

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made and entered into as of the day of **January**, 2025, by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act 1956 and with its corporate office located at TCS House, Raveline Street, Fort, Mumbai 400001, India ("Vendor") and **Bihar State Disaster Management Authority**, having its office at 5th Floor, D & E Block, Sardar Patel Bhawan, Nehru Path, Patna - 800023 (hereinafter referred to as "Customer").

For and in consideration of the mutual promises and covenants contained hereinafter, the sufficiency and adequacy is hereby acknowledged by both parties, intending to be legally bound, the Vendor and Customer agree as follows:

1. SCOPE OF SERVICES

1.1. Statement of Work Customer retains Vendor for and Vendor accepts and agrees to provide Customer with, professional services in information technology, including consulting, programming, application development, maintenance and support services and technical, engineering, design, conversion, development and implementation, site management, site operation, training, project management and related services from time to time during the term of this Agreement. The Services may be performed by the Vendor or by any of the Vendor's affiliates on behalf of the Vendor. The scope and description of specific project services where Vendor and Customer agree that Vendor takes end to end responsibility for the execution of a project, including supervision and management of the project execution ("Project Services") to be provided by Vendor and specific deliverables to be created and provided to Customer as part of the Project Services ("Deliverables") will be mutually agreed and set forth in individual Project Statement of Work ("Project SOW" or "Project Statement of Work"). Each Project Statement of Work that may be executed by the Parties under this Agreement will be substantially in the form attached hereto as Exhibit A, referencing this Agreement. Any other professional services to be provided by Vendor by assignment of personnel with requisite skills to perform the services along with Customer's staff or under the guidance and direction of Customer where Vendor does not retain the project management responsibilities ("Consulting Services"), may be provided by Vendor pursuant to a consulting services statement of work ("Consulting Services SOW") substantially in the form of Exhibit B. Project Services and Consulting Services set forth in an applicable Statement of Work are referred to hereinafter as "Services". Any Statement of Work, when executed by both Parties shall be deemed to incorporate all applicable provisions of this Agreement. A Statement of Work may provide for provision of Services on a time and materials basis based on hourly or monthly rates as set forth in the applicable SOW or on a fixed price basis as agreed to and set forth in the applicable SOW. If Customer desires Vendor to provide any Services outside India, the Vendor may cause its applicable local affiliate of Vendor to execute the applicable Statement of Work incorporating the provisions of this Agreement. Further, in performing the Services hereunder Vendor may utilize the personnel, resources and facilities of its Affiliates and other long term sourcing associates provided that in all such cases Vendor remains fully responsible and liable for the performance of Services and as between Customer and Vendor, with respect each individual assigned by Vendor to perform the Services, Vendor shall retain the same responsibilities and liabilities as Vendor has with respect Vendor's own employees.

1.2. Change in Scope of Services in a Statement of Work Either Party may request a change in the scope of Services or Deliverables or the project but no such change shall be effective and binding unless such changes are documented in a change control document and signed by both parties. If Customer desires to



propose a change in a Statement of Work, Customer shall deliver to Vendor a change request in writing, describing the changes proposed. Promptly following Vendor's receipt of Customer's change request, Vendor shall submit a written change order proposal to Customer. If Vendor desires to propose any change Vendor shall submit to the Customer a written description of the change in the form of a proposed change order for Customer's review and approval. Any change order document prepared by the parties shall include, among other items, an estimate of additional charges to Customer, if applicable, for the modified Services, any additional software or other material required to implement the change and any expected impact on the project schedule or service levels under the Statement of Work. On Customer's written approval of the change order document submitted by Vendor the parties shall sign the change order whereupon the Statement of Work shall be deemed to have been amended by the change order. No change to any Statement of Work shall be binding on the parties unless the change order has been signed by authorized representatives of each party.

1.3. Project Managers; Reports With respect each Project SOW, each party shall appoint a qualified staff member or other representative to act as project manager (each, a "Project Manager") for the Services to be performed under each Statement of Work. Each Project Manager shall act as the single point of contact for the party appointing such Project manager in connection with the performance of such Services for the applicable Project. Vendor agrees to submit written reports on the progress of the Project Services performed under each Project Statement of Work as may be reasonably requested from time to time by Customer's Project Manager.

1.4. Vendor Personnel The persons assigned by Vendor to perform the Services shall have appropriate technical and professional skills and experience to enable them to perform their duties in a professional and workmanlike manner, consistent with generally accepted industry standards for the performance of such Services. For Project Services, Vendor shall use commercially reasonable efforts to maintain continuity of its personnel until completion of the applicable Project. Vendor agrees not to remove key personnel identified in a Project Statement of Work ("Key Personnel") except with prior approval of Customer (such approval not be unreasonably withheld by the Customer). This clause shall, however, not apply to a case of death, retirement, illness, resignation or termination of employment of any Key Personnel for whatever reason by the Vendor. In the event that Vendor replaces any person performing Services under a Statement of Work with another person, Customer shall not be responsible for any costs associated with any training, orientation or other steps to bring such replacement person to the same level as the replaced person that was required solely as a result of such replacement and Vendor shall be responsible for all such costs. While at Customer's facilities, all persons assigned by Vendor to perform the Services shall observe and follow Customer's reasonable work rules, security policies and standards as the same are provided to Vendor. Vendor shall cooperate with Customer in promptly removing from performance of the Services any Vendor personnel engaging in any unacceptable behavior.

