

SOFTWARE/SERVICE LEVEL AGREEMENT

For

**PROCUREMENT AND IMPLEMENTATION OF
APPLICATION SECURITY TESTING SOLUTION**



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This agreement made at..... (Place) on this -----day of _____ 20__.

BETWEEN

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its.....¹, hereinafter referred to as “the Bank” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of one Part:

AND

.....^{2a}
private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, and hereinafter referred to as “**Service Provider**”, which expression shall mean to include its successors in title and permitted assigns) of the Other Part:

WHEREAS

- A. “The Bank” is carrying on business in banking in India and overseas and is desirous to avail services for³, and
.....⁴, and
- B. ‘.....’⁵, in the business of providing
.....⁶, has agreed to supply Application Security Testing Solution (software) and/or provide resources on 1 Year Onsite and 4 Year offsite in Bank’s Working Hour⁷ basis for providing the services of
.....
.....⁸ and the Bank has agreed to engage

¹Name & Complete Address of the Dept.
²Name & Complete Address (REGISTERED OFFICE) of the service Provider,
³Purpose of the Agreement
⁴Any other connected Purpose
⁵Name of the Service Provider
⁶Brief mentioning of service providers experience in providing the services required by the Bank.
⁷ Basis on which service provider has agreed
⁸Brief mentioning of the type of service to be provided.



‘.....’⁹ for such Services, on a¹⁰ basis.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-

1. DEFINITIONS & INTERPRETATION

1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- A. ‘The Bank’ shall mean the State Bank of India (including domestic branches and foreign offices), its subsidiaries:
- B. “Documentation” will describe in detail and in a completely self-contained manner how the User may access and use the Application Security Testing Solution (name of the Software/ Maintenance Services),¹¹ such that any reader of the Documentation can access, use and maintain all of the functionalities of the Application Security Testing Solution (Service)¹², without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all

⁹Name of the Service Provider

¹⁰Exclusive or Non-Exclusive

¹¹ Name of Software

¹² Name of Software



Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

- C. ‘Services’ shall mean and include the Services offered by ‘.....’¹³, including but not limited to Procurement and Implementation of Application Security Testing Solution ¹⁴ more particularly described in Clause 2 of this Agreement. ‘Services’ shall also include the Implementation Services, Training Services and Maintenance Services etc. and other incidental services and other obligations of the service provider to be provided under this Agreement
- D. “Code” shall mean computer programming code contained in the Software. If not otherwise specified, Code shall include both Object Code and Source Code which means programming languages, including all comments and procedural code, and all related development documents (e.g., flow charts, schematics, statements of principles of operations, end-user manuals, architecture standards, and any other specifications that are used to create or that comprise the Code). Code shall include Maintenance Modifications and Enhancements licensed by the Bank.
- E. “Confidential Information” shall have the meaning set forth in Clause 15.
- F. “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- G. “Software” shall mean (a) the software product(s) described in this agreement; (b) all Maintenance Modifications and Enhancements that are provided to the Bank; (c) the Code contained in or otherwise related to each of the foregoing; and (d) the Documentation.
- H. “Project Documents” shall mean all the plans, drawings and specifications used while bidding and all other documents necessary to complete all work.

¹³Name of the service provider

¹⁴Description of nature of service in detail.



- I. “Deficiencies” shall mean non satisfactory outcome of the services which has resulted in deviation from the desired outcome and has thereby cause loss to a party of this agreement.
- J. “Open Source or Copy left license” shall mean a license of a computer program in which the source code is available to the general public for use and/or modification from its original design.
- K. “Revision control procedure” shall mean the procedure for management of changes to documents, software programs, and other collections of information made during this engagement.
- L. “Test Bug Reports” shall mean a report providing the details as to the efficiency of software in relation with reporting and resolution of any bug.
- M. “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

1.2 Interpretations:

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.



1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.3 Commencement, Term & Change in Terms

1.3.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from [REDACTED] (Effective Date).

1.3.2 This Agreement shall be in force for a period of Five year(s), unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of three years on the mutually agreed terms & conditions.

1.3.4 Either party can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made upon mutually accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

2. SCOPE OF WORK

2.1 Place of Service¹⁵

The service is to be provided at the locations where the Bank have it IT establishments. Presently, Bank is having the IT Setup in Mumbai, Navi Mumbai, Pune, Hyderabad and Chennai regions. The implementation of the project will be carried out in SBI GITC, Navi Mumbai and DRC at CTRLS, Hyderabad. However, the place of service may change as per the Bank's requirement.

¹⁵Brief description of place of service



2.2 Standard Services

Standard services to be delivered under this agreement are illustratively listed below but are not limited to the following:-

- The service provider shall provide complete Application Security Testing Solution including implementation, integration and customization of the solution.
- The service provider shall design a high availability & secure Infrastructure in SBI's Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.
- The service provider shall integrate the entire solution with Bank's existing setup e.g. Servers, databases, Network Devices, Security Devices, Directory Setup and other applications etc.
- The service provider shall complete the implementation and Integration of all requirements/components as per Bank's objectives and specifications.
- The service provider shall provide post implementation technical support including any new Source Code Review and vulnerability resolution.
- The Service Provider shall arrange for support on Bank's Working Hours basis at onsite for 1 year and at offsite with support desk for 4 years. The AMC/support during this period will include all updates, upgrades, patches, releases etc.
- The Service Provider should enable Bank's team for the day-to-day activities related to maintenance and management of the solution.
- The service provider shall undertake to carry out implementation / operationalization including move, add and delete, changes / customization of such software updates, releases, version upgrades, update and maintain the solution to correctly reflect actual state of the setup at any point in time during the contract period.
- The service provider shall be a single point System Integrator for setting up of the Application Security Testing Solution for the Bank in DC & DR locations.



The broad deliverables include:

1. Application and any other component required to implement the solution. The architecture should be designed with redundancy and no single point of failure. The service provider should design the solution in line with best industry practices. During 5 years, the capacity utilization including memory, CPU, Hard disk space should not exceed 70 percent. Bank will provide workstations to The Service Provider's staff and required network connectivity for implementation of Application Security Testing Solution and setup DC-DR replication based on the agreed requirements.
2. Complete implementation, operations and management of the Application Security Testing Solution for the Bank in Both DC & DR location. The service provider should follow the established project management best practices for execution of the project. The service provider should clearly define project life cycle and milestones which includes but not limited to:
 - Environmental Study and Project Proposal
 - Functional Requirements Specifications
 - Requirement Analysis & Requirement Traceability Matrix
 - Functional Design Specifications
 - Design Technical Architecture/Specifications
 - Project Plan along with list of deliverables
 - Master Test Plan including SIT & UAT (Functional & Regression)
 - Risk Management & Dependencies
 - Necessary Documentation on all the stages
 - Operations Manuals, Configuration Guide, Documentation and Training.

2.3 Maintenance/ Upgrades

2.3.1 The Service provider shall maintain and upgrade the Software during the Warranty Period so that the Software shall, at all times during the Warranty Period, meet or exceed the specifications in the Project Documents and the performance requirements as set forth in this Agreement. Service provider shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the Software.

2.3.2 Service Provider shall have the operational maintenance obligations (e.g., telephone support, problem resolution, on-site services) as mentioned in Annexure A.

2.4 Correction of Deficiencies in Deliverables (as mentioned in annexure-A).



2.4.1 If Service provider is unable to correct all Deficiencies preventing Acceptance of a Deliverable for which Service provider is responsible after a reasonable number of repeated efforts, the Bank may at its discretion:

- a) Allow Service provider to continue its efforts to make corrections; or
- b) Accept the Deliverable with its Deficiencies and reach agreement with Service provider on an equitable reduction to Service provider's charges for developing such Deliverable to reflect the uncorrected Deficiencies; or
- c) Terminate this Agreement for cause in accordance with Clause 17¹⁶ (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this agreement.

