receive a confirmation.



Prepared By: Karthik Karunakaran  
K.Karthik@Redington.co.in



## Open Value Subscription Agreement for Education Solutions

Agreement number  
Microsoft to complete

V8693790

Previous Enrollment or  
Agreement number  
Reseller to complete

This agreement must be attached to a signature form to be valid.

**Please note:** The Open Value Subscription Agreement for Education Solutions is a simplified alternative in electronic agreement format to the Campus and School Agreement with the Enrollment for Education Solutions.

This Open Value Subscription Agreement for Education Solutions is entered into between Institution and Microsoft as of the effective date identified on the signature form.

### Licensing Institution information

Institution ID: BEE6B593

Entity name\* RNB Global University

Contact name: First\* Kishan Kumar Last\* Bajaj

Contact email address\* info@rnbglobal.edu.in

Street address\* RNB Global City Ganganagar Road

City\* Bikaner

State\* RJ

Postal code\* 334601

Country\* India

Phone 0151 5156000

Tax ID (if applicable)

*\*indicates required field*

The personal information Institution provides in connection with this agreement will be used and protected according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

### Notices contact and online administrator

This individual to be assigned by Institution receives online administrator permissions and thus may grant online access to others. This contact also receives all notices.

Entity name\* RNB Global University

Contact name: First\* Kishan Kumar Last\* Bajaj

Contact email address\* info@rnbglobal.edu.in

Street address\* RNB Global City Ganganagar Road

City\* Bikaner

State\* RJ

Postal code\* 334601

Country\* India

Phone 0151 5156000

 This contact is a third party (not Institution)

Note: This contact receives personally identifiable information of Institution.

*\*indicates required field*

This agreement consists of (1) the terms and conditions of this agreement, (2) the Product List, (3) the Product Use Rights, (4) any orders submitted under this agreement, (5) the signature form, and (6) the Microsoft Qualified Educational User Definition located at <http://www.microsoft.com/licensing/contracts>.



**A. Select a purchasing option and license period.**

Unless Institution has a Qualifying Enrollment or Agreement upon signing this agreement, Institution must select at least one Desktop Platform Product from the Product categories below. To qualify for a Desktop Platform Product suite discount, Institution must order an available Desktop Platform Product suite and check all three Product categories below.

OS	<input checked="" type="checkbox"/> Please see the Product List for current Windows Desktop Operating System options
Office	<input type="checkbox"/> Please see the Product List for current Office options
CAL	<input type="checkbox"/> Please see the Product List for current CAL options

Desktop Platform Products may qualify for up-to-date (UTD) discount (attach UTD discount form). To qualify for the UTD discount, Institution must be entering into a new Microsoft subscription agreement, must choose and complete the 36-month Licensed Period, and must have the qualifying licenses, as described in the UTD discount form. The 12-month Licensed Period option does not offer UTD discount.

Please select only one of the following two initial Licensed Period options:

<input type="checkbox"/> 12 full calendar months Licensed Period	<input checked="" type="checkbox"/> 36 full calendar months Licensed Period
--	---

**B. Defining Institution's Organization (select only one option).**

Institution must define its Organization by choosing one of the options below. If Institution chooses to enroll only specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or clearly defined User group names. If the department, school location or clearly defined User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school includes the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

- Institution only
- Institution and all of its Affiliates
- Institution plus the listed Affiliate(s) and/or department(s), school location(s), and/or clearly defined User group(s) if Affiliate is a school without departments or school locations, of Affiliate(s) (please list the Affiliate(s), department(s), school location(s) and/or User group(s) of Affiliate(s) below)
- The listed department(s), school location(s), and/or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations, of Institution and any of its Affiliates, and any Affiliate(s) (please list department(s), school location(s) and/or User group(s) and any Affiliate(s) below)

Please indicate whether the Institution's Organization will include all new Affiliates acquired after the start of this agreement: Include future Affiliates

**C. Identify Institution price level.**

- Check this box if Institution's Organization-wide Count is at least 1000, in order to qualify for the next price level.



als

**D. Identify the Subscriptions manager and Software Assurance and online services managers (if different from notices).**

- a. **Software Assurance manager.** This contact will receive communication concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this agreement.

Entity name\* RNB Global University  
Contact name: First\* Kishan Kumar Last\* Bajaj  
Contact email address\* info@rnbglobal.edu.in  
Street address\* RNB Global City Ganganagar Road  
City\* Bikaner  
State\* RJ  
Postal code\* 334601  
Country\* India  
Phone 0151 5156000  
*\*indicates required field*

- b. **Subscriptions manager.** This contact will receive communication concerning registration for MSDN Products ordered under this agreement.

Entity name\* RNB Global University  
Contact name: First\* Kishan Kumar Last\* Bajaj  
Contact email address\* info@rnbglobal.edu.in  
Street address\* RNB Global City Ganganagar Road  
City\* Bikaner  
State\* RJ  
Postal code\* 334601  
Country\* India  
Phone 0151 5156000  
*\*indicates required field*

- c. **Online Services manager.** This contact will receive communication concerning online services.

Entity name\* RNB Global University  
Contact name: First\* Kishan Kumar Last\* Bajaj  
Contact email address\* info@rnbglobal.edu.in  
Street address\* RNB Global City Ganganagar Road  
City\* Bikaner  
State\* RJ  
Postal code\* 334601  
Country\* India  
Phone 0151 5156000  
*\*indicates required field*

**E. Identify Institution's reseller and distributor.**

- a. **Reseller**

Entity name\* Embee Software Pvt Ltd.  
Contact name: First\* Ankit Last\* Patni  
Contact email address\* ankit.patni@embee.co.in  
Street address\* 507 & 508 , 5th Floor , DLF Tower A , Jasola Dist. Center, Old Mathura Road,  
City\* New Delhi  
State\* DL  
Postal code\* 110025  
Country\* India  
Phone 9910018663  
*\*indicates required field*



b. Distributor

Entity name\* Redington India Limited  
Contact name: First\* Kanak Last\* Raj  
Contact email address\* redmsops@redington.co.in  
Street address\* 95, SPL Guindy House, Mount Road, Guindy  
City\* Chennai  
State\* TN  
Postal code\* 600032  
Country\* India  
Phone 91-44-42243242  
*\*indicates required field*

**.Name of Microsoft contracting Affiliate and notices contact information for Microsoft**

Microsoft Corporation (India) Pvt. Ltd.  
India Operations Center  
Ground Floor, Signature Building, Block E,  
Embassy Golf Links Business Park,  
Off Intermediate Ring Road,  
Bangalore - 560 071





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## Terms and Conditions

### 1. Definitions.

"Additional Product" means any Product available in the Defined Region, other than a Desktop Platform Product, that Institution chooses to license under this agreement;

"Affiliate" means

- a. if Institution is a non-public entity, any qualified educational user identified at <http://www.microsoft.com/licensing/contracts> that Institution owns or controls, that owns or controls Institution, or that is under common ownership or control with Institution; "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.
- b. If Institution is a government entity responsible for public education and training, any other qualified educational user identified at <http://www.microsoft.com/licensing/contracts> as of the effective date of this agreement that is:
  - (i) an agency, department, office, bureau, division, or other entity of that entity;
  - (ii) under the administrative control or supervision of that entity;
  - (iii) expressly authorized by the law to purchase as an education institution; and
- c. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"CAL" means client access license;

"Customer Data" means all data, including all text, sound, software, or image files that are provided to Microsoft by, or on behalf of, Institution through Institution's use of the Online Services or in connection with Services.

"Defined Region" means the geographical region as defined on the regional listing located at <http://www.microsoft.com/licensing/licensing-options/open-regional.aspx> where Institution is organized and operated;

"Desktop Platform Product" means any Product available in the Defined Region and identified on the Product List as such and that Institution chooses to license under this agreement (Desktop Platform Products may only be licensed on an Organization-wide basis under this agreement);



"Eligible Entity" means any entity that meets the qualified educational user definition at <http://www.microsoft.com/licensing/contracts>;

"Fix" means Product fixes, modifications or enhancements or their derivatives that Microsoft either releases generally (such as service packs) or that Microsoft provides to Institution when performing Services to address a specific issue;

"Faculty" means any employees, contractors and volunteers who teach or perform research for Institution and use an Institution Qualified Desktop;

"Graduate" means a Student who has completed (1) a grade or a level in a school or an educational institution in Institution's Organization that qualifies the Student for enrollment into college or university or (2) a diploma or degree from a college or university in Institution's Organization;

"Institution" means a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft. If Institution is a school district, "Institution" includes all participating schools in the same district. For the avoidance of doubt, the term "Customer" as used in certain supplemental forms (for example, the program signature form) has the same meaning as "Institution";

"License" means Institution's right to download, install, access, and use a Product;

"Licensed Period" means the period of time beginning on the effective date of this agreement and continuing for the period of time specified in this agreement (either 12 or 36 full calendar months);

"Microsoft" means the Microsoft Affiliate that has entered into this agreement and its Affiliates, as appropriate;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List;

"Organization" means the organization as defined by Institution in Section B above ("Defining Institution's Organization");

"Organization-wide Count" means the total quantity of Faculty and Staff in Institution's Organization. Institution must count a full-time member of its Faculty and Staff as 1, a part-time member of its Faculty as 1/3, and a part-time member of its Staff as 1/2;

"Previous Enrollment or Agreement" means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions;

"Product" means all products identified on the Product List, such as all software, Online Services and other web-based services, including pre-release or beta versions. Products may be available under programs that vary by region;

"Product List" means the statement published by Microsoft from time to time on the World Wide Web at <http://www.microsoft.com/licensing/contracts> or a successor site. The Product List includes any Product-specific conditions or limitations on the acquisition of Licenses for, or the use of, those Products;

"Product Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at <http://www.microsoft.com/licensing/contracts> or a successor site;

"Qualified Desktop" means a device that is used for the benefit of Institution's Organization or by for the benefit of Students enrolled in Institution's Organization and is: (1) a personal desktop computer, portable computer, workstation or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Desktop do not include any device that is: (1) designated as a servers and not used as a personal computer OR (2) an Industry Device OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Agreement) as part of Institution's Organization.

"Qualifying Enrollment or Agreement" means an Enrollment for Education Solutions or an Open Value Subscription Agreement for Education Solutions, the minimum requirements of which were met (i.e. a Qualifying Enrollment was not used) and that was entered into by Institution or Institution's Affiliate,



each active and valid upon signing this agreement. Institution must have been included in the Organization under an Enrollment for Education Solutions or Open Value Subscription Agreement for Education Solutions that is used as the Qualifying Enrollment or Agreement;

"Qualified User" means a User who (1) is a user of a Qualified Desktop or (2) accesses any server software or online services licensed within Institution's Organization. It does not include a person who accesses server software or online services solely under a license identified in the Qualified User exemptions in the Product List;

"Services" means all support, consulting and other services or advice, including any resulting deliverables provided to Institution by Microsoft. "Services" does not include Online Services;

"Services Deliverables" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Institution at the conclusion of Microsoft's performance of Services.

"Service Level Agreement" means the document specifying the standards to which Microsoft agrees to adhere and by which it measures the level of service for an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as described in the Product List;

"Software Updates" means additional or replacement code for any portion of a Product that Microsoft may make available to the general public without a fee from time to time.

"Staff" means any non-Faculty employees, contractors and volunteers who perform work for Institution and use an Institution Qualified Desktop;

"Student" means any student enrolled in any educational institution that is part of Institution's Organization, whether on a full or part-time basis;

"Student Count" means the total quantity of Students in Institution's Organization. Institution must count a full-time Student as 1 and a part-time Student as 1/3;

"Student Qualified Desktop" means a Qualified Desktop owned, leased or controlled by a Student, or owned, leased or controlled by Institution's Organization and assigned for individual, dedicated use by a Student;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"run" or "use" means to copy, install, use, access, display, or otherwise interact with;

"Users" means Institution, Faculty, Staff, and Students designated in this agreement to run the Products and members of the public who access PCs located in Institution's open access labs or libraries. Users must be qualified educational users as defined at <http://www.microsoft.com/licensing/contracts> as of the effective date of this agreement.

## **2. How the Open Value Subscription Agreement program works.**

- a. **What this agreement covers.** This agreement covers the Products and Software Assurance Institution orders from the Product List under the Open Value Subscription program. It allows Institution to license Products on a subscription basis across its defined Organization. Desktop Platform Products may only be licensed Organization-wide and Institution must license at least one Desktop Platform Product. Institution must select at least one of two different licensing options to license Organization-wide, Faculty and Staff or Students. Additional Products may be licensed in any quantity, and certain Additional Products identified in the Product List must be ordered for Institution's Organization-wide Count or Student Count, as applicable. Information about the use rights for Products licensed through the Open Value Subscription program is in the Product Use Rights. The Open Value Subscription program allows the Organization to run Microsoft software only during the term of the agreement. There is a buy-out option for the Licenses. If Organization exercises the buy-out option, the Licenses will become perpetual.
- b. **One-year Licensed Period.** An order must be submitted to indicate the Products Organization chooses to run.

- c. **Three-year Licensed Period.** An order must be submitted to indicate the Products Organization chooses to run. Thereafter, Institution must submit anniversary orders on the first and second anniversaries of the effective date of its agreement.
- d. **About Software Assurance.** Under the Open Value Subscription program, all Products come with Software Assurance.
- e. **Online services.** Online services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

### 3. **How to establish prices.**

- a. **Price levels.** Institution's prices for Desktop Platform Products will be based on the price level for which Institution qualifies. The price level is based on Institution's Organization-wide Count and does not change during the Licensed Period. If Institution chooses to extend this agreement, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count at the time the extension order is placed. There are no price levels for Additional Products. Price levels only apply if the Faculty and Staff licensing option is selected.
- b. **Microsoft offers savings**
  - (i) if Institution selects a Desktop Platform Product suite, and/or
  - (ii) if Organization is bringing perpetual Licenses of certain versions of Desktop Platform Products from Academic Open, Academic Select, Select Plus, OEM and/or FPP into this program. Microsoft offers a one-time reduced price (the price it charges the distributor/reseller) on the first year payment for the initial three-year Open Value Subscription agreement. Institution can consult its reseller for more details about the "up-to-date" (UTD) discount that Microsoft offers to its distribution channel. Organization is required to provide proof of licensing for the quantity that will qualify for the discount. Organization must have auditable licenses of current or prior versions of the Desktop Platform Products or Desktop Platform Product suites. For a list of Products eligible for the UTD discount, please refer to the Product List.
- c. **Product price and payment terms set by Institution's reseller.** Institution must choose and maintain a reseller in its Defined Region. The License price and payment terms for all Products ordered will be determined by an agreement between Institution and Institution's reseller. Institution must specify the country(ies) where Organization will use the Licenses when placing orders.
- d. Microsoft's prices (the prices it charges the distributor/reseller) to its distribution channel for Products under this agreement are established at the time the Product is first ordered and are re-established at extension or if Institution enters into a new agreement.
- e. **One-year Licensed Period.** Microsoft will not increase the price it charges to the reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding 12-month Licensed Period if Institution submits an extension order prior to the expiration of the Agreement for the same Products in the same quantities as ordered in the expiring Licensed Period.

### 4. **Licensing options and license grant — what Institution is licensed to run.**

- a. **Licensing options.** Organization must license Desktop Platform Products based on at least one of the following options: Faculty and Staff or Students. For the Faculty and Staff option, Institution's order quantity for Desktop Platform Products must be the Organization-wide Count, and for the Student option the Student Count. The Desktop Platform Product versions or SKUs (stock keeping units) included in Institution's initial order determine Organization's license rights for such Products.



- b. **License grant.** Microsoft grants the Organization a non-exclusive, worldwide and limited right to download, install and use software Products and to access and use the Online Services, each in the quantity ordered. The rights granted are subject to the terms of this agreement, the Product Use Rights and the Product List and are granted only for the Licensed Period. Microsoft reserves all rights not expressly granted in this agreement.
- (i) If the Faculty and Staff licensing is chosen, each Qualified User in the Organization (including Students and public users of Qualified Desktops in an open lab) may run the Desktop Platform Products, and Additional Products licensed for the Organization-wide Count, on any Institution Qualified Desktops. In the case of CALs, Organization may assign (1) a device CAL to each Institution Qualified Desktop and (2) a user CAL to each Faculty and Staff member, in both cases to access Institution's associated server software. Organization may not permit remote access to software installed on PCs in open access labs or libraries;
  - (ii) If the Student licensing option is chosen, each Student in the Organization may run one license of the Desktop Platform Products, and one license of Additional Products licensed for Organization's Student Count, on a Student Qualified Desktop. In the case of CALs, Organization may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant section(s) of the most current Product use rights;
  - (iii) Organization may run on Institution Qualified Desktops, and Students on Student Qualified Desktops, as many copies of other Additional Product(s) (i.e., Additional Products not licensed Organization-wide) Organization wishes so long as Institution places an order for required Licenses in the same month in which the Additional Product is first run. Order quantities must be equal to the number of copies Organization and Students run.
  - (iv) If Organization is licensing Office Professional and SharePoint Server CAL (Enterprise or Standard) for Faculty and Staff in its Organization under this Enrollment, then Organization's Students and their parents may use Office Web Applications at no charge for the purpose of Students' education in the Organization. There is no buy-out option for Office Web Applications.
- c. **Qualifying system License.** All desktop operating system Licenses provided under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade or a Desktop Platform Product suite, all Qualified Desktops on which the Windows Desktop Operating System Upgrade will be used must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing/contracts>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list may be more extensive at the time of the initial order than it is for subsequent orders and system refreshes during the term of this agreement. Exclusions are subject to change when new versions of Windows are released.
- For example: The following are not considered qualifying operating systems: (1) embedded operating systems; (2) Linux; and (3) OS/2. These are examples of exclusions only. Please see Product List for all current qualifying operating systems.*
- (If applicable) If selecting the Windows Desktop Operating System option (standalone or included in a suite), Institution acknowledges the following:
- (i) The Windows Desktop Operating System Upgrade Licenses offered through this agreement are not full licenses. Organization has qualifying operating system licenses for all Qualified Desktops (and Students for their Student Qualified Desktops) on which the Windows Desktop Operating System Upgrade License is run.
  - (ii) In order to use a third party to reimage the Windows Operating System Upgrade, Organization must certify that it has acquired qualifying operating system licenses. See the Product List for details.