1.5. Employee non-solicitation Vendor and Customer each agree that during the term a Vendor personnel or Customer employee is associated with the Services hereunder and for a period of two years after such person ceases to be so associated, neither Vendor nor Customer shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the other party as an employee or independent contractor, except with prior written consent of the other party.

1.6. Facilities The Services will be performed by Vendor at locations as set forth in applicable Statement of Work, including Vendor's or Vendor affiliate's offshore locations in India, Vendor's or Vendor affiliate's onshore locations or Customer's onsite locations. Unless a Statement of Work provides otherwise, Vendor will be responsible to provide office space, general computing environment with standard tools and development environment at Vendor's offshore locations and Vendor's onshore locations as reasonably necessary for the performance of Services at such locations. Customer is responsible to provide, at no cost to Vendor office space, office facilities (such as work stations, telephone, internet, fax and printers) computing equipment, desktop software, tools and development environment reasonably required for Vendor personnel to perform the Services on site at Customer's facilities. Customer




Secretary
Bihar State Disaster Management Authority

agrees to grant access to its premises and systems, data media, documentation, data, information and computer programs reasonably necessary for the performance Services during its normal business hours and subject to mutual agreement between the parties, even thereafter as well as on holidays, so far as necessary for the performance of the Services under this Agreement and each Statement of Work.

1.7. Delay Caused by Customer: Vendor shall not be responsible for and the Vendor shall be excused of and shall have no liability resulting from any failure to meet the timetable and deadlines or for failure to perform its obligations set out in the Statement of Work caused by anything done or failed to be done by Customer, and all dates by which Vendor is required to perform any obligation under the Statement of Work will be deemed to be changed to a subsequent date determined by the Parties, each acting reasonably and taking into account the availability of the required Vendor resources, and such change (including the additional cost, if any, payable by Customer as a result of such delay) shall be implemented pursuant to the change management process in Section 1.2.

2. DELIVERABLES

The provisions of this Section 2 shall apply only to Deliverables that Vendor has agreed to develop on a fixed price Project Statement of Work, unless otherwise specified by the Parties on the applicable Statement of Work.

2.1. Provision of Deliverables All Deliverables identified in each Project Sows will be provided to Customer as specified in the applicable Statement of Work, or as may be otherwise mutually agreed to by the parties in writing. With respect to the development of any software, a Statement of Work may involve the creation of one or more software Deliverables to be prepared by Vendor. Parties may, wherever applicable, set forth in the Statement of Work or attachments thereto the procedure for review and testing by Customer of each Deliverable, including the period within which Customer is required to complete the review and testing of such Deliverable and unless a different period is set forth in the applicable Statement of Work the review and acceptance period for any final software deliverable shall be fifteen (15) days after delivery ("Review and Acceptance Period").

2.2. Review and Acceptance of Deliverables Upon delivery of a completed Deliverable by Vendor ("Review Commencement Date"), Customer shall review and, if appropriate, test such Deliverable to determine whether it conforms to its corresponding specifications under the applicable Statement of Work and to otherwise determine whether the Deliverable meets mutually agreed acceptance criteria ("Acceptance Criteria"). The acceptance of the Deliverable will be based on test data produced by the Customer and mutually agreed between the Customer and the Vendor at least thirty days in advance of the Review Commencement Date identified in the relevant Statement of Work. If test data is not available for any Deliverable, the acceptance of such Deliverable shall be based on the conformance of the specifications of the Deliverable agreed to in the applicable Statement of Work. If the Deliverable fails to meet the Acceptance Criteria, Customer shall prior to the expiry of the Review and Acceptance Period, notify Vendor such failure with reasonable details of the defects and non-conformities ("Non-Conformities").

2.3. Revision of Deliverables Vendor shall promptly correct and remedy any Non- Conformities reported by Customer during the Review and Acceptance Period. Vendor reserves the right to treat any problem other than a Non-Conformity reported by Customer as a request for change and to handle such request in accordance with the provisions of Section 1.2. Upon Vendor's revision/correction of the Deliverable, Vendor shall provide Customer with the revised Deliverable, whereupon Customer shall review and, if appropriate, test the revised Deliverable in accordance with the provisions of Section 2.2. The Commencement Date for Customer's Review and Acceptance Period for the revised Deliverable shall be the date on which Vendor provides Customer with the revised Deliverable and notifies Customer that the revised Deliverable is ready for such review and testing.



