



0/C

**Deccan Education Society's  
Brihan Maharashtra College of Commerce, Pune-4.**

**CASH / BANK**

Voucher No. :

Chq. No. : Dt.:

Bank / A/c No. :

Date :

Account Head \_\_\_\_\_

Particulars	Amount (Rs.)	Ps.
Amount paid to		
Pearson India Education Services	162830	00
Pvt Ltd., towards		
Bill No. 11106921 Dt. 27/3/2019		
Purchase of E-Books (Total 29)		
for library.		
	162830	00

**RECEIVED** from the Principal, Brihan Maharashtra College of Commerce, Pune-4.

Rupees (in words): One lak sixty two thousand eight hundred

As Specified above

Passed for Payment

*9/2/2019*  
**Dr. S. V. Waghmare**  
Prof In-charge - LIBRARY  
B. M. College of Commerce  
Pune - 411 004.

Principal / Vice-Principal

Dept. Incharge

Signature of the Receiver

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

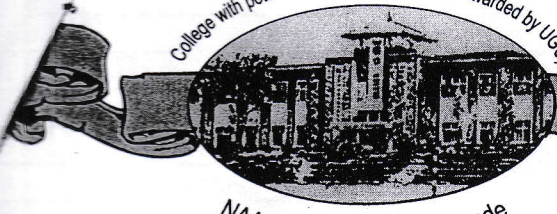
Registrar / Office Superintendent / Accountant

Life Member Accountant

College with potential for Excellence (Status Awarded by UGC)



Deccan Education Society's



NAAC Re-accredited 'A' Grade

# BRIHAN MAHARASHTRA COLLEGE OF COMMERCE

845, Shivajinagar, Pune 411004. Maharashtra - India.

Autonomous College Affiliated to Savitribai Phule Pune University -

Senior College (I.D.No. Pu/Pn/C/010[1943]) - Junior College No. 11-11-007

754/2018-19

## PURCHASE ORDER

Pearson India Education Services Pvt Ltd World Trade Tower, 15th Floor, Plot No: C - 01, Sector - 16, Noida - 201301, UP.		PO#: Payment Terms: 31 days from order date Date: 22 March 2019	
Item No.	Name of Collections	No. of Titles	Perpetual Access Price in INR
1	e Library custom collection List enclosed in annex.	29	172306
Special Discount @ 10%			17230
Discounted Price			155076
GST @5 %			7754
Grand Total			162830

### Terms and Condition

1. Payment after satisfactory delivery, activation and reports.
2. Provide training to faculties and students.
3. Other terms and conditions as per the quotation.

Thanking you,

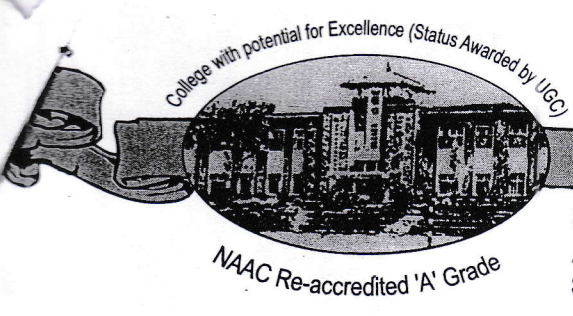
*Received  
Siddhesh Pawar  
22/03/19*

*[Signature]*  
**Dr. C.N.Rawal**  
**PRINCIPAL**  
 B M. College of Commerce  
 Pune - 411 004.  
*[Signature]*



## List of Books

Sl. No	Display_Title	Authors	Price for Life time edition
1	Intercultural Business Communication	Chaney;Martin	3,300
2	Secrets Of Success In Selling:12 Ways To Achieve Exceptional P	Cook	9,999
3	Services Shift, The: Seizing the Ultimate Offshore Opportunity	Kennedy	14,999
4	Ethics and Governance	Sawshilya	1,350
5	CRM Handbook, The: A Business Guide to Customer Relations	Dyché	3,900
6	Social Media Marketing: Strategies for Engaging in Facebook,	Evans	4,200
7	Marketing for Tourism	Holloway	9,999
8	Services Marketing: Text and Cases	Verma	3,774
9	Foodservice Operations: A Managerial and Systems Approach	Gregoire	14,999
10	Understanding Cross-Cultural Management	Browaey	4,200
11	Hospitality Management and Organisational Behaviour	Mullins	5,100
12	Understanding .NET	Chappell	4,999
13	Succeeding with Agile: Software Development Using Scrum	Cohn	4,200
14	Agile Testing: A Practical Guide for Testers and Agile Teams	Crispin	4,650
15	Secure Coding in C and C++	Seacord	3,750
16	Fundamentals of Game Design	Adams	3,900
17	JavaScript Pocket Guide, The	Burdette	4,999
18	Java EE 6 Tutorial: Basic Concepts, The	Jendrock et al.	4,999
19	Practical Guide to Linux Commands, Editors, and Shell Program	Sobell	4,999
20	The Practice of Computing Using Python, Global Edition	Punch, William F.; Enb	14,999
21	Programming in Python 3: A Complete Introduction to the Pyt	Summerfield	4,999
22	Software Test Engineering with IBM Rational Functional Tester	Davis et al.	4,999
23	Build a Website for Free	Bell	4,999
24	Web Video: Making It Great, Getting It Noticed	Bourne;Burstein	4,999
25	Handcrafted CSS: More Bulletproof Web Design	Cederholm;Marcotte	4,999
26	HTML Pocket Guide, The	Hyslop	4,999
27	Designing with Progressive Enhancement: Building the Web th	Parker et al.	4,999
28	PHP and MySQL® Web Development	Welling	4,999
29	Designing with Web Standards	Zeldman;Marcotte	4,999
			1,72,306