2.5 Service Milestones¹⁷

Milestones ¹⁸ related to in-scope services and/or components includes <Strike off whichever is not applicable>:-		
Service Category	Milestone	Duration (in months/weeks/days/hours)
Delivery	Delivery of Licenses	3 Working Days after issue of Purchase Order
Installation	Complete Installation of All the Components in Bank's Virtual Environment	15 Working Days after issue of Purchase Order
Configuration	Configuration of Application and integration with Bank's Various Source Systems	Included in Installation
User Acceptance Testing & Security Review	Complete UAT Signoff by Bank's UAT Department and Closure of Security Review	15 Working Days after successful installation

¹⁶Please see Clause 17 'Termination Clause'

¹⁷ The Purpose of this clause is identify any assumption made for this agreement.

¹⁸Assumptions may include items including how the services will be used in future, projected growth rates that may impact how services are to be delivered and future changes that were considered but not included in the agreement



Documentation	<ul style="list-style-type: none"> A. User manuals B. Installation manuals C. Operation manuals D. Design documents E. Process documents F. Technical manuals G. Functional specification H. Software requirement specification I. On-line tutorials J. System configuration documents K. System/database administrative documents L. Debugging/diagnostics documents M. Test procedures N. Standard Operating Procedures 	15 Days from the date of Completion of Installation
Training	<ul style="list-style-type: none"> 1 Session - Immediate 1 Session – Every Quarter during the entire contract period 	Within 7 working days after live in production
Live in Production .etc.	Application Operations with Pilot with 2 Different Platform Code Reviews	7 working days after completion of UAT & Security Review

2.6 Risk Management

The Service Provider shall identify and document the risks in delivering the services. Service Provider shall identify the methodology to monitor and prevent the risks, and shall also document the steps taken to manage the impact of the risks.

2.7 Service Request¹⁹

Service Provider shall dispense the service request in accordance with terms mentioned in Annexure B under this agreement.

2.8 Service Management Tool

¹⁹The purpose of this clause is to document the process and timeframe for responding to the service requests.



List the tools/applications to be used for service support/service delivery processes, if any, This may also include the customer tools/ applications to be used for provision of service support/service delivery.

1. ...
2. ...
3. ...

2.9 Service Complaints²⁰

The service complaint shall be addressed to (Designation). The complaint shall be acknowledged by the Service provider inHours.

In case of re-occurrence of the service complaint, the following actions will be taken:

Action 1

Escalation to the Head of the Product Delivery

Action 2.....

Penalty on the Services as per the Service Matrics

3. FEES /COMPENSATION

3.1 Professional fees

3.1.1 Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

3.1.2

3.1.3

3.2 All duties and taxes (excluding/including²¹ GST or other local taxes) , if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same.All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

3.4 Payments

3.4.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceedingdays after its receipt thereof. All payments shall be made in Indian Rupees.

²⁰ Describe in detail the service complain methodology for the services.

²¹ Please determine the applicability of the taxes.



3.4.2 The Bank may withhold payment of any charges that it disputes in good faith, and may set-off penalty amount and any other amount which Service provider owes the Bank against charges payable to Service provider under this Agreement.

3.5 Performance Guarantee and Penalties

- 3.5.1 The Service Provider has to furnish a performance guarantee for an amount of Rs. [REDACTED] from a Scheduled Commercial Bank other than State Bank of India or its Associate Banks in a format provided/ approved by the Bank.
- 3.5.2 If at any time during performance of the Contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 3.5.3 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule²² specified in this Agreement.
- 3.5.4 The Service Provider shall be liable to pay penalty at the rate mentioned in Annexure 'G' in respect of any delay beyond the permitted period in providing the Services.
- 3.5.5 Subject to Clause 17 of this Agreement, any unexcused delay by the Service Provider in the performance of its Contract obligations shall render this Agreement to be Terminated.
- 3.5.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider. On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

4. LIABILITIES/OBLIGATION

²² Please ensure that the time scheduled is suitably incorporated in the Agreement.



4.1 The Bank's Duties /Responsibility(if any)

(i) Processing and Authorising invoices

(ii) Approval of Information

(iii)

(iv)

(v)

4.2 Service Provider Duties

(i) Service Delivery responsibilities

(a) To adhere to the service levels documented in this Agreement.

(b) Service provider, if permitted to sub-contract, shall ensure that Service provider personnel and its subcontractors will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

(c)

(d)

(ii) Security Responsibility

(a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.

(b) To meet the Bank's Security Standards as mentioned in the IS and IT Policy of the Bank

(c).....

5. REPRESENTATIONS & WARRANTIES

5.1 Service Provider Warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of **1 Year** (Term) from the date of acceptance.



- 5.2 Any defect found will be evaluated mutually to establish the exact cause of the defect. Bank may have direct and separate agreement with Service Provider to provide technical support to the Bank for related deficiencies²³
- 5.3 Service Provider warrants that the software developed is free from malware at the time of sale, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done) and free from OWASP vulnerabilities of applications/software arising out of faulty design, workmanship, etc. during the warranty period (up to.....).
- 5.4 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; Act diligently, professionally and shall maintain the decorum and environment of the Bank; Comply with all occupational, health or safety policies of the Bank.
- 5.5 Service Provider shall assume responsibility under Labour Laws, and also hold the Bank harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other fringe benefits asserted by an employee of Service Provider, and/or any claim arising out of alleged infringement of intellectual property rights or other proprietary right of any third party arising out of 'Service Provider's.' performance of Services hereunder.
- 5.6 Each party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.
- 5.7 Service Provider warrants the Bank against any license or IPR violations on its part or on the part of subcontractor, wherever permitted, in use of any technology /software /product for performing services or developing software for the Bank as part of this Agreement.
- 5.8 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance

²³Please note the following clause can be kept only when there is a Separate Technical support agreement.



with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

- 5.9 The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.10 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.
- 5.11 The Services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 5.12 The Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service Provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.
- 5.13 During the Warranty Period if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance for more than [] not due to causes external to the software, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame.
- 5.14
- 5.15<any other additional warranty can be incorporated>

6. GENERAL INDEMNITY

- 6.1 Service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur directly or indirectly on account of any misuse of data /information or deficiency



in Services or breach on any obligations mentioned in clause 5²⁴ herein, including without limitation of confidentiality obligations, from any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service provider, to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider.

6.2 Service provider further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

6.3 The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service provider.

6.4 The Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to the Service provider without undue delay. The Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

Nothing contained in this agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software.

7. CONTINGENCY PLANS.

7.1 The Service provider shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the service provider or any employees or sub-contractors of the service provider in rendering the Services or any part of the same under this Agreement to the Bank. The Service Provider at Banks discretion shall co-operate with the bank in case on any contingency.

²⁴Please See Clause 5 'Representation and Warranties'



8. TRANSITION REQUIREMENT

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs. [REDACTED] on demand to the Bank, which may be settled from the payment of invoices for the contracted period. The Bank may also require the Service Provider to enter into a Transition & Knowledge Transfer Agreement as mentioned in Annexure J

9. LIQUIDATED DAMAGES

9.1 The Bank reserves the right to deduct, as liquidated damages to the extent of [REDACTED] in case of non-performance of software or for deficiency in services provided by Services provided as per work order or service levels, if any. In such a case, the Bank also reserves the right to levy penalties as per Annexure 'G' notwithstanding the Bank reserving its right to terminate the contract.

10. RELATIONSHIP BETWEEN THE PARTIES

10.1 It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

10.2 Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.

10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.