2.4. Acceptance of Deliverables. With respect to each Deliverable, the process described in Section 2.2 and Section 2.3 shall be repeated until Vendor remedies all Non-Conformities reported during the Review and Acceptance Period or Customer reports no Non-Conformities during the applicable Review and Acceptance Period, at which time the Deliverable shall be treated as accepted. The Customer shall within five business days thereafter issue an acceptance certificate. The Customer shall not withhold or delay the issuance of acceptance certificate of any of the Deliverables, if the Deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the Deliverables. Notwithstanding the foregoing sentence, a Deliverable shall be treated as accepted by Customer if the Customer (a) fails to provide the list of Non Conformities within the Review and Acceptance Period set out in the relevant Statement of Work, (b) fails to notify the acceptance of the Deliverables in terms of this clause within the period agreed for the same, or (c) starts using the Deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).

2.5. Cost of correction etc. The Vendor shall have no liability or obligation under this Section 2 for the delay in completing Acceptance Tests or failure of the Acceptance Tests if such delay or failure is determined to be due to reasons attributable to the Customer. The correction or reworking of the Deliverables and all related activities shall be at the cost of the Vendor if the failure is determined to be due to reasons solely attributable to the Vendor. In all other cases, any additional costs, charges or expenses incurred by the Vendor in correcting or reworking the relevant Deliverables shall be to the account of the Customer and the Customer will reimburse to Vendor such costs charges or expenses.

3. PROPRIETARY RIGHTS IN DELIVERABLES

3.1. Customer's Ownership of Deliverables. Subject to Section 3.2, Section 3.3 and Section 3.4, Vendor agrees that all Deliverables created or developed by Vendor specifically for the Customer, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of Customer provided all the payments due to the Vendor for the Deliverables rendered under the Statement of Work pursuant to this Agreement have already been paid by the Customer to the Vendor. Vendor hereby assigns to Customer all right, title and interest in and to such Deliverables developed exclusively for the Customer and identified in the relevant Statement of Work, together with any associated copyright and other intellectual property rights, whether or not such Deliverables are deemed "works made for hire" under the relevant laws. Upon Customer's written request and expense, Vendor shall execute and deliver to Customer all instruments and other documents, and shall take, at Customer's costs, such other reasonable actions as may be necessary or reasonably requested by Customer and as may be necessary to give effect to the Customer's proprietary rights in such Deliverables.

3.2. Vendor's Proprietary Software and Pre-Existing IP. Customer acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Vendor's proprietary software or tools. If Vendor and Customer mutually agree that the Vendor provides to Customer any proprietary software or tools of Vendor or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Section 3 shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Vendor or of a third party. Further, Customer acknowledges that in performing Services under this Agreement Vendor may use Vendor's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Vendor prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Vendor Pre-Existing IP"). Vendor agrees that except with prior consent of Customer, Vendor shall not embed or incorporate any Vendor Pre-Existing IP. (Notwithstanding anything to the contrary contained in this Agreement, Vendor shall continue to retain



all the ownership, the rights title and interests to all Vendor Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Vendor from using Vendor Pre-Existing IP in any manner. To the extent that any Vendor Pre-Existing IP or a portion thereof is incorporated or contained in a Deliverable under a Statement of Work under this Agreement, Vendor hereby grants to Customer a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Vendor Pre-Existing IP in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize Customer to (a) separate Vendor Pre-Existing IP from the Deliverable in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Vendor Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Vendor in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Vendor Pre-Existing IP.

3.3. Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Vendor shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the Customer, for any other client or customer of the Vendor (including without limitation any affiliate, competitor or potential competitor of the Customer). Nothing contained in this Section shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.

3.4. Third Party Components. Vendor shall specify in each Statement of Work or a change order, any third-party software, tools, products or materials required for performing the Services or for being incorporated into or provided in connection with the Deliverables prepared under such Statement of Work ("Third-Party Components"). Unless stated otherwise in the applicable Statement of Work, Customer shall be responsible for obtaining any and all appropriate consents and licenses for such Third Party Components, at Customer's costs and expenses, including applicable license fee. Vendor shall be responsible for providing reasonable assistance to Customer for securing all such licenses required from third parties for Customer's use of any such Third-Party Components. Notwithstanding the foregoing, in the event that Vendor cannot at the time of signing the Statement of Work determine whether any Third Party Component will be required or incorporated into or in connection with a Deliverable, Vendor shall, as early as possible, but prior to the delivery of each Deliverable, notify Customer of such Third Party Components.

4. COMPENSATION

4.1. Fees for Services. Customer shall pay Vendor for the Services provided by Vendor hereunder as specified in each applicable Statement of Work. The price for Services agreed to be provided on a fixed price basis and the rates for any Services agreed to be performed on a time and materials basis shall be as set forth in the applicable Statement of Work. All fees payable to Vendor are exclusive of any sales, use, value added tax, service taxes or taxes of a similar nature measured by the Services, Deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, Customer shall be responsible to pay or reimburse Vendor the amount of such taxes. Where applicable, Vendor shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the Customer. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.



