

Whereas,

GNFC has established an Infotower at Ahmedabad together with necessary infrastructure to carry out the activity of a Certifying Authority (as defined in the IT Act, 2000 and the Rules and Regulations framed there under) for issuing PKI (Public Key Infrastructure) based Digital Signature Certificates (as defined in the IT Act).

GNFC issues PKI based Digital Signature Certificates to the Indian public, corporate, organizations and government institutions, departments and other government bodies etc.

GNFC has created a web portal www.nprocure.com under which it provides e-tendering, e-Auction and reverse auction services. GNFC, through its (n)Code Division also provides multiple IT services and solutions, including procurement solutions to several customers throughout India.

C1 India is the leader in e-procurement solutions and has developed a web based procurement/tender management software application (herein after referred to as "e-Tendering Application", "TMS", "e-Procurement Application") addressing the requirements of e-tendering, e-procurement and reverse auctions. C1 India already has various government departments and other organizations as its customers for this e-Tendering Application.

Considering strength of each other, an agreement was entered into on 19th January, 2006 for usage of e-procurement platform of C1 India by GNFC to power its www.nprocure.com portal. The agreement was valid for a period of five years, which expired on 18th January, 2011. It was further renewed from 19th January 2011 till 18th January 2013.

During the operations and maintenance of C1 India e-procurement application in the period from 2006 to now, the application has been modified and customized to the requirements of Government of Gujarat with added processes and functionalities. GNFC has desired to own the IPR & source code for future usage exclusively by GNFC for its existing and future customers and take over the technical & operational maintenance of this application. C1 has agreed to offer this application running as is, with modifications that may be carried out during the validity

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of this agreement as per clause A.8, at the end of the agreement at GNFC www.nprocure.com platform on joint ownership basis.

Subsequently, discussions were held between the Parties to finalize/modify terms of earlier agreement and to sign a fresh /new agreement for availing of e-procurement solutions from C1 India by GNFC.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

A. Understandings

1. This Agreement shall be valid for a period of three years and six months (3 years and 6 months) effective from 19th January 2013 till 18th July 2016.
2. The revenue share as detailed below by C1 India shall be deemed to be a consideration for transfer of IPR as provided in clause A.5.
3. Following revised revenue sharing has been agreed between GNFC and C1 India for this new Agreement :

Sr. No.	Particulars	Period	Revenue Share to C1 India
1.	GoG	a) 19/01/2013 – 18/01/2014	16.5 %
		b) 19/01/2014 – 18/01/2015	16.5 %
		c) 19/01/2015 – 18/01/2016	16.5 %
		d) 19/01/2016 – 18/07/2016	16.5 %
2.	Non- GoG	a) 19/01/2013 – 18/01/2014	27.5 %
		b) 19/01/2014 – 18/01/2015	27.5 %
		c) 19/01/2015 – 18/01/2016	22.5 %
		d) 19/01/2016 – 18/07/2016	22.5 %

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C1 India will raise Invoices for respective percentage of Gross Revenue (as per Annexure-II "Commercial Terms") plus applicable Taxes.

4. During the three and a half years period of the Agreement the roles & responsibilities of both the parties and commercial terms & conditions shall be as per Annexure-I, Annexure-II and Annexure-IV attached here to.
5. At the end of 15 months starting 19th Jan 2014, Intellectual Property Rights (Joint ownership between GNFC and C1 India) of the software will get transferred to GNFC. In this 15-months period all transition activities per Annexure IV are to be completed. Post IPR transfer, GNFC and C1 India will work towards gradual ramp down of C1 India team located at Ahmedabad during the tenure of the agreement as per mutually agreed plan, details of which would be worked out later.
6. Joint IPR modalities are as mentioned below:
 - a. No stake will be claimed by either party in a competitive bidding situation on source code/IPR. Each will have their individual ownership irrespective of one another.
 - b. Both (n)Code and C1 India will own IPR independently and would be free to modify / alter / upgrade source code and add new products / modules on this Software.
 - c. If opportunity for fresh business comes in the intervening 15 months prior to IPR transfer and Source Code handover, C1 India and (n)Code to discuss jointly IPR issues (if they arise) while bidding.
7. The actual Source Code handover and Knowledge Transition will start from 1st April, 2014 as per mechanism and plan mentioned in Annexure-IV. Post IPR transfer GNFC and C1 India will start displaying their joint copyright of the application on (n)Procure portal till the end of this agreement.
8. As a part of the agreement it has been decided to place C1 India technical team at GNFC, Ahmedabad to carry out maintenance and GNFC specific customizations of the software during the period of this Agreement. C1 India has agreed to continue to place its GNFC project technical team at Ahmedabad. Similarly, GNFC shall continue to provide furnished space in their office premises for C1 India team (including technical

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and maintenance Team to be deployed) at a monthly charge of Rs 30,000 plus service tax per month. It has been agreed between the parties that this agreement is applicable for Government of Gujarat Departments, PSUs, local bodies, all non-Government of Gujarat existing customers (list of existing customers enclosed as Annexure - III) and all other new customers added from time to time.