10.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

11. SUB CONTRACTING

11.1 Service provider has to obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

11.2 In case of subcontracting permitted, Service Provider is responsible for all the services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also responsible for ensuring that the sub-contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to Service provider mentioned in this Agreement. Bank reserves the right to conduct independent audit in this regard.

11.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank shall have access to such records.

11.4 In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.

11.5 Service Provider shall provide subcontracting details to the Bank and if required, Bank may evaluate the same. Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.

11.6 The Bank reserves the right to ask Service Provider and Service provider shall change/ amend the clause(s) entered between Service Provider and Subcontractor for Bank's suitability.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 For any technology / software / product developed/used/supplied by Service provider for performing services or developing software for the Bank as part of this Agreement, service provider shall have right to use as well right to license for the



outsourced services or third party software development. Any license or IPR violation on the part of Service provider shall not put the Bank at risk.

- 12.2 Without the Bank's prior written approval, Service provider will not use or incorporate in performing the Services link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copyleft license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
- 12.3 Service Provider shall, at their own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringement of Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the technology / software / products or any part thereof in India or abroad, for software developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, Service provider shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.
- 12.4 Service provider shall expeditiously extinguish any such claims and shall have full rights to defend it there from.
- 12.5 The Bank will give notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim, and will at no time admit to any liability for or express any intent to settle the claim.
- 12.6 Service provider hereby grants the Bank a fully paid-up, irrevocable, exclusive license throughout the territory of India or abroad to access, replicate, modify and use software developed including its upgraded versions available during the term of this agreement by service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.
- 12.7 Software developed as part of this agreement can be put to use in all offices of State Bank of India/ its foreign office/its Associate Banks& subsidiaries.

13 INSTALLATION

Service provider will install the software/support the Bank in installation of the software developed into the Bank's production, Disaster Recovery, Testing and training environment.

14 INSPECTION AND AUDIT



- 14.1 It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the vendor shall submit such certification by such Auditors to the Bank. The vendor and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- 14.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
- 14.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

15 SECURITY AND CONFIDENTIALITY

- 15.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes



or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

- 15.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.
- 15.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement as per the format attached in the Annexure I provided by the Bank.
- 15.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.
- 15.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 15.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of



Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of this Agreement.

15.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

(i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.

(ii) Where any Confidential Information was disclosed after receiving the written consent of the other Party.

(iii) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.

(iv) Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.

15.8 Service provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project. Specific requirements will be shared upfront before the start of the work.

15.9 Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. Service provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software/ support.

15.10 The security aspect of the solution/software will be comprehensively reviewed periodically by the Bank, and Service provider shall carry out modifications / updates based on the security review recommendations on case to case basis.

15.11 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

15.12 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.



15.13 Upon expiration or termination of the Agreement and on all amounts as due and payable to Service provider under the Agreement having been received by service provider, all proprietary documents, software documentation, programs partially or wholly completed, or materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

16 OWNERSHIP

- 16.1 Service provider will provide source code for every version of the product/Software developed specifically for the Bank, without any cost to the Bank, and it will be treated as the Property of the Bank.
- 16.2 The source code /object code /executable code and compilation procedures of the software solution made under this agreement are the proprietary property of the Bank and as such Service provider shall make them available to the Bank after successful User Acceptance Testing.
- 16.3 Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- 16.4 Service provider shall ensure proper change management process covering Impact assessment, requirement and solution documents detailing changes made to the software for any work order, in addition to enabling the programmers identify and track the changes made to the source code. The source code will be delivered in appropriate version control tool maintained at the Bank's on site location.
- 16.5 Service provider shall adhere to revision control procedure of the Bank to maintain required documentation and configuration files as well as source code. Necessary backup and restoration of the revision control software related information will be handled by the Service team as per the approved backup policy of the Bank.
- 16.6 For each application developed by Service provider on SSCRS software, including third party software before the platform become operational, (service provider) shall deliver all documents to the Bank, which include coding standards, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, and other documents, if any, as per work order.



- 16.7 Service provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, details and documentation of all Product components, details and documentation of all dependent/ external modules and all documents relating to traceability of the software made under this agreement before its production release.
- 16.8 All software programs supplied/developed, program documentation, system documentation and testing methodologies along with all other information and documents (other than tools being proprietary to Service provider and used for customized software development shall be the exclusive property of the Bank.
- 16.9 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, the service provider shall hold All Intellectual Property rights in any pre-built software *per se* , except for those which have been assigned under this agreement.
- 16.10 All information processed by Service provider during software development, implementation & maintenance belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately. Failure to protect information may attract civil, criminal, or administrative penalties.

16---- SOURCE CODE ESCROW AGREEMENT²⁵

- 16.1 The Service Provider shall deposit the source code and everything required to independently maintain the software, to the source code escrow account and agrees to everything mentioned in ‘Annexure - H’
- 16.2 The Service provider shall deposit the latest version of source code in escrow account..... At regular intervals as mentioned in ‘Annexure H’

²⁵ This agreement is to be made wherein the ...service provider... has refused to give ownership over the Software. The user department has to delete inapplicable para.



16.3 The Bank shall have the right to get the source code released and will receive no opposition/hindrances from the escrow agent and Service provider under the following conditions:-

- (i) In the event wherein the Service provider has been declared Insolvent/Bankrupt.
- (ii) In the event wherein the(software) development project given to service provider has been cancelled.
- (iii) In the event wherein the Service provider has declared its expressed/written unwillingness to fulfill his contractual obligations.
- (iv).....
- (v).....

16.4 Service provider agree to bear the payment of fees due to the escrow agent.

16.5 The Escrow Agreement shall ipso-facto would get terminated on delivery of Source Code to either of the parties upon the terms & conditions mentioned in ‘Annexure - H’.

17 TERMINATION CLAUSE

17.1 The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, if service provider, at any time, by giving a written notice of at least(term of notice) fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if service provider fails to perform any other obligation(s) under the Agreement provided a cure period of not less than(term) is given to service provider to rectify the defects.

17.2 In the event the bank terminates the Agreement in whole or in part for the breaches attributable to the Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, software or services similar to those undelivered and service provider shall be liable to the Bank for any excess costs for such similar software or services. However, service provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

17.3 In the event of termination of the Agreement, service provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.



- 17.4 The Bank may at any time terminate the Agreement without giving written notice to Service provider, if Service provider becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to Service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank on payment to the Service Provider for the services rendered.
- 17.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 17.6 In the event of termination of the Agreement for material breach by service provider, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.
- 17.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment ;confidentiality obligation; Governing Law clause; Dispute resolution clause ; and any right which a Party may have under the Applicable Law.

18 DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

- 18.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.
- 18.2 If the parties are not able to solve them amicably, either party [SBI or service provider] shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.
- 18.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration



proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws.

18.4 Service provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

18.5 Arbitration proceeding shall be held at

18.6 (Place of Arbitration), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

18.7 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai (place) only.

18.8 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

19 POWERS TO VARY OR OMIT WORK

19.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent

19.2 them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement



documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

- 19.3 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

20 NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY

Neither any payment sign-off/payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time/possession taken by the Bank shall affect or prejudice the rights of the Bank against Service provider, or relieve Service provider of their obligations for the due performance of the Agreement, or be interpreted as approval of the work done, or create liability on the Bank to pay for alterations/ amendments/ variations, or discharge the liability of service provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which they are bound to indemnify Bank nor shall any such certificate nor the acceptance by them of any such paid on account or otherwise, affect or prejudice the rights of the Service provider, against the Bank.

21 LIMITATION OF LIABILITY

- 21.1 For breach of any obligation mentioned in this agreement, subject to clause 21.3, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total cost of the project.
- 21.2 Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.