4.2. Expenses. Subject to any limitations specified in an applicable Statement of Work, Customer shall pay or reimburse Vendor for all pre-approved, out-of-pocket travel and living expenses reasonably incurred by Vendor's personnel in performing the Services.

4.3. Invoices. Vendor shall submit invoices to Customer on a monthly basis (or more or less frequently as may be specified in the applicable Statement of Work) detailing the amounts payable by Customer hereunder. Customer shall remit payment to Vendor within thirty (30) days following its receipt of each such invoice; provided that Customer may withhold payment of any amounts that are disputed by Customer in good faith pending resolution of the dispute. In the event that Customer disputes, Customer shall notify Vendor reasons for disputing any amount within fifteen (15) days after receipt of applicable invoice, where upon Parties shall promptly seek to resolve the dispute by mutual discussion. If no dispute, substantiated in writing, is made by Customer within a period of fifteen (15) days of having received that invoice about any inaccuracy or any defect in the invoice, each such invoice shall be deemed to have been accepted as correct by the Customer. Any such dispute shall not relieve Customer from paying when due any undisputed portion of the invoice. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Customer to the Vendor and the Vendor shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Vendor also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Customer and any such withholding by the Vendor shall not be treated as breach by it of the provisions of this Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1. Title and Non-Infringement. Vendor represents and warrants to Customer that prior to delivery of any Deliverable to Customer, Vendor shall have obtained assignment of all right, title and interest in and to such Deliverable from each Vendor personnel who performed Services relating to such Deliverable, to the extent necessary for Vendor to grant to Customer the rights and licenses granted hereunder. Vendor further represents and warrants to Customer that as delivered by Vendor to Customer, such Deliverable, when properly used in accordance with any applicable documentation provided by the Vendor, will not infringe or misappropriate the patent, copyright, trademark, trade secret or other intellectual property rights of any third party. This non-infringement warranty shall not apply to the extent that an infringement claim arises as a result of (a) use of the Deliverable other than in accordance with any applicable specifications or documentation relating to the Deliverable provided under the applicable Statement of Work, (b) modification or alteration of the Deliverable made after the delivery by Vendor to Customer if such modification or alteration was not made by or on behalf of the Vendor, (c) use of the Deliverable in combination with other products or systems not reasonably anticipated in the specifications, or (d) infringement arising from components or materials provided to Vendor by or on behalf of Customer in connection with the development of the Deliverable.

5.2. Compliance with Specifications. Vendor further warrants to Customer that as delivered by Vendor and at the time of acceptance by Customer, each Deliverable provided pursuant to a Project Statement of Work will conform to its corresponding specifications. If the Vendor is in breach of the warranties in respect of a given Deliverable due to reasons solely attributable to the Vendor, then the Vendor shall, at its own cost, re-perform such Deliverables as are necessary to rectify that breach or replace the Deliverables that provides substantially similar functionality and then re-submit that Deliverables. If however both parties subsequently mutually determine that such remedies are not practicable, the Customer's exclusive remedy shall be to require the Vendor to refund/return all payment of fees allocable to that part of the nonconforming Deliverables made by the Customer to the Vendor under a particular Statement of Work (if already paid by the Customer). This warranty shall not apply in the event that failure of the Deliverable to conform to its corresponding specifications has resulted from: (a) modification of the Deliverable after



delivery by Vendor if such modification was not made by or on behalf of the Vendor, (b) use of the Deliverable in combination/ operation with other products or systems which are not approved by the Vendor and operation of the Deliverables on incompatible hardware and/or software not recommended by Vendor or (c) if the Deliverables has been used otherwise than in accordance with the relevant documentation and/or otherwise than for the purpose for which they have been developed or supplied, or (d) defects in components or materials provided to Vendor by Customer in connection with the preparation of the Deliverable.

5.3. Virus and Disabling Code. Vendor warrants that Vendor shall not introduce or code any virus or unauthorized disabling code in to any software Deliverable provided hereunder or into the Customer network or system. Vendor shall use industry standard anti-virus software and devices to screen all software Deliverables prior to delivery to Customer to prevent any viruses, worms or other computer codes that has the effect of disabling or interrupting the operating of a computer system or destroying, erasing or otherwise harm any data, software or hardware.

5.4. No other warranties. EXCEPT AS SET FORTH IN THIS SECTION 5, VENDOR MAKES NO WARRANTIES TO Customer, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER ANY STATEMENT OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE VENDOR.

5.5. Warranty by the Customer. The Customer warrants that all software, information, data, materials, and other assistance ("Customer materials") provided by it to the Vendor will not infringe the intellectual property rights of any third parties. Further, the Customer has the rights and is otherwise authorized to deliver the Customer Material and to grant the rights and licenses to the Vendor as contemplated in this Agreement or in the relevant Statement of Work.