Deccan Education Society's

**BRIHAN MAHARASHTRA COLLEGE OF COMMERCE**

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*Received  
Siddhesh Jaiswal  
22/03/19*

*[Signature]*  
**Dr. C.N.Rawal**  
PRINCIPAL  
B M. College of Commerce  
Pune - 411 004.  
*[Signature]*





Pearson

Formerly Global Pvt Ltd  
 Second Floor, B-Block,  
 Indira Nagar, Sector 16,  
 Gurgaon, Haryana 122002  
 India  
 Phone: +91 180 4008880  
 Email: info@pearson.com  
 Website: www.pearson.co.in

GST INVOICE  
 GST 109AAACE49444129  
 State Code: 09

INVOICE TO: 203688 GST: UNREGISTERED

BRIHAN MAHARASHTRA COLLEGE  
 OF COMMERCE, 845, SHIVAJINAGAR  
 PUNE  
 MAHARASHTRA 411 004  
 MAHARASHTRA

Phone: 020 67656203  
 State Code: 27

SHIP TO: 203688 GST: UNREGISTERED

BRIHAN MAHARASHTRA COLLEGE  
 OF COMMERCE, 845, SHIVAJINAGAR  
 PUNE  
 MAHARASHTRA 411 004  
 MAHARASHTRA

Phone: 020 67656203  
 State Code: 27

SPECIAL INSTRUCTIONS:

PO:754/2018-19

INVOICE NO. 11106921  
 PROCESS NO. 02610631  
 PICK SLIP NO. 01792871  
 DATE 27/03/19  
 TO PAY IN 30 DAYS  
 FORWARDING ALREADY  
 AGENT DELIVERED  
 CARRIER / ALREADY  
 TRANSPORTER DELIVERED  
 PAGE 1 of 2

CUSTOMER REFERENCE	ISBN	TITLE & AUTHOR	HSN/SAC CODE	QTY	SUPP QTY	CUR	MRP	BILLING PRICE	DISC %	UNIT SUPP PRICE	TAXABLE VALUE INR	CGST RATE	CGST Amount	SGST RATE	SGST Amount	IGST RATE	IGST Amount	AMT PAYABLE INR
PO:754/2018-19	97812826568535	Agile Testing: A Practical Guide for Testers	009998431			INR	1625.00	4185.00		4185.00	4185.00					5.00	209.25	4394.25
PO:754/2018-19	97812826568533	Build a Website for Free	009998431			INR	7498.50	4499.10		4499.10	4499.10					5.00	224.96	4724.06
PO:754/2018-19	97812826568530	CRM Handbook, The: A Business Guide to Designing with Progressive Enhancement: Dycha	009998431			INR	9750.00	3510.00		3510.00	3510.00					5.00	175.50	3685.50
PO:754/2018-19	97812826780088	Designing with Progressive Enhancement: Parker et al.	009998431			INR	7498.50	4499.10		4499.10	4499.10					5.00	224.96	4724.06
PO:754/2018-19	9781282681101	Designing with Web Standards: Zeldman; Marcotte	009998431			INR	7498.50	4499.81		4499.81	4499.81					5.00	224.99	4724.80
PO:754/2018-19	9781295446687	Ethics and Governance: Sawshiba	009998431			INR	3375.00	1215.00		1215.00	1215.00					5.00	60.75	1275.75
PO:754/2018-19	9781295446687	Foodservice Operations: A Managerial and Gregeve	009998431			INR	22498.50	13499.10		13499.10	13499.10					5.00	674.96	14174.06
PO:754/2018-19	97812826568564	Fundamentals of Game Design: Adams	009998431			INR	9750.00	3510.00		3510.00	3510.00					5.00	175.50	3685.50
PO:754/2018-19	9781282678415	Handcrafted CSS: More Bulletproof Web Design: Cedarholm; Marcotte	009998431			INR	7498.50	4499.10		4499.10	4499.10					5.00	224.96	4724.06
PO:754/2018-19	9780273758419	Hospitality Management and Organizations: Mullins	009998431			INR	12750.00	4590.00		4590.00	4590.00					5.00	229.50	4819.50
PO:754/2018-19	97812826782866	HTML Pocket Guide, The: Hystor	009998431			INR	7498.50	4499.10		4499.10	4499.10					5.00	224.96	4724.06
PO:754/2018-19	97812826551258	Intercultural Business Communication: Chaney; Martin	009998431			INR	8250.00	2970.00		2970.00	2970.00					5.00	148.50	3118.50
PO:754/2018-19	9781282657285	Java EE 6 Tutorial: Basic Concepts, The: Jendrock et al.	009998431			INR	7498.50	4499.10		4499.10	4499.10					5.00	224.96	4724.06
PO:754/2018-19	97812826578293	JavaScript Pocket Guide, The: Bortelle	009998431			INR	7498.50	4499.10		4499.10	4499.10					5.00	224.96	4724.06
PO:754/2018-19	97812806011556	Marketing for Tourism: Holloway	009998431			INR	14998.50	8999.10		8999.10	8999.10					5.00	449.96	9449.06
PO:754/2018-19	9781282677330	Practical Guide to Linux Commands, Editio Sobel	009998431			INR	7498.50	4499.10		4499.10	4499.10					5.00	224.96	4724.06
PO:754/2018-19	9781282656753	Programming in Python 3: A Complete Intro: Summerfield	009998431			INR	7498.50	4499.10		4499.10	4499.10					5.00	224.96	4724.06
PO:754/2018-19	97812826569099	PHP and MySQL Web Development: Walling	009998431			INR	7498.50	4499.10		4499.10	4499.10					5.00	224.96	4724.06
PO:754/2018-19	97812826530201	Secrets Of Success In Selling:12 Ways To	009998431			INR	14998.50	8999.10		8999.10	8999.10					5.00	449.96	9449.06

Total Amount in INR

WH/ 4001 PEI WHS B/O CUTOFF D 26/12/19  
 PROOF OF DELIVERY: Signature

Cheques/DD Payable to : Pearson India Education Services Pvt. Ltd.  
 Beneficiary Name : Pearson India Education Services Pvt. Ltd.  
 Acc No:052-262847-001 IFSC Code:HSBC0110002 Swift Code:HSBCINBNDH

**TERMS AND CONDITIONS**

- All prices and specifications are subject to change without notice.
- All titles are sold subject to strict territorial restrictions and it is the responsibility of the purchaser to make onward sales with a similar condition being imposed on the subsequent purchaser.
- Any claims for shortages on goods received in damaged condition must be notified to our customer service department within 15 days of receipt of the goods, otherwise no claim will be considered.
- All orders will be invoiced at the price prevailing at the time of supply. Please note this will also apply in cases where the price of a title has been increased in the interim period between order and supply.
- Stock reserved for deferred supply will be held only for a maximum period of 30 days from date of order/committed pick up (and shall be invoiced thereafter).
- All disputes are subject to the jurisdiction of courts in New Delhi.

Reg. Office: 4th floor, Software Block, Enel Software City, TS 140 Block 2 & 9, Rajiv Gandhi Salar, Taramani, Chennai - 600 113

S.R. Salve  
 Assistant Librarian

B. M. College of Commerce  
 Pune - 411 004.

UGA/PHD

-CONTINUED





Pearson

Formerly **Vedanta Global Pvt Ltd**  
 Second Kilometer Store,  
 Reliance Power Project Road  
 Village Galand  
 Ghazalabad, Ulwar Pradesh 201313  
 Phone: +91 120 4306550  
 Email: infoindia@pearson.com  
 Website: www.pearson.co.in

PAN: E4944M  
 CIN: 027N2005PTC057128  
 GST: 09AABCE4944M129  
 State Code: 09

TAX INVOICE

INVOICE NO.	111106921
PROCESS NO.	02510631
PICK SLIP NO.	01792871
DATE	27/03/19
TO PAY IN	30 DAYS
FORWARDING AGENT	
CARRIER/TRANSPORTER	AD DELIVERED
PAGE	2 of 2

INVOICE TO: 203688 GST: UNREGISTERED

**BRIHAN MAHARASHTRA COLLEGE OF COMMERCE, 845, SHIVAJINAGAR PUNE**  
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SPECIAL INSTRUCTIONS: PO.754/2018-19

CUSTOMER REFERENCE	ISBN	TITLE & AUTHOR	HSN / SAC code	ORD QTY	SUPP QTY	CUR	MRP	BILLING PRICE	DISC %	UNIT SUPP PRICE	TAXABLE VALUE INR	CGST RATE	CGST Amount	SGST RATE	SGST Amount	IGST RATE	IGST Amount	AMT PAYABLE INR	
30:754/2018-19	1282530208	Cook	00998431			INR	9375.00	3375.00		3375.00	3375.00	18%	607.50	18%	607.50	5.00	168.75	3543.75	
30:754/2018-19	1282609952	Secure Coding in C and C++	00998431			INR	9000.00	3396.60		3396.60	3396.60	18%	611.37	18%	611.37	5.00	169.83	3566.43	
30:754/2018-19	1299446045	Services Marketing: Text and Cases	00998431			INR	22498.50	13499.10		13499.10	13499.10	18%	2429.84	18%	2429.84	5.00	674.56	14174.06	
30:754/2018-19	1292628533	Verma	00998431			INR	10500.00	3780.00		3780.00	3780.00	18%	680.40	18%	680.40	5.00	189.00	3969.00	
30:754/2018-19	1282652191	Services Shift, The: Seizing the Ultimate Kennedy	00998431			INR	7498.50	4499.10		4499.10	4499.10	18%	809.84	18%	809.84	5.00	224.96	4724.06	
30:754/2018-19	128267711X	Social Media Marketing: Strategies for E Evens	00998431			INR	10500.00	3780.00		3780.00	3780.00	18%	680.40	18%	680.40	5.00	189.00	3969.00	
30:754/2018-19	128267711X	Software Test Engineering with IBM Ratio Daves et al.	00998431			INR	10500.00	3780.00		3780.00	3780.00	18%	680.40	18%	680.40	5.00	189.00	3969.00	
30:754/2018-19	1282677133	Succeeding with Agile: Software Developm Coim	00998431			INR	4169.00	13499.10		13499.10	13499.10	18%	2429.84	18%	2429.84	5.00	674.56	14174.06	
30:754/2018-19	1292166681	The Practice of Computing Using Python, G Punch, William F., Ernoop, Richard	00998431			INR	7498.50	4499.10		4499.10	4499.10	18%	809.84	18%	809.84	5.00	224.96	4724.06	
30:754/2018-19	1292166681	Under standing .NET	00998431			INR	7498.50	4499.10		4499.10	4499.10	18%	809.84	18%	809.84	5.00	224.96	4724.06	
30:754/2018-19	1282629032	Chappell	00998431			INR	10500.00	3780.00		3780.00	3780.00	18%	680.40	18%	680.40	5.00	189.00	3969.00	
30:754/2018-19	1292166681	Understanding Cross-Cultural Management Browneys	00998431			INR	10500.00	3780.00		3780.00	3780.00	18%	680.40	18%	680.40	5.00	189.00	3969.00	
30:754/2018-19	1292016337	Web Video: Making It Great, Getting It N Bourne, Burslein	00998431			INR	7498.50	4499.10		4499.10	4499.10	18%	809.84	18%	809.84	5.00	224.96	4724.06	
30:754/2018-19	1282669362																		
<b>Total Amount in INR</b>											155076.11							7753.89	162830.00

UPPLY STATUS CODES

NP: NOT YET PUBLISHED  
 DP: OUT OF PRINT  
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 IN: IN PRINT  
 RE: NO RIGHT UNDER CONSIDERATION  
 WS: WITHDRAWN FROM SALE  
 TU: TEMPORARILY UNAVAILABLE

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WH: **PROOF OF DELIVERY:** **Signature**  
**of Pearson India Education Services Pvt. Ltd.**

Checkques/DD Payable to : Pearson India Education Services Pvt Ltd  
 Beneficiary Name : Pearson India Education Services Pvt. Ltd.  
 Acc No:052-262847-001 IFSC:000815500000000002 Swift Code:HSBCIN33NDH

reg. Office: 4th floor, Software Block, Elnel Software City, TS 140 Block 2 & 9, Rajiv Gandhi Salai, Taramani, Chennai - 600 113

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 Assistant Librarian  
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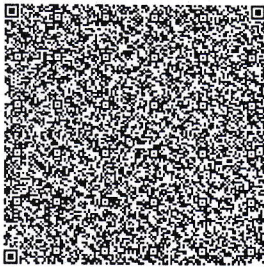
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

**Certificate No.** : IN-DL20391190045256Q  
**Certificate Issued Date** : 24-Dec-2018 03:40 PM  
**Account Reference** : IMPACC (IV)/ dl729603/ DELHI/ DL-DLH  
**Unique Doc. Reference** : SUBIN-DL72960345453896764962Q  
**Purchased by** : PEARSON INDIA EDUCATION SERVICES PVT LTD  
**Description of Document** : Article 5 General Agreement  
**Property Description** : Not Applicable  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : PEARSON INDIA EDUCATION SERVICES PVT LTD  
**Second Party** : Not Applicable  
**Stamp Duty Paid By** : PEARSON INDIA EDUCATION SERVICES PVT LTD  
**Stamp Duty Amount(Rs.)** : 100  
 (One Hundred only)



.....Please write or type below this line.....

#### SERVICE AGREEMENT

THIS Service Agreement ("Agreement") is executed at BMCC on 22 day of March, 2018 ("Execution Date") BY AND BETWEEN:

**Pearson India Education Services Pvt. Ltd.**, a company incorporated under the Companies Act, 1956 (CIN - U72200TN2005PTC057128), having its registered office at 4<sup>th</sup> Floor, Software Block, Elnet Software City, TS-140, Block 2 & 9, Rajiv Gandhi Salai, Taramani, Chennai- 600113 Tamil Nadu, India and corporate office at 15th floor, Tower B, 'World Trade Tower', Plot No. 1, Block C, Sector 16, Noida, UP represented by its authorized signatory I (hereinafter referred to as "First Party", which expression shall unless repugnant to the context shall mean and include their successors-in-interest and permitted assigns) of the ONE PART:

And

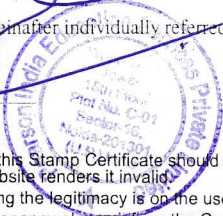
.....(hereinafter referred to as "Second Party", which expression shall unless repugnant to the context shall mean and include their successors-in-interest and permitted assigns) of the OTHER PART.

First Party and Second Party are hereinafter individually referred to as 'Party' and jointly referred to as 'Parties'

Page 1 of 6

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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S. R. Salve  
 S. R. Salve  
 Assistant Librarian  
 B. M. College of Commerce  
 Pune - 411 004.



**WHEREAS:**

- A. First Party is engaged in the business of developing, exporting, importing, consulting, advising in all or any of the activities of information technology, computer solutions, and computer based education, educational aids and providing solutions with digital content and required hardware components for K12 and higher education markets;
- B. Second Party is engaged in imparting quality education in the field of Engineering, Science and Technology etc.
- C. Second Party is willing to take non exclusive and non transferable right to use the Products of the First Party for the purposes of research, teaching and private study.
- D. Pursuant to discussions between the Parties in this regard, First Party has decided to grant the non-exclusive and non-transferable right to access the eBooks ("Product") as detailed in **Annexure I** via Secure Network, subject to the terms and conditions, which the Parties now wish to reduce into writing by executing this instant Agreement.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:**

**1. DEFINITIONS**

The terms listed below when used in this Agreement shall have the meanings attached to them. The terms listed below as used in this Agreement may be identified by the capitalization of the first letter of each principal word thereof.

- 1.1 **Agreement Term** shall mean perpetuity i.e. life time access of the edition (for all activated titles) commencing from the Execution Date of the Agreement as mentioned above.
- 1.2 **Authorized Users/End user** includes employees, faculty, staff, or students officially affiliated with the Second Party, and authorized on-site patrons of the Second Party's library facilities.
- 1.3 **Confidential Information** means and includes any information disclosed by one Party to the other that is written, graphic, machine readable or other tangible form irrespective of whether the same is marked "Confidential", "Proprietary" or in some other manner to indicate its confidential nature.  
"Confidential Information" may also include: (i) Proprietary Information and (ii) Intellectual Property provided by one Party to the other for performance of the obligations under this Agreement.  
Notwithstanding the foregoing, the term Confidential Information does not include information that is:
  - a) Known publicly at the time it was disclosed or becomes publicly known through no fault or action of the receiving Party or any Breach of any confidentiality obligation;
  - b) Known to the receiving Party, without restriction, at the time of disclosure, provided the receiving Party can demonstrate such prior knowledge with adequate evidence;
  - c) Independently developed by the receiving Party without any use of the Confidential Information and by the employees or other agents of the receiving Party who have not been exposed to the Confidential Information, provided that the receiving Party can demonstrate such independent development with adequate evidence;
  - d) Becomes known to the receiving Party, without restriction, from a source other than the disclosing Party without Breach by the receiving Party or otherwise in violation of the disclosing Party's rights;
  - e) Disclosed under operation of law, except that the receiving Party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.
- 1.4 **End User or Authorised User** means the students, schools, colleges, universities, any academic institutions or any career aspirant.
- 1.5 **Execution Date** means the date of execution of this Agreement as stipulated in the beginning of this Agreement.
- 1.6 **Intellectual Property** means all patents, copyrights, inventions, trade and service marks, brand names, software and any other intellectual properties owned by, used by, permitted to be used by the Second Party under the provision of the agreement.
- 1.7 **Product** here means e-books, digital products, e-learning materials etc. published/owned by First Party and/or its Parent/Subsidiary Company.
- 1.8 **Representative** means accountants, counsel, consultant's officers, and directors, employees, agents and other advisors and representatives or any other person, duly authorized by either of the Parties.
- 1.9 **Site** means any Department or library of the same campus of the Second Party. However, different campuses within the same city shall be considered as different site.

**2. SCOPE OF AGREEMENT:**

First Party hereby agrees to grant the Second Party a non-exclusive and non-transferable access/right to use the Product as listed in **Annexure I** via Secure Network for the purposes of research, teaching and private study. Right to use the Product shall be done in the manner as agreed under this Agreement by the Parties.

**3. OBLIGATIONS OF FIRST PARTY**

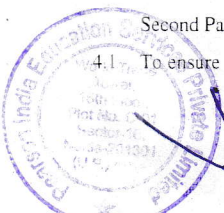
First Party shall be liable:

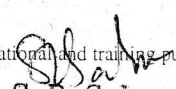
- 3.1 To grant the usage of the Product to the Second Party in the manner and time as agreed by the Parties under this Agreement.
- 3.2 To use reasonable endeavors to make the Product available to the Authorised Users of Second Party at all times and on 24/7 basis, save for routine maintenance (which shall be notified to the Second Party in advance, wherever possible), and to restore access to the Products as soon as possible in the event of an interruption.
- 3.3 At its own discretion, grant the right to use the Product to Second Party and Second Party shall use the Product as per the usage guideline/term mentioned under this Agreement.
- 3.4 To provide platform so that authorised end user of Second Party shall registered their credentials by creating username and password in the platform which shall authenticate it on registered IP of the First Party. Once the registration is done by the End User, access of Product vide platform can be done from any place within India as detailed in **Annexure II** of this Agreement. However, registered credentials shall be valid for a period of one year from the date of registration and end user will have to reauthenticate the credentials again after the expiry of 1 year for continuing access to the Product vide platform.
- 3.5 To provide Product for usage to Second party through upgraded Platform/mode of access (if any) during the term of the Agreement to the Second Party. It is explicitly understood and agreed between the Parties that the repository/list of titles/Products will not cover each and every topic of all subject for all the classes.

**4. OBLIGATIONS OF SECOND PARTY**

Second Party shall be liable:

- 4.1 To ensure that Authorized Users of Second Party. This right to use the Product by Second party is strictly for non-commercial, educational and training purpose.



  
**S. R. Salve**  
 Assistant Librarian  
 B. M. College of Commerce  
 Bangalore



Automated searching or downloading by use of scripted searches, robots, spiders, crawlers, or otherwise, is strictly prohibited and any unauthorized use of Product in any form may lead to revocation of the access by the First party including but not limited to imposition of costs/damages which may occur to First Party including but not limited to IP breach of First Party.

- 4.2 To ensure that end users shall not incorporate all or any part of the Product in Course Packs and Electronic Reserve collections without the prior written permission of the First Party.
- 4.3 To ensure that neither the end user nor the Second Party shall be authorized to remove or alter the content of the Product including but not limited to change of the authors' names or the First Party's copyright notices or other means of identification or disclaimers as appear in the Product, or systematically print or make electronic copies of multiple extracts of the Product, including complete issues, for any purpose and distribute any part of the Product in any manner whatsoever to any third person/user except those agreed by the Parties under this Agreement.
- 4.4 To ensure that the rights assigned under this agreement shall not be sub-assigned or transferred to any other third party without the First Party's prior written consent.
- 4.5 To grant access to First Party or its representatives into the Site/Premises of Second Party, upon prior written notice of 3 business days (immediately in case of emergency); to audit the use of the Product by the Second Party.
- 4.6 In addition, the Second Party, undertakes:
  - a) To use Product at the designated Site/Premises as per the terms and conditions of this Agreement.
  - b) To supervise and control the usage of Product in accordance with the terms of the Agreement.
  - c) Not to provide or otherwise make available Product in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any other person except those been authorized and agreed by the Parties under the Agreement without prior written consent from First Party.
  - d) To pay to First Party, the agreed fee and other charges as per the terms and conditions of this Agreement, otherwise.

## 5. CONSIDERATION:

- 5.1 Access will be given to Second Party on the 100% advance payment to be made in Indian rupees in favour of First Party which is agreed at Rs 162830 /- (Rupee 162830). The Parties hereby acknowledge and agree that all amounts payable under or in connection with this Agreement are exclusive of any Taxes, including without limitation, GST etc.
- 5.2 Payment can be made either through cheques, demand draft, online payment and other specific relied mode of payment other than cash as discussed between the Parties.
- 5.3 Rate of exchange, if the consideration been agreed in USD, shall be as per the prevailing rate on the date of payment to the First Party.

## 6. GRANT OF RIGHT TO USE THE PRODUCT:

- 6.1 Subject to the terms and conditions of this Agreement, First Party hereby grants to the Second Party during the Term, a non-exclusive, non-transferable and personal right to use Product at the designated Site only during the term of this Agreement. At the end of the Term or early termination of the Agreement, the grant of right to use the Product will expire automatically and with immediate effect. The terms and conditions of the right to use the Product shall be governed by the provisions as mentioned here under this Agreement.
- 6.2 The grant of right to use the Product by First Party to Second party is only for the internal and non-commercial use.
- 6.3 The Second Party acknowledges and accepts First Party's representation that First Party and/or its Affiliate/Subsidiary/Parent Company has the title and ownership of Product installed by it and agrees that this right to use the Product by Second party does not convey any proprietary interest / ownership in Product to the Second Party or the ultimate users/third party.
- 6.4 The Second Party shall not use the Product or any information obtained or derived from the Product or the Product Documentation Manuals for any other business /commercial gain by creating a computer program or through any other mode/means to compete with the Product.
- 6.5 Except as may be permitted by applicable law, authorized users shall not attempt to decompile, disassemble, alter, amend or reverse engineer the object code of Product in any manner.
- 6.6 The Second Party acknowledges that Product is a commercially valuable proprietary product of First Party and/or its Associate/Subsidiary/Parent Company and has involved expenditure of substantial amounts of money, which affords a commercial advantage over its competitors, and that loss of this competitive advantage due to unauthorized use or disclosure of the proprietary information would cause great injury or harm to First Party.
- 6.7 The grant of use the Product provided in this Agreement does not in any way imply that the Second Party has the right to receive, or that First Party has any obligation to provide, any technical or maintenance support for any other product procured by the Second Party for their purposes.

## 7. PERMISSION

Second Party shall also refrain from entering without the consent in writing of First Party into any kind of agreement with any of the competitors of First Party with respect to Product installed by First Party for any commercial, marketing or distribution or any other purpose which in the opinion of First Party is detrimental to its interests or conflicting with the terms of this Agreement, during the subsistence of this Agreement. Any violation of this undertaking will make Second Party liable for any kind of damages towards loss of any business, future profits whether direct or indirect, consequential or remote.

## 8. REPRESENTATION AND WARRANTIES BY THE PARTIES

It has been represented and warranted by the First Party and Second Party that:

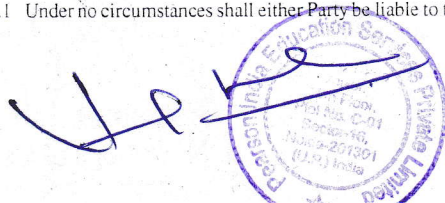
- ~~8.1 It has full power and authority, necessary to enter into this Agreement and has not prohibited from entering into this Agreement either under Law or otherwise;~~
- 8.2 The execution of this Agreement by it and the promises, agreements or undertakings made by it under this Agreement do not violate any Law or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which it is a Party to or which is applicable to it;
- 8.3 There are no known pending actions, suits or proceeding, existing, threatened, anticipated or pending against it which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder, respectively.

## 9. INDEMNITY BY THE SECOND PARTY

Second Party shall defend, indemnify and hold harmless First Party, its directors, officers, agents, employees, affiliates etc. against and in respect of any and all claims, damages, losses, liabilities, costs, expenses (including reasonable attorney fee) as a result of and/or arising out of (a) any failure/breach of Second Party or anyone acting on behalf of Second Party to comply with or perform any or all of its obligations, representations or warranties under this Agreement; (b) any act or omissions of Second Party or to the extent that claim is made or brought by or on behalf of a third Party or legal dues of any nature including but not limited to infringement of Intellectual Property Rights of the Parties; (c) any acts, omission or statement by the Second Party or any person employed by or under contract with the Second Party that result in physical or mental injury (including death), loss or damage to any person or property. The aforesaid clause shall survive termination of this Agreement.

## 10. LIMITATION OF LIABILITY

- 10.1 Under no circumstances shall either Party be liable to the other for any indirect, incidental or consequential damages (including loss of profit or business), howsoever





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arising, whether under contract, tort or otherwise, even if informed of the possibility of the same.

- 10.2 Except as provided herein and excluding the said Product, First Party makes no representations or warranties with respect to products, modifications, maintenance or other services, installation, or other matters, whether express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose, or arising by statute or course of dealing or trade custom. In no event, will First Party be liable to or any other party for any loss or damage, including without limitation, for time, money, or goodwill, or for consequential or exemplary damages, which may arise from the use, operation, maintenance or other services, installation or modification of the product (s), inability to use the product, in whole or part, for any other reason whatsoever, including, without limitation, by reason of defects, delays or copyright, patent or trademark infringement, notwithstanding notice to First Party of any such matters which shall be limited to the extent of the total consideration been paid under this Agreement.
- 10.3 First Party shall not be liable for any liability that may arise due to the usage of hardware or any other material relating to the usage of the hardware in which Product has been installed.

#### 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 "Intellectual Property Rights" (IPR) mean (a) all rights under all patents and patent applications, copyright laws (or all rights accruing by virtue of copyright treaties and conventions), including, but not limited to, all renewals, extensions, reversions or restorations of copyrights now or hereafter provided by law and all rights to make applications for and obtain copyright registrations therefore and recordation's thereof; (b) all rights to and under new and useful inventions, discoveries, designs, technology and art and all other patentable subject matter, including, but not limited to, all improvements thereof and all know-how related thereto, and all applications for and the right to make applications for patents, all patents that issue there from and all reissues, extensions, renewals, divisional applications and continuations (including continuations-in-part) thereof; (c) all trade secrets; (d) all trademarks, service marks and Internet domain names and the like throughout the world; and (e) all other intellectual and industrial property and proprietary rights throughout the world not otherwise included in the foregoing, including, without limitation, all techniques, methodologies and concepts and trade dress.
- 11.2 Subject to the terms and conditions of this Agreement, Pearson grants you a revocable, non-exclusive, non-transferable, limited right to use the Product and Pearson name and shall use, reproduce, distribute, display and transmit the right in connection with the promotion and advertisement of Second Party, including use on websites, social media, any other information and presentation materials (print/digital), supplies and stationery in any geography of the world with prior written permission for the same.
- 11.3 Second Party shall not use any Intellectual Property of First Party in any advertising or promotional efforts except in the manner as agreed by the Parties without First Party's prior written consent except in the manner as agreed by the parties under this agreement.
- 11.4 Second Party shall take due care to protect and safeguard the Intellectual Property of Product which it uses with the prior written consent from First Party and shall not misuse the same in any way whatsoever.
- 11.5 The whole right, title and interest in and to and all Intellectual Property generated by or belonging to First Party and/or its Subsidiary/Parent Company and used in connection with or for the purpose of granting the right to use the Product shall remain with First Party and/or its Subsidiary/Parent Company.
- 11.6 In the event of this Agreement being prematurely terminated, the Second Party shall immediately cease use of such intellectual property/Product and all/any services rendered under this Agreement.

#### 12. DATA SECURITY

- 12.1 The grant to use the Product includes authorization of access by means of the Second Party's Internet Protocol addresses (listed in *Annexure II*) to allow site-wide online access by authorized users via multiple connections. If a proxy server is being registered for access, the Second Party agrees to maintain the security of the access by authenticating Authorized Users before allowing use of the proxy to any remote or on-site user only after prior approval from First Party.
- 12.2 An Authorized User may not make the electronic version of the book(s)/Product available to anyone other than Authorized User, whether by telephone link or by permitting access through his or her terminal or computer, or by other similar or dissimilar means or arrangements.
- 12.3 Second Party agrees to make reasonable efforts to maintain security and monitor all use (including unauthorized use) from its respective site and to communicate the terms of the usage guidelines to the end users.
- 12.4 Authorized Users will be bound by the limitations stated in any copyright statement or terms of use published by First Party, except to the extent (if any) that such provision may be inconsistent with the express terms of this Agreement.

#### 13. DATA PRIVACY:

- 13.1 Second Party represents and warrants that its collection, access, use, storage, disposal and disclosure of any and all data, Personal Information of the First Party and/or any End User shall comply in accordance with the provisions of the Data Protection law and all applicable laws, regulations wherever applicable at that time.
- 13.2 Further, First Party hereby grant right to Second Party to report criminal acts relating to use and disclosure of Personal Information, Personal Data etc. to applicable government authorities instantly and shall notify First Party as soon as possible about such reporting and should co-operate in each and every such instance for minimizing/stopping such disclosure. Second Party shall share such information immediately with First Party's SPOC.
- 13.3 Further, unauthorized disclosure or use of personal information and/or personal data by the Second Party and/or any of its agents, employees, directors, or anyone acting on behalf of Second Party may result in substantial harm and liability to the First Party and hence First Party shall be entitled to seek equitable relief (including an injunction) in the event of a breach or threatened breach of these provisions and claim any damages as and when required.
- 13.4 Further, Second Party shall defend, indemnify and hold harmless First Party and their subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against First Party arising out of or resulting from Second Party's failure to comply with any of its obligations mentioned hereunder.

#### 14. TERM AND TERMINATION OF CONTRACT

- 14.1 This Agreement and the permission to use the Product by Second Party granted by First Party shall be valid for perpetuity i.e. life time of the edition (for all activated titles) commencing from the Execution Date of this Agreement ("Term").
- 14.2 The permission to use the Product by Second Party granted by First Party shall be accessible for perpetuity i.e. life time of the edition (for all activated titles) as mentioned under *Annexure I* of this Agreement which can be accessed by the end users of Second Party after authentication as registered user using the Second Party's IP address for the designated Site as mentioned under this Agreement.
- 14.3 The First Party reserves the right to suspend and/or terminate the access/right to use the Product by Second Party without prior notice to Second Party if the Second Party or its authorized users commits default/violate any of the terms of this Agreement. Any unauthorized use of the Product or any fraudulent, abusive, or otherwise illegal activities can be grounds for termination of access/right to use.
- 14.4 Expiry or earlier termination of this Agreement will not prejudice any rights of the Parties that may have accrued prior thereto.
- 14.5 Upon the expiry of the Term or the prior termination of this Agreement, the Second Party shall forthwith:
- 14.5.1 Cease to use the Products and remove all the Products and its complete details including Intellectual Property related information, if any, from its website within Three (3) business days of termination;
- 14.5.2 Ensure that it has settled all liabilities that may have arisen during the Term, if applicable;
- 14.5.3 Shall return/destroy all the materials/data/information/content of Product been supplied to Second Party in the manner as instructed by the Second Party within Three (3) business days of termination.





**15. MISCELLANEOUS**

- 15.1 Confidentiality: All confidential and proprietary information of a Party that is made known to the other during the term hereof shall be received in confidence and the receiving Party shall not disclose or use the same for any purpose except for complying with its obligations hereof. In particular, such information shall not be used for the benefit, financial or otherwise of the Second Party, its employees and directors or any Third Party. Upon termination or on a demand from the disclosing Party, all correspondence, documents and all materials or items belonging to such Party shall be handed over forthwith.
- 15.2 Relationship between Parties: The Relationship between the Parties is that of Principal-to-Principal. Further, nothing contained in this Agreement shall be deemed to imply or constitute either Party as the agent or representative of the other Party, and as such neither Party shall be entitled to enter into any commitments or binding obligations for or on behalf of other Party.
- 15.3 Assignment: Second Party shall not be entitled to assign any of its rights or duties, liabilities and obligations hereof to any Third Party without the prior written consent of First Party.
- 15.4 Force Majeure: The obligations to be performed by the Parties herein are subject to force majeure clauses and acts beyond the control of the Parties such as civil disturbance, riots, strikes, earthquakes, storm, tempest, acts of God, emergency, etc.
- 15.5 Anti-Corruption and Anti Bribery: Parties agree and undertakes that the Parties shall at all times comply with all applicable laws related to bribery, corruption and related matters as may be applicable to the Parties severally or individually from time to time. Both the Parties undertake that the Parties shall not offer, pay, or authorise any financial or other advantage to be given to:
  - (i) any official or employee of any government or political party, political candidates or employees of Government enterprises ("Official"); or
  - (ii) any person who deals with the either Parties in connection with the services under this Agreement.
- 15.6 No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver of the provisions of this Agreement, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.
- 15.7 The Parties agree that they shall not make any public announcement, including press statements, or statements on the Social Media, and/or any disclosure of any nature whatsoever to any Person concerning the Transaction and the terms and conditions contained in this Agreement without the prior written permission of the other Party.
- 15.8 If any part, term or provision of this Agreement, is held to be invalid or unenforceable, the same shall not affect the validity or enforceability of any part of provision of this Agreement which shall remain in full force and effect.
- 15.9 Waiver: A waiver by any Party of any provision of this Agreement or a Breach shall not be deemed to constitute a subsequent or future waiver of the same or any other breach of this Agreement.
- 15.10 Amendment: This Agreement shall not be amended, modified, altered or changed in any way except by a writing executed by each Party.
- 15.11 Notices: All notices, communications and other correspondence required or permitted by this Agreement shall be in writing and shall be sent to all the Parties simultaneously by (a) Email with confirmation copy sent by registered first class airmail, (b) by registered Post, return receipt requested and postage prepaid, to the following address:

In the case of Second Party to:  
 Designation:  
 Address:  
 Contact No.:  
 Email:

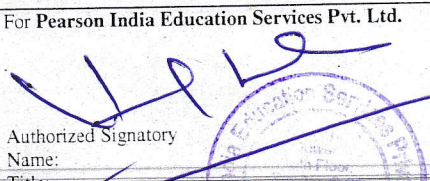
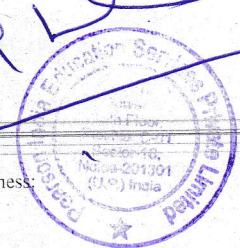
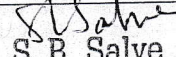
In the case of the First Party to:  
 Designation: Vice President-Higher Education and Test Prep  
 Address: 15th floor, Tower B, 'World Trade Tower', Plot No. 1,  
 Block C, Sector 16, Noida, UP  
 Contact No.: 01207110100  
 Email: elearning.in@pearson.com

All such notices, communications and correspondence shall be sent and deemed to have been received only if the same has been sent to all the Parties as follows: (i) if by Email along with a delivery and read receipt upon receipt of the confirmation copy; and (ii) if by courier or registered, first class airmail, upon receipt or refusal of delivery. A Party may change the address to which notices are to be sent by a notice complying herewith to that effect. All notices will be in English.

- 15.12 Governing Law: The formation, validity, Performance interpretation and enforcement of this agreement shall be governed only by the Laws of India.
- 15.13 Dispute Resolution: All disputes, differences, claims and questions whatsoever, which may arise either during the subsistence of this Agreement or afterwards between the Parties hereto and/or their respective representatives or any clause or anything contained herein or otherwise in any way relating to or arising from these presents or the interpretation of any provision contained herein shall be in the first place settled by mutual discussions between the Parties. However, if the Parties fail to settle the dispute, the same shall be referred to and settled by arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof ('Act') for the time being in force. The arbitration will be conducted by a Sole Arbitrator who shall be mutually appointed by the Parties. In case of disagreement over the appointment of the Sole Arbitrator, the Sole Arbitrator shall be appointed in accordance with the provisions of the Act. The arbitration shall be held at New Delhi and be conducted in English language. Any award made in such arbitration shall be binding on the Parties. The Parties shall bear the costs of arbitration equally.
- 15.14 Jurisdiction: Disputes between the Parties shall be subject to the exclusive jurisdiction of the courts at **New Delhi**.

IN WITNESS WHEREOF the Parties have appended their signature on the day, month and year mentioned above in token of having accepted the above terms and conditions.

Signed for and on behalf of

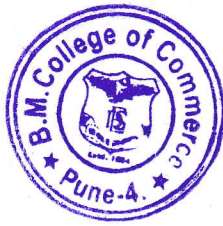
<p>For Pearson India Education Services Pvt. Ltd.</p>  <p>Authorized Signatory                  Name: _____                  Title: _____</p> <p>In the Presence of Witness:                  1. _____</p> 	<p>For _____</p>  <p>S. R. Salve                  Assistant Librarian                  B. M. College of Commerce                  Pune - 411 004.</p> <p>Authorized Signatory                  Name: Sanjay R. Salve                  Title: _____</p> <p>In the Presence of Witness:                  2. Vinaya Hasamnis                  VHasamnis</p> <p style="text-align: right;">22/3/2019</p>
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ANNEXURE I - LIST OF PRODUCT

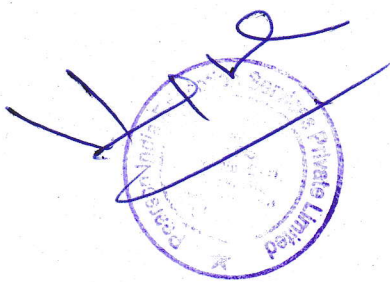
ANNEXURE II - LIST OF SECOND PARTY'S IP ADDRESSES

*[Handwritten signature]*



*[Handwritten signature]*

S. R. Salve  
Assistant Librarian  
B. M. College of Commerce  
Pune - 411 004



*[Handwritten signature]*

S. R. Salve  
Assistant Librarian  
B. M. College of Commerce  
Pune - 411 004.