21.3 The limitations set forth in Clauses 21.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause 12²⁶,
- (ii) damage(s) occasioned by the gross negligence or willful misconduct of Service Provider,
- (iii) damage(s) occasioned by Service Provider for breach of Clause 15²⁷,
- (iv) Loss/Damages suffered by the Bank due to Non-Compliance of Statutory or Regulatory Guidelines by Service Provider.
- (v) when a dispute is settled by the Court of Law in India.

22 FORCE MAJEURE

22.1 Any failure or delay by either parties in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party shall not be deemed as default.

22.2 If Force Majeure situation arises, the non-performing party shall promptly notify within..... (Term, in days) to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.3 If the Force Majeure situation continues beyond 30 days, the either parties shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However,(Service Provider) shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

23 NOTICES

23.1 Any notice or other communication under this Agreement given by either party to the other party shall be deemed properly given if in writing and;

²⁶ Please see Clause 12 'IPR Indemnification'

²⁷ Please see Clause 15 'Security and Confidentiality'



- i. When hand delivered during normal business hours of the recipient, acknowledgment taken.
- ii. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. A copy sent by registered mail/ first class courier, return receipt requested shall follow all fax notices, to any Fax number of Service provider's office at Mumbai, or any other place advised by Service provider to the Bank from time to time.
- iii. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

23.2 The Addresses for Communications to the parties are as under.

(a) In the case of the Bank

.....

(b) In case of service provider

.....

23.3 In case there is any change in the address of one party, it shall be communicated in writing to the other party with in **30** (days).

24 GENERAL TERMS & CONDITIONS

24.1 TRAINING: Service provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed services as mentioned in this agreement.

24.2 PUBLICITY: Service provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their



sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

- 24.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.
- 24.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.
- 24.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.
- 24.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.
- 24.7 ENTIRE AGREEMENT: This Agreement, including all Work orders, Exhibits, Annexures, RFP and other documents or communications incorporated herein, represents the entire agreement for the services of Application Security Testing Solution (description of software) covering Procurement, Implementation & Maintenance (short description of the service to be provided), between the parties and supplements all prior negotiations, understandings and agreements, written or oral, relating to the subject matter herein.
- 24.8 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 24.9 EFFECTIVE DATE: This Agreement shall be effective from the date mentioned at the beginning of this Agreement.
- 24.10 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.



24.11 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India

.....**Service Provider**

By:
Name:
Designation:
Date:

By:
Name:
Designation:
Date:

WITNESS:

1.

1.

2.

2.

ANNEXURE, SCHEDULE, ETC



ANNEXURE-A

DELIVERABLES/SCOPE OF WORK

1. Description of Deliverables:

Will be added as per the RFP Document and subsequent corrigendum

Licences Details

- License Model should be perpetual and on premise version
- 200 Concurrent Users Licenses
- The Service Provider should provide licensing details of Software / Database / Middleware / Operating System / Third Party Software etc.
- The Proposal should include all the Solution Components like application, database, middleware etc.

2. Specifications, Performance Standards, and Functional Requirements:

Will be added as the RFP Documents and subsequent corrigendum

2.1 'Service Provider' Undertakes and warrants to provide technical support with resolution time frame as per the matrix given below:

Severity	Description	Response Time	Resolution time
Critical	All the Technical problems which in the solution that are impacting the application availability for reasons solely attributable the Service Provider.	Immediate	1 Hours
High/Major	The issues where one or more components of the solution are not functioning. However if all the components of the application are not available, it will be treated as application down-time.	Immediate	1 Hours
Medium	Application integrations, plugins and other similar components.	1 hour	16 Hours
Low/Minor	Report generation and distribution, Sending alerts to the stakeholders.	1 Hour	1 Day



3. Documentation:

The service provider should provide the following documents to the Bank for every software including third party software before software/service becomes operational. The documents include:

- A. User manuals
- B. Installation manuals
- C. Operation manuals
- D. Design documents
- E. Process documents
- F. Technical manuals
- G. Functional specification
- H. Software requirement specification
- I. On-line tutorials
- J. System configuration documents
- K. System/database administrative documents
- L. Debugging/diagnostics documents
- M. Test procedures

4. Modifications to Scope Of License:

The service provider will arrange to provide the required number of users and/or server licences whenever required by the Bank. Further, the service provider will arrange for onsite support for additional period on demand. The offsite support will only start after the online support ends.



SERVICE METRIC

1.1 Service Measure or Service definitions

As per annexure "A" para 2.1.

1.2 Service level objective

As per annexure "A" para 2.1.

1.3 Service Window

The service of the application should be available Banks working days with 99.99% availability.

(a) Service metric for production support

Uptime Metric

The percentage uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total working hours in a month} - \text{downtime hours within the month}) * 100}{\text{Total working hours in a month}}$$

(A month is taken as a calendar month and number of days are actually number of days in each month)

If the service provider fails to maintain guaranteed uptime of 99% on quarterly basis, Bank shall impose penalty as mentioned below on slab basis.

Sl.No.	Availability in a quarter	Penalty (In Rs.) For each instance
1.	>= 99.99%	No Penalty
2.	>=99.0% And < 99.99%	2% of cost of Quarterly maintenance charges
3.	>=98.0% And < 99.0%	3% of cost of Quarterly maintenance charges
4.	< 98.0%	5% of cost of Quarterly maintenance charges

If the uptime is below 98.0%, the Bank shall have full right to terminate the contract with the service provider. The right of termination shall be in addition to the penalty as mentioned above. Uptime will be calculated on monthly basis.

The penalty may be recovered from project cost/AMC cost/BG as per discretion of the Bank, subject to a maximum 10% of total project cost.



1.4 Measurement Range/ service-level metric

<Kindly establish measurement criteria of the work that the agreement requires the provider to perform. This measurement is commonly expressed as percentage><Strike off which ever in not applicable>

Service- level object	Service level category	Service level time frame	Service level metric/measurement range
<Requirement>	<.....>	<Project or development life cycle +.....(warranty/per phase/rolling period)>	Low.... % High % Average.... %
Formula			
Measurement Interval			
Measurement Tool			

The percentage uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total working hours in a month} - \text{downtime working hours within the month}) * 100}{\text{Total hours in a month}}$$

(A month is taken as a calendar month and number of days is actually number of days in each month)

(b) Service metric for production support

Uptime Metric

SL no.	Service level category	Service level object	Service window	Measurement range/criteria
1.	<application uptime>	<requirement>	<including downtime requirement>	Measurement will be on(monthly/quarterly/half yearly/yearly)<strike off which even is not applicable>



1.5 Measurement Formula

< Kindly provide description of the mathematical formula used to measure the delivery of a service against the measurement range >

1.6 Data Sources

<Description of type and origin of data that will be collected, where and how it will be stored and who will be responsible >

Infrastructure Monitoring Tool and system statics.



INFRASTRUCTURE MANAGEMENT METRICS

(a) Service metric for Recovery Time objective (RTO)

SL no.	Service level category	Service level object	Measurement range/criteria
1.	RTO during disaster for shifting to DR Site	30 Minutes	Unavailability of the system to the end users. Time taken for switching to DR and resume operations.