6. LIMITATIONS OF LIABILITY

6.1. The Vendor shall be excused and not be liable or responsible for any delay or failure to perform the Services or failure of the Services or a Deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the Customer or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement and the applicable Statement of Work. In the event that the Vendor is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Customer, the Vendor shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which vendor is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Customer. Such failures or delays shall be brought to the notice the Customer and subject to mutual agreement with the Customer, the Vendor shall take such actions as may be necessary to correct or remedy the failures or delays. The Vendor shall be entitled to invoice the Customer for additional costs incurred in connection with correction or remedy as above at t&m rate card agreed herein.

6.2. Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

6.3. The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total amount paid to the Vendor by the Customer in the twelve month period immediately preceding the date such liability arose under that applicable statement of work that gives rise to such liability (as of the date the liability arose).



7. INDEMNIFICATION

7.1. A. Infringement Indemnity. Vendor will defend, indemnify and hold harmless Customer and its directors, officers and employees (each, a "Customer Indemnified Party"), from and against any third-party suit, proceeding, judgment, costs and expenses (including, reasonable attorney fees) to the extent based on allegation that the Services or Deliverables as provided to Customer by Vendor and the use thereof by Customer as contemplated in the Agreement or applicable Statement of Work constitutes an infringement of or misappropriation of the copyright, patent, trademark or trade secret rights of any third party (each, an "Infringement Claim"). Vendor shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Vendor's compliance with Customer's specific technical designs or instructions (except where Vendor knew or should have known that such compliance was likely to result in an Infringement Claim and Vendor did not inform Customer of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Customer and the infringement relates to or arises from such Customer materials or provided material; (iii) modification of a Deliverable after delivery by Vendor to Customer if such modification was not made by or on behalf of the Vendor; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Vendor; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Vendor; or (v) use of a superseded release of some or all of the Deliverables or Customer's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Vendor.

B. Subject to the provisions stated in 5.5, the Customer will defend, indemnify and hold harmless the Vendor, applicable Vendor affiliates ("Vendor Indemnified Party") from and against any third party suit, proceedings damages, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party to the extent based on any Customer materials provided to Vendor by or on behalf of Customer or the access and use by Vendor of any Customer provided software or material in connection with Vendor's performance of Services hereunder without breaching the terms of this Agreement.

7.2. Additional Obligation of Vendor. In the event that Customer is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Vendor is required to indemnify Customer under Section 7.1 according to a final decision of the courts or in the view of Vendor, Vendor, may at its own expense and option: (i) procure for Customer the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Vendor shall refund the Customer the fees effectively paid for that Deliverable by the Customer subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Vendor and the exclusive remedy of the Customer in matters related to infringement of third party intellectual property rights.

7.3. Mutual Indemnification for Certain Claims. Each party (in the capacity as Indemnifying Party) will defend, indemnify and hold the other party, its affiliates, directors, officers and employees (in the capacity of Indemnified Party) from and against any third-party claim, demand, suit, proceeding, cost and expenses therewith to the extent such demand, claim or action relates to or is based on any personal injury, death or damage to property caused by the negligence or willful misconduct of the Indemnifying Party or its agents and representatives, in the performance of this Agreement, unless caused by the negligence or misconduct of the other party/its personnel.



7.4. Additional Provisions for Indemnification A party shall not be entitled to seek any indemnification from the other party unless such party provides the other party with (i) prompt written notice of any claim, demand or action for which such party is seeking or may seek indemnification hereunder and gives the indemnifying party the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the indemnifying party in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the other party, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing. The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the indemnified party.

8. CONFIDENTIAL INFORMATION

8.1. Obligations of Confidentiality and Non-Use. Each party (in such capacity, the “Receiving Party”) acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other party (in such capacity, the “Disclosing Party”) hereunder or under any Statement of Work. The Receiving Party shall not disclose or disseminate the Disclosing Party’s Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement or any Statement of Work. In addition, the Receiving Party (i) shall take all reasonable steps to prevent unauthorized access to the Disclosing Party’s Confidential Information, and (ii) shall not use the Disclosing Party’s Confidential Information, or authorize other persons or entities to use the Disclosing Party’s Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder or under any Statement of Work. As used herein, “reasonable steps” means steps that a party takes to protect its own, similarly confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care.

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

8.3. Exclusions. The provisions of this Section 8 respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure). Nothing in this Section 8 shall be construed as restricting Customer’s rights with respect to any Deliverable as provided in Section 3, for Customer’s business purposes, and for the business purposes of Customer’s subsidiaries and affiliates.



8.4. Recipient's Employees and Others. The Receiving Party shall advise its employees, agents, contractors, subcontractors and licensees, and shall require its affiliates to advise their employees, agents, contractors, subcontractors and licensees, of the Receiving Party's obligations of confidentiality and non-use under this Section 8, and shall be responsible for ensuring compliance by its and its' affiliates employees, agents, contractors, subcontractors and licensees with such obligations. In addition, the Receiving Party shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, other than the Receiving Party's accountants and legal counsel, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Section 8. The Receiving Party shall promptly notify the Disclosing Party in writing upon learning of any unauthorized disclosure or use of the Disclosing Party's Confidential Information by such persons or entities.

8.5. Return or Destruction of Confidential Information. Upon the Disclosing Party's written request following the completion or termination of any Statement of Work, the Receiving Party promptly shall return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with such Statement of Work, including all copies, portions and summaries thereof. Notwithstanding the foregoing sentence, (i) the Receiving Party may retain one copy of each item of the Disclosing Party's Confidential Information for purposes of identifying and establishing its rights and obligations under this Agreement, and (ii) Customer may retain Confidential Information of Vendor to the extent that such information is necessary or desirable in connection with Customer's use of any Deliverables as permitted hereunder; provided, however, that in either case all such Confidential Information retained by the Receiving Party shall remain subject to the provisions of this Section 8 for so long as it is so retained. If requested by the Disclosing Party, the Receiving Party shall certify in writing its compliance with the provisions of this paragraph.

9. TERM AND TERMINATION

9.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as set forth herein.

9.2. Termination of Agreement. Either party may terminate this Agreement, with or without cause, upon advance written notice of at-least 90 days to the other party at any time; provided, however, that such termination shall not affect any Statements of Work that the parties may have previously executed, or this Agreement as it applies to such Statements of Work. Any such Statement of Work, and this Agreement as it applies to such Statement of Work, shall expire upon completion of the Services to be performed under such Statement of Work or upon termination of the relevant Statement of Work itself in accordance with the express provisions of this Agreement.

9.3. Termination for Material Breach. In the event of a material breach of the provisions of this Agreement or an applicable Statement of Work, the non-breaching party may terminate this Agreement and all Statements of Work, or any individual Statement(s) of Work and this Agreement as it applies to such Statement(s) of Work, upon written notice to the breaching party if the breaching party fails to cure such breach within thirty (30) days following receipt of written notice from the non-breaching party requiring the remedy.

9.4. Termination for Insolvency. Either party may terminate this Agreement or an applicable Statement of Work, in the event of any proceedings in bankruptcy, insolvency or winding up by or against the other party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

9.5. Survival. The provisions of Sections 3, 5, 6, 7, 8, 9, 6 and 10, as well as any other provisions of this Agreement necessary to interpret the respective rights and obligations of the parties hereunder or under any Statement of Work, shall so survive the termination of this Agreement or such Statement of Work. In




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addition, Customer shall remain obligated to pay Vendor any amounts due hereunder for Services performed and expenses incurred under any Statement of Work up to the date of termination of such Statement of Work, including any Services performed and expenses incurred during any applicable Wind-Down Period.

10. MISCELLANEOUS PROVISIONS

10.1. Independent Contractor. In making and performing this Agreement and each Statement of Work, Vendor shall be deemed to be acting as an independent contractor of Customer and shall not be deemed an agent, legal representative, joint venturer or partner of Customer. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

10.2. Assignment; Binding Effect. Neither party may assign, delegate or transfer this Agreement including any Statement of Work, or any obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign, delegate or transfer this Agreement to any affiliate of such party for so long as such assignee, delegatee, or transferee remains an affiliate of such party. Any assignment, delegation, or transfer in violation of this provision shall be void and without legal effect.

10.3. No Third Party Beneficiaries. Except as expressly stated herein, nothing in this Agreement or any Statement of Work shall confer any rights upon any person other than the parties hereto and their respective successors and permitted assigns.

10.4. Use of CUSTOMER's Name. Vendor agrees not use the name and/or any trademarks or logos of CUSTOMER, or any of its affiliates in any sales, marketing or promotional materials or presentations, except as CUSTOMER may expressly agree in advance and in writing

10.5. Arbitration. This Agreement carefully lists each Party's obligations in an effort to minimize disputes and aid in mutually satisfactory resolution of such disputes. The Parties agree to attempt in good faith to settle any dispute, controversy or claim, whether based on contract, tort, statute or other legal or equitable theory arising out of or related to this Agreement (including any amendments or extensions thereto) (collectively, a "Claim") by way of consultations among the Parties, which consultations shall be initiated upon written notice by either Party to the other. If the Parties cannot come to a mutually agreeable resolution of the Claim within thirty (30) business days, then such Claim shall be subject matter of arbitration under the Arbitration and Conciliation Act 1996 and any subsequent related amendments there to and shall be referred to and finally settled by arbitration and such arbitration shall be conducted in accordance with the rules of arbitration of the Delhi High Court International Arbitration Centre, Delhi ("DIAC"), which rules, as modified from time to time, are deemed to be incorporated by reference into this clause (the "arbitration rules"), by an arbitration panel comprising of a sole arbitrator. The place of arbitration shall be Delhi, India.