- d. **Perpetual and non-perpetual rights.** Subscription licenses, rights to access and use Online Services, and most Software Assurance rights are temporary. For all other licenses, the right to use Software becomes perpetual only when all license, Software Assurance, or license and Software Assurance payments for that Software have been made and the applicable Software Assurance term has expired. Perpetual licenses obtained via Software Assurance replace any perpetual licenses to the prior version.
- e. **License confirmation.** All of the following, when taken together, are proof of Organization's Licenses, or if the buy-out option is exercised, perpetual Licenses: (1) this agreement and the order confirmation (as evidenced on Microsoft's VLSC web site), (2) for any transfers of perpetual Licenses allowed by this agreement, the documentation evidencing the License transfers, and (3) proof of payment.
- f. **Restrictions on use.** Organization may not:
- (i) separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;
  - (ii) reverse engineer, decompile, or disassemble the Product or Fix, except to the extent applicable law permits it despite this limitation;
  - (iii) distribute, sublicense, rent, lease, lend, or commercially host to third parties the Product or Fix, except as permitted in this agreement or in a separate agreement.
- g. **Non-Microsoft software and technology.**
- (i) Organization is solely responsible for any non-Microsoft software or technology that it installs or uses with the Product or Fixes. Microsoft is not a party to and is not bound by any terms governing Organization's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Organization under the open source licenses used by the third parties that own such code, not by Microsoft.
  - (ii) If Organization installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes through its actions (e.g., through Organization's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Institution.
  - (iii) If Organization installs or uses any non-Microsoft software or technology with the Products or Fixes, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.
- h. **License rights are not related to fulfillment of Software media; non-exclusive license.** These rights apply to the Licenses obtained under this agreement and are not related to any order for media which is covered separately under the section titled "Distributing media" below. Each Product is licensed to Institution, not sold. The Product is licensed on a non-exclusive basis and neither party is obligated to deal exclusively with the other.

## 5. **How to know what Product Use Rights apply.**

- a. **Product Use Rights.** Microsoft publishes Product Use Rights for each version of each Product.
- (i) **Product Use Rights for Products (other than Online Services).** The Product Use Rights in effect on the effective date of this agreement will apply to Organization's use of then-current versions of each Product (excluding Online Services). For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Organization's use of that version; unless Organization chooses to have such changes apply.



- (ii) **Product Use Rights for Online Services.** For Online Services, the Product Use Rights in effect on the subscription start date will apply to Organization's use of the Online Service for the first 12 months of the subscription term, except as otherwise noted in the Product Use Rights. The process for updating the applicable user rights are detailed in the Product Use Rights.
  - (iii) **Product Use Rights for earlier versions (downgrade).** Organization may use an earlier version of a Product than the version that is current on the effective date of the agreement. In that case, the Product Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Product Use Rights applicable to the earlier version apply with respect to those features.
- b. **No detrimental changes for Desktop Platform Products.** If a new version of a Desktop Platform Product has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the agreement, those more restrictive use rights will not apply to the Organization's use of that Product during that term.
  - c. **Use rights for different language version.** If Organization is using any different language version of any Product licensed under its agreement, Organization's use of the different language version will be governed by the Product Use Rights for the version licensed under this agreement.

## 6. **How to order Products.**

- a. **Sign this agreement.** Institution will be directed to a password protected Microsoft Web site to accept this agreement and allow its reseller to place Institution's order. Institution will receive an agreement confirmation which will indicate Microsoft's acceptance of the agreement. The agreement confirmation may be sent by email. After the reseller places Institution's first order, Institution will receive an order confirmation. This agreement will be terminated if Institution fails to place an order within 30 days of the agreement confirmation date. If Institution is unable to access Microsoft's Web site, Institution should contact its reseller.
- b. **Minimum order quantity.** Initial orders, anniversary orders, and extension orders must contain at least one Desktop Platform Product for Organization-wide Count or Student Count, as applicable. The Organization-wide count and/or Student count as applicable must be at least 5 licenses.

The minimum requirements listed above are waived if Institution has a Qualifying Enrollment or Agreement.

- c. **Placing the initial order.**
  - (i) Initial orders, anniversary orders, and extension orders must contain at least one Desktop Platform Product for Organization-wide Count or Student Count, as applicable. The Organization-wide count and/or Student count as applicable must be at least 5 licenses.
  - (ii) Orders for Desktop Platform Products and all component products that are part of the Desktop Platform Products must be for Institution's then-current Organization-wide Count.
  - (iii) Additional Products must be ordered in exact quantities needed (in any quantity.) Certain Additional Products may instead be ordered for the Organization-wide Count, as described in the Product List.
  - (iv) Products offered under the Student Offering must be ordered for the full Student Count, with the exception of certain Products designated in the Product List.
  - (v) From time to time, Microsoft may offer additional licensing options for Students based on Licenses for Products ordered for Institution's Organization-wide Count, which will be described in the Product List.



- d. **Adding new Products not previously ordered.** Orders can be submitted for Products that were not part of the initial order. The order must be placed in the month in which those copies are first run.
- (i) Orders for Desktop Platform Products and all component products that are part of the Desktop Platform Products must be for Institution's then-current Organization-wide Count.
  - (ii) Additional Products must be ordered in exact quantities needed (in any quantity.) Certain Additional Products may instead be ordered for the Organization-wide Count, as described in the Product List.
  - (iii) Products offered under the Student Offering must be ordered for the full Student Count.

The Licensed Period for additional orders will be the same as the agreement Licensed Period.

Microsoft will invoice the distributor, for the Products ordered. Microsoft will use the price list in effect on the date of the invoice to charge Institution's distributor for the additional Licenses.

e. **Adding more copies of Products previously ordered**

- (i) For Desktop Platform Products, and Additional Products licensed Organization-wide, and products offered under the Student offering, Institution does not need to submit orders to increase the number of copies run. However, increases in Organization-wide Count or Student Count, as applicable, must be reported at each anniversary of the agreement effective date.
- (ii) Other Additional Products (i.e., not licensed Organization-wide) are licensed based on the number of Licenses acquired. At any time during the Licensed Period (including any extension), Organization may run additional copies of any previously ordered Additional Products, provided Institution submits orders for such copies. The order must be placed in the month in which those copies are first run.

f. **Extension orders and subsequent annual orders.** Institution must submit orders based on the following:

- (i) **One-year Licensed Period.** An extension order must be submitted to extend the agreement for another Licensed Period. The extension order must be received by Microsoft prior to the expiration of the Licensed Period. The selection and quantity of individual Products ordered, not the Product categories selected in section A above, can be changed at each extension order.
- (ii) **Three-year Licensed Period.** An anniversary order must be received by Microsoft prior to each anniversary of the agreement effective date, and a subsequent extension order must be received by Microsoft prior to the expiration of the initial three-year Licensed Period. Each anniversary order must be for at least the same Product selection and total quantity as ordered during the one-year period in which each Product was first ordered, except for step-ups and any additional products not ordered Organization-wide. When placing anniversary orders, Institution may order fewer licenses for Online Services than the quantity of Institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services.

- (iii) Microsoft will give Institution prior written notice each anniversary to submit an annual order to Institution's reseller.

g. **How to confirm orders.** Microsoft will publish information about orders placed by Institution, including an electronic confirmation of each order on a password-protected site on the World Wide Web at <https://www.microsoft.com/licensing/servicecenter> or a successor site. Upon Microsoft's acceptance of this agreement, the contact identified for this purpose will be provided access to this site.

h. **Step up to a higher Product edition.** If a previously ordered Product has multiple editions, Organization may migrate to the higher edition by stepping up (e.g. from Core





CAL to Enterprise CAL or from SQL Server Standard Edition to SQL Server Enterprise Edition.) The order requirements set forth in subsection 6d above apply to step-ups for both Desktop Platform Products and Additional Products.

- i. **Pay for orders.** Institution must pay its reseller for the Products ordered.
- j. **Changing a reseller.** If Institution discontinues its relationship with a reseller, Institution must choose a replacement reseller in Institution's Defined Region. If Institution intends to change its reseller, Institution must notify Microsoft and the former reseller in writing on a form that Microsoft provides at least 30 days prior to the date on which the change is to take effect.

## 7. **Making copies of Products and re-imaging rights.**

- a. **General.** Institution may make as many copies of the Products licensed as necessary to distribute the Products within the Organization. All copies of any Product must be true and complete copies (including copyright and trademark notices) from master copies obtained from Microsoft or a Microsoft approved fulfillment source. Institution may also have a third party make or distribute copies but Institution is responsible for such third party's actions. Institution agrees to make reasonable efforts to notify its employees, agents, and other individuals running a Product that the Product is licensed from Microsoft and subject to the terms of this agreement.
- b. **Re-imaging rights.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), or (2) as a full packaged Product through a retail source, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
  - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
  - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
  - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
  - (iv) Any Product-specific processes or requirements for re-imaging identified in the Product List.
  - (v) Re-imaged Products remain subject to the terms and use rights provided with the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

## 8. **Transfer and reassigning Licenses.**

- a. **License transfers.** License transfers are not permitted, except that Institution may transfer fully-paid perpetual licenses to:
  - (i) an Affiliate, or
  - (ii) a third party solely in connection with the transfer of hardware or employees to whom the licenses have been assigned as part of (1) a divestiture of an Affiliate or a division of an Affiliate or (2) a merger involving Institution or an Affiliate.
- b. **Notification of License Transfer.** Institution must notify Microsoft of a License Transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the license transfer. No License transfer will be valid unless Institution provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and



the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Organization. Licenses and Software Assurance may be reassigned within the organization as described in the Product Use Rights.

## 9. **Term and termination.**

- a. This agreement will be effective on the date it is accepted by Microsoft unless a Qualifying/Previous Enrollment or Agreement number is provided at the top of this agreement. In that case, the effective date will be one day following the expiration of the Qualifying/Previous Enrollment or Agreement.
- b. This agreement ends 12 or 36 full calendar months from the effective date. The term is indicated in Section A of this agreement titled "Select a purchasing option and license period." Microsoft will provide Institution prior written notice advising of the extension and buy-out options.
- c. Either party may terminate this agreement only in the event of a material breach by the other party. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days prior written notice and opportunity to cure.
- d. When this agreement expires or is terminated:
  - (i) If Institution does not submit an extension order or signs a new agreement based on the "Extending this agreement or signing a new agreement" section the agreement will expire. Since all Licenses under this agreement are temporary, the Organization will not be eligible to obtain Software Assurance for those Licenses under any other program without first acquiring a perpetual License or a License and Software Assurance.
  - (ii) If the agreement is terminated, or Institution does not exercise the buy-out option and allows the agreement to expire, then all copies of the Products licensed under this agreement and its associated media must be deleted and destroyed. Microsoft may request written certification of the deletion and destruction.
- e. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an online service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the online service without modification, and/or (3) causes Microsoft to believe these terms or the online service may be in conflict with any such requirement or obligation.
- f. **Program updates.** Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement at the time of an agreement extension.

## 10. **Extending this agreement or signing a new agreement.**

- a. **Extending the agreement.** Institution has a one-time option to extend this agreement and place additional orders under it for one additional term of 36 full calendar months. Institution's entries in sections A, B, and/or C above remain unchanged upon extension. If Institution wishes to extend the agreement after the first term expires, it must submit an extension order prior to or at the expiration of the first term. The extension will start the day after the first term ends. If Microsoft makes a change to the Open Value Subscription program, the extension option may not be available and Institution may have to enter into a new agreement.
- b. **Signing a new agreement.** If Institution wishes to continue its subscription after the agreement expires, it may enter into a new agreement and place orders under it. In order



to be considered as a consecutive term for the buy-out eligibility calculation purpose, Institution must place an order under the new agreement prior to or at the expiration of the existing agreement term. The new agreement will start the day after the existing agreement ends.

## **11. Buy-out.**

Institution may elect to obtain perpetual Licenses for Products after subscribing for three or more consecutive years under the Open Value Subscription program through several one-year License Periods or a three-year License Period or combination of both. The buy-out order can be placed only at the end of the agreement term. Institution must submit an order to the reseller at least 30 days before the end of that term and pay the buy-out price. The buy-out price is determined by agreement between Institution and its reseller.

The buy-out order quantity for Licenses for Desktop Platform Products shall be at least equal to the Organization-wide Count but shall not exceed the total quantity of Institution Qualified Desktops in its Organization on the date of the buy-out order. The buy-out order quantity for Additional Products shall be the lowest total quantity of copies ordered during any of the three 12 month periods immediately preceding expiration of this agreement. The buy-out option is not available for Products licensed under the Student option.

Except as specifically provided otherwise in the Product Use Rights, perpetual Licenses acquired through this buy-out option are device-based Licenses. The license grant in Section 4b(i-ii) above does not apply to such perpetual Licenses. For example, a License is required for each Qualified Desktop on which the Organization desires to run Office.

The Institution's prices for buy-out Licenses will be the buy-out prices in effect for its price level for that Product as of the date that it places its first order for that Product or as specified with the initial order.

If Institution opts to buy out Licenses and desires to maintain Software Assurance coverage, Institution must renew Software Assurance on or before the end of the agreement term by signing a new license agreement.

## **12. Confidentiality.**

Microsoft may use any technical information it derives from providing services related to Microsoft software for problem resolution, troubleshooting, Product functionality enhancements, and Fixes for Microsoft's knowledge base. Microsoft agrees not to identify or disclose any confidential information in any item in the knowledge base. Microsoft is not obligated to restrict the future work assignments of people who have had access to Institution's confidential information. In addition, the parties and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how, or techniques, so long as confidential information of the other party is not disclosed in the course of such use.

To the extent permitted by applicable law, the terms and conditions of this agreement are confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

## **13. Warranties.**

- a. **Limited warranty.** Microsoft warrants that:
  - (i) Online Services will perform in accordance with the applicable Service Level Agreement; and
  - (ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation.
- b. **Limited warranty term.** The limited warranty for:



- (i) Online Services is for the duration of Organization's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement; and
  - (ii) Products other than Online Services is one year from the date Organization first uses the Product.
- c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:
- (i) the limited warranty does not cover problems caused by accident, abuse, or use of the Products in a manner inconsistent with this agreement or the Product Use Rights or resulting from events beyond Microsoft's reasonable control;
  - (ii) the limited warranty does not apply to components of Products that Organization is permitted to redistribute; and
  - (iii) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.
- d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Institution notifies Microsoft within the warranty term, then Microsoft will,
- (i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;
  - (ii) for Products other than Online Service, at its option, either (1) return the price paid for the Product, or (2) repair or replace the Product; and
  - (iii) for Services, at its option either (1) return the price paid for the specific Service or (2) re-perform the specific Service

These are Institution's only remedies for breach of the limited warranty, other than remedies required to be provided under applicable law.

- e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM. Any warranties, guarantees, or conditions that cannot be disclaimed as a matter of law last for one year from the start of the limited warranty.**

#### 14. **Defense of infringement and misappropriation claims.**

- a. **Microsoft's agreement to protect.** Microsoft will defend Institution against any claims made by an unaffiliated third party that (i) any Product or Fix made available by Microsoft for a fee infringes that party's patent, copyright or trademark or makes unlawful use of its Trade Secret or (ii) arising from Microsoft's provision of an Online Service in violation of laws applicable to Microsoft as a service provider. Clause (ii) will not apply to (A) any laws or regulations applicable to Institution or Institution's industry that are not also generally applicable to information technology security providers, and (B) any violations of laws or regulations related to a claim covered under clause (i). Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This Section 14 provides Institution's exclusive remedy for these claims.
- b. **Limitations on defense obligation.** Microsoft's obligations under (a)(i) above will not apply to the extent that the claim or award is based on:
- (i) Customer Data, non-Microsoft software, modifications Institution makes to, or any specifications or materials Institution provides or makes available for, a Product or Fix;
  - (ii) Organization's combination of a Product or Fix with a non-Microsoft product, data or business process; or the use of a non-Microsoft product, data or business process;



(iii) Organization's use of either Microsoft's trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms; or

(iv) Organization's use of a Product or Fix after Microsoft notifies Institution to discontinue that use due to a third party claim.

Institution will reimburse Microsoft for any costs or damages that result from any of the above actions.

**c. Institution's agreement to protect.** Institution will defend Microsoft against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Institution's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or

(ii) arises from violation of the Acceptable Use Policy, which is described in the Product Use Rights.

Institution must pay the amount of any resulting adverse final judgment (or settlement to which Institution consents). This section provides Microsoft's exclusive remedy for these claims.

**d. Rights and remedies in case of possible infringement or misappropriation.**

(i) **Microsoft offerings.** If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Organization the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Organization to discontinue use of the prior version, which Organization must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Organization's license or access rights in the Product or Fix. In such a case, Microsoft will notify Institution and refund any amounts Institution has paid for those rights to the Product or Fix (or for Online Services, any amount Institution has paid in advance for unused Online Services).

(ii) **Customer Data or use of non-Microsoft software with Online Services.** If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Organization with the Online Services violates their intellectual property rights, Microsoft may ask Institution to remove the allegedly infringing item. If Institution fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

**e. Obligations of protected party.** Institution must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Institution promptly in writing of a claim subject to the Subsection titled "Institution's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

## 15. *Limitation of liability.*

**a. Limitation on liability.** To the extent permitted by applicable law, the total liability of each party, including its Affiliates and its contractors for all claims arising under this agreement is limited to direct damages up to (1) for Services, the amount Institution was required to pay for the Services under the applicable Statement of Services, (2) for each Product other than Online Services, the amount Institution was required to pay for the Product and, (3) for Online Services, the amount Institution paid for the Online Service during the 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service. In the case of Products or Services provided free of charge or code that

Institution is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages and capped at U.S. \$5,000. These limitations apply regardless of whether the asserted liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, the monetary limitations in this section will not apply to:

- (i) Microsoft's and Institution's obligations under the section titled "Defense of infringement and misappropriation claims";
  - (ii) liabilities arising out of any breach by either party of its obligations under the section titled "Confidentiality"; except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited as provided above for the applicable Online Service or Services; and
  - (iii) violation by either party of the other party's intellectual property rights
- b. **EXCLUSION OF CERTAIN DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF (1) ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), (2) THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (3) OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."
- c. **Affiliates and contractors.** Neither Microsoft nor Institution shall bring any action against the other's Affiliates or contractors in respect of any matter which is disclaimed on their behalf in this Section. Each party will indemnify the other in the event of any breach of this provision.

## 16. *Verifying compliance.*

Institution must keep all usual and proper records relating to the Products the Organization runs. Microsoft may request that Institution conduct an internal audit of all Microsoft Products in use throughout the Organization, comparing the number of Products in use to the number of effective Licenses issued in its name. Following any audit, Institution agrees to deliver to Microsoft a written statement signed by its authorized representative, certifying that either (1) Organization has sufficient Licenses to permit all usage disclosed by the audit, or (2) it has ordered sufficient Licenses to permit all usage disclosed by the audit. By requesting an internal audit, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

## 17. *Work at home rights.*

During the Licensed Period, Faculty and Staff who are the primary users (as defined in the Product use Rights) of an Institution Qualified Desktop running one or more Products licensed by the Organization may run one copy of each licensed Product on a home PC that they own or lease (or, for work at home rights for a Client Access License, to access the server Product(s) licensed by Organization from a home PC that they own or lease), solely for work-related purposes. The total number of Faculty and Staff exercising work at home rights for Desktop Platform Products and Additional Products licensed Organization-wide may not exceed the Organization-wide Count. For Additional Products, the number of Faculty and Staff exercising work at home rights may not exceed the number of Licenses Organization has acquired for such Additional Products. If Institution upgrades the Product on the Qualified Desktop used by a Faculty and Staff member, the corresponding copy of the Product run on a home PC may likewise be upgraded. Work at home rights for Faculty and Staff automatically terminate upon cessation of employment by or other affiliation with Institution, and the copy of the Product may no longer be run on the home PC. Though

Institution is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages and capped at U.S. \$5,000. These limitations apply regardless of whether the asserted liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, the monetary limitations in this section will not apply to:

- (i) Microsoft's and Institution's obligations under the section titled "Defense of infringement and misappropriation claims";
  - (ii) liabilities arising out of any breach by either party of its obligations under the section titled "Confidentiality"; except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited as provided above for the applicable Online Service or Services; and
  - (iii) violation by either party of the other party's intellectual property rights
- b. **EXCLUSION OF CERTAIN DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF (1) ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), (2) THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (3) OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."
- c. **Affiliates and contractors.** Neither Microsoft nor Institution shall bring any action against the other's Affiliates or contractors in respect of any matter which is disclaimed on their behalf in this Section. Each party will indemnify the other in the event of any breach of this provision.

## 16. *Verifying compliance.*

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## 17. *Work at home rights.*

During the Licensed Period, Faculty and Staff who are the primary users (as defined in the Product use Rights) of an Institution Qualified Desktop running one or more Products licensed by the Organization may run one copy of each licensed Product on a home PC that they own or lease (or, for work at home rights for a Client Access License, to access the server Product(s) licensed by Organization from a home PC that they own or lease), solely for work-related purposes. The total number of Faculty and Staff exercising work at home rights for Desktop Platform Products and Additional Products licensed Organization-wide may not exceed the Organization-wide Count. For Additional Products, the number of Faculty and Staff exercising work at home rights may not exceed the number of Licenses Organization has acquired for such Additional Products. If Institution upgrades the Product on the Qualified Desktop used by a Faculty and Staff member, the corresponding copy of the Product run on a home PC may likewise be upgraded. Work at home rights for Faculty and Staff automatically terminate upon cessation of employment by or other affiliation with Institution, and the copy of the Product may no longer be run on the home PC. Though

Microsoft may offer both work at home rights and home use program rights under Software Assurance for a Product. Organization must choose to utilize either work at home rights or home use program rights for its Users for such Product, but not both.

## 18. *Distributing media.*

- a. **To Faculty and Staff.** Institution may acquire the quantity of media as necessary to distribute the Products to Faculty and Staff for use in accordance with the agreement. All media for a particular Product must be acquired from Microsoft or a Microsoft-approved fulfillment source for that Product. Institution may also copy volume licensing media acquired from Microsoft or a Microsoft-approved fulfillment source for distribution to Faculty and Staff Qualified Users only. All copies must be true and complete copies (including copyright and trademark notices). Institution must maintain the security of any volume licensing keys provided with volume licensing media in accordance with applicable Product Use Rights and other restrictions and may disclose them only to employees authorized to engage in the installation and support of the Products. Institution may not disclose volume licensing keys to Faculty and Staff for work-at-home rights or Students or to any other unauthorized third party.
- b. **To Faculty and Staff work at home Qualified Users and to Student Qualified Users.** If Institution chooses Faculty and Staff work at home rights for selected Products or elects the Student option, access to media by Faculty and Staff for work at home purposes and by Students must be restricted and regulated by Institution. All media for Products distributed to Faculty and Staff for work at home purposes and to Students must be acquired from Microsoft or a Microsoft approved fulfillment source, and such Products may be distributed to such Qualified Users only in the following ways:
- (i) if individual Student-media CD-ROM or disk sets (collectively, "Student Media") is purchased for a particular Product, Institution may distribute one copy of such Student Media directly to each authorized Faculty and Staff member for work at home rights or Student (Student Media may contain Product activation features that limit the number of installations); the reseller can identify media and Products that contain Product activation features. Institution is advised to contact its reseller for details on ordering and distributing Student Media; or
  - (ii) using volume licensing media acquired pursuant to this agreement, via (1) controlled download from a secure network server(s) or other storage device(s), (2) manual installation at a central location that Institution controls, or (3) a system of controlled short-term checkout of applicable volume licensing media solely for purposes of individual user installation, provided that this option (ii) is available only for Products for which a volume licensing key is not required.
  - (iii) **Additional method of software distribution.** Institution may distribute copies of and updates to Desktop Platform Products to Faculty and Staff (work at home rights only) and Students, when Organization is licensed to do so. Institution may also distribute through a Microsoft-approved entity selected by Institution to electronically distribute copies via download from secure network server(s) or other storage device(s), provided Institution or the Microsoft approved entity controls the download to ensure that the number of permitted copies is not exceeded and those making the download are licensed to do so.
- c. **To Students.** Institution may order media to distribute the Products to Students for use in accordance with this agreement. Institution's order for media must specify version number and country of usage. Institution may only use the media received under this agreement to transfer Products to eligible Students. Products may only be transferred in the same media format that Institution receives under the agreement. Orders must be placed with the reseller named on the agreement. Institution may use a third party to complete and process eligible Students' orders for media under its agreement and to distribute media to eligible Students. Institution remains responsible for the third party's actions to the same extent Institution would be if the third party was its employee. Price and payment terms, including all taxes, for media ordered are determined by agreement with Institution's designated reseller. Institution's designated reseller is authorized to



purchase media Products from the Microsoft authorized replicator identified by Microsoft from time to time (the "Microsoft Authorized Replicator(s)") solely for the purpose of fulfilling orders placed under the agreement. Institution's designated reseller may purchase from the Microsoft Authorized Replicators media and documentation only for those Products available under the agreement.

#### 19. **Redistribution of Software Updates to Students.**

- a. **License grant.** Microsoft grants Organization a limited, non-exclusive, royalty-free, non-assignable, non-transferable, revocable License to distribute Software Updates to Institution's Students in accordance with the terms of this section. Organization's Students must use the Software Updates solely for their personal benefit in accordance with the end-user License Agreement with Microsoft ("EULA") included with each Software Update.
- b. **Redistribution of Software Updates.** Organization may redistribute Software Updates to its Students (1) by electronic means provided that Institution's method of electronic distribution is adequately licensed and incorporates access control and security measures designed to prevent modification of the Software Updates and access by the general public or (2) by acquiring authorized copies on fixed media from Microsoft or a fulfillment source approved by Microsoft.
- c. **Limitations.** Organization may not (1) produce or replicate Software Updates on to CDs or other distributable storage media, (2) combine the Software Updates with other, non-Microsoft software, (3) distribute any Software Updates as a stand-alone component via email attachment, (4) charge for the Software Updates, other than to recover any reasonable costs incurred in providing the updates to its students; (5) remove, modify, or interfere with the EULA or the EULA acceptance functionality included by Microsoft with any Software Update; or (6) alter the Software Updates in any way. Microsoft is not responsible for any cost related to the acquisition, distribution, or recall of the Software Updates.
- d. **Tracking and recall, replacement Software Updates.** Organization must track the quantity and method of distribution of the Software Updates by means that will allow Institution to provide notice of a recall and offer replacements as provided in this subsection. Institution agrees to stop redistributing Software Updates within 10 days of receipt of a notice of recall from Microsoft and within 30 days of that notice Institution agrees to (1) return to Microsoft or destroy all copies of Software Updates in Organization's possession and (2) notify Organization's Students of the recall by the same or similar means in which they were notified of the availability of the Software Updates.  
If Microsoft makes available to Organization a replacement Software Update, Organization agrees to make the replacement available to its Students, or Faculty and Staff, within 30 days of receipt in the same quantity and method(s) of distribution as Organization made the original Software Update available. The distribution of replacement Software Updates is subject to the same conditions and restrictions as Software Updates under this section.
- e. **No warranties; exclusion of indirect, special, incidental, consequential, and certain other damages.** Notwithstanding anything to the contrary in this agreement, and to the extent permitted by law, Software Updates that Organization redistributes to its Students are provided "as is" without any warranties. Institution acknowledges that the provisions of this paragraph with regard to the Software Updates are reasonable considering, among other things, that the Software Updates are complex computer Products. Institution further acknowledges that the performance of the Software Updates will vary depending upon hardware, platform, and Products interactions and configurations.

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES THAT ARISE OUT OF OR ARE IN ANY WAY RELATED TO ORGANIZATION'S REDISTRIBUTION OF THE SOFTWARE UPDATES TO ITS STUDENTS. FURTHERMORE, IN NO EVENT SHALL**

MICROSOFT BE LIABLE FOR ANY SUCH DAMAGES BASED DIRECTLY OR INDIRECTLY UPON THE PROVISION OF SOFTWARE UPDATES OR UNAVAILABILITY OF SOFTWARE UPDATES—INCLUDING WITHOUT LIMITATION, DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITY, LOSS OF DATA AND THE LIKE, FAILURE TO MEET ANY DUTY, OR NEGLIGENCE.

- f. **Limitation of liability.** With respect to Organization's redistribution of the Software Updates, the limitation of liability provisions in this agreement shall apply in those situations in which Organization or its Users assert a right to damages or other compensation from Microsoft.
- g. **No support.** Institution understands that Microsoft has no obligation to provide any support for Software Updates that Organization may redistribute to its Students, including any benefits accruing from Software Assurance.
- h. **Applicability.** The provisions of this section shall not apply to the distribution of Fixes to Students so long as the Fix distributed is for a Product the Students are authorized to run. All other redistribution of additional or replacement code to Students is subject to the provisions of this section.

## 20. *Miscellaneous.*

- a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail or express courier to the addresses and numbers listed on the signature form and in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier confirmation of delivery.
- b. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted in this agreement. The Products are protected by copyright and other intellectual property rights laws and international treaties.
- c. **Order of precedence.** In the case of a conflict between any documents in this agreement that is not expressly resolved in the documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product List, (3) the Product Use Rights, (4) all orders submitted under this agreement, and (5) any other documents in this agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- d. **Applicable law, venue, and jurisdiction.** This agreement is governed by the laws of India. Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. The arbitration shall be in accordance with the International Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference into this subsection. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of arbitration shall be English and the venue of arbitration shall be Singapore. The decision of the arbitrator shall be final and binding and incontestable and may be used as a basis for judgment thereon in India or elsewhere. To the fullest extent permitted by applicable law, the parties waive their right to any form of appeal or other similar recourse to a court of law. The courts of New Delhi shall have exclusive jurisdiction to entertain any suits relating to enforcement of the award and/or for award of any interim protection. This choice of venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.
- e. **Severability.** If a court holds any term of this agreement to be illegal, invalid, or unenforceable, the remaining terms will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.
- f. **Survival.** Provisions regarding Product Use Rights, restrictions on use, transfer of licenses, warranties, warranty limitations, limitation and exclusions on damages, defense

against intellectual property claims, confidentiality, compliance verification, obligations on termination or expiration, and this "Miscellaneous" section will survive termination or expiration of this agreement.

- g. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability upon Microsoft.
- h. **Institution's responsibility for others using the Product; third parties that may benefit from this agreement.** Institution must use reasonable efforts to make its employees, agents, Affiliates, and others using the Product aware that the Product may be used only according to this agreement.

Certain sections of this agreement are for the benefit of Microsoft Affiliates. As a result, Microsoft and its Affiliates are entitled to enforce this agreement. Except for Microsoft Affiliates, this agreement does not create any enforceable rights by anyone other than Microsoft and Institution. Any representation or agreement made by Microsoft's Affiliates that would change the terms of this agreement must be in writing and signed by Microsoft's authorized representative.

- i. **Privacy and security.** Microsoft and Institution will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Institution or Institution's industry that are not also generally applicable to information technology services providers. Institution consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement.

Institution may choose to provide personal information to Microsoft on behalf of third parties (including Institution's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Institution will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

The personal information Institution provides in connection with this agreement will be processed according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter> (see footer), except that Product-specific privacy statements are in the Product Use Rights. Personal data collected through Products may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products, Institution consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

For Online Services, additional privacy and security details are in the Product Use Rights.

- j. **Advisor fee.** Microsoft, or its Affiliates, sometimes pays fees to software advisors, or other third parties authorized by Microsoft or one of its Affiliates. The fees are in exchange for their advisory Services. The payment of fees depends upon several factors, including the type of agreement under which Institution orders Licenses, which Licenses Institution orders, and whether Institution chooses to use an advisor. The fee amounts increase with the size of the orders Institution places under this agreement.
- k. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Institution must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>. Institution will notify Microsoft at [cmec@microsoft.com](mailto:cmec@microsoft.com) as to any regulatory or legal controls on the use, access or transfer of Institution's software or technology prior to such use, access or transfer to/by Microsoft. Institution will provide sufficient information to permit Microsoft to comply with applicable controls on Institution's software or technology.

- l. **Subcontractors.** Microsoft may use contractors to support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.
- m. **Natural disaster.** In the event of a "natural disaster", Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- n. **Section headings.** All section and subsection headings used in this agreement, as well as any Enrollments or Statement of Services, are for convenience only and shall not affect the interpretation of this agreement.

Electronically Submitted