(b) SLA for Recovery Point Objective

SL no.	Service level category	Service level object	Measurement range/criteria
1.	RPO during disaster for shifting to DR Site	RPO should be zero.	All Business data of the application

INFRASTRUCTURE SUPPORT METRICS

Activities		Severity	Response Time (mins)	Resolution Time (mins)	Measurement Criteria
Operational Task	Details				
Maintaining the Availability of O/S, Middleware and Application	Monitoring of infrastructure for all the components of application.	Level 1	15 Minutes	60 Minutes	Time between the request made and the resolution provided by the Support Team
	Backup including Data & File system	Level 1	15 Minutes	240 Minutes	
	Recovery of any services/data etc. on request.	Level 1	15 Minutes	60 Minutes	



Activities		Severity	Response Time (mins)	Resolution Time (mins)	Measurement Criteria
Operational Task	Details				
	Conduct regular BCP Exercise for the Solution.	Level 1	15 Minutes	240 Minutes	
Support to the Banks staff for activities related to the application on phone/email or any other solutions as per the banks setup.	Integration of new Platform for Application Security	Level 1	15 Minutes	2 Hrs in normal conditions, up to 2 Days in exceptional cases	
	Support for any technical issues in the application.	Level 1	15 Minutes	60 Minutes	
	Integration Solution with various compliance or security systems implemented (and introduced in future) in the Bank like Email, PIMS, SMS, SOC, SCD, Active Directory etc.	Level 1	15 Minutes	within 7 days	
Regulatory Requirements	Providing details that are required by regulators and compliance.	Level 2	15 Minutes	90 Minutes	
	Support for Audits as and when required by the Bank.	Level 2	15 Minutes	90 Minutes	

APPLICATION DEVELOPMENT & MAINTENANCE METRIC

Please refer to annexure "A" para 2.1 for correlation of the values tabulated below.

Impact Level	Description/Measure	Response Time	Resolution Time
Level 1	Low impact	2 hours	15 Days
Level 2	Medium impact	2 hours	7 days
Level 3	Highest impact	2 hours	2 days

Urgency Level	Description/Measure	Response time	Resolution time
Level 1	Low impact	2 hours	15 Days
Level 2	Medium impact	2 hours	7 days
Level 3	Highest impact	2 hours	2 days

<Priorities are to be filled in by the concerned dept. depending on the criticality of service>

		Urgency Level		
		Level 1	Level 2	Level 3
IMPACT	Level 1	Priority A	Priority B	Priority C
	Level 2	Priority A	Priority B	Priority C
	Level 3	Priority C	Priority D	Priority D
	Level 3	Priority C	Priority D	Priority D



ANNEXURE-E

SERVICE DESK SUPPORT METRIC <strike off if not applicable>

SL no.	Service level category	Service level object	Measurement range/criteria
1.	Call type level 1, <strike off which ever in not applicable>	<.....(requirement)/ call escalated by sbi service desk toservice provider’s team> <strike off which ever in not applicable>	<.....><to be filled in by the concerned dept. depending on the criticality of service>
	Call type level 12, <strike off which ever in not applicable>	<.....(requirement)/ call escalated by sbi service desk toservice provider’s team> <strike off which ever in not applicable>	<.....><to be filled in by the concerned dept. depending on the criticality of service>

SL no.	Service level category	Service level object	Measurement range/criteria
1.	Call type level 1,	As per annexure “A” para 2.1. Items under Severity: Critical	Response time
2.	Call type level 2,	As per annexure “A” para 2.1. Items under Severity: High/Major	Response time
3.	Call type level 3,	As per annexure “A” para 2.1. Items under Severity: medium	Response time
4.	Call type level 4,	As per annexure “A” para 2.1. Items under Severity: low/minor/very low/cosmetic	Response time



SERVICE LEVEL REPORTING/ FREQUENCY²⁸

Report Name	Interval	Recipient	Responsible
SLA Review Report	Quarterly	As directed by the Bank	Project Head of service provider.

SERVICE REVIEW MEETING²⁹ <strike off if not applicable>

Service Review meeting shall be held quarterly. The following comprise of the Service Review Board:

- Chairman, As directed by the Bank
- 2 members from the Bank's Team
- Project Manager from the service provider
- Minimum 2 members from the Support Team
- Any other special invitee by the Bank

²⁸The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

²⁹The purpose of this section to describe the frequency of meeting and composition of service review board.



ESCALATION MATRICS³⁰

Service level Category	Response/Resolution Time	Escalation thresholds			
		Escalation Level 1		Escalation.....	
		Escalation to	Escalation Mode	Escalation to	Escalation Mode
Production Support		<Name, designation contact no.>			
Service Milestones		<Name, designation contact no.>			
Infrastructure Management		<Name, designation contact no.>			
Application Development & Maintenance		<Name, designation contact no.>			
Service Desk Support		<Name, designation contact no.>			

³⁰ To ensure that the service beneficiary receives senior management attention on unresolved issues, the service provider operates a problem escalation procedure in order that any unresolved problems are notified to the service provider management personnel on a priority basis dependent upon the impact and urgency of the problem.



ANNEXURE-G**PENALTY FOR NON PERFORMANCE OF SLA**

Service level category	SLA Measure	Penalty Calculation
Application Up-time/ Downtime/ RTO/RPO <strike off whichever is not applicable>	A >= 99.99%	No Penalty
	99.99% < A <= 99.0%	2% of cost of Quarterly maintenance charges
	98.0% =< A < 99.0%	3% of cost of Quarterly maintenance charges
	A < 98.0%	5% of cost of Quarterly maintenance charges
Delivery Schedule	<i>3 working days after issue of Purchase Order</i>	No Penalty
Installation	<i>15 Working Days after issue of Purchase Order</i>	1% of implementation cost for delay of each working day
User Acceptance Testing & Security Review	<i>15 Working Days after successful installation</i>	No Penalty
Live in Production	7 working days after completion of UAT & Security Review	Rs. 5000 for delay of each working day.
Periodical training	1 Session - Immediate 1 Session – Every Quarter	No Penalty
Source Code	N A	
Non-availability of staff	Availability of on Banks Working Days and On Request	0.2% of Quarterly AMC Charges
Reports/	Delay in providing of any report > 1 working day	Penalty at an daily incremental rate of 0.5% of cost of Quarterly maintenance charges



PENALTY FOR EVERY ITEMS, Penalty at the rates given below:

Category of defect	Service Area	Penalty
Minor	As per annexure "A" para 2.1. Items under Severity: low/minor/very low/cosmetic	0.5% of cost of Quarterly maintenance charges
Medium	As per annexure "A" para 2.1. Items under Severity: medium	1% of cost of Quarterly maintenance charges
Major	As per annexure "A" para 2.1. Items under Severity: High/Major	1.5% of cost of Quarterly maintenance charges
Critical	As per annexure "A" para 2.1. Items under Severity: Critical	2% of cost of Quarterly maintenance charges

PENALTY FOR NON PERFORMANCE AT HELP DESK

Service Area	SLA measurement	Penalty % on billable amount for the specified activity		Calculate penalty on
		0 %	5% (for every 1% shortfall from the stipulated service level)	
Help Desk	Time taken for resolution of calls (99.9% of the calls should be resolved within the stipulated response time)	More than or equal to 99.9 % of service level	Less than 99.9 % of service level	



DATED.....DAY OF.....20...

ESCROW AGREEMENT

BETWEEN

[insert name of escrow agent]

("Escrow Agent")

-AND-

STATE BANK OF INDIA

("Principal")

-AND-

I[nsert name of supplier]

("Supplier")

[This Agreement is a DRAFT provided only for the purposes of furthering negotiations between the parties. The Department at their end may make changes/ customisation and updates depending upon individual contract/service.]

RECITALS:

This AGREEMENT dated.....day of..... is between *insert name of agent* ("Escrow Agent")

AND



State Bank of India (“Principal”)

AND

insert name of software owner (“Supplier”)

- A. WHEREAS Supplier has agreed vide agreement dated to license to the Principal the use of certain software.
- B. Supplier and principal have already entered into Annual Support and Maintenance services Agreement dated pursuant to the Software License Agreement for providing maintenance and support services in respect of the Software Applications on the terms and conditions set out therein.
- C. Supplier has agreed to deposit the “Source Code ” (as defined hereinafter) with the Escrow Agent for being made available to the principle on the occurrence/happening of any event of default as specified in this Software Escrow Agreement.
- D. The Supplier and the Principal have agreed to appoint an escrow agent and the Escrow Agent has agreed to act as escrow agent and to hold the Source Code to the Software on the following terms and conditions.