10.6. Governing Law. This Agreement and each Statement of Work shall be governed by and interpreted in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Delhi.

10.7. Equitable Relief. Each party agrees that either party's violation of the provisions of Section 3 and/or Section 8 may cause immediate and irreparable harm to the other party for which money damages may not constitute an adequate remedy at law. Therefore, the parties agree that, in the event either party breaches or threatens to breach said provisions or covenants, the other party shall have the right to seek, in any court of competent jurisdiction, equitable or other relief including without limitation specific performance or an injunction to restrain said breach or threatened breach, without posting any bond or other security.



10.8. Notices. All notices provided for or permitted under this Agreement shall be deemed effective upon receipt, and shall be in writing and (i) delivered personally, (ii) sent by commercial overnight courier with written verification of receipt, or (iii) sent by certified or registered mail, postage prepaid and return receipt requested, to the party to be notified, at the address for such party set forth below, or at such other address of such party specified in the opening paragraph of this Agreement. Notices to the Customer shall be sent to the attention of **Secretary, BSDMA, 5th Floor, D & E Block, Sardar Patel Bhawan, Nehru Path, Patna - 800023.** Notices to Vendor shall be sent to the attention of its **Business Head, PTI Building, 4 Parliament Street, New Delhi 110001, India** with a copy shall be sent to The General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400001, (India), Tel: No: +91-22-67789999; Fax No.+91-22-67789000.

10.9. Entire Agreement; Amendment. This Agreement, together with each Statement of Work, set forth the entire understanding of the parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement. This Agreement and each Statement of Work may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties.

10.10. Severability. Any provision of this Agreement or any Statement of Work that is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions of this Agreement or such Statement of Work, or affecting the validity or enforceability of such provision in any other jurisdiction.

10.11. Waiver. No term or provision of this Agreement or any Statement of Work will be considered waived by either party, and no breach consented to by either party, unless such waiver or consent is in writing signed on behalf of the party against whom it is asserted. No consent to or waiver of a breach of this Agreement or any Statement of Work by either party, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach of this Agreement or any Statement of Work by such party.

10.12. Agreement is Controlling. If there is any inconsistency or conflict between the provisions of the main body of this Agreement and the provisions of any Statement of Work, the provisions of the main body of this Agreement shall be controlling and shall govern, except to the extent such provisions are expressly superseded by the provisions of said Statement of Work.

10.13. Counterparts. This Agreement and any Statement of Work may be executed in two or more counterparts, all of which shall constitute one and the same instrument. Each such counterpart shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

10.14. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Statement of Work hereunder to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting.




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However the party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event. If under this clause either party is excused performance of any obligations for a continuous period of 30 days, then the other party may at any time hereafter while such performance continues to be excused, terminate this Agreement or the relevant affected Statement of Work, without liability, by notice in writing to the other. Customer shall however, be liable to pay Vendor for the services rendered under the Statement of Work issued pursuant to this Agreement.

10.15. Acts or omissions of Other Party. Neither Party shall be liable for any delay or failure in the performance of its obligations under this Master Agreement or any Statement of Work hereunder, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Master Agreement or a Statement of Work by the other Party.

10.16. Non- Exclusivity. Vendor shall be free at all times to provide the Services same or similar to the one envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude the Vendor from providing such services to its other clients.

10.17. Publicity: Vendor shall be entitled to use the name (and the logo, if any, associated with the name) of the Customer, in its customer lists, any sales, marketing or promotional material or presentation, to identify the Customer as one of Vendor's customers for the products and services hereunder, and provide for a marketing reference. Other than the aforesaid, neither party shall use any name, mark or symbol of the other in any publicity release or advertising material or for any other purpose whatsoever nor shall publicize any information pertaining to this Agreement or the other party without securing prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

10.18. Execution and Delivery. This Agreement and each Statement of Work shall be deemed executed by both parties when any one or more counterparts hereof or thereof, individually or taken together, bears the signatures of each of the parties. This Agreement and any Statement of Work, once executed by a party, may be delivered to the other party by facsimile transmission of a copy thereof bearing the signature of the party so delivering it.

10.19. TATA code of conduct: Exhibit C contains abstract of the TATA code of Conduct. Customer agrees to make good faith efforts to notify Vendor Project manager or other Vendor executives of any breach of the Tata Code of Conduct by any Vendor personnel relating to this Agreement. Vendor in turn, undertakes that it will maintain confidentiality of all communication received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.



EXHIBIT A

FORM OF PROJECT STATEMENT OF WORK

This Statement of Work is executed pursuant to the Master Agreement for Professional Services dated as the ____ day of _____, 200__ executed by the undersigned (the "Agreement"), and shall be deemed to be a part thereof.

1. **Description of Services:** [Describe the Services to be performed in as much detail as possible. Identify where the work will be performed and any key personnel that must be assigned to the project. Separate the Services into phases if applicable.]

Out-of Scope work and Assumptions: [Describe any specific components of the Services traditionally considered as implied but specifically agreed to be excluded from the scope of Vendor's responsibility]

Project Staffing Plan: [If the Services are based on time & material basis, describe the projected/agreed staffing plan]

Customer responsibilities and tasks: [Describe if there are specific tasks and responsibilities that Customer is required to perform]

Service Performance and Delivery Methodology [Describe the project execution methodology, if applicable]

2. **Description of Deliverables:** [Be specific and only list those tangible Deliverables that will be provided to the Customer. Everything else should only be described in the section on Services.]

3. **Third-Party Components:** [Should describe all third-party items and materials to be included or provided as part of any Deliverables.]

4. **Term of the Project - Project Schedule; Milestones:** [Include dates for start and completion of the each phase of the Services, and for delivery of each of the Deliverables.]

Contingencies and risk mitigation plan:

5. **Review and Testing; Acceptance:** [Describe the review and testing process and indicate whether the Review and Testing Period will be longer or shorter than the default period of 30 days set forth in the Agreement. Where possible, specify the acceptance testing that Customer will perform on each Deliverable.]

6. **Compensation:** [Indicate the fees and compensation payable and whether the project is a time and materials project or a fixed-fee engagement. Also indicate when Vendor is entitled to invoice Customer for fees and expenses (e.g., monthly, or on the achievement of Milestones, Acceptance of Deliverables, etc.). Indicate whether invoicing for fees and expenses will occur other than on a monthly basis. If the fees are based on time and material rates, specify if per diem and round trip air travel reimbursement apply for assignments of less than 90 days]



IN WITNESS WHEREOF, the parties have executed this Statement of Work by their undersigned, authorized officers on the date first above written:

("Vendor")



Tej Bhatia

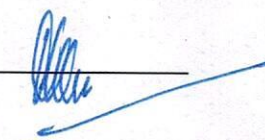
Senior Vice President And Head
Government Business, India

BY: **Tata Consultancy Services Limited**

NAME: _____

TITLE: _____

("Customer")



Secretary

Bihar State Disaster Management Authority

BY: _____

NAME: Mohammad Waris Khan

TITLE: _____



Secretary
Bihar State Disaster Management Authority

EXHIBIT B

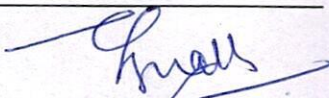
[Form of Statement of Work for Consulting Services]

This Statement of Work dated _____ is executed pursuant to the Master Agreement for Professional Services dated as the _____ day of _____, 200__ executed by the undersigned (the "Agreement"), and shall be deemed to be a part thereof. The services to be provided under this SOW are for Consulting Services as described in the Agreement and this SOW.

1. **Description of Services:** [Describe the skill sets and the nature of Services expected to be performed by TCS personnel]
2. **Term of SOW:** [Include start date and expected end date.]
3. **Compensation:** [Indicate the fees and compensation payable and whether the services are provided on time and material basis (indicate the applicable rate) or a fixed-fee engagement. Describe if out of pocket expenses are to be reimbursed. If the fees are based on time and material rates, specify if per diem and round trip air travel reimbursement apply for assignments of less than 90 days .]
3. **Location of Work**
4. **Other terms and conditions.**

IN WITNESS WHEREOF, the parties have executed this Statement of Work by their undersigned, duly authorized officers on the date first above written:

("Vendor")



Tej Bhatia

Senior Vice President And Head

BY: Government Business, India
Tata Consultancy Services Limited

NAME: _____

TITLE: _____

("Customer")

BY: 

NAME: Secretary
Bihar State Disaster Management Authority

TITLE: Mohammad Waris Khan



EXHIBIT C

Relevant text from the TATA Code of Conduct

GIFTS AND DONATIONS

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

GOVERNMENT AGENCIES

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

THIRD PARTY REPRESENTATION

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

ETHICAL CONDUCT

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

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

REGULATORY COMPLIANCE

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

CONCURRENT EMPLOYMENT

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

CONFLICT OF INTEREST

An employee of a TATA Company shall not engage in any business, relationship or activity, which might detrimentally conflict with the interest of his Company or the Group. A conflict of interest, actual or potential, may arise where, directly or indirectly, (a) an employee of a TATA Company engages in a business, relationship or activity with anyone who is party to a transaction with his Company, (b) an



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employee is in a position to derive a personal benefit or a benefit to any of his relatives by making or influencing decisions relating to any transaction, and (c) an independent judgment of the Company's or Group's best interest cannot be exercised.

REPORTING CONCERNS

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



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

Secretary
Bihar State Disaster Management Authority