8. Where any customer desires any important modifications to the software, the same shall be discussed and agreed upon between the teams of GNFC and C1 India and the agreed modifications shall be carried out by C1 India for free of cost during the period of this Agreement. It is further clarified that any modifications on the software carried out on the instruction of GNFC, does not confer any licensing or ownership rights to GNFC till the time IPR rights are transferred to GNFC. Further GNFC undertakes not to do any modification, deletion and addition to the software without written consent of C1 India prior to transfer of IPRs.
9. C1 India shall be providing the e-procurement application running as is at the end of the agreement. C1 India assures that during the validity of this agreement, the software Licenses required for the operations and more specifically covered at Srl no. 16 of the Annexure 1 (for example: Operating System licenses, Data base Licenses, webserver licenses, application licenses, software licenses and any such licenses) required for carrying out e-procurement activity on www.nprocure.com, for the Primary Data Center will be provided by C1 India, with a copy of the license kept at the site till the expiry of this agreement. Post expiry of this agreement, all such applicable licenses will be procured by GNFC.
10. A comprehensive annual audit will be carried out of the e-procurement system covering application and security audit. Both the parties will fully co operate with the auditor for carrying out the audit. This audit will be carried out by either STQC (Standardized Testing and Quality Certification) India or an auditor empanelled with the office of the CERT-IN (Indian Computer Emergency Response Team), an Indian Government mandated Information Technology Security organization. The expenses for the audit will be shared in the proportion of the revenue share.

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B. Software Maintenance and Support: (After expiry of this agreement)

If GNFC chooses to avail AMC services from C1 India for the version given for IPRs after the expiry of this agreement, C1 India shall provide the following support to GNFC as a part of its AMC obligation (on mutually agreed terms & commercials between the parties in writing before expiry of this agreement) to GNFC:

- a. Set-up an online portal (Mantis) for GNFC team to log-in bugs, errors and technical issues on which support is sought.
- b. Fixes for all the bugs and errors that are identified in the software
- c. Patches and/or version upgrades and/or new versions to address support for newer versions of browsers, windows operating system, MS SQL Database, support for newer standards for digital certificates.
- d. Any customization of the software or development of any new functionality including new versions shall be covered through the Change Request process.

Change Request Process:

- a. In case GNFC chooses to make any change in the existing functionality or wants new functionality to be developed, then the same shall be taken-up by C1 India through the change request process by providing time effort & commercial estimates.
- b. GNFC shall log a Change Request (CR) on C1 India portal providing details of the customization/development required by them. C1 India shall prepare an effort estimation and send the same to GNFC.
- c. On receiving written approval of GNFC on the effort estimation, C1 India will start the work on the CR and deliver the same to GNFC.
- d. In case any changes to the CR are desired by GNFC, the effort estimate for the same shall be revised accordingly and agreed by GNFC.
- e. The terms & commercial rates for CRs shall be decided mutually at the time of signing the AMC after expiry of this agreement.

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C. **Exclusivity**

The Parties have entered into this exclusive strategic relationship for providing services within the state of Gujarat for Government of Gujarat, its corporations and various undertakings and various other clients spread across the length and breadth of the country. All the tenders shall exclusively be published on the www.nprocure.com. C1 India and GNFC/ (n)Code hereby agree and confirm to not to compete with each other in any tender providing services agreed hereunder within the State of Gujarat/ Govt. of Gujarat, its corporations and various undertakings. In case GNFC/ (n)Code wants to participate in any tender outside the State of Gujarat within the tenure of this agreement, it will be discussed mutually between GNFC and C1 India.

After the expiry of this agreement both the parties are free to market this product under their own brand to any potential customers anywhere in the country.