AGREED TERMS:

1. INTERPRETATION AND DEFINITIONS

1.1 In this Agreement unless the contrary is clearly intended:

- 1.1.1 “Licence Agreement” means the agreement between the Supplier and the Principal as mentioned in clause A;
- 1.1.2 “Commencement Date” means the date mentioned in the Recital of this agreement ;
- 1.1.3 “Escrow Fee” means the fee set out in clause 6 of this Agreement.;
- 1.1.4 “Software” means the software, including software tools, described in License Agreement;
- 1.1.5 “Source Code” means the Software, including software tools, expressed in human-readable language which is necessary for the understanding, maintaining, modifying, correcting and enhancing of the Software specified in License Agreement;
- 1.1.6 “Supporting Material” means all of the material and data developed and used in and for the purpose of creating the software including but not limited to compiled object code, tapes, operating manuals and other items listed in License Agreement or Master Service Agreement.



- 1.1.7 Other terms defined in the Agreement have the same meaning in this Agreement.
- 1.2 In this Agreement unless the contrary intention appears:
- 1.2.1 the Clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
 - 1.2.2 a cross reference to a Clause number is a reference to all its Sub-clauses;
 - 1.2.3 words in the singular number include the plural and vice versa;
 - 1.2.4 words importing a gender include any other gender;
 - 1.2.5 a reference to a person includes a partnership and a body, whether corporate or otherwise;
 - 1.2.6 a reference to a Part, Clause, Sub-clause or Paragraph in this Agreement is a reference to a Part, Clause, Sub-clause or Paragraph of this Agreement as the case may be, and a reference to a Part, Clause, Sub-clause or Paragraph in a Schedule or Annexure is a reference to a Part, Clause Sub-clause or Paragraph in the Schedule or Annexure unless expressed explicitly therein as referring to the Agreement;
 - 1.2.7 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
 - 1.2.8 monetary references are references to Indian currency;
 - 1.2.9 references to natural persons include corporations and vice versa; and
 - 1.2.10 The plural includes the singular and vice versa.
- 1.3 Where an obligation is imposed on a party under this Agreement, that obligation shall be deemed to include an obligation to ensure that no act, error or omission on the part of the party's employees, agents or sub-contractors or their employees or agents occurs which prevent the discharge of that party's obligation.

2. DURATION

This Agreement commences on the Commencement Date and continues until either the Source Code is released in accordance with this Agreement, or this Agreement is terminated under Clause 9.



3. APPOINTMENT OF ESCROW AGENT

The Escrow Agent is appointed jointly by the Principal and the Supplier to hold, retain and deal with the Source Code in accordance with the terms of this Escrow Agreement.

4. SUPPLIER'S OBLIGATIONS

4.1 The Supplier must deliver to the Escrow Agent³¹ copy of the Source Code, within³² days of the date of this Escrow Agreement.

4.2 Within³³ of the Supplier making any Upgrade or New Release in relation to the Software available to the Principal, the Supplier must deliver to and deposit with the Escrow Agent, one copy of the Source Code for that Upgrade or New Release (or where appropriate, the Source Code for the whole of the Software including that Upgrade or New Release.

4.3 If the Source Code is lost, stolen, damaged or destroyed after delivery to the Escrow Agent the Supplier must deliver another copy of the Source Code as soon as practicable after notification of the loss, theft, damage or destruction.

4.4 All copies of Source Code delivered to and deposited with the Escrow Agent must be clearly labelled with the name of the Supplier, the name of the Principal, a description of the Source Code (for example where Source Code for an Upgrade only is delivered) and the date.

4.5 The Supplier warrants that all Source Code delivered to and deposited with the Escrow Agent will be free from any virus or device which would prevent it being used for the understanding, maintaining, modifying, correcting or enhancing of the Software, or which would prevent or impede a thorough and effective verification of the Source Code.

4.6 The Supplier further warrants that all Source Code delivered to and deposited with the Escrow Agent will be an accurate and complete expression of the Software (in its then current version) in human readable language.

5. ESCROW AGENT'S OBLIGATIONS

5.1 The Escrow Agent must accept delivery of the Source Code on the date of delivery and hold the Source Code on trust, on the terms and conditions of this Agreement.

³¹ Please Specify number of copies required, Generally it is One(1) copy of source code.

³² Please specify the number of days.

³³ Please specify the number of days.



- 5.2 The Escrow Agent must take all necessary steps to ensure the preservation, care, maintenance, safe custody and security of the Source Code while it is in the possession, custody or control of the Escrow Agent, including storage and in a secure receptacle and in an atmosphere which does not harm the Source Code.
- 5.3 The Escrow Agent must provide written confirmation to both the Supplier and the Principal of all items deposited and released pursuant to this Agreement.
- 5.4 If the Source Code is lost, stolen, destroyed or damaged while it is in the possession, custody or control of the Escrow Agent, the Escrow Agent must:
- 5.4.1 immediately notify the Supplier and the Principal;
 - 5.4.2 at its own expense fully co-operate in the replacement of the lost, damaged or destroyed Source Code; and
 - 5.4.3 fully indemnify the Supplier and the Principal in respect of costs and expenses incurred as a result of such loss, damage or destruction.
- 5.5 The Escrow Agent is not obliged to determine the nature, completeness, or accuracy of any Source Code lodged with it.

6. ESCROW FEE AND EXPENSES

The Supplier must pay the Escrow Fee annually in advance, the first payment being due³⁴ days after the date of this Agreement and fees for subsequent years being due on each anniversary of the date of this Agreement. The annual Escrow Fee shall be Rs.....(*In words*)

7. TESTING AND VERIFICATION

- 7.1 The Principal may analyse and conduct such tests in relation to the Source Code as the Principal considers reasonably necessary, to verify that the Source Code deposited pursuant to this Agreement accords with the description of the Source Code in this Agreement or as represented by the Supplier.
- 7.2 The Principal may engage an independent assessor to undertake analysis and tests of the Source Code on the Principal's behalf.
- 7.3 The costs of the independent verification must be borne by the Principal, unless the verification demonstrates that the Source Code does not accord with its description

³⁴ Please specify number of days.



in this Agreement or with the Supplier's representations, in which case the costs of the independent verification must be borne by the Supplier.

7.4 The Supplier consents to the release of the Source Code to the Principal or the Principal's agent for the purposes of testing and verification under this clause.

8. RELEASE OF THE SOURCE CODE

8.1 The Escrow Agent must not release, or allow access to, the Source Code except in accordance with the provisions of this Agreement.

8.2 The Escrow Agent must release the Source Code to the Principal in not less than³⁵ business days after receipt of a written request signed by or on behalf of the Principal and accompanied by a Statutory Declaration by an officer of the Principal declaring that:

8.2.1 the Principal has the right to terminate the Agreement for breach by the Supplier; or

8.2.2 Supplier is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course, or files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against the Supplier which is not dismissed within 60 days thereafter; or

8.2.3 Supplier files a voluntary petition in bankruptcy or insolvency; or

8.2.4 Supplier discontinues business because of insolvency or bankruptcy, and no successor assumes Supplier's Software maintenance obligations or obligations mentioned in the License Agreement; or

8.2.5 Supplier has admitted in writing its inability to honour, due to reasons attributable to itself, its obligations under the Software Maintenance and Support Agreement or obligations mentioned in the License Agreement in respect of the Deposit Material; or

8.2.6 Supplier has expressed in writing its unwillingness to render due to the reasons attributable to itself any services to be required to rendered under the

³⁵ Please specify number of days.



Software Maintenance and Support Agreement or obligations mentioned in the License Agreement in respect of the Deposit Material; or

8.2.7 Supplier dissolves or ceases to function as a going concern or to conduct its operation in the normal course of business or intends and conveys its intention to do so.

8.2.8 Supplier/Owner (or its successor) defaults in its obligation to provide maintenance services (except when the Principal fails to pay maintenance fees under any agreement by virtue of which maintenance services to be provided is not in place, expires and is not renewed with in time) as required by the License Agreement, or any agreement by virtue of which maintenance services are to be provided, and fails to cure such default within two weeks after receiving written notice of the default from Principal. The notice must describe the default and the action which Principal believes is necessary to cure the default. If more than two weeks is reasonably required to complete the cure, Supplier/Owner (or its successor) shall have such additional time (not to exceed two months) as is reasonably needed, provided that Owner (or its successor) is diligent in completing the cure.

8.3 The Principal must provide a copy of the written request and accompanying a notice to the Supplier at the same time, and by the same method of delivery, as it is provided to the Escrow Agent.

8.4 The Escrow Agent must release the Source Code to the Supplier not later than(...) business days after receipt of a written request signed by or on behalf of the Supplier and accompanied by a Statutory Declaration by an officer of the Supplier declaring that the Supplier has terminated the Agreement for breach by the Principal.

8.5 The Supplier must provide a copy of the written request and accompanying approval letter from the Principal at the same time, and by the same method of delivery, as it is provided to the Escrow Agent.

8.6

8.7<any other condition may be added by the dept. at there end.>

9. TERMINATION



9.1 This Software Escrow Agreement shall remain in force until the termination/expiry of the Software License Agreement and / or the Software Maintenance & Support Agreement or unless terminated under the terms of this Software Escrow Agreement. Upon the termination or expiry of the Software License Agreement or the Software Maintenance & Support Agreement, this Software Escrow Agreement shall automatically stand terminated.

9.2 The Principal and the Supplier may jointly terminate this Agreement on (.....) days notice in writing to the Escrow Agent.

9.3 If this Agreement is terminated pursuant to this clause , the Escrow Agent must deal with the Source Code in accordance with written directions endorsed by both the Supplier and the Principal.

9.4 If this Agreement is terminated under this clause and the effective date of termination is other than an anniversary of the date of this Agreement, the Escrow Agent must within(...) days of the date of termination make a pro rata refund to the Principal of any Escrow Fees paid in advance.

10.CONFIDENTIALITY

10.1 No party shall, except as permitted by this Escrow Agreement, make public or disclose to any person any information about this Escrow Agreement or the Source Code.

10.2 The Escrow Agent must not reproduce the Source Code or cause it to be reproduced unless the Escrow Agent reasonably believes that reproduction of the Source Code is necessary to carry out the Escrow Agent's obligations under this Escrow Agreement.

10.3 The obligations under this clause shall survive the termination or expiry of this Escrow Agreement.

10.4 Escrow agent shall regard, preserve and keep as secret and confidential all the Source Code including Supporting Materials deposited under this Agreement. In maintaining confidentiality hereunder the Escrow agent agrees and warrants that it shall, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the supplier:



- I. Not disclose, transmit, reproduce or make available the Source Code including Supporting Materials or any part thereof to the Principal prior to the occurrence/happening of any of the events listed in this Agreement
- II. Not disclose, transmit, reproduce or make available the Source Code including Supporting Materials or any part thereof to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of holding, preserving, safe custody and security of the Source Code including Supporting Materials;
- III. use at least the same degree of care in safeguarding the Source Code including Supporting Materials as it uses for its own confidential documents and information of like importance and such degree of care shall be atleast that which is reasonably calculated to prevent such inadvertent disclosure;
- IV. keep the Source Code including Supporting Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party;
- V. bind each of its directors, partners, advisers, agents or employees so involved to hold, preserve and protect the Source Code including Supporting Materials in the manner prescribed in this Agreement;
- VI. upon discovery of any disclosure or suspected disclosure of the Source Code including Supporting Materials, to promptly inform the supplier and the principal of such disclosure in writing and immediately return to the principal all the Source Code including Supporting Materials, including any and all copies thereof.

11.INSURANCE

11.1 The Escrow Agent must, be insured in respect of potential liability, loss or damage arising at common law or under any statute in respect of claims for property damage, personal injury, public liability and professional indemnity relevant to the performance of the Escrow Agent's obligations pursuant to this Agreement.

11.2 The Escrow Agent must produce evidence on demand, to the satisfaction of the Licensee or Licensor as the case may be, of the insurance effected and maintained in accordance with this clause.

12.INDEMNITY



12.1 Escrow Agent agrees and undertakes to indemnify and hold the Supplier and Principal harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result by reason of any breach, failure, delay, impropriety or irregularity on its part to observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement, and to defend, at its own expense any suits, action, claim, litigation or other proceedings brought against any party and/or its directors, officers, agents, servants, affiliates, and employees, or any of them, on account thereof, and to pay all expenses and satisfy all judgments which may be incurred by or rendered against them in connection therewith.

12.2 The Escrow Agent indemnifies the other parties against any action, claim or demand by the Escrow Agent's servants, employees or agents or their personal representatives or dependents arising out of the performance of this Agreement.

13.COMPLIANCE WITH LAWS

The Escrow Agent must comply with the provisions of any relevant Statutes, Regulations, By-Laws and the requirements of any Central, State or local authority in carrying out its obligations under this Agreement.

14.DISPUTE RESOLUTION & APPLICABLE LAW

14.1 In the event of any dispute between the Parties relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one month, then any disputing Party may thereafter submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the Indian Arbitration and Conciliation Act, 1996. Any arbitration, whether involving Escrow agent or not shall be conducted in³⁶India. The language of arbitration shall be English. The institution of any arbitration proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they shall comply with such decision in good faith.

14.2 This Agreement is governed by and must be construed in accordance with the laws from time to time in force in the Union of India and the parties agree that the courts

³⁶ Please specify the place of arbitration.



of laws at mumbai have jurisdiction to entertain any action in respect of, or arising out of this Agreement.

15. FORCE MAJEURE.

Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.

16. AUDIT RIGHTS:

At the Principal's written request, but not more frequently than annually, Escrow agent shall furnish the Principal and Supplier with a written certificate signed by its authorized representative certifying that Escrow agent is in full compliance with the terms of this Agreement. The Supplier and Principal reserves the right to audit Escrow agent's activities with regard to the Source Code including Supporting Materials no more than twice annually at their own expense. The Principal and Supplier shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hours at Escrow agent's facilities and shall not unreasonably interfere with the Escrow agent's business activities.

17. VARIATION AND WAIVER

17.1 No variation of this Agreement is binding unless it is in writing and signed by all parties.

17.2 No right under this Agreement is waived or deemed to be waived except by notice in writing signed by the party having the benefit of that right.

17.3 A waiver by one party of a breach of a provision of this Agreement does not constitute a waiver in respect of any other breach of the same or any other provision of this Agreement.

17.4 No forbearance, delay or indulgence granted by one party to another will be construed as a waiver of the first party's rights under this Agreement.



18.ASSIGNMENT AND SUB-CONTRACT

18.1 Neither the Principal nor the Supplier may assign their rights under this Agreement without the prior written consent of the other.

18.2 The Escrow Agent may not assign its rights nor subcontract its obligations under this Agreement without the prior written consent of the Supplier and the Principal.

19.SEVERABILITY

If any provision of this Agreement is held invalid, unenforceable or illegal, the offending provision shall be severed from this Agreement and the remaining parts of this Agreement remain in full force and effect.

20.NOTICES

20.1 Notices must be in writing, signed by or on behalf of the party giving notice, sent to the addresses mentioned below

.....
.....
.....
..... (Escrow Agent)

.....
.....
.....
.....(Principal)

.....
.....
.....
.....(Supplier)

and:

20.1.1 delivered by hand (in which case the notice is deemed to have been received upon delivery);



- 20.1.2 sent by pre-paid ordinary post (in which case the notice is deemed to have been received three (3) business days after posting); or
- 20.1.3 sent by facsimile (in which case the notice is deemed to have been received upon receipt by the sender of confirmation of successful transmission).
- 20.1.4 A party may change its address for service of notices by written notice to the other parties.

Agreed to and accepted by:

..... (“supplier”)

..... (“Escrow Agent”)

By (signature): _____

By (signature): _____

Name: _____

Name : _____

Title: _____

Title: _____

Email: _____

Email: _____

State Bank of India (“Principal”)

By (signature): _____

Name of Department: _____

Title: _____

Email: _____



NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Mumbai between:

_____ constituted under the _____ Act, _____ having its Corporate Centre at _____ (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as “_____” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **Confidential Information and Confidential Materials :**

- (a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential



Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - (1) the statutory auditors of the Customer and
 - (2) regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.



- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - a. Suspension of access privileges
 - b. Change of personnel assigned to the job
 - c. Financial liability for actual, consequential or incidental damages
 - d. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's



Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.

- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.

5. **Suggestions and Feedback**

- (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ 2012 at _____



(month)

(place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		



Transition Plan

(Annexure J)

1. Introduction

1.1 This Annexure describes the duties and responsibilities of the SERVICE PROVIDER and the STATE BANK OF INDIA to ensure proper transition of services and to ensure complete knowledge transfer.

2. Objectives

2.1 The objectives of this annexure are to:

- (1) ensure a smooth transition of Services from the SERVICE PROVIDER to a New/Replacement SERVICE PROVIDER or back to the STATE BANK OF INDIA at the termination or expiry of this Agreement;
- (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
- (3) ensure that all relevant Assets are transferred.

3. General

3.1 Where the STATE BANK OF INDIA intends to continue equivalent or substantially similar services to the Services provided by the SERVICE PROVIDER after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, the SERVICE PROVIDER shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the STATE BANK OF INDIA or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.....

3.2 The SERVICE PROVIDER shall co-operate fully with the STATE BANK OF INDIA and any potential Replacement SERVICE PROVIDERs tendering for any Ser-



vices, including the transfer of responsibility for the provision of the Services previously performed by the SERVICE PROVIDER to be achieved with the minimum of disruption. In particular:

3.2.1 during any procurement process initiated by the STATE BANK OF INDIA and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, the SERVICE PROVIDER shall comply with all reasonable requests by the STATE BANK OF INDIA to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the STATE BANK OF INDIA and procedures used by the SERVICE PROVIDER for handling Data) reasonably necessary to achieve an effective transition, provided that:

3.2.1.1 the SERVICE PROVIDER shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of the SERVICE PROVIDER to any such party;

3.2.1.2 the SERVICE PROVIDER shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and

3.2.1.3 whilst supplying information as contemplated in this paragraph 3.2.1 the SERVICE PROVIDER shall provide sufficient information to comply with the reasonable requests of the STATE BANK OF INDIA to enable an effective tendering process to take place but shall not be required to provide information or material which the SERVICE PROVIDER may not disclose as a matter of law.

3.3 In assisting the STATE BANK OF INDIA and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:

(1) where the SERVICE PROVIDER does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, the SERVICE PROVIDER shall make no additional Charges. The



STATE BANK OF INDIA may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the STATE BANK OF INDIA agrees in advance that such redeployment will prevent the SERVICE PROVIDER from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the STATE BANK OF INDIA, the STATE BANK OF INDIA shall not be entitled to claim any penalty or liquidated damages for the same.

- (2) where any support and materials necessary to undertake the transfer work or any costs incurred by the SERVICE PROVIDER are additional to those in place as part of the proper provision of the Services the STATE BANK OF INDIA shall pay the SERVICE PROVIDER for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the STATE BANK OF INDIA in as described in

3.4 If so required by the STATE BANK OF INDIA, on the provision of no less than month's notice in writing, the SERVICE PROVIDER shall continue to provide the Services or an agreed part of the Services for a period not less thanmonth and not exceeding months beyond the date of termination or expiry of the Agreement. In such event the STATE BANK OF INDIA shall reimburse the SERVICE PROVIDER for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:

- (1) materials and other costs will be charged at a reasonable price which shall be agreed between the Parties; and/or
- (2) any other fees agreed between the Parties at the time of termination or expiry.

3.5 The SERVICE PROVIDER shall provide to the STATE BANK OF INDIA an analysis of the Services to the extent reasonably necessary to enable the STATE BANK OF INDIA to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the STATE BANK OF INDIA as part of the performance monitoring regime.



3.6 The SERVICE PROVIDER shall provide such information as the STATE BANK OF INDIA reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.

3.7 the SERVICE PROVIDER shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the STATE BANK OF INDIA shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

3.8 The SERVICE PROVIDER shall co-operate with the STATE BANK OF INDIA during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by the SERVICE PROVIDER for the STATE BANK OF INDIA, including the configurations set up for the STATE BANK OF INDIA and any and all information to be provided by the SERVICE PROVIDER to the STATE BANK OF INDIA under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

4. Replacement SERVICE PROVIDER

4.1 In the event that the Services are to be transferred to a Replacement SERVICE PROVIDER, the STATE BANK OF INDIA will use reasonable endeavours to ensure that the Replacement SERVICE PROVIDER co-operates with the SERVICE PROVIDER during the handover of the Services.

5. Subcontractors

5.1 The SERVICE PROVIDER agrees to provide the STATE BANK OF INDIA with details of the Subcontracts used in the provision of the Services. The SERVICE



PROVIDER will not restrain or hinder its Subcontractors from entering into agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.

6. Transfer of Configuration Management Database

6.1 months prior to expiry or within week's notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

7. Transfer of Assets

7.1months prior to expiry or within..... week of notice of termination of the Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA the Asset Register comprising:

- (1) a list of all Assets eligible for transfer to the STATE BANK OF INDIA; and
- (2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.

7.2 Withinmonth of receiving the Asset Register as described above, the STATE BANK OF INDIA shall notify the SERVICE PROVIDER of the Assets it requires to be transferred, (the "Required Assets"), and the STATE BANK OF INDIA and the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan for the Asset transfer.

7.3 In the event that the Required Assets are not located on STATE BANK OF INDIA premises:

- (1) the SERVICE PROVIDER shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the STATE BANK OF INDIA or its authorised representative by the date agreed for this;
- (2) any charges levied by the SERVICE PROVIDER for the Required Assets not owned by the STATE BANK OF INDIA shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and



(3) for the avoidance of doubt, the STATE BANK OF INDIA will not be responsible for the Assets.

7.4 The SERVICE PROVIDER warrants that the Required Assets and any components thereof transferred to the STATE BANK OF INDIA or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

8. Transfer of Software Licenses

8.1 months prior to expiry or within week's notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA all licences for Software used in the provision of Services which were purchased by the STATE BANK OF INDIA.

8.2 On notice of termination of this Agreement the SERVICE PROVIDER shall, within week of such notice, deliver to the STATE BANK OF INDIA details of all licences for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the STATE BANK OF INDIA shall be responsible for any costs incurred in the transfer of licences from the SERVICE PROVIDER to the STATE BANK OF INDIA or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

8.3 Within month of receiving the software licence information as described above, the STATE BANK OF INDIA shall notify the SERVICE PROