



Yeshwantrao Chavan College of Engineering

(An Autonomous Institution affiliated to Rashtrasant Tukadoji Maharaj Nagpur University)

Hingna Road, Wanadongri, Nagpur - 441 110

NAAC Accredited with 'A' Grade

Ph.: 07104-242919, 242623, 242588

Website : www.ycce.edu E-mail : principal@ycce.edu

Declaration by Head of Institute

I hereby declared that the data, information and support documents attached herewith are genuine and correct to my knowledge.



Dr. U. P. Waghe
(Principal)

Principal
Yeshwantrao Chavan
College of Engineering
Wanadongri Hingna Road,
NAGPUR - 441110



Nagar Yuwak Shikshan Sanstha's

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Summary


6.4.2

Funds / Grants received from non-government bodies, individuals, philanthropists during the last five years

Year	2020-21	2019-20	2018-19	2017-18	2016-17
INR in Lakhs	--	396.00	475.20	--	--

- Proposal of AVEVA
- Acceptance Letter
- Agreement Copy




Principal
Yeshwantrao Chavan
College of Engineering
Wanadongri Hingna Road,
NAGPUR - 441110

Date: 04th Jan 2019

To,
Rajiv Gandhi College of Engineering & Research, Nagpur,
Wanadongri, Hingna Road,
Nagpur – 441110

Kind Attn: Mr. S. P Untawale

Subject: Proposal for AVEVA's Engineering Design Software

Dear Sir,

Greetings from AVEVA!

We appreciate your interest to have AVEVA – Centre of Excellence at your esteemed institute. AVEVA – Centre of Excellence will add value to your engineering department making your students get an edge over others. As part of AVEVA Educational Program, you will be availing this software at a 99% grant by AVEVA. Your institute needs to invest only 1% which will go towards faculty training & support. With this, we are pleased to submit our proposal of AVEVA Solution for Educational purpose.

AVEVA Background:

- AVEVA is world's leading global provider of engineering, design and information management software solutions.
 - Spun out of Cambridge, UK in 1967.
 - We have 80 offices in 40 countries.
 - In India, we have our office in Hyderabad, Mumbai & Delhi.
 - 4400+ employees with 16000+ customers globally.
 - Proud winner of the Frost and Sullivan 2015 Global Engineering Information Management Solutions Competitive Strategy Innovation and Leadership Award.
- www.aveva.com

AVEVA's Global Customer Highlights:

- 100% of top 10 energy companies are AVEVA customers
- AVEVA supports 60% of the largest Oil & Gas companies
- 90% of top 20 global shipyards are AVEVA customers

About AVEVA's Education initiative

AVEVA believes that good teachers need good facilities. Mastering engineering skills offers rewarding career opportunities; while teaching them, sows the seeds of tomorrow's economic and cultural development. AVEVA offers grants to technical education institutions. This partnership benefits the institutions, their students, employers, and the global economy.

As part of our initiative, we would be offering you the same industry software at 1% of the industry price. We would also impart the required training for this software and handholding to ensure the best support services always.

AVEVA's offering to RGCOER:

- Training for one batch of faculty members at AVEVA Mumbai office / Skype whichever is agreed by the customer. The date of trainings will be mutually agreed between AVEVA & Institute.
- Every year refresher training at AVEVA Mumbai office for the faculties. Training dates will be published on AVEVA website & slots will be available on first come basis.
- One-day seminar on recent industry trends for students & faculties at institute.
- Internship at AVEVA Mumbai / Hyderabad office. Number of students selected for internship will be decided by AVEVA.
- College to be nominated for AVEVA Placement drive. College will also be recommended to industry customers for placements.
- Support login for updates and upgrades and troubleshooting.
- Mention of institute name on AVEVA website
- Institute – AVEVA association will be publicised in the form of case studies, articles in our magazine etc.
- Invite to faculties/TPO to AVEVA Industry events for industry connect & networking

Benefits to Students by AVEVA Solution:

- Exposure to industry software
- Better understanding of engineering concepts
- Industry ready knowledge
- Making candidates trained to use the tools that employers use
- Improved prospects of better quality placements
- Help candidates make the right career choice

In addition to this, we would like to inform you that having trained on our software solution which has immense presence in the market, will make students and your university to stand out among the mass and get absorbed in the industry.

Why RGCOER needs AVEVA Solution?

- Making candidates market ready
- Making transition from old to intelligent technology
- Gaining competent industry exposure & practical skills
- Upgrading engineering knowledge with latest industry trends
- Improved university ranking
- May help in better University Accreditation

We believe that together we can provide a professional experience to your students & be at par with the industry.

As discussed, we are attaching our commercial proposal for AVEVA Solutions for education usage.

We trust the proposal is in line with our discussion. In case you need any further information, please feel free to contact us.

Thank you.

Best regards,
For **AVEVA Information technology India Pvt. Limited**



Rupam Vakil



AVEVA Information Technology
 India Private Limited
 202, Supreme Business Park
 Hiranandani Gardens, Powai, Mumbai - 400076
 Tel : +91-22-67103212
 Fax : +91-22-67103257

Quotation & Acceptance Confirmation

Quotation Reference: IND/RGCOER/04012019
 Quotation Revision: 0
 Quotation Validity: 07 days

Date: 04-Jan-19

College:
 Rajiv Gandhi College of Engineering & Research

Contact
 Name Mr. Sandip Khedkar
 email: sskhedkar@vcce.edu
 Tel: [9552555061](tel:9552555061)

For Educational Purpose - Academic Grant

A. License Fees

Product	O/S	Fee Type	Unit cost	Simultaneous Users	Total Fees	
AVEVA Electrical™ - For Education & classroom Training	Intel/Win	First Year	20,00,000.00	10	INR	2,00,00,000
AVEVA Bocad™ - For Education & classroom Training	Intel/Win	First Year	20,00,000.00	10	INR	2,00,00,000
Total Fee					INR	4,00,00,000
AVEVA Academic Grant					INR	3,96,00,000
Educational Discounted Product Fee (1% of Total Fee) Total					INR	4,00,000

B. Annual Fee

Product	O/S	Fee Type	Unit cost	Simultaneous Users	Total Fees	
AVEVA Electrical™ - For Education & classroom Training	Intel/Win	Annual	4,00,000.00	10	INR	40,00,000
AVEVA Bocad™ - For Education & classroom Training	Intel/Win	Annual	4,00,000.00	10	INR	40,00,000
Total Annual Fee					INR	80,00,000
AVEVA Academic Grant					INR	79,20,000
Educational Discounted Annual Fee (1% of Total Annual Fee) Total					INR	80,000

Note: This license is only for educational training and It should not be used for corporate trainings/consultancies.

Pre-requisite:	Computer/System Requirements compatible to run AVEVA softwares.
Confidentiality:	This price is strictly confidential and not to be disclosed to any party.
Charges :	All charges stated in this Quotation are exclusive of taxes, import duties and any applicable withholding tax. Charges stated herein shall represent Net Remittance to AVEVA without any deductions. In addition to Total Fees, Customer shall pay applicable taxes, including Goods and Services Tax (GST) and other taxes which may be levied by Central and State Government with respect to software supplied by AVEVA pursuant to this Agreement. Customer shall be responsible for and comply with GST. For the purpose of this clause, GST shall mean applicable Central Goods and Service Tax (CGST), State Goods and Service Tax (SGST), Union Territory Goods and Service Tax (UTGST), and Integrated Goods and Service Tax (IGST) as may be leviable. Central Goods and Service Tax (CGST) – 9% State Goods and Service Tax (SGST) – 9% Integrated Goods and Service Tax (IGST) – 18% Union Territory Goods and Service Tax (UTGST) – 18%
Payment Terms:	CPT (INCOTERMS 2000) License Fees to be paid 100% at the time of signing of contract. Annual Fees are mandatory and are due upon anniversary of installation and every subsequent anniversaries. Payment due on receipt of invoice by Cheque/draft.
Delivery Terms:	3 weeks from the date of PO or signing of the license agreement whichever is later.
Licensing Terms:	Prior to the format execution of the Product License, this Quotation shall constitute a valid and binding contract between the parties. Please refer to the terms in the Product License as attached.

Proposed on Behalf of
 AVEVA InformationTechnology
 India Private Limited

Accepted on Behalf of
 Rajiv Gandhi College of Engineering & Research

Signed

Signed _____

Name : Rupam Vakil

Name : _____

Title: _____

AVEVA ACADEMIC USE AGREEMENT

This AVEVA Academic Use Agreement ("Agreement") by and between AVEVA Information Technology India Private Limited ("AVEVA") and the individual or entity that executes this Agreement (the "Customer") (collectively, the "Parties" and each, a "Party") is effective as of 9 March 2020 ("Effective Date").

RECITALS

WHEREAS, AVEVA has created a limited academic use license for customers to use the Product(s) for the express purpose of student education in the Territory; and

WHEREAS, Customer desires to purchase the Product(s) provided by AVEVA in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the above premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. DEFINITIONS

- The following capitalized terms used in this Agreement shall have the respective meanings specified below:
- 1.1. "Affiliates" means, as to any entity, any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity. With respect to AVEVA, Affiliates means any direct or indirect wholly-owned subsidiary of AVEVA Group plc.
 - 1.2. "Agreement" has the meaning set forth in the Preamble.
 - 1.3. "AVEVA" has the meaning set forth in the Preamble.
 - 1.4. "AVEVA Indemnitees" has the meaning set forth in Section 6.3 (Indemnification by Customer).
 - 1.5. "Confidential Information" has the meaning set forth in Section 5.1 (Confidential Information).
 - 1.6. "Control" means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interests), by contract or otherwise.
 - 1.7. "Customer" has the meaning set forth in the Preamble.
 - 1.8. "Customer Content" means all software, data (including personal data), information, text, images, audio, video, photographs, non-AVEVA or third-party applications, and other content and material, in any format, provided by Customer, any of Customer's users, or on behalf of Customer that is stored in, or run on or through, the Products.
 - 1.9. "Disclosing Party" has the meaning set forth in Section 5.1 (Confidential Information).
 - 1.10. "Effective Date" has the meaning set forth in the Preamble.
 - 1.11. "Export Control Laws" has the meaning set forth in Section 15.1 (Export Restrictions).
 - 1.12. "High Risk Use" shall have the meaning set forth in Section 12.1 (High Risk Use).
 - 1.13. "Intellectual Property Rights" means any patent rights, copyrights, trademarks, trade secrets, moral rights, and other proprietary or intellectual property rights worldwide.
 - 1.14. "Limited Purpose" shall have the meaning set forth in Section 2.1 (Products).
 - 1.15. "OFAC SDN List" has the meaning set forth in Section 15.2 (Sanctions).
 - 1.16. "Party" or "Parties" has the meaning set forth in the Preamble.
 - 1.17. "Products" means the software products (in object code (machine-readable) format only) licensed to Customer by AVEVA pursuant to this Agreement, including any new releases, updates, or versions that AVEVA may make available during the Term.
 - 1.18. "Receiving Party" has the meaning set forth in Section 5.1 (Confidential Information).
 - 1.19. "Restricted Party" has the meaning set forth in Section 15.2 (Sanctions).
 - 1.20. "Sanctions Laws" has the meaning set forth in Section 15.2 (Sanctions).
 - 1.21. "Streamlined Rules" has the meaning set forth in Section 15.6 (Binding Arbitration).
 - 1.22. "Term" has the meaning set forth in Section 2.5 (Term).
 - 1.23. "Territory" India.
 - 1.24. "Third-Party Products" means products (including any software-as-a-service products) and software of a third-party vendor supplied by AVEVA or incorporated by AVEVA into its Products.
 - 1.25. "Transaction Document" means any order form entered into by the Parties pursuant to which AVEVA provides the Products to Customer in accordance with this Agreement.
- 2. PRODUCTS; COMPENSATION, TERM & TERMINATION**
- 2.1. Products. During the Term and subject to Customer's payment of all fees, AVEVA grants to Customer a personal, revocable, non-exclusive, limited, non-transferable license to access and use the Products in the Territory solely for student education purposes and not commercial purposes (the "Limited Purpose") in accordance with and subject to the terms of this Agreement and any Transaction Document. Customer shall use the Products only for the Limited Purpose, and shall not allow it to be used by any other person or company, including, but not limited to, Customer's contractors and affiliates. Customer acknowledges and agrees that the Products are licensed to Customer and not sold to Customer.
 - 2.2. Post-Graduate Research. Post-graduate research may be carried out using the Product on the condition that any publication, student thesis, paper, or findings that are published or intended to be published and include results from or reference to the use of the Product, including but not limited to predictions of fluid properties and behavior, and equipment and plant performance, may not be used or referenced without the express prior written consent of Customer. Provided that Customer holds the position of an instructor, professor or other form of teaching professional, Customer agrees that the Product shall be an integral part of one or more courses in the undergraduate chemical engineering education curriculum. As an instructor, professor, or other form of teaching professional, Customer is to provide AVEVA two (2) teaching examples of its choice using the Product, which will be made available to all AVEVA's academic customers upon AVEVA's request for the other academic customers instructional purposes.
 - 2.3. License Options. The Products may be licensed as indicated on the Transaction Document

as follows: (i) PC standalone license, a single installation of the program for use on a standalone PC by one user at a time on the same physical machine, (ii) PC LAN license, a single installation of the programs installed on a Local Area Network computer for use by concurrent users across three time zones for one continent, or (iii) PC WAN license, a single installation of the programs installed on a Wide Area Network computer for use by concurrent users across multiple time zones or continents.

2.4. License Restrictions

- 2.4.1. Copy Restrictions. Copyright laws and international treaties protect the Products. Unauthorised copying of the Products or any part thereof, is expressly prohibited. Customer shall reproduce all titles, trademarks, and copyright and restricted rights notices in all copies of the Products.
- 2.4.2. Use Restrictions. The Agreement only gives Customer some rights to use the Products and AVEVA and its licensors reserve all other rights. Customer does not acquire any rights, express or implied, other than those expressly granted in the Agreement. Unless applicable law gives Customer more rights despite this limitation, Customer may use the Products only as expressly permitted in the Agreement. In doing so, Customer agrees that it will comply with any technical limitations in the Products that only allow Customer to use the Products in certain ways. Customer agrees that it will not, nor will Customer permit others to:
 - 2.4.2.1. reverse engineer, reproduce, decompile, recompile, disassemble, merge, modify, adapt or translate the Products or any component thereof, or create derivative works based on the Products, except and only to the extent that (a) applicable law expressly permits, despite this limitation, or (b) AVEVA gives its prior written consent;
 - 2.4.2.2. incorporate the Products into any other software program not provided by AVEVA, except for incorporation of such Products with application program interfaces that AVEVA makes publicly available for such Products;
 - 2.4.2.3. remove, obliterate, destroy, minimise, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of AVEVA or its licensors that are included in the Products, except as may be permitted when using application program interfaces that AVEVA makes publicly available for such Products;
 - 2.4.2.4. work around any technical limitations in the Products;
 - 2.4.2.5. make more copies of the Products than as allowed in the Agreement or by applicable law, despite this limitation;
 - 2.4.2.6. publish the Products, including any application programming interfaces included in the Products, for others to copy, transfer, sublicense, rent, lease, sell, lend, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, make available, or assign the Products or any part thereof to any other person or entity (except as expressly permitted by the Agreement);
 - 2.4.2.7. transfer the Products to another location or to other equipment without the prior written consent of AVEVA (except as otherwise expressly permitted pursuant to the Agreement);
 - 2.4.2.8. use the Products to store or transmit infringing, libelous, or otherwise unlawful or tortious material (or to store or transmit material in violation of law or third-party privacy rights);
 - 2.4.2.9. use the Products in a way intended to avoid incurring fees or exceed usage limitations;
 - 2.4.2.10. use the Products to build or support, directly or indirectly, products or services; or
 - 2.4.2.11. allow third parties, to access or use the Product without AVEVA'S prior written consent.
- 2.5. Term of Agreement. The initial term of this Agreement begins on the Effective Date and shall continue thereafter and continue thereafter until: (a) the end of the term of the Transaction Document as specified in the Transaction Document; or (b) earlier termination by either Party in accordance with this Agreement (the "Term").
- 2.6. Termination for Material Breach. Either Party may terminate this Agreement or a Transaction Document for cause if the other Party commits a material breach of the this Agreement or a Transaction Document (including, without limitation, a delay in Customer's payment of any money due under this Agreement or any Transaction Document) and fails to cure such breach within thirty (30) days (or with respect to Customer's payment failure, within ten (10) days) of receipt of a notice of default from the non-defaulting Party.
- 2.7. Termination for Financial Deterioration. Either Party may terminate this Agreement or a Transaction Document immediately if the other Party files for bankruptcy, ceases or

- threatens to cease carrying on business, becomes insolvent, or makes an appointment, assignment or novation for the benefit of creditors.
- 2.8. **Customer Written Program and Data Files.** AVEVA may create new versions of the Product as part of its maintenance service and on occasion such new versions may not be compatible with subroutines and component library data file structure that Customer has previously written and integrated (as applicable to certain Products) Customer acknowledges and agrees that AVEVA shall have no responsibility for any such incompatibilities.
- 2.9. **Program Maintenance.** If Customer purchases maintenance services, AVEVA will provide technical hotline support by telephone, fax, or email during regular business hours and Product updates when and if available. From time to time, AVEVA may also provide new capabilities, which may be made available to Customer. AVEVA reserves the right to charge an incremental license fees for said new capabilities.
- 2.10. **Training.** If Customer requests Product training, AVEVA may charge a consultation fee on a time and material basis at AVEVA's then-current rates.
3. **INTELLECTUAL PROPERTY RIGHTS**
- 3.1. **AVEVA Ownership.** All Intellectual Property Rights in and to the Products, design contributions, related knowledge or processes, and any update, upgrade, modification, enhancement or derivative works of the foregoing, regardless of whether or not solely created by AVEVA or jointly with the Customer, shall belong to, and vest in, AVEVA or, as applicable, its licensors. All rights not expressly granted to Customer are reserved to AVEVA or, as applicable, its licensors.
- 3.2. **Rights to Customer Content.** Customer retains all right, title, and interest in and to the Customer Content. During the Term, Customer hereby grants to AVEVA and its Affiliates a global, royalty-free, irrevocable, sub-licensable, non-exclusive license to use, copy, distribute, display, perform, and modify the Customer Content as necessary for AVEVA to perform its obligations under the Agreement.
- 3.3. **Non-Assertion of Rights.** Customer covenants, on behalf of itself and its successors and assigns, not to assert against AVEVA, its Affiliates or licensors, any rights, or any claims of any rights, in any Products, and Customer hereby voluntarily waives any right to demand from AVEVA, its Affiliates or licensors any rights to any Products, except the rights which are expressly granted to Customer under the Agreement.
- 3.4. **Suggestions and Residual Knowledge.** AVEVA shall have all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to, and the unrestricted royalty-free right to use and incorporate into the Products, any suggestions, enhancement requests, recommendations or other feedback provided by Customer, relating to the Products. Furthermore, Customer acknowledges and agrees that AVEVA is free to use its general knowledge, skills and experience, and any ideas, concepts, know-how and techniques, related to or derived from the performance of the Agreement (including any Products).
- 3.5. **Maintenance and Support.** If AVEVA provides any maintenance and support services for the Products, such maintenance and support is provided on an AS-IS basis, without any express or implied warranty.
4. **PAYMENTS AND INVOICING**
- 4.1. **Invoicing.** In accordance with the invoicing schedule set forth in the applicable Transaction Document, AVEVA shall provide Customer with an invoice specifying the fees for each of the Products provided pursuant to the applicable Transaction Document.
- 4.2. **Payment.** Unless otherwise agreed in the applicable Transaction Document, Customer shall pay all fees specified in the applicable invoice for a Product within thirty (30) days from the invoice date. Customer shall pay a late charge of 1.5% per month on all payments that are not paid when due. AVEVA may suspend its performance under this Agreement if any payment is not made when due.
- 4.3. **Taxes.** Fees and other charges described in the Agreement do not include taxes. Customer will pay any sales, value-added or other similar taxes imposed by applicable law based on the Products that Customer ordered, except for taxes based on AVEVA's income. If AVEVA is required to pay taxes (other than taxes based on AVEVA's income), Customer shall reimburse AVEVA for such amounts. If Customer is required by law to make any tax withholding from amounts paid or payable to AVEVA under the Agreement, (i) the amount paid or payable shall be increased to the extent necessary to ensure that AVEVA receives a net amount equal to the amount that it would have received had no taxes been withheld and (ii) Customer shall provide proof of such withholding to AVEVA.
- 4.4. **Non-Refundable Fees.** Customer acknowledges and agrees that orders placed by Customer for Products will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.
5. **CONFIDENTIAL INFORMATION**
- 5.1. **Confidential Information.** From time to time, either Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party"), whether orally or in physical form, confidential or proprietary information of or in the possession of the Disclosing Party (including confidential or proprietary information of a third party that is in the possession of the Disclosing Party) in connection with the Agreement. The term "Confidential Information" means any and all information in any form that Disclosing Party provides to Receiving Party in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would consider confidential under like circumstances. For the avoidance of doubt, Confidential Information includes any Products and any information pertaining to such Products (including, but not limited to, any user manuals, mathematical techniques, correlations, concepts, designs, specifications, listings, and other documentation, whether or not embedded on a device or another form of media). Notwithstanding the foregoing, Confidential Information shall not include any information, however designated, which the Receiving Party can show (a) is or has become generally available to the public without breach of the Agreement by the Receiving Party, (b) became known to the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party, (c) was received from a third party without breach of any nondisclosure obligations to the Disclosing Party or otherwise in violation of the Disclosing Party's rights, or (d) was developed by the Receiving Party independently of any Confidential Information received from the Disclosing Party.
- 5.2. **Confidentiality Obligations.** Each Party or third party whose Confidential Information has been disclosed retains ownership of its Confidential Information. Each Party agrees to (i) protect the Confidential Information received from the Disclosing Party in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; and (ii) use the Confidential Information received from
- the Disclosing Party solely for the purpose of the Agreement. Upon termination of the Agreement or upon written request submitted by the Disclosing Party, whichever comes first, the Receiving Party shall return or destroy, at the Disclosing Party's choice, all of the Disclosing Party's Confidential Information. Except with respect to its Affiliates, employees, contractors or agents who need to know Confidential Information in order to support the performance of such Party's obligations related to the Agreement, and who are contractually bound by confidentiality obligations that are at least as protective as those contained in the Agreement, neither Party shall, disclose to any person any Confidential Information received from the Disclosing Party without the Disclosing Party's prior written consent. The Receiving Party will be responsible for any breach of this Section 5 (Confidentiality) by its Affiliates, employees, contractors, and agents and any third party to whom it discloses Confidential Information in accordance with this Section 5 (Confidentiality). For Confidential Information that does not constitute a "trade secret" under applicable law, these confidentiality obligations will expire three (3) years after the termination or expiration of the Agreement. For Confidential Information that constitutes a "trade secret" under applicable law, these confidentiality obligations will continue until such information ceases to constitute a "trade secret" under such applicable law. However, the Receiving Party may disclose Confidential Information pursuant to an order of a court or governmental agency, provided, that, if permitted by applicable law, the Receiving Party shall first notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek a protective order relating to such disclosure. Notwithstanding anything to the contrary contained in this Agreement, Customer authorizes AVEVA to collect, use, disclose, and modify in perpetuity information or data (including, but not limited to, general usage information and measurements) that is provided by Customer in connection with the use or receipt of the Products (or generated or created in the course of AVEVA providing the Products) for the purposes of developing, improving, optimizing, and delivering Products, provided, however, that any disclosure of such data shall only include information or data that AVEVA develops or derives from such collected data or information (but such disclosure will not include the actual underlying Confidential Information of Customer).
6. **INDEMNIFICATION**
- 6.1. **Indemnification by AVEVA.** AVEVA shall defend, indemnify, and hold harmless Customer against claims brought against Customer by any third party alleging that Customer's use of the Products in accordance with the terms and conditions of the Agreement, constitutes an infringement of a patent or copyright, or misappropriation of a trade secret of a third party. AVEVA will pay damages finally awarded to the third party (or the amount of any settlement AVEVA enters into) with respect to such claims. This obligation of AVEVA shall not apply if the alleged infringement or misappropriation results from: (a) use of the Products in conjunction or combination with any other software, services, or any product, data, item, or apparatus that AVEVA did not provide to Customer (including Third-Party Products); (b) anything Customer provides or designs including configurations, instructions, or specifications (including any Products that were provided pursuant to Customer's designs, drawings, or specifications); (c) a modification of a Product other than with AVEVA's prior written consent; (d) Customer's failure to use the latest release or version of a Product (including any corrections or enhancements) where such use would have prevented the infringement or misappropriation claim; or (e) any use, storage, distribution, reproduction, or maintenance not permitted by the Agreement. If AVEVA believes, in its reasonable opinion, that a claim under this Section 6.1 could or is likely to be made, AVEVA may cease to offer or deliver such Products without being in breach of the Agreement.
- 6.2. **Infringement Remedies.** In the event a claim under Section 6.1 is made and such Product is held to infringe a third-party's patent or copyright, or misappropriate a trade secret, then AVEVA may, at its sole option and expense: (a) procure for Customer the right to continue using the Product under the terms of the Agreement or (b) replace or modify the Product to be non-infringing without a material decrease in functionality. If these options are not reasonably available, AVEVA or Customer may terminate the Agreement upon written notice to the other and Customer shall immediately cease using or shall return the infringing Product. The provisions of this Section 6.2 state the sole, exclusive, and entire liability of AVEVA to Customer, and is Customer's sole remedy, with respect to third-party claims covered by Section 6.1.
- 6.3. **Indemnification by Customer.** Customer shall defend, indemnify, and hold harmless AVEVA and its Affiliates (and each of their licensors), and each of their respective officers, directors, contractors, agents, and employees ("AVEVA Indemnitees") against claims brought against AVEVA Indemnitees by any third party arising from or related to: (a) any use or transfer of the Products by Customer in violation of the Agreement or any applicable law or regulation; (b) any Customer Content; (c) an allegation that any material provided by Customer violates, infringes, or misappropriates the Intellectual Property Rights of a third party; and (c) claims, brought against AVEVA by any third party arising out of Customer's use of the Products in connection with any High Risk Use. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer or by the conduct of a third party using Customer's access credentials.
- 6.4. **Indemnification Requirements.** The indemnification obligations under this Section 6 are conditioned on: (a) the Party against whom a third-party claim is brought timely notifying the other Party in writing of any such claim, provided however that a Party's failure to provide or delay in providing such notice shall not relieve a Party of its obligations under this Section 6 except to the extent such failure or delay prejudices the defense; (b) the Party who is obligated to defend a claim having the right to fully control the defense of such claim; (c) the Party against whom a third-party claim is brought reasonably cooperating in the defense of such claim; and (d) Customer complying with AVEVA's direction to cease any use of the Products which in AVEVA's reasonable opinion, is likely to constitute an infringement or misappropriation. Any settlement of any claim shall not include a financial or specific performance obligation on or admission of liability by the Party against whom the claim is brought, provided however that AVEVA may settle any claim on a basis requiring AVEVA to substitute for the Products any alternative substantially equivalent non-infringing products. AVEVA shall not be responsible for any settlement made without its consent. The Party against whom a third-party claim is brought may appear, at its own expense, through counsel reasonably acceptable to the Party obligated to defend claims. Neither Party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation that is prejudicial to the other Party's rights.
7. **DATA PROTECTION**
- 7.1. **Customer Content.** Customer is responsible for the Customer Content and entering it into the Products. Customer has sole responsibility for the accuracy, quality, integrity, legality,

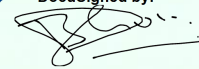
- reliability, and appropriateness of Customer Content, and for obtaining all rights related to Customer Content required in connection with the performance, receipt or use of the Products. Customer will collect and maintain all personal data contained in the Customer Content in compliance with applicable data privacy and protection laws and the GDPR and Data Processing Addendum (if applicable).
- 7.2. **Security.** Customer will maintain reasonable security standards for the use of the Products (by users). Customer is solely responsible for determining the suitability of the Products for Customer's business processes and for complying with all applicable legal requirements regarding Customer Content and its use of the Products. Customer will provide reasonable assistance required in connection with the provision of the Products and the support by AVEVA. Customer acknowledges and agrees that Customer's reasonable assistance is a necessary precondition for AVEVA's correct performance of its obligations under the Agreement. Customer bears all consequences and costs resulting from breach of its duties.
8. **WARRANTY**
- 8.1. **Limited Warranty.** During the Term, the Product will conform to AVEVA'S published specifications, provided that the Product is properly used in full compliance with the documentation and instructions provided by AVEVA and that the Product is not modified or altered by the Customer. If, during the Term, any material defects in the Product are reported to AVEVA, then AVEVA will make commercially reasonable efforts to correct such defects to conform to the published specifications. AVEVA does not warrant that any or all failures or errors will be corrected.
9. **DISCLAIMER OF WARRANTIES**
- 9.1. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT, AVEVA AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, OR STATEMENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AVEVA, ITS DEALERS, DISTRIBUTORS OR AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH IN THE AGREEMENT AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. AVEVA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE PRODUCTS WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN AVEVA'S DOCUMENTATION (AS APPLICABLE), THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS OR OTHER THREATS OR INTERRUPTIONS. THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAY BE SUBJECT TO TRANSMISSION ERRORS, DELIVERY FAILURES, DELAYS AND OTHER LIMITATIONS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.
10. **LIMITATION OF LIABILITY**
- 10.1. **CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL AVEVA BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR SIMILAR DAMAGES OR (B) LOSS OF BUSINESS, PROFITS, OR REVENUE, LOSS, CORRUPTION OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION, OR DOWNTIME, IN EACH CASE ARISING OUT OF OR RELATED TO THE AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE), AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. **Damages Cap.** The aggregate liability of AVEVA to Customer for any loss or damage arising under or in relation to the Agreement, regardless of the basis of liability (whether arising out of liability under breach of contract (including under any indemnity), tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty or claims by third parties arising from any breach of the Agreement) shall not exceed the fees paid by Customer pursuant to the applicable Transaction Document for the specific Product giving rise to such liability in the twelve (12) month period preceding the date of the incident giving rise to the claim. The provisions of this Section 10 allocate the risks between AVEVA and Customer, and AVEVA's pricing reflects this allocation of risk and the limitation of liability specified herein. Notwithstanding the foregoing, the limitations on amounts of damages set forth in this Section 10.2 shall not apply to AVEVA's intentional misconduct, fraud, or fraudulent misrepresentation, or to the extent prohibited by applicable law.
11. **CUSTOMER OBLIGATIONS**
- 11.1. Customer shall provide specific and detailed information concerning, and reasonable access to, Customer's computer systems, documentation, and networks as needed to perform and deliver the Product(s) outlined in this Agreement.
12. **HIGH RISK USE**
- 12.1. The Product(s) is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. Customer has no right to use (and must not use) the Product in any application or situation where the failure of the Product could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use does not include utilization of the Product for administrative purposes, to store configuration data, engineering and/or configuration tools, or other applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.
13. **RECORD KEEPING, AUDITS, AND COMPLIANCE CERTIFICATES**
- 13.1. **Record Keeping.** During the Term and for a period of two (2) years thereafter, Customer shall maintain complete and accurate records documenting the location and use of the Product in a manner sufficient to permit AVEVA to conduct an audit in accordance with Section 13.2 of this Agreement.
- 13.2. **Audit Right.** During the Term and for a period of two (2) years thereafter, AVEVA shall be permitted to audit and/or shall be permitted to have its designee audit (at least once annually and in accordance with AVEVA's standard procedures, which may include on-site or remote audits of facilities, systems, records, and personnel) the usage of the Product and Customer's compliance with the Agreement. AVEVA will conduct any such audit during regular business hours. Customer shall cooperate reasonably in the conduct of such audits.
- Any reasonable and actual costs incurred by AVEVA for such audit shall be paid by Customer if the audit results indicate usage in excess of the licensed quantities or levels, underpayment of any fees, or breach of the Agreement. If an audit reveals that Customer is using the Product contrary to the terms and conditions of this Agreement, then Customer will be invoiced for additional fees consistent with Customer's actual use of the Product in accordance with AVEVA's then-current list price for the Product, which amount will be immediately due and payable. The assessment of additional fees is without prejudice to any other right and remedy AVEVA may have for breach of this Agreement, including without limitation, termination of this Agreement.
- 13.3. **Compliance Certificate.** Within thirty (30) days of receipt of AVEVA's written request, Customer shall provide AVEVA with a signed certification of compliance with the Product licensing conditions; provided, however, that AVEVA shall not request more than one compliance certificate annually.
14. **THIRD-PARTY PRODUCTS**
- 14.1. **Third-Party Products.** Unless otherwise agreed in writing by AVEVA, if Third-Party Products are supplied by AVEVA to Customer, such Third-Party Products are provided on a "pass-through" basis only and are subject to the terms and conditions of the third-party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto.
15. **MISCELLANEOUS**
- 15.1. **Export Restrictions.** Customer agrees to comply fully with all applicable export laws, regulations, orders, decrees, and lists in India (collectively, "Export Control Laws"), including, but not limited to, the Customs Act, 1962, Customs Tariff Act, 1975, Foreign Trade (Development & Regulation) Act, 1992, and India's Export Import (EXIM) Policy (each as amended, updated, supplemented, or otherwise modified from time to time), as well as all applicable end-use and destination restrictions issued in India, by foreign governments, and supranational bodies to assure that no Products, Services, Third-Party Products, or Third-Party Services (or any product thereof) are (i) exported, directly or indirectly, in violation of any Export Control Laws or (ii) is intended to be used for any purpose prohibited by Export Control Laws. For the avoidance of doubt, Customer agrees that no data, information, or materials resulting from any Product, Service, Third-Party Product, or Third-Party Service will be exported, directly or indirectly, in violation of any applicable Export Control Laws.
- 15.2. **Sanctions.** Customer will comply with all Indian, UN, EU, US, UK and any other applicable jurisdiction's trade and economic sanctions laws, regulations, embargoes or similar restrictive measures ("Sanctions Laws"). Customer will ensure that it and any distributors appointed by the Customer will not resell any Product, Service, Third-Party Product, or Third-Party Service (or incorporate any Product, Service, Third-Party Product, or Third-Party Service in other products or services to be sold) to persons or entities in violation of Sanctions Laws. Furthermore, no member, employee, director or officer of Customer or, as far as Customer is aware, any person acting on its behalf, is in violation of Sanctions Laws or designated on an Indian, UN, EU, US, UK or other applicable sanctions list (a "Restricted Person") or controlled (directly or indirectly) by a Restricted Person **Restricted Rights Legend.** The Product is a "commercial item" as that term is defined at 48 CFR 2. 101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the PROGRAM with only those rights set forth herein.
- 15.3. **Force Majeure.** Except for Customer's payment obligations, neither Party shall be liable for delays caused by conditions beyond their reasonable control, ("Force Majeure"), provided that notice thereof is given to the other Party as soon as practicable. All such Force Majeure conditions preventing performance shall entitle the Party hindered in the performance of its obligations under the Agreement to an extension of the date of delivery of the Products or completion of the Services by a period of time equal to the period of delay incurred as a result of the Force Majeure or to any other period as the Parties may agree in writing.
- 15.4. **Renegotiated Terms.** The Parties agree that the terms and conditions of the Agreement are the result of negotiations between the Parties and that the Agreement shall not be construed in favor of or against either Party by reason of the extent to which such Party or its professional advisors participated in the preparation of the Agreement.
- 15.5. **Governing Law and Jurisdiction.** The validity of the Agreement and the rights, obligations and relations of the Parties under the Agreement and in any dispute between them will be construed and determined under and in accordance with the laws of India. If a court must enter or enforce an arbitration award, if a party applies solely for preliminary or injunctive relief, or if the binding arbitration provision set forth in Section 14.12 (Binding Arbitration) is deemed invalid or ineffective, then each Party irrevocably agrees to submit to the exclusive jurisdiction of (and waives any objection to the venue of courts in Mumbai, India to enter or enforce such award, to determine such preliminary or injunctive relief, or to determine such claim or matter arising out of or in connection with this Agreement, as applicable. To the extent otherwise applicable, the Parties hereto agree that the United Nations Convention on the International Sale of Goods will not apply to this Agreement.
- 15.6. **Binding Arbitration.** Any controversy or claim arising out of or relating to the Agreement, including any breach of the Agreement, shall be determined by final and binding arbitration administered by the International Chamber of Commerce International Court of Arbitration ("ICC") under its Rules of Arbitration ("ICC Rules"). The award rendered by the arbitrator shall be final, non-reviewable, and non-appealable and binding on the Parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the Parties within twenty (20) days of receipt by the respondent of the request for arbitration or in default thereof appointed by ICC in accordance with the ICC Rules, which arbitrator shall have substantial experience in resolving business disputes involving similar products or services. The place of arbitration shall be Mumbai, India. The arbitrator will have no authority to award punitive, consequential, liquidated, or other damages waived, disclaimed, or otherwise prohibited by the Agreement and the award shall not exceed the applicable limitation of liability set forth in the Agreement.
- 15.7. **Waiver of Right to Class Action.** Each Party waives, to the fullest extent permitted by applicable law, any right it may have to participate in a class action in respect of any proceedings relating to the Agreement or any performance or failure to perform of any obligation under the Agreement. Each Party may only bring a claim against the other in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.
- 15.8. **Assignment.** The Agreement shall extend to and be binding upon the Parties to the Agreement, their successors, and assigns, provided, however, that neither Party shall assign or transfer the Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing

- limitation, AVEVA may assign or transfer the Agreement, in whole or in part, without obtaining the consent of Customer, to a parent company or subsidiary or in connection with the transfer or sale of its entire business or sale of all or substantially all of its assets, or in the event of a merger, divestiture, internal reorganization or consolidation with another company.
- 15.9. **Notices.** All notices and other communications required or permitted under the Agreement will be in writing and delivered by courier or overnight delivery service with written verification of receipt, or by registered or certified mail, return receipt requested, postage prepaid, and in each instance, will be deemed given upon receipt. All such notices, approvals, consents and other communications will be sent to the addresses set forth on the signature page to this Agreement or to such other address as may be specified in writing by either Party to the other in accordance with this Section 15.10.
- 15.10. **Invalidity and Severability.** If any provision of the Agreement shall be found by any court to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 15.11. **Survival of Provisions.** The provisions of the Agreement that by their nature survive expiration or termination of the Agreement will survive expiration or termination of the Agreement, including, but not limited to, the following Sections of this Agreement: 1 (Definitions), 2 (Term and Termination), 3 (Intellectual Property Rights), 4 (Payments and Invoicing), 5 (Confidentiality), 6.3 (Indemnification by Customer), 9 (Disclaimer of Warranties), 10 (Limitation of Liability), 14 (Third-Party Products), and 15 (Miscellaneous).
- 15.12. **Waiver.** The waiver (whether express or implied) by either Party of a breach or default of any of the provisions of the Agreement (including any Transaction Document) by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.
- 15.13. **Third-Party Beneficiary.** Except as expressly set forth in the Agreement, the Parties do not intend to create rights for any person as a third-party beneficiary of the Agreement.
- 15.14. **Ethical Trading Policy.** Customer shall comply with AVEVA's then-current ethical trading policy located at www.aveva.com/policies/ethical/en, which shall be incorporated herein by reference.
- 15.15. **Entire Agreement; Amendments; Execution.** The Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous representations, understandings or agreements whether written or oral, relating to its subject matter. The Agreement will prevail over any additional, conflicting, or inconsistent terms and conditions that may be contained in any purchase order or other document furnished by Customer to AVEVA. The Agreement may be amended or modified only by a writing that is signed by or on behalf of both Parties. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An executed facsimile or electronic copy of the Agreement shall be construed as if it were an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of Effective Date.

AVEVA:

AVEVA Information Technology India Private Limited

DocuSigned by:

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By: _____
 (Signature)

Budhisagar Shukla

Title: Director

Date: 22 August 2020

Customer:

Yeshwantrao Chavan College of Engineering

By: _____
 (Signature)

Dr. U. P. Waghe

Title: Principal

Date: 14/03/2020

PRINCIPAL

**Yeshwantrao Chavan
 College of Engineering
 Wanadongri, Hingna Ro
 NAGPUR - 441 110**

Notice Address:

AVEVA Information Technology India Private Limited

Unit No. 202, A Wing, Supreme Business Park,
 Supreme City, Powai, Mumbai 400 076, India.

Notice Address:

Yeshwantrao Chavan College of Engineering

Hingna Road, Wanadongri, Nagpur – 441110, India



Order Form

AVEVA CONTRACT INFORMATION

Contract: AVEVA General Terms and Conditions (GTC No.: AP-SJ-9001-148 ("GTCs"))

GTCs Effective Date: 9 March 2020

Effective Date of this Order Form ("Order Form Effective Date"): 9 March 2020

Order Form Expiration ("Order Form Expiration Date"): 14 February 2024

PARTY IDENTIFICATION

AVEVA:	AVEVA Information Technology India Private Limited
Company Registration Number:	U72900MH2001PTC167661
MSME Number	MH19E0018086
Company Registered Address:	Unit No. 202, A Wing, Supreme Business Park, Supreme City, Powai, Mumbai 400 076, India
Company Telephone Number:	+91 22 6736 8400
Principal Contact (Name):	Swarna Sheregar
Principal Contact (Email and Phone Number):	Email: swarna.sheregar@aveva.com Phone Number: +91 22 6736 8400
CUSTOMER:	Yeshwantrao Chavan College of Engineering
Company Registration Number:	-
Goods and Service Taxpayer Identification Number	-
Company Registered Address:	Hingna Road, Wanadongri, Nagpur – 441110, India
Invoice Address (if different than registered address):	-
Company Telephone Number:	+91 07104 - 237919
Principal Contact (Name):	Dr. S. S. Khedkar
Principal Contact (Email and Phone Number):	Email: sskhedkar@ycce.edu Phone Number: +91 09764996477

1. ORDER SUMMARY.SOFTWARE PRODUCTS:Initial/Annual Products:

Product Name	Product Code	License Model Type	License Term	Simultaneous Users	Initial Fee	Annual Fee	Support Services and Fees	Additional Product Schedule	Applicable Addendum or Addenda
AVEVA Electrical™ (Refer Section 6.4)	V00FN288	Initial/Annual	Up to 14 February 2024	Ten (10)	Initial Fee had been paid under Previous Agreement (Refer Sections 6.1 and 6.2)	Refer Total Amount Due table below and Section 6.3	<input checked="" type="checkbox"/> Included at no additional cost during License Term	Software Schedule	Software and Support Addendum
AVEVA Bocad Steel™	V00FN854			Ten (10)					

License Restrictions/Scope of License:	Identification and Location of Designated Server:	Designated Server located at: Yeshwantrao Chavan College of Engineering Server Room, Central Computer center, Hingna Road, Wanadongri, Nagpur – 441110, India Customer's principal contact at Location: Dr. S. S. Khedkar	
	Identification and Location of Users:	Same as Identification and Location of Designated Server	
Total Amount Due:	Initial Fee	Initial Fee had been paid under the Previous Agreement	
	Annual Fee for the period 15 February 2020 to 14 February 2021	INR 80,000	
	Annual Fee for the period 15 February 2021 to 14 February 2022	INR 80,000	
	Annual Fee for the period 15 February 2022 to 14 February 2023	INR 80,000	
	Annual Fee for the period 15 February 2023 to 14 February 2024	INR 80,000	
	Total Amount Due	INR 3,20,000	
Automatic Renewal Term:	NA		

2. DEFINITIONS, INTERPRETATION, AND STRUCTURE OF ORDER FORM.

- 2.1. **Incorporation of GTCs.** This Order Form incorporates by reference the terms of the GTCs entered into by the Parties on the date set forth on the first page of this Order Form under GTCs Effective Date.
- 2.2. **Definitions.** Capitalised terms used in this Order Form without definition shall have the meanings ascribed to them in the GTCs.
- 2.3. **Structure of Order Form.** Customer shall be subject to and will comply with (a) the terms of each Product or Services Schedule identified in Section 1 of this Order Form, which are hereby incorporated into and made a part of this Order Form, and (b) the terms of each Addendum identified in Section 1 of this Order Form, which are incorporated into and made a part of the GTCs.
- 2.4. **Order of Priority.** In the event of any inconsistencies between: (a) the GTCs and this Order Form, this Order Form shall take precedence, (b) this Order Form and any Schedule, this Order Form will take precedence (except for express deviations from this Order Form which are identified in such Schedule), and (c) this Order Form and any Addendum, this Order Form shall take precedence.

3. TERM AND RENEWAL.

- 3.1. **Order Form Term.** This Order Form shall commence on the Order Form Effective Date and continue until the Order Form Expiration Date; provided, however, that if Products or Services are still being provided by AVEVA on the Order Form Expiration Date, then such Order Form Expiration Date shall automatically extend until the completion of such Products and Services (the "Order Form Term").
- 3.2. **Product or Service Renewal.** If a Product or Service specifies an automatic renewal term in the Order Summary set forth in Section 1, then such Product or Service will automatically renew for terms equal in length to such specified renewal term. However, auto-renewal will not occur if either Party provides written notification to the other Party of its intention not to renew at least sixty (60) days prior to the expiration of the then-current term.

4. ORDERED PRODUCTS AND SERVICES, DELIVERY, AND INSTALLATION.

- 4.1. **Products and Services.** Customer will purchase or license from AVEVA the Products and Services contained in the Order Summary set forth in Section 1.
- 4.2. **Delivery of Software.** AVEVA will deliver the Software by making it available for electronic download from <https://support.aveva.com> or through Software media delivered by AVEVA to Customer.

5. PRODUCT FEES AND INVOICING SCHEDULE.

- 5.1. **Invoicing Schedule.** Customer will pay to AVEVA the fees for the Products and Services set forth in this Order Form within thirty (30) days of the invoice date. AVEVA will invoice Customer for the Products and Services in accordance with the following schedule (as applicable):

Fee Type	Product/Service Type	Invoicing Schedule
Initial Fee	Initial Software License Fees	Invoiced on the Order Form Effective Date
	Initial SaaS Product Fees	
Rental Model Fee	Rental Model License Fee	Invoiced on the Order Form Effective Date for the entire rental term.
Monthly Fee	Monthly Software License Fees	Invoiced on the Order Form Effective Date. Subsequent monthly invoices will be provided on or before the fifteenth (15 th) day during each calendar month. Invoices are provided monthly in advance.
	Monthly SaaS Product Fees	
	Monthly Service Fees	Invoiced on or before the fifteenth (15 th) of each calendar month for services performed during the prior calendar month.
Annual Fee	Annual Software License Fees	Invoiced on the Order Form Effective Date. If there are renewal terms, invoices will be provided on or before the fifteenth (15 th) day following each anniversary of the Order Form Effective Date. Invoices are provided annually in advance.
	Annual SaaS Product Fees	
	Annual Support Fees	
	SimSci Tokens	
On-Demand	CALM or UBL Tokens	Invoiced on purchase.

- 5.2. **Price Adjustments.** Following the expiration of the initial term for a Product or Service, the fees for such Product or Service shall automatically increase at a rate of three percent (3%) per year at the beginning of each year of the renewal period.
- 5.3. **Excess Use.** If Customer's use of any Product exceeds the permitted usage metrics (including, but not limited to, number of users or installation location), then Customer will be subject to additional fees for such excess usage at AVEVA's then-current rates. Customer will execute an additional Order Form or amendment to this Order Form for such additional usage and the fees for such additional usage will accrue from the date the excess usage began (together with an interest rate of one and one-half percent (1.5%) per month or partial month from the date such excess usage began until payment). The assessment of additional fees shall be without prejudice to AVEVA's other rights and remedies with respect to such excess usage.
- 6. **ADDITIONAL TERMS.**
- 6.1. Pursuant to the Licence Transfer Request Letter from Rajiv Gandhi College of Engineering & Research dated 13 February 2020 accepted and executed by Rajiv Gandhi College of Engineering & Research, Customer and AVEVA, all AVEVA Software ("Transferred Software") licensed to Rajiv Gandhi College of Engineering & Research under the following agreement shall be transferred and licensed to the Customer under this Order Form as further detailed hereunder with effect from the Order Form Effective Date ("Transfer"): AVEVA General Terms and Conditions made between Rajiv Gandhi College of Engineering & Research and AVEVA Information Technology India Private Limited dated 15 February 2019 bearing reference number GTC No. AP-SJ-9001 and all its subsequent amendments, if any ("Previous Agreement").
- 6.2. This Order Form shall supersede in its entirety the Previous Agreement.
- 6.3. Annual Fee for the Software listed above for the period from 15 February 2020 to 14 February 2021 is INR 80,000 due and payable immediately upon signing of this Order Form. Thereafter, Annual Fee for each subsequent twelve months from 15 February to 14 February ("Billing Cycle") is due and payable on 15 February of each year commencing from 15 February 2021 for the duration of this Order Form. Notwithstanding anything to the contrary, both parties may vary the Billing Cycle for the Annual Fee from time to time and such variance as reflected on AVEVA's invoice shall be deemed effective and binding on both parties.
- 6.4. One (1) simultaneous user of AVEVA Integration Services per each licence server will be provided to Customer for Use in conjunction with AVEVA Electrical™ licensed under this Order Form for as long as Customer is paying Annual Fees continuously every year for AVEVA Electrical™ stipulated in this Order Form.

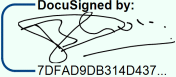
This Order Form offer is valid through 14 February 2024 and shall become binding upon execution by each of Customer and AVEVA.


AVEVA:

Customer:

AVEVA Information Technology India Private Limited

Yeshwantrao Chavan College of Engineering

DocuSigned by:

7DFAD9DB314D437...
By: _____
(Signature)
Budhisagar Shukla
Title: Director
Date: 22 August 2020


By: _____
(Signature)
Dr. U. P. Waghe
Title: Principal
Date: 14/03/2020

PRINCIPAL
Yeshwantrao Chavan
College of Engineering
Wanadongri, Hingna Ro
NAGPUR - 441 110



SOFTWARE AND SUPPORT ADDENDUM

This Software and Support Addendum (this "Software and Support Addendum") supplements and is hereby incorporated into and made a part of those certain AVEVA General Terms and Conditions, by and between AVEVA and Customer (the "GTCs"), to which this Software and Support Addendum is attached or included. Capitalized terms used in this Software and Support Addendum without definition shall have the same meanings ascribed to them in the GTCs.

1. **ADDITIONAL DEFINITIONS.**
 - 1.1 "AVEVA Proposal" means the AVEVA document that may describe, among other things, the specific (i) support level chosen by Customer, (ii) Support Services to be provided by AVEVA, (iii) any Support Services fee (if applicable), (iv) payment terms (if applicable), (v) Product Term (defined below) of the Agreement, and (vi) the Goods and/or Supported Software for which support is being provided under the Agreement.
 - 1.2 "CFP User Guide" means the Customer FIRST Program User Guide provided by AVEVA. A "CFP User Guide" may not be provided or available to Customer for all Supported Services.
 - 1.3 "Documentation" either (i) has the meaning set forth in the applicable Software Schedule or (ii) if no meaning is set forth in the applicable Software Schedule, "Documentation" means the then-current technical and functional documentation provided by AVEVA to Customer for the Software, including, but not limited to, the technical documentation, program specifications, and operations manual, as applicable.
 - 1.4 "Goods" means all products, equipment, materials, spare parts, hardware, supplies, and accessories for which support has been purchased under the applicable Transaction Document.
 - 1.5 "High-Risk Use" shall have the meaning set forth in Section 5.
 - 1.6 "Hot Fix" means unreleased Software which has not been processed through a full QA cycle and which is designed to correct a specific defect in the Software.
 - 1.7 "Normal Workday" or "Normal Working Hours" means 9:00 a.m. to 5:00 p.m. on any business day in the location where on-site Support Services are being performed (excluding any public holidays in such location where such on-site Support Services are being performed); provided that if any applicable law provides for a different working hour or a workday to be applicable, then such working hours or workday shall be considered to be the Normal Working Hours or the Normal Workday.
 - 1.8 "Overtime Rates" means the rate payable for any Services provided outside of the Normal Working Hours in accordance with applicable law.
 - 1.9 "Pre-Production Release" means Software which has not completed AVEVA's formal release requirements and includes beta software, Hot Fixes and SUPs.
 - 1.10 "Product Term" means the initial term and any subsequent renewal term(s) for the Software, as set forth in the applicable Transaction Document.
 - 1.11 "SUP" (Single User Product) means modifications to the Software made for a specific licensee.
 - 1.12 "Support Services" means the support services described in the AVEVA Proposal (or CFP User Guide, as applicable).
 - 1.13 "Supported Software" means Software for which Support Services were purchased, but always excluding Third-Party Products, their related instruction manuals and documentation.
 - 1.14 "Supporting Hardware" means any dongles or other physical devices supplied by AVEVA to Customer for use with Software.
 - 1.15 "Trial Software" means Software that has been licensed to Customer solely for the purposes of evaluation or that is supplied for the purposes of training, beta testing, or other non-commercial use.
 - 1.16 "Use" means utilization of the Software by copying, transmitting, or loading the same into the temporary memory (RAM) or installing into the permanent memory (e.g. hard disk, DVD ROM or other storage device) of the Customer's hardware for the processing of the system instructions or statements contained in such Software, subject to any limitations set forth in an applicable Software Schedule or Transaction Document.
 - 1.17 "Updates" means any upgrades, updates, enhancements, improvements, or modifications to the Software generally made available by AVEVA as part of any support services but does not include any new version of the Software that may be separately offered by AVEVA.
 - 1.18 "Work Product" means any art, discovery, improvement, deliverable, process, customization, report, documentation, invention, modification, enhancement, product, software or other item developed, created, or provided in connection with the Support Services, whether or not copyrightable or patentable, inclusive of all related know-how, trade secrets, and any other tangible or intangible technical material or information.
2. **PURCHASE OF SOFTWARE.**
 - 2.1 **Provision of Software.** From time to time, Customer may purchase Software by executing a Transaction Document with AVEVA. Any additional Software purchased by Customer will be at the then-current price. AVEVA will provide the Software in accordance with the GTCs and the applicable Transaction Document.
 - 2.2 **Installation of Software.** Except as otherwise stated in an applicable Transaction Document, Customer will be responsible for installing the Software on Customer's information technology devices (e.g., hard disks and processing units) at Customer's designated locations in accordance with any installation restrictions set forth in the applicable Transaction Document.
 - 2.3 **Updates for Software.** If AVEVA releases any Updates to the Software (including, but not limited to, any error corrections or patches), then Customer shall install such Updates as soon as reasonably practicable and in no event more than seven (7) calendar days after receiving notice that such Updates have been issued to correct infringement or misappropriation of a third party's Intellectual Property Rights.
 - 2.4 **Life Cycle for Software.** AVEVA reserves the right to "end of life" any Software in accordance with its then-current end of life policy, which is located at www.aveva.com/policies/eol/en.
3. **LICENSE RIGHTS.**
 - 3.1 **Grant of License.** In consideration of full payment of the fees for the Software and subject to Customer's compliance with its obligations under the Agreement, AVEVA grants to Customer a non-transferable, non-exclusive, non-sub-licensable, limited license to Use the Software described in the Transaction Document for the Product Term and in accordance with the license model identified in such Transaction Document. The Software may only be used for purposes of Customer's ordinary internal business purposes by the particular user(s), in the particular location(s), on the particular device(s) and/or on the particular system(s) for which Customer licensed such Software, as those user(s), location(s), device(s) and/or system(s) are identified in the applicable Software Schedule or Transaction Document. If the Transaction Document fails to state a duration/term of the license granted under the Agreement then such duration/term shall be deemed to be one (1) year from the date the Software is delivered to Customer. For the avoidance of doubt, Customer shall not permit any third parties (except those that are expressly identified as permitted user(s) in a Transaction Document) to access or use the Software without AVEVA's prior written consent and Customer shall be liable for any such unauthorized usage.
- 3.2 **License Restrictions.**
 - (a) **Copy Restrictions.** Copyright laws and international treaties protect the Software, including the Documentation. Unauthorized copying, reproduction or publication of the Software, the Documentation or any part thereof is expressly prohibited. All titles, trademarks, and copyright and restricted rights notices will be reproduced in such copies.
 - (b) **Use Restrictions.** The Agreement only gives Customer some rights to use the Software and AVEVA and its licensors reserve all other rights. Customer does not acquire any rights, express or implied, other than those expressly granted in the Agreement. Unless applicable law gives Customer more rights despite this limitation, Customer may use the Software only as expressly permitted in the Agreement. In doing so, Customer agrees that it will comply with any technical limitations in the Software that only allow Customer to use the Software in certain ways. Customer agrees that it will not, nor will Customer permit others to:
 - (i) reverse engineer, reproduce, decompile, recompile, disassemble, merge, modify, adapt or translate the Software or any component thereof (including Documentation), or create derivative works based on the Software (including Documentation), except and only to the extent that (a) applicable law expressly permits, despite this limitation, (b) AVEVA gives its prior written consent, or (c) the Documentation accompanying the Software expressly permits;
 - (ii) incorporate the Software into any other software program not provided by AVEVA, except (a) for incorporation of such Software with application program interfaces that AVEVA makes publicly available for such Software or (b) to the extent permitted to customize the Software in accordance with the accompanying Documentation;
 - (iii) remove, obliterate, destroy, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of AVEVA or its licensors that are included in the Software, except as may be permitted when using application program interfaces that AVEVA makes publicly available for such Software;
 - (iv) work around any technical limitations in the Software;
 - (v) make more copies of the Software than as allowed in the Agreement or by applicable law, despite this limitation;
 - (vi) publish the Software, including any application programming interfaces included in the Software, for others to copy;
 - (vii) transfer, sublicense, rent, lease, sell, lend, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, make available, or assign the Software or any part thereof to any other person or entity (except as expressly permitted by the Agreement);
 - (viii) transfer the Software to another location or to other equipment without the prior written consent of AVEVA (except as otherwise expressly permitted pursuant to the Agreement);
 - (ix) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material (or to store or transmit material in violation of law or third-party privacy rights);
 - (x) use the Software in a way intended to avoid incurring fees or exceed usage limitations; or
 - (xi) use the Software to build or support, directly or indirectly, products or services competitive to the Software or any other products or services of AVEVA.
 - (c) **Return or Destruction of Software.** Upon termination or expiration of the Product Term, Customer shall destroy or return to AVEVA the Software (regardless of the media upon which such Software is fixed) and any related software installation kits, licenses, or licensing management software. In addition to any other remedies available to AVEVA, if Customer files for bankruptcy, becomes insolvent, or makes an assignment or novation for the benefit of creditors, then Customer automatically and without further action grants to AVEVA the right to enter Customer's premises to destroy, take possession of, or remove the Software that is in Customer's possession (including deletion of such Software from any devices on which such Software is installed).
4. **RECORD KEEPING, AUDITS, AND COMPLIANCE CERTIFICATES.**
 - 4.1 **Record Keeping.** During the Product Term and for a period of two (2) years thereafter, Customer shall maintain complete and accurate records documenting the location and use of the Software in a manner sufficient to permit AVEVA to conduct an audit in accordance with Section 4.2 of this Software and Support Addendum.
 - 4.2 **Audit Right.** During the Product Term and for a period of two (2) years thereafter, AVEVA shall be permitted to audit and/or shall be permitted to have its designee audit (at least once annually and in accordance with AVEVA's standard procedures, which may include on-site and/or remote audits of facilities, systems, records, and personnel) the usage of the Software and Customer's compliance with the Agreement. AVEVA will conduct any such audit during regular business hours. Customer shall cooperate reasonably in the conduct of such audits. Any reasonable and actual costs incurred by AVEVA for such audit shall be paid by Customer if the audit results indicate usage in excess of the licensed quantities or levels, underpayment of any fees, or breach of the Agreement.
 - 4.3 **Compliance Certificate.** Within thirty (30) days of receipt of AVEVA's written request, Customer shall provide AVEVA with a signed certification of compliance with the Software licensing conditions; provided, however, that AVEVA shall not request more than one compliance certificate annually.
5. **HIGH-RISK USE.**

The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. Unless AVEVA gives its prior written consent and is consulted regarding the specific deployment, system set-up and Software support plan, Customer has no right to use (and must not use) the Software in any application or situation where the failure of the


- Software could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High-Risk Use"). High-Risk Use does not include utilization of the Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. Customer agrees to indemnify, defend, and hold harmless AVEVA from any third-party claim arising out of Customer's use of the Software in connection with any High-Risk Use.
6. **LICENSE COMPLIANCE MEASURES.**
 6.1 AVEVA takes all legal steps to monitor Customer's and third parties' compliance with any license and usage restrictions for AVEVA's software products (and those software products of its Affiliates). In this context, the Software may include a security mechanism (or security mechanisms) that can detect the installation or use of illegal copies of the Software and collect and transmit data about those illegal copies. Data collected will not include any customer personal data created with the Software. By using the Software, Customer consents to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. AVEVA reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Software. Customer may not take any steps to avoid or defeat the purpose of any such measures. Use of any Software without any required lock device or authorization key provided by AVEVA is prohibited. For the avoidance of doubt, Customer shall be solely responsible for its failure to comply with any license and usage restrictions for AVEVA's software products.
7. **SUPPORTING HARDWARE.**
 Customer must use any Supporting Hardware in accordance with AVEVA's instructions. AVEVA reserves the right to withdraw or change any Supporting Hardware in its sole discretion and at any time.
8. **GOVERNMENT CONTRACTS.**
 If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under AVEVA's standard commercial license.
9. **SUPPORT SERVICES (CUSTOMER FIRST SUPPORT PROGRAM).**
 9.1 AVEVA Proposal. This Software and Support Addendum incorporates by reference all of the terms and conditions contained in the AVEVA Proposal and CFP User Guide, as applicable.
 9.2 Product Term. Subject to Customer's payment of all applicable fees, AVEVA will provide the Support Services during the Product Term.
 9.3 Expense Reimbursement. Except as otherwise agreed in writing by Customer and AVEVA, Customer shall reimburse AVEVA for expenses incurred by AVEVA to perform the Support Services, including but not limited to travel and living expenses.
 9.4 Version Upgrade. The software version upgrade entitlement is a benefit to customers that enroll in the Support Services (Standard, Premium and Elite levels) and are currently licensing the most current version of software (or another preferred minimum version level). If Customer is running a non-current or non-preferred version of the Supported Software, Customer must first purchase an upgrade to the current or preferred version to access this benefit in a new agreement. AVEVA may offer incentives for Customer to purchase version upgrades.
 9.5 Support Reinstatement for Lapsed Enrollment. If a lapse in enrollment in the Support Services occurs, then Customer may be assessed a reinstatement fee. The amount of the reinstatement fee may increase the longer the enrollment has lapsed.
 9.6 Support Program Levels. The Customer FIRST Support program portfolio offers a wide choice of offerings to meet Customer's business requirements. Specific program level benefits are described in the AVEVA Proposal and CFP User Guide, as applicable.
 9.7 Scope of Support. AVEVA provides Support Services in accordance with the AVEVA lifecycle support policy applicable to the Supported Software and Goods. The applicable AVEVA lifecycle policy is published on the AVEVA brand support websites and may be referenced in the AVEVA Proposal or CFP User Guide. Although AVEVA and its "Certified Support Providers" (which are third parties retained by AVEVA to provide Support Services to Customer, including but not limited to authorized distributors and other support providers) may attempt to resolve issues arising in earlier AVEVA goods or software versions, they do not have any obligation to do so under any support level in the Support Services unless extended support for retired versions is available and purchased on a product by product basis.
 9.8 Support Exclusions.
 (a) Unless otherwise agreed in writing by AVEVA, AVEVA does NOT provide Support Services for Third-Party Products, including but not limited to Crystal Reports. If AVEVA does provide Support Services for Third-Party Products at Customer's written request, AVEVA's Support Services for such Third-Party Products shall be rendered "AS-IS" and without warranty of any kind and such Support Services shall be for an additional fee at AVEVA's then-current service rates.
 (b) Customer shall be responsible for payment for AVEVA equipment and materials if Customer's employees, agents, consultants or contractors working on AVEVA equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, AVEVA equipment and materials will be billed to Customer at the then-current rates for such equipment and materials and Customer shall also pay AVEVA for any associated services as a result of such malfunction or failure.
 (c) AVEVA and non-AVEVA system goods and software not specifically listed in the AVEVA Proposal or CFP User Guide as covered under the support level purchased by Customer are NOT covered under the Support Services. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by AVEVA to resolve an issue involving non-listed goods, software, or equipment is chargeable to Customer at the then-current AVEVA service rates.
 (d) AVEVA will NOT provide Support Services on AVEVA software or goods from or repaired by a non-AVEVA-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by AVEVA will be subject to invoicing at the then-current AVEVA service rates.
 (e) Unless specifically purchased as an option under a Transaction Document and described in the AVEVA Proposal (or CFP User Guide), planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or Third-Party Programs are NOT covered by the Support Services.
 (f) Unless otherwise agreed in writing by AVEVA, Goods identified as retired phase or due to become retired under the AVEVA lifecycle support policy during the Product Term will be excluded and will NOT be supported.
 (g) Supported Software identified as mature phase under the AVEVA lifecycle support policy will be supported for a maximum of one (1) year.
- (h) All decisions made by Customer relating to the implementation of AVEVA's advice and recommendations are the sole responsibility of Customer. To the extent Support Services are of an advisory nature, no specific business result is assured or guaranteed.
- 9.9 Access to Facilities and Equipment. Customer will furnish at no cost to AVEVA suitable and safe working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from Goods or Supported Software covered under the Support Services. AVEVA shall have full and free access to the Goods and Supported Software in order to provide any on-site corrective Support Services. Customer will identify person(s) who will interface with AVEVA or other designated support center under the terms of the Agreement. Any maintenance or repair services performed on the Goods or Supported Software by Customer or third-party personnel resulting in additional material or corrective support service requirements by AVEVA will be invoiced at then-current time and material service rates.
- 9.10 Remote Support Services Security. Remote Support Services communication will be conducted only by AVEVA trained specialists working in a secured area using authorized connectivity equipment with security and auto log-on features. Any work accomplished on a Customer system must be authorized by a Customer representative. Communication processors, routers, modems and other equipment used in conjunction with remote Support Services that are the property of AVEVA shall be returned to AVEVA upon termination or expiration of the Product Term.
- 9.11 On-Site Support Services.
 (a) Support Services or travel in excess of a Normal Workday shall be invoiced at the Overtime Rate.
 (b) Unless otherwise agreed in writing by AVEVA and Customer, all on-site Support Services will be billed to Customer at the then-current AVEVA service rates. There shall be a minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.
 (c) When shift work other than the Normal Workday is required, the Overtime Rate shall apply.
 (d) Support Service time committed in advance by AVEVA on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.
 (e) Unless the AVEVA representative has been released from the job site, or has completed his assignment, the Customer will pay AVEVA charges computed as if the AVEVA representative was working a normal work week (five Normal Workdays), regardless of whether or not the representative is prevented from working due to delays beyond his control.
 (f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.
 (g) Standby time is defined as that time during which an AVEVA representative is requested to remain in readiness and available for Support Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside of Normal Working Hours, the Overtime Rate will apply. Standby time will be added to time actually worked for the computation of overtime charges, etc.
 (h) AVEVA representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. AVEVA representatives shall comply with all reasonable policies, procedures, and rules given to such representatives in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost. Additionally, AVEVA reserves the right in its sole discretion to remove or replace representatives performing on-site Support Services.
 (i) AVEVA representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.
 (j) Unless otherwise agreed in writing by AVEVA, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at AVEVA's then-current list prices.
- 9.12 Support for Brands. All software licenses and Goods for a given AVEVA brand (including but not limited to Avantis, SimSci, Wonderware, OASyS DNA and SimSuite Pipeline™) at a participating site must be covered under the Support Services during the Product Term.
- 9.13 Customer Approval. If the Support Services require AVEVA or its representatives to update, modify, or otherwise interact with Customer's sensitive or critical systems, equipment, software, or programs, then Customer, at AVEVA's request, must approve any updates, modifications, or interactions with such systems, equipment, software, or programs.
10. **TERMINATION AND SUSPENSION OF SUPPORT SERVICES.**
 10.1 Additional Termination Rights. In addition to the termination rights set forth in Section 10 (TERM AND TERMINATION) of the GTCs, AVEVA may terminate the Support Services and the Transaction Document under which such Support Services are provided if:
 (a) Customer has breached any of its material obligations under any agreement relating to the Supported Software or Goods and Customer has not cured such breach within thirty (30) days of receipt of a notice of breach or default from AVEVA; or
 (b) Customer uses the Support Services other than for its own internal business purposes or uses the Support Services to provide similar services related to the Supported Software or Goods to any third party.
- 10.2 Suspension of Support Services. Without prejudice to other remedies available by law, AVEVA reserves the right to suspend the Support Services if Customer does not comply with its obligations under the Agreement.
11. **INTELLECTUAL PROPERTY RIGHTS.**
 11.1 Ownership. AVEVA owns all Intellectual Property Rights in and to the Work Product, Updates, and Documentation, including techniques, knowledge or processes associated with the Work Product, Updates, or Documentation regardless whether or not solely created by AVEVA or jointly with the Customer. Customer agrees to execute and to ensure its third parties execute any such documentation as reasonably necessary to secure AVEVA's rights in such Work Product, Updates, and Documentation. For the avoidance of doubt, Customer and AVEVA agree and acknowledge that all Work Product, Updates, and Documentation will not be considered "work made for hire" under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., or any other applicable law, as may be modified, amended, or supplemented from time to time. In respect of any and all Intellectual Property Rights in the Work Product, Updates, and Documentation that may vest in the Customer, the Customer hereby irrevocably and exclusively assigns to AVEVA, on a perpetual and worldwide basis, all the benefits, rights, title, interests, privileges and advantages (whether vested, contingent or future) in, arising

- out of and in connection with the Work Product, Updates, and Documentation, along with the goodwill associated with such Work Product, Updates, Documentation, for all mediums and modes (whether existing or which may come into existence or commercial use in future). The Customer further assigns, transfers and relinquishes exclusively to and in favor of AVEVA all residual rights in such Work Product, Updates, and Documentation. The Customer hereby irrevocably waives all moral rights in respect of such Work Product. The Customer further agrees and acknowledges that the Intellectual Property Rights so assigned to AVEVA shall not revert to the Customer in case AVEVA decides not to exercise any of the rights assigned by virtue of such assignment.
- 11.2 **Non-Assertion of Rights.** Customer covenants, on behalf of itself and its successors and assigns, (i) not to assert against AVEVA, its Affiliates or licensors, any rights, or any claims of any rights, in any Work Product, Updates, and Documentation (including not to register or seek to register, either directly or indirectly, any Intellectual Property Rights in and to the Work Product, Updates, and Documentation), and Customer hereby voluntarily waives any right to demand from AVEVA or its Affiliates or licensors any rights to any Work Product, Updates, or Documentation, except those expressly granted under this Addendum or the corresponding Transaction Document; (ii) not to challenge the validity of the Intellectual Property Rights in and to the Work Product, Updates, and Documentation or the assignment under Section 11.1 (Ownership); (iii) not to challenge the ownership of the Intellectual Property Rights in and to the Work Product, Updates, or Documentation vesting in AVEVA or, as applicable, its licensors; and (iv) not to use the Work Product, Updates, or Documentation in a manner inconsistent with the provisions of this Agreement or in a manner which would dilute, harm, misuse or adversely affect or prejudice AVEVA's interests, rights, or title in and to the Work Product, Updates, or Documentation.
12. **WARRANTIES.**
- 12.1 **Limited Software Warranty.** AVEVA warrants for a period of ninety (90) days following delivery of the Software that the Software will be free from material error that would substantially affect Customer's Use of the Software. During the warranty period and without charge to Customer, AVEVA may: (i) replace defective media and/or (ii) use commercially reasonable efforts to provide modifications or fixes with respect to any material error in the Software in a reasonably timely manner (or provide Customer with alternative Software that does not contain the material error). However, if AVEVA is unable to make the Software operate as warranted and does not provide Customer with alternative Software, then AVEVA will refund the unused portion of the license fees paid to AVEVA for the defective Software and the license for such defective Software will terminate. This is Customer's sole and exclusive remedy for a breach of this warranty. Notwithstanding the foregoing, this warranty shall not apply if such material error was caused or arises from: (i) Customer's installation of the Software or misuse of the Software; (ii) modification or repair to the Software other than as expressly permitted by the Agreement; (iii) use or maintenance of the Software in a manner or environment inconsistent with the Documentation; (iv) anything Customer provides or designs including configurations, instructions, or specifications; or (v) the combination of the Software with a product, software, service, or technology not authorized by AVEVA.
- 12.2 **Limited Support Warranty.** AVEVA will perform the Support Services in a professional manner and warranted for a period of ninety (90) days from the date of Support Service. AVEVA warrants that any parts, for Goods which are supplied while performing Support Services under the Agreement, will be free from material defects for a period of ninety (90) days following delivery of such parts. Additionally, AVEVA warrants that any Supported Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Support Services under the Agreement, will be free from material defects for a period of ninety (90) days following delivery of such Supported Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, Customer's exclusive remedy, and AVEVA's entire liability, shall be the reperformance of the Support Services or repair or replacement of such parts, Supported Software upgrades, patches, service packs, quick fix, or quick custom.
- 12.3 **Pre-Production Releases and Trial Software.** As an accommodation to Customer, AVEVA may provide Customer from time to time a Pre-Production Release of the Software or Trial Software. All such Pre-Production Releases and Trial Software are provided strictly on an "as-is" basis and for internal, non-commercial purposes and AVEVA disclaims all warranties, express or implied, for all Pre-Production Releases and Trial Software (including the warranty set forth in Section 12.1 above). If AVEVA provides Customer with Trial Software, Customer may not use the Trial Software for more than thirty (30) days from the date of delivery of the license file for such Trial Software and must delete such Trial Software following such thirty (30) day period (and such license to use the Trial Software shall cease).
- 12.4 **DISCLAIMER OF ALL OTHER WARRANTIES.** FOR THE AVOIDANCE OF DOUBT, THE DISCLAIMER OF WARRANTIES SET FORTH IN SECTION 7 (DISCLAIMER OF WARRANTIES) OF THE GTCS IS INCORPORATED INTO THIS SOFTWARE AND SUPPORT ADDENDUM BY REFERENCE.
13. **ADDITIONAL INDEMNIFICATION.**
In addition to Customer's indemnification obligations set forth in the GTCs, Customer shall defend, indemnify, and hold harmless AVEVA and its Affiliates against claims brought against AVEVA by any third party arising from or related to AVEVA's use of or access to Third-Party Products or Customer's software, machines, equipment, systems, information technology environment, or premises in connection with the provision of the Support Services.
14. **CUSTOMER OBLIGATIONS.**
- 14.1 **Cooperation of Customer.** AVEVA's performance depends upon Customer's timely and effective cooperation, including providing AVEVA with reasonable facilities, timely access to appropriate data and information, timely decisions and approvals and appropriately skilled Customer personnel. AVEVA will not be liable for any failure to perform Support Services under the Agreement to the extent that the failure is caused by Customer's lack of cooperation. AVEVA may rely upon the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation or verification.
- 14.2 **Malicious Code.** Customer (i) will use commercially reasonable efforts to ensure that Customer's computer systems and information technology environment are free of viruses, adware, spyware, malware, rootkits, keyloggers, time or logic bombs, trojan horses, worms, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such system ("Malicious Code") and (ii) will not transmit any Malicious Code to AVEVA during any electronic interconnection by any means. If Malicious Code is transmitted by or through Customer to AVEVA, then Customer will indemnify, defend, and hold harmless AVEVA and its Affiliates against all resulting costs, damages, liabilities, and expenses.
15. **BENCHMARKS.**
Customer will not disclose the results of any benchmark tests on the Software run by Customer outside of Customer's organization without the prior written consent of AVEVA.

IN WITNESS WHEREOF, AVEVA and Customer, each through its duly authorized representative, hereby agree to the terms and conditions of this Software and Support Addendum.

AVEVA:

**AVEVA Information Technology India
Private Limited**

By: 
7DFAD9DB314D437...

(Signature)

Budhisagar Shukla

Title: Director

Date: 22 August 2020

Customer:

Yeshwantrao Chavan College of Engineering

By: 

(Signature)

Dr. U. P. Waghe

Title: Principal

Date: 14/03/2020

PRINCIPAL
Yeshwantrao Chavan
College of Engineering
Wanadongri, Hingna Ro
NAGPUR - 441 110



SOFTWARE SCHEDULE

This Software Schedule (the "Software Schedule") supplements and is incorporated into and made a part of that certain Transaction Document, by and between AVEVA and Customer, in which this Software Schedule is referenced.

1. **APPLICABILITY.**
 - 1.1 This Software Schedule governs the use of the Software licensed or purchased by Customer as specified in the Transaction Document.
 - 1.2 Any terms in this Software Schedule apply solely to the Software listed above and prevail over any conflicting terms in the GTCs.
 - 1.3 The Software Products can be ordered individually or collectively on a Transaction Document, and each Software Product is subject to the terms of the Transaction Document in which the Software Schedule is referenced.
2. **ADDITIONAL DEFINITIONS.** The following capitalized terms used in this Software Schedule shall have the respective meanings specified below:
 - 2.1 "Day" means a 24-hour period of time commencing at 00:00 (12:00 a.m.) and continuing until 23:59 (11:59 p.m.) in the time zone where the Designated Server hosting the relevant Software resides, or the remaining portion of such period when a License Key that is measured in whole or in part in a number of Days is effective for use on the day it is generated and generation occurs at a time other than 12:00 a.m.
 - 2.2 "Designated Server" means the server identified as the "Designated Server" in the applicable Transaction Document.
 - 2.3 "Documentation" means any documentation provided by AVEVA for the Software, in machine readable form, including, but not limited to, the technical documentation, program specification and operations manual, as applicable.
 - 2.4 "License Key" means an alpha-numerical code required to activate the Software.
 - 2.5 "License Period" means, in relation to any Software, the period for which Customer is permitted to Use the Software, as specified by AVEVA (including as may be set forth in a Transaction Document).
 - 2.6 "Month" means a period of time commencing at 00:00 (12:00 a.m.) on the first day of a calendar month and terminating at 23:59 (11:59 p.m.) on the final day of the same calendar month, based on the local time zone where the Designated Server hosting the relevant Software resides.
 - 2.7 "Notice File" means the notice file within (or included with) the Software.
 - 2.8 "Token" (i) for purposes of the CALM model, means a notional unit that provides access to the Software when redeemed through creation of a License Key and (ii) for purposes of the Usage Based Licensing Model, means the virtual Tokens purchased by Customer which may be redeemed to create a License File allowing access and Use of the Software for the Token Access Period.
 - 2.9 "Token Access Period" for purposes of the Usage Based Licensing Model, means the period of twelve hours during which a User may access multiple instances of each listed Software product from one workstation. The User may log in and out of the Software product at-will for the entire Token Access Period. Each Token Access Period requires redemption of the number of Tokens shown for each Software product in the Token Weighting Table. If Customer desires the Software to be used by multiple Users, it must purchase a Token Access Period for each User.
 - 2.10 "Token Weighting Table" means the "Token Weighting Table" included in the applicable Transaction Document.
 - 2.11 "Top-Up Tokens" means additional Tokens purchased at any time other than on an anniversary of the Transaction Document.
 - 2.12 "User" means a single user running one or more instances of a licensed Software product from a single workstation.
 - 2.13 "Website" for purposes of the CALM model, means the website operated by AVEVA at calm.aveva.com which allows Customer to view the number of unused Tokens available for redemption and to manage and create its CALM-generated License Keys.
3. **ADDITIONAL REQUIREMENTS AND RESTRICTIONS.**
 - 3.1 **Designated Systems.** Customer must operate the Software on computers operating under the Microsoft Windows environment with hardware configuration and systems software compatible with the current release of the Software.
 - 3.2 **Notice File.** Customer agrees to comply with the terms and conditions contained in any Notice Files.
 - 3.3 **Product Sales Codes.** Customer acknowledges and agrees that AVEVA may vary, amend, modify, or delete any product sales codes assigned to the Software for identification and/or inventory purposes.
 - 3.4 **Additional Restrictions.** Customer shall not transfer the Software to another location or to other equipment without AVEVA's prior written consent.
 - 3.5 **Industry and Categorical Restrictions.** Customer shall not use the Software in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices unless Customer has provided full details of such proposed use to AVEVA and has received prior written approval for such use from AVEVA. In addition to Customer's indemnification obligations set forth in **Section 9.3 (Indemnification by Customer)** of the GTCs, if Customer does not provide such details and receive such prior written approval, then Customer will indemnify, defend, and hold harmless AVEVA and its Affiliates for any claims or liability that results from or is related to Customer's use of the Software in such areas.
4. **LICENSE MODEL SPECIFIC PROVISIONS.**

If any of the below license models are specified as applicable to the Software in the Transaction Document, then the terms and conditions set forth below relating to such license model shall also apply to the Software:

 - 4.1 **Initial/Annual.** If Customer licenses the Software on an "Initial/Annual" basis, then the license will be on a per User basis for the Product Term and Customer will be required to pay an initial license fee and term license fee(s), each as set forth in the applicable Transaction Document.
 - 4.2 **Rental.** If Customer licenses the Software on a "Rental" basis, then the license will be on a per User basis for the Product Term and Customer will be required to pay the license fees during the Product Term as set forth in the applicable Transaction Document. For clarity, the "Rental" model involves a license for a specified number of months without automatic renewal.
 - 4.3 **Client Activated License Management Model (CALM).**
 - (a) **Website Access.** Within a reasonable period following execution of the Transaction Document, AVEVA will provide Customer with access to the Website, which shall be configured with the number of Tokens set forth in the Transaction Document. Customer may redeem the Tokens to create a License Key enabling Use of the licensed Software for a given period of time at the exchange rate established for the Software product in the Agreement.
 - (b) **Assigned Token Value.** The assigned Token value represents the use of the Software product by a single User for a certain period of time. This period of time is called the "License Access Unit" ("LAU"), which may occur as a Day or a Month, or a combination of Days and Months as determined to be most efficient based on the data Customer provides on the Website. When creating a License Key for Software for a given period, AVEVA combines LAUs in the most cost-effective manner. The Token cost for any product is calculated as follows: Number of Tokens per License Access Unit for the relevant Software, as specified in the Transaction Document x Number of such License Access Units within the relevant License Period as specified by customer or calculated in accordance with this Section x number of "Simultaneous Users" as specified by Customer.
 - (c) **Registration of Users.** Customer will register its "Designated Users" at AVEVA's website and these Designated Users will be authorized to call off Tokens.
 - (d) **Client Activated License Management System.** The below terms and conditions apply to AVEVA's provision of the Client Activated License Management System: (i) A valid License Key is necessary in order to use the Software. Customer is responsible for generating all required License Keys by redeeming Tokens via the Website; (ii) Customer must notify AVEVA of the details of all required servers. The Customer will not be able to generate a License Key in relation to a particular server until AVEVA has received and entered the relevant details on the Website; (iii) Customer may redeem Tokens against any Software product. When generating License Keys, Customer must specify the following information: (a) the required server; (b) the relevant Software; (c) the required License Access Units or the effective and end dates if choosing to enter dates; (d) the required quantity of consecutive License Access Units or the required end date of the License Period (which shall not be a date after the expiration of the Transaction Document) for the relevant License Period, as appropriate; and (e) the required number of "Simultaneous Users." (iv) Customer will be provided with a License Key only following: (a) correct entry of all necessary information; and (b) deduction from Customer's total Tokens of the appropriate number of Tokens calculated in accordance with the Agreement. Customer will not be provided with a License Key for the Software if it has insufficient Tokens; (v) If any amounts are due and payable pursuant to the Agreement, Customer will not be entitled to generate License Keys for a License Period extending beyond a period of sixty (60) days from the relevant due date for such payment until such time as the relevant payment is received in full by AVEVA; (vi) Customer may not generate a License Key with a Month LAU within the final month of the term of the Transaction Document. (vii) Each License Key will expire at midnight on the last day of the relevant License Period and Customer will not be able to use the Software thereafter unless a further appropriate License Key is generated; (viii) Unless otherwise agreed, Customer will not be entitled to any refund of Tokens in the event that Customer has generated a License Key in error; (ix) AVEVA shall use commercially reasonable efforts to ensure that the Website is available for use by Customer to generate License Keys and that Customer receives generated License Keys by email. However, Customer acknowledges and agrees that AVEVA cannot guarantee that the Website will be available at all times or that Customer will receive all emails containing License Keys; (x) If Customer continues to hold Tokens on the date of termination or expiration of the applicable Transaction Document, such Tokens shall expire and Customer will not be entitled to redeem the Tokens against any Software or to receive any refund of fees or any credit against any fees in relation to such unused Tokens.
 - 4.4 **Usage Based Licensing Model (UBL).**
 - (a) **Purchase and Use of Tokens**
 - (i) Under the Usage Based Licensing Model, Customer purchases Tokens that may be exchanged for use of the Software for the duration of a Token Access Period. The exchange rate will be set forth in the "Token Weighting Table" set forth in the Transaction Document.
 - (ii) Customer shall purchase Tokens on the date of the Transaction Document and on each anniversary thereafter. Except in relation to any 'carry-over' agreement recorded in writing, Customer's right to use such Tokens will expire on the anniversary following the purchased date of the Tokens.
 - (iii) If Customer purchases Top-up Tokens, such Top-up Tokens may be purchased at the Fee per Top-up Token established in the Transaction Document. Except on advance written agreement with AVEVA, Top-up Tokens will expire on the anniversary of the Transaction Document immediately following the purchase date.
 - (iv) Where the Customer's use of the Software exhausts and exceeds its available Tokens, AVEVA may charge at its standard rates for the extra use.
 - (b) **Recording Use of Tokens**
 - (i) Each Software product contains a "Usage Log" to record and transmit data to AVEVA about Customer's use of the Software to enable AVEVA to calculate Customer's Token expenditure. Customer acknowledges and consents to the use of the Usage Log, and Customer shall not take any action to interrupt the functioning of the Usage Log.
 - (ii) In the event the functionality of the Usage Log is interrupted, Customer will allow AVEVA immediate access to the Software in order to restore the functionality of the Usage Log, and Customer will comply with any reasonable request from AVEVA to allow AVEVA to monitor Customer's usage during the period the Usage Log was not properly functioning, including without limitation, manual reporting of usage and/or manually transmitting the Usage Log to AVEVA. A breach of Section 4.4(b)(i) or this Section 4.4(b)(ii) shall be deemed to be a material breach of the Agreement and AVEVA shall have the right to immediately terminate the Agreement without providing Customer with any opportunity to cure such breach.
 - (iii) In the event that Customer does not send AVEVA a copy of Usage Log, or if the Usage Log is or appears to be corrupt, AVEVA reserves the right to estimate

(iv) the number of Tokens used by Customer taking into account Customer's Token commitment and usage to date. The Parties acknowledge that the data transmitted by the Usage Log may include personal data relating to Customer's employees. Prior to such data being transmitted, Customer shall anonymize it so that any personal data

included in the transmitted data is anonymized. Customer hereby indemnifies and will keep indemnified AVEVA against any damages that are awarded to be paid to any such third party in respect of a claim and any losses, costs and expenses resulting from Customer's breach of this Section 4.4(b)(iv).

Date: 22nd May 2018

To,
Yeshwantrao Chavan College of Engineering, Nagpur,
Hingna Road, Wanadongri,
Nagpur- 441110

Kind Attn: Mr. S. P Untawale

Subject: Proposal for AVEVA's Engineering Design Software

Dear Sir,

Greetings from AVEVA!

We appreciate your interest to have AVEVA – Centre of Excellence at your esteemed institute. AVEVA – Centre of Excellence will add value to your engineering department making your students get an edge over others. As part of AVEVA Educational Program, you will be availing this software at a 99% grant by AVEVA. Your institute needs to invest only 1% which will go towards faculty training & support. With this, we are pleased to submit our proposal of AVEVA Solution for Educational purpose.

AVEVA Background:

- AVEVA is world's leading global provider of engineering, design and information management software solutions.
 - Spun out of Cambridge, UK in 1967.
 - We have 80 offices in 40 countries.
 - In India, we have our office in Hyderabad, Mumbai & Delhi.
 - 4400+ employees with 16000+ customers globally.
 - Proud winner of the Frost and Sullivan 2015 Global Engineering Information Management Solutions Competitive Strategy Innovation and Leadership Award.
- www.aveva.com

AVEVA's Global Customer Highlights:

- 100% of top 10 energy companies are AVEVA customers
- AVEVA supports 60% of the largest Oil & Gas companies
- 90% of top 20 global shipyards are AVEVA customers

About AVEVA's Education initiative

AVEVA believes that good teachers need good facilities. Mastering engineering skills offers rewarding career opportunities; while teaching them, sows the seeds of tomorrow's economic and cultural development. AVEVA offers grants to technical education institutions. This partnership benefits the institutions, their students, employers, and the global economy.

As part of our initiative, we would be offering you the same industry software at 1% of the industry price. We would also impart the required training for this software and handholding to ensure the best support services always.

AVEVA's offering to YCCOE:

- Training for one batch of faculty members at AVEVA Mumbai office / Skype whichever is agreed by the customer. The date of trainings will be mutually agreed between AVEVA & Institute.
- Every year refresher training at AVEVA Mumbai office for the faculties. Training dates will be published on AVEVA website & slots will be available on first come basis.
- One-day seminar on recent industry trends for students & faculties at institute.
- Internship at AVEVA Mumbai / Hyderabad office. Number of students selected for internship will be decided by AVEVA.
- College to be nominated for AVEVA Placement drive. College will also be recommended to industry customers for placements.
- Support login for updates and upgrades and troubleshooting.
- Mention of institute name on AVEVA website
- Institute – AVEVA association will be publicised in the form of case studies, articles in our magazine etc.
- Invite to faculties/TPO to AVEVA Industry events for industry connect & networking

Benefits to Students by AVEVA Solution:

- Exposure to industry software
- Better understanding of engineering concepts
- Industry ready knowledge
- Making candidates trained to use the tools that employers use
- Improved prospects of better quality placements
- Help candidates make the right career choice

In addition to this, we would like to inform you that having trained on our software solution which has immense presence in the market, will make students and your university to stand out among the mass and get absorbed in the industry.

Why YCCOE needs AVEVA Solution?

- Making candidates market ready
- Making transition from old to intelligent technology
- Gaining competent industry exposure & practical skills
- Upgrading engineering knowledge with latest industry trends
- Improved university ranking
- May help in better University Accreditation

We believe that together we can provide a professional experience to your students & be at par with the industry.

As discussed, we are attaching our commercial proposal for AVEVA Solutions for education usage.

We trust the proposal is in line with our discussion. In case you need any further information, please feel free to contact us.

Thank you.

Best regards,
For **AVEVA Information technology India Pvt. Limited**



Amit Joshi
Sales Manager – EPC & Marine



AVEVA Information Technology
India Private Limited
202, Supreme Business Park
Hiranandani Gardens, Powai, Mumbai - 400076
Tel : +91-22-67103212
Fax : +91-22-67103257

Quotation & Acceptance Confirmation

Quotation Reference: IND/YCCOE/PDMS/22052018
Quotation Revision: 0
Quotation Validity: 15 days

Date: 22-May-18

College: **Yeshwantrao Chavan College of Engineering, Nagpur**

Contact / Dept: Mechanical Engineering
Name: Mr. S.P Untawale
Tel: 8806226666

For Educational Purpose - For 10 Licenses

A. License Fees

Product	O/S	Fee Type	Unit cost	Simultaneous Users	Total Fees
AVEVA PDMS - For Education & classroom Training	Intel/Win	First Year	35,00,000.00	10	INR 3,50,00,000
AVEVA P&ID- For Education & classroom Training	Intel/Win	First Year	13,00,000.00	10	INR 1,30,00,000
Total Fee					INR 4,80,00,000
Educational Discounted Product Fee (1% of Total Fee) Total					INR 4,80,000
AVEVA Academic Grant to YCCOE					INR 4,75,20,000

B. Annual Fee

Product	O/S	Fee Type	Unit cost	Simultaneous Users	Total Fees
AVEVA PDMS - For Education & classroom Training	Intel/Win	Annual	7,00,000.00	10	INR 70,00,000
AVEVA P&ID - For Education & classroom Training	Intel/Win	Annual	2,60,000.00	10	INR 26,00,000
Total Annual Fee					INR 96,00,000
Educational Discounted Annual Fee					INR 96,000

Note: This license is only for educational training and it should not be used for corporate trainings/consultancies.

Pre-requisite:	Autocad software is a pre-requisite for AVEVA P&ID and needs to be arranged by the college. Computer/System Requirements compatible to run AVEVA softwares.
Training:	Training of one batch of faculty members on the software will be provided in AVEVA Mumbai office or on Skype.
Confidentiality:	This price is strictly confidential and not to be disclosed to any party.
Charges :	All charges stated in this Quotation are exclusive of taxes, import duties and any applicable withholding tax. Charges stated herein shall represent Net Remittance to AVEVA without any deductions. In addition to Total Fees, Customer shall pay applicable taxes, including Goods and Services Tax (GST) and other taxes which may be levied by Central and State Government with respect to software supplied by AVEVA pursuant to this Agreement. Customer shall be responsible for and comply with GST. For the purpose of this clause, GST shall mean applicable Central Goods and Service Tax (CGST), State Goods and Service Tax (SGST), Union Territory Goods and Service Tax (UTGST), and Integrated Goods and Service Tax (IGST) as may be leviable. Central Goods and Service Tax (CGST) – 9% State Goods and Service Tax (SGST) – 9% Integrated Goods and Service Tax (IGST) – 18% Union Territory Goods and Service Tax (UTGST) – 18%
Payment Terms:	CPT (INCOTERMS 2000) License Fees to be paid 100% at the time of signing of contract. Annual Fees are mandatory and are due upon anniversary of installation and every subsequent anniversaries. Payment due on receipt of invoice by Cheque/draft.
Delivery Terms:	3 weeks from the date of PO or signing of the license agreement whichever is later.
Licensing Terms:	Prior to the format execution of the Product License, this Quotation shall constitute a valid and binding contract between the parties. Please refer to the terms in the Product License as attached.

Proposed on Behalf of
AVEVA Information Technology
India Private Limited

Accepted on Behalf of
Yeshwantrao Chavan College of Engineering, Nagpur

Signed _____

Signed _____

Name :Amit Joshi _____

Name : **Dr. U. p. Waghe** _____

Title: Sales Manager - EPC & Marine _____

Title: **Principal**
Yeshwantrao Chavan
College of Engineering
Wanadongri Hingna Road,
NAGPUR-441110



ORIGINAL



CA-IND388

AVEVA COMMERCIAL AGREEMENT

This agreement sets out the commercial terms and conditions agreed between AVEVA and the Customer for the supply of Software.

Effective Start Date	9 July 2018
End Date	31 July 2023
AVEVA Company	AVEVA INFORMATION TECHNOLOGY INDIA PRIVATE LIMITED ("AVEVA")
Company Registration Number	U72900MH2001PTC167661
Goods and Service Taxpayer Identification Number	27AADCA0847M1ZJ
Registered Address	Unit No. 202, A Wing, Supreme Business Park, Supreme City, Powai, Mumbai 400 076, India
Telephone Number	+91 22 6736 8400
AVEVA Principal Contact	Amit Joshi
AVEVA Principal Contact Address (if different from Registered Address)	-
AVEVA Principal Contact Telephone Number	+91 22 6736 8400
AVEVA Principal Contact Email	amit.joshi@aveva.com
AVEVA Marketing Contact	David Toh
AVEVA Marketing Contact Email	David.Toh@aveva.com
Customer	YESHWANTRAO CHAVAN COLLEGE OF ENGINEERING
Company Registration Number	-
Goods and Service Taxpayer Identification Number	-
Registered Address	Hingna Road, Wanadongri, Nagpur - 441110
Telephone Number	+91 07104 - 237919
Customer Principal Contact	Dr. S. S. Khedkar
Customer Principal Contact Address (if different from Registered Address)	-
Customer Principal Contact Telephone Number	+91 09764996477
Customer Principal Contact Email	sskhedkar@ycce.edu
Customer Marketing Contact	Dr. S. S. Khedkar; Dr. S.P. Untwale
Customer Marketing Contact Email	sskhedkar@ycce.edu
Either party may change the Principal Contact upon written notification to the other party.	



AVEVA COMMERCIAL AGREEMENT

Initial/Annual Model

Software	AVEVA Plant – For Educational Use Only		
	Product Code	Product Name	Number of Simultaneous Users
	V01FN240	AVEVA PDMS™	Ten (10)
	V02FN001	AVEVA P&ID™ (See Note Below)	Ten (10)
<p>Together with the necessary Documentation to install and use the Software.</p> <p>Note:</p> <p>One (1) simultaneous user of AVEVA Integration Services per each licence server will be provided to Customer for Use in conjunction with AVEVA P&ID™ licensed under this Agreement for as long as Customer is paying Annual Fee continuously every year for AVEVA P&ID™ stipulated in this Agreement.</p>			
Location of Server	<p>Yeshwantrao Chavan College of Engineering Server Room, Central Computer center Hingna Road, Wanadongri, Nagpur – 441110</p> <p>Customer's principal contact at Location: Dr. S. S. Khedkar.</p> <p>Customer will provide AVEVA with unique identification attributes of the server.</p>		
Location of Users	<p>Same as Location of Server.</p> <p>The Use of the Software is restricted to the Use by Customer's employees, lecturers, qualified trainers and its internal students.</p>		
<p>Software Licence Fees</p> <p>Initial Fees: Means the fee paid by Customer upon signature of this Agreement for the initial right to Use the Software.</p> <p>Annual Fees: means the annual fee paid by Customer upon product installation and each anniversary thereafter in consideration for which, AVEVA will grant Customer a continued right to Use the Software for successive periods of twelve (12) months.</p>	<p>First Year Fees</p> <p>First Year Fees comprises of the Initial Fees and the Annual Fees for the first year for the Software listed above is INR 4,80,000 due and payable upon signing of this Agreement.</p> <p>Annual Fees</p> <p>Annual Fees for the Software listed above is INR 96,000 per year. Annual Fees for the 2nd year is due and payable upon twelve (12) months from product installation. Thereafter, Annual Fees for each subsequent year is due and payable on each subsequent anniversary of product installation until the End Date.</p>		



AVEVA COMMERCIAL AGREEMENT

Initial/Annual Model (continues)

<p>In addition to Software Licence Fees, Customer shall pay applicable taxes, including Goods and Services Tax (GST) and other taxes which may be levied by Central and State Government with respect to software supplied by AVEVA pursuant to this Agreement. Customer shall be responsible for and comply with GST. For the purpose of this clause, GST shall mean applicable Central Goods and Service Tax (CGST), State Goods and Service Tax (SGST), Union Territory Goods and Service Tax (UTGST), and Integrated Goods and Service Tax (IGST) as may be leviable.</p>	
Purpose of Use	<p>Teaching materials for educational purpose only.</p> <p>Notwithstanding anything to the contrary herein contained, in the event Customer uses or allow to use or subject to be used, directly or indirectly, the Software or any part thereof, for any purpose other than as specified herein and/or that the Software is used by any person other than the Users, without prejudice to AVEVA's right to claim against Customer any damages or losses suffered by AVEVA, AVEVA shall be entitled, at AVEVA's option, to terminate this Agreement summarily by notice in writing to Customer upon which Clause 9.3 of EULA shall apply, and to impose Software Licence Fees at no lesser than the latest software price list, in which event Customer shall forthwith pay the said Software Licence Fees as may be notified in writing by AVEVA.</p>
Support and Maintenance	<p>Details of the support and maintenance included free of any additional charge can be found on the AVEVA website – www.aveva.com/policies. Further support and maintenance will be charged for under a separate agreement.</p>
Payment Term	<p>Customer must pay First Year Fees upon signing of this Agreement.</p> <p>Customer must pay Annual Fees within thirty (30) days from the date of AVEVA's invoice.</p>
Interest	<p>AVEVA may charge interest on overdue amounts at a rate of 10% per annum.</p>
Increase in Software Licence Fees	<p>AVEVA may review and increase the Fees, provided that such charges cannot be increased more than once in any twelve month period and that the amount of any increase is not more than the increase in the CPI index from the Ministry of Labour as published by the Government of India. AVEVA shall give the Customer written notice of any such increase three months before the proposed date of that increase.</p>



AVEVA COMMERCIAL AGREEMENT

1) The parties hereby agree that:

(a) the Customer's use of the Software shall be governed by the terms of the End User Licence Agreement ("EULA") in the form that can be found at www.aveva.com/policies/eula/en and available on request from AVEVA.

(b) the Customer shall comply with AVEVA's Ethical Trading policy which can be accessed via the AVEVA website www.aveva.com/policies/ethical/en.

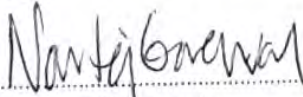
2) This Agreement (including reference to the appendices, information contained in a URL or referenced policy), together with the EULA is the complete agreement for the Software and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding the Software. It is expressly agreed that the terms of this Agreement and of the EULA shall supersede the terms of any purchase order or other non AVEVA ordering document and no terms included in any such purchase order or other non AVEVA ordering document shall apply to the Software ordered.

3) No variation to the terms of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

4) 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 in Mumbai in accordance with the Indian Arbitration and Conciliation Act 1996 and amendments thereof for time being in force, which rules are deemed to be incorporated by reference in this clause. The arbitration tribunal shall consist of three arbitrators. The language of the arbitration shall be English. The governing law of this Agreement shall be the substantive law of India. Nothing in this clause will preclude a party's recourse to a court of competent jurisdiction to: (a) enforce the terms of, or an arbitration award under, this clause; or (b) seek temporary equitable relief necessary to protect its interests.


5) AVEVA and its Affiliates shall be entitled to state in the public domain that the Customer is a customer of AVEVA's. With Customers prior written consent AVEVA may issue a press release or other public statement regarding this Agreement. AVEVA and the Customer shall work together to agree any press statement. Unless notified otherwise, all marketing enquiries shall be sent to marketing contact details on the first page of this Agreement.

AVEVA


.....
(Authorised Signature)

Name Navtej Garewal
Position Executive Vice President,
Head of India
Date 30/07/2018

Customer


.....
(Authorised Signature)

Name DR. U.P. WAGHE
Position PRINCIPAL
Yeshwantrao Chavan
College of Engineering
Wanadongri, Hingna Ro
Date NAGPUR - 441 110
20/07/2018



AVEVA COMMERCIAL AGREEMENT

APPENDIX 1 – SUPPORT REQUIREMENTS

The AVEVA Support Offices to which Supported Location(s) will access support are detailed below. Support from each AVEVA Support Office is available during normal office working hours for that region.

First Point of Contact: AVEVA INFORMATION TECHNOLOGY INDIA PRIVATE LIMITED Unit No. 202, A Wing, Supreme Business Park, Supreme City, Powai, Mumbai 400 076, INDIA Telephone: +91 22 6736 8400 Facsimile: +91 22 6736 8450 Email: support.india.plant@aveva.com Hours of Operation: 9.00am – 6.00pm local	Second Point of Contact: AVEVA SOLUTIONS LIMITED High Cross, Madingley Road, Cambridge, CB3 0HB, UNITED KINGDOM Telephone: +44 1223 556655 Facsimile: +44 1223 556666 Hours of Operation: 9.00am – 6.00pm local
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Customer Responsibilities

For details of the customer responsibilities and the roles of the customer appointed people at the supported location(s) please see the AVEVA Standard Support Service Policy (see www.aveva.com/policies).

Customer Nominated Contacts

Function	Name	Telephone	e-mail
Main CAD Contact	Dr. S. S. Khedkar	9552555061	sskhedkar@yccc.edu
Deputy CAD Contact	Alok R. Narkhede	9890598647	alok.narkhede@gmail.com
Main IT Contact	Prof. Manish Hadap	9158888949	sysanlyst@yccc.edu
Deputy IT Contact	Mr. Kishan Patil	8806666364	qsysadmin@yccc.edu
1 st site <product> Contact			
1 st site <product> Contact			
2 nd site <product> Contact			
2 nd site <product> Contact			

If more contacts are needed this table will be extended, but limited to 10 persons.