D. **Exit Management:**

1. Neither Party shall have a right to terminate the Agreement during the currency of this Agreement. If any Party terminates the Agreement, the Other Party shall be indemnified against the loss of revenues that may have accrued to it, for the period for which the Agreement is terminated, being the damages to the Other Party, resulting from such termination.

E. **CONFIDENTIALITY**

The parties have already signed a Non-Disclosure Agreement (the "NDA") and the same shall remain in force during the period of this Agreement also.

Neither Party shall publicly disclose information about the terms or nature of the relationship or this AGREEMENT without prior written consent of the other Party, which consent shall not be unreasonably withheld.

F. **Intellectual Property Rights (IPR) :**

1. The intellectual property rights of the respective parties shall continue to vest with the respective owners thereof, even if disclosed to the other Party for attaining the objectives of this AGREEMENT and nothing herein shall mean nor shall be construed to mean that

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2. GNFC (which expression shall mean & include its subsidiary companies and sister concerns for this clause) agrees and acknowledges that C1 India has sufficient experience and knowledge base on e-procurement/e-tendering software. C1 India's e-procurement/e-tendering software has special features & functionalities namely, "Form Configuration" and "Workflow Engine" on which it has applied for parent rights. GNFC agrees not to use C 1 India software in isolation till the transfer of IPRs to GNFC.

1. Any functionality which is included in the original GR of Government of Gujarat dated Nov 22, 2006, and which is not present in the e-tendering software of C1 India shall be developed/customized by C1 India in case such functionality is insisted upon by the Government of Gujarat to be rolled out by GNFC in the e-tendering application.
2. It is agreed between the parties that the parties shall not either directly or indirectly solicit or hire employees of each other for a period of 1(one) year from the date of expiry/ termination of this Agreement , except through prior written consent of the other party.
3. For providing the ASP services and implementation of the Application, C1 India employees may have to work under GNFC guidance and from within GNFC premises. Under no circumstances these employees shall claim any employment with GNFC under this agreement.
4. Each party shall indemnify the other and hold it harmless from any loss, claim or damage to person or tangible property arising out of use or possession of the products or related materials within the scope of this agreement, or other acts by a party pursuant to this agreement, to the extent that such loss, claim or damage was caused by the wilful fault of the other party or its employee or representatives. In any case C1 India's exposure & liability will not be larger than its share of revenue during the period of the contract.
5. C1 undertakes to abide by the provisions of IT Act, 2000 (as amended from time to time) and specifically indemnifies GNFC against any breach of Intellectual Property Violations on account of usage of its software by GNFC prior to transfer of IPRs (As joint ownership) to GNFC.

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6. **Governing Law & Arbitration:** This AGREEMENT and the transactions contemplated hereby shall be governed by the laws of the Republic of India, without giving effect to the conflict of laws principles thereof. In the event of any dispute between the parties as to interpretation of any term herein or any other matter connected to this AGREEMENT, the same shall be submitted for arbitration by the parties to a panel of three arbitrators, of which, the parties shall each choose one arbitrator and the two arbitrators so chosen shall select a third arbitrator. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any Rules and Schemes made there under.
7. The venue of the Arbitration shall be Ahmedabad, India. Arbitration award shall be by majority. The language of arbitration shall be English. The courts at Ahmedabad, India shall have the exclusive jurisdiction in matters related hereto.
8. **Waivers and Amendments:** The terms and provisions of this Agreement may be waived or consent for the departure there from granted only by written document executed by the Party against whom enforcement of such waiver or consent is sought. This AGREEMENT may be amended or supplemented only by written document that make specific reference to the AGREEMENT and which is signed by the Party against which enforcement of any such amendment or supplement is sought.
9. **Assignment:** The right and obligations under this AGREEMENT may not be assigned by either Party hereto without the prior written consent of the other Party.
10. **Counterparts:** This AGREEMENT is executed in two counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same document.
11. **Relationship:** This AGREEMENT does not create any joint venture, partnership, principal relationship, master-servant relationship or any other relationship between the parties hereto. During the course of the operations under this AGREEMENT if the terms "partner" or "partnership" are used to describe the relationship between the Parties, each Party shall be clear that those terms refer only to the spirit of cooperation that exists between the Parties and do not describe or create a legal partnership or any responsibility by one for the obligations or liabilities of the other.
12. To exploit the relationship to its fullest for the benefit of both the parties, C1 India shall provide necessary orientation, on an ongoing basis, to GNFC employees to enable them to efficiently interface with their client while making pitch for e-procurement services during the period of the agreement. The cost of lodging, boarding, and traveling, if any,

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for GNFC employees who may undergo such orientation programme shall be borne by GNFC.

13. Non exclusivity: Nothing in this AGREEMENT shall mean nor shall be construed to mean that either party is precluded from entering into any arrangement with any third party for same or similar purpose, for customers outside the state of Gujarat, provided the parties hereto shall not disclose the confidential information of the other Party to such third Party.
14. Liability: Neither Party shall be liable to the Party for any indirect, incidental, consequential or special damages arising out of the performance or non-performance of the terms hereunder
15. Force Majeure: If at any time during the continuance of the Agreement, the performance in whole or in part by either party or any obligation, under this Agreement shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to as events) provided notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof. Neither party shall by reason of such events, be entitled to terminate this Agreement nor shall either party have any claim for damages or any relief against the other in respect of such non-performance or delay in performance and deliveries under the Agreement shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further that if the performance in whole or part of any obligation under this Agreement is prevented or delayed by reason of any such event for a period exceeding 90 days, both parties shall consult each other regarding the termination of the Agreement on agreed equitable terms or otherwise device further course of action.
16. Each party shall bear its costs and losses arising out or on account of such force majeure.
17. Costs: Each Party will bear its own legal costs, other expenses incurred with respect to the negotiation, preparation and execution of this AGREEMENT and related transaction documents.
18. Notice: Any notice, request, demand, approval, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery or

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sent by registered post or by telegram, telex, fax addressed to the party for which, it is intended at its address as follows:

C1 India Pvt. Ltd: Director
C-104, Sector-2
Noida - 201301 (U.P)

GNFC : Executive Director
301 GNFC Info Tower
Bodakdev, Ahmedabad-380054

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT by their duly authorized representatives as of the date first above written.

GNFC Ltd.

Name: J. C. BHARTI
Title: Executive Director
Date: 27/3/2014



C1 India Pvt. Ltd

Name: UMESH RANJAN
Title: CEO & Director
Date: 27/03/2014



Witnesses:

Name: (R. B. Pandey)
Title: CEO & RBP
Date: 27/3/2014

(Signature)

Name: IRSHAD RANA
Title: AVP- IMPLEMENTATION (W&D)
Date: 22/03/2014

(Signature)

Name: R. A. SHAH
Title: Executive Director
Date: 27/3/2014

(Signature)

Name:
Title:
Date:

&
CFO
27/3/2014 *(Signature)*

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Annexure-1

Roles & Responsibilities of the Parties

Sr. No.	Roles & Responsibilities	GNFC	C1 India
1.	Marketing & Promotion of e-Tendering Services	•	
2.	Management of Hardware	•	
3.	Management and maintenance of Operating System (OS, Web Server)	•	
4.	Management of System Software (Database Server, Application Server)		•
5.	Data Centre & Hosting of the solution	•	
6.	PKI and Digital Certificates	•	
7.	e-Tendering/e-Procurement Application		•
8.	Project Management	•	
9.	Implementation of the e-procurement software	•	
10.	Customization of the e-procurement software		•
11.	User & Supplier Training & Helpdesk	•	
12.	Invoicing & Payment collection	•	
13.	Training facilities & infrastructure	•	
14.	Ongoing training to GNFC Personnel for the e-Tendering Application		•
15.	Procurement of hardware as required (Servers, Backup devices, Network devices, etc.)	•	

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16.	Procurement of Software (Operating System, Database Server, Application Server, etc.) at production site till the expiry of this agreement.		•
17.	Application Audit	•	•
18.	IPR Transfer (Joint Ownership between C1 India and GNFC) and Source Code Handover	•	

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Annexure-II

Commercial Terms & Conditions

A. Revenue Share Between GNFC and C1 India:

Following revenue sharing has been agreed between GNFC and C1 India for the period of the contract extension:

Sr. No.	Particulars	Period	Revenue Share to C1 India
1.	GoG	a) 19/01/2013 – 18/01/2014	16.5 %
		b) 19/01/2014 – 18/01/2015	16.5 %
		c) 19/01/2015 – 18/01/2016	16.5 %
		d) 19/01/2016 – 18/07/2016	16.5 %
2.	Non- GoG	a) 19/01/2013 – 18/01/2014	27.5 %
		b) 19/01/2014 – 18/01/2015	27.5 %
		c) 19/01/2015 – 18/01/2016	22.5 %
		d) 19/01/2016 – 18/07/2016	22.5 %

B. Charges applicable to Buyers & Suppliers:

The rates being charged by GNFC for providing e-procurement services to Government customers and vendors are as per mentioned terms and conditions in PO issued by (n)Procure customers:

The current charges applicable to Buyers & Suppliers:

1. Transaction charge of Rs. 3,750 per tender upto 10 line items without online pre-qualification (Rs. 5,000 for a tender with line items more than 10) and Rs. 5,000 for a tender with upto 10 line items with online pre-qualification (Rs. 7,500 for a tender with line items more than 10), payable by buying department/ corporation.

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2. Support Charge: Currently vendors/ Suppliers are being charged Rs. 3,500/- as support and training charges for one year.

Both the parties agree that the rates are subject to revision based on market condition and such revisions will be mutually discussed and agreed in writing between GNFC and C1 India before being given effect.

Payment Terms & Conditions:

1. GNFC shall be responsible for invoicing and collecting payments from the departments.
2. C1 India shall raise the invoice for its share of revenue on GNFC within 7 days after the end of the month in which service is rendered.
3. GNFC shall make payment to C1 India, of its share of revenues, within 60 days of the end of the month in which service is rendered.

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Annexure-III

List of Existing Customers (Non GoG) as at 18 January 2013

-
1. KRIBHCO
 2. Projects and Development India Ltd.
 3. Kandia Port Trust
 4. Punjab State Power Corporation Ltd.
 5. Punjab State Transmission Corporation Ltd.
 6. Mazagaon Dock Limited
 7. Union Territory (UT) of Daman & Diu
 8. Union Territory (UT) of Dadra and Nagar Haveli
 9. Omni Bus Industrial Development Corporation
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Annexure-IV

A. SOURCE CODE HANDOVER MECHANISM

1. Actual Source Code handover and KT (Knowledge Transfer) will start from 1st April 2014.
2. C1 India to develop the KT plan for Source Code Handover.
3. (n)Code and C1 India to identify team for Knowledge Transfer (KT) of the application and related processes.
4. Current version of e-Procurement software along with all modules, components and documentation should be shared with the (n)Code team

For this process, broadly the following activities (not limited to) will be carried out from 1st April 2014 to 18th April 2015:

Sr. No	Activity	Details
1	Formation of teams from C1 India & (n)Code for SW handover / process	<ul style="list-style-type: none"> • (n)Code S/W team will accept deliverables • Knowledge transfer from C1 India
2	Deliverables and Documents	<ol style="list-style-type: none"> 1. System Requirement Specification <ol style="list-style-type: none"> a. Use Cases b. UML Diagrams c. Business Process Flows d. Functional and Technical Requirements Specification 2. System Design Specification <ol style="list-style-type: none"> a. User Interface Design b. Database Design and Model c. Modules and their interfaces d. Business Rules and Validations 3. System Architecture 4. Source code with documentation 5. Standards used for coding 6. Installation Manual 7. Complete User / Operating Manual 8. Details of the Software and Hardware

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		platforms 9. User Acceptance Test details (Test cases with Test execution details, Sample Test data and expected / actual test Results) 10. Test Automation Framework 11. Performance test / load test details 12. Details on any Performance / Capacity issues 13. Backup / Restore mechanism, operations 14. DR site operations 15. Software Licenses 16. Details of Past Support issues along with root cause and resolution steps 17. Any other important points / notes / issues
3	Any other requirement identified at the time of actual handover	

5. STQC certification should be obtained prior to software handover to GNFC for current version of www.nprocure.com. The expenses for the audit will be shared between C1 India and GNFC in the proportion of the revenue share.

6. Source Code understanding and design verification

During handover phase, C1 India will hand-over the source code with documentation to (n)Code/ GNFC's team to compile the source code for verification, validation of the version and integrity of the software. C1 India also shall provide the details of the software architecture and design (including Database design) to (n)Code/ GNFC's team.

B. SOURCE CODE HANDOVER PLAN

1. Handover activity will start from 1st April 2014 in following phases

a) Knowledge Transition (3 month)

i. Classroom training / Discussion (1 month)

ii. Study of current version of Deliverables (2 months)

b) Shadow support of C1 India platform by (n)Code core team. C1 India to be primary support

c) Primary support by (n)Code team. Shadow support by C1 India up to 18-Jul-2016.

2. (n)Code Project Manager and C1 India Project Manager will jointly publish weekly progress report of the transition activity.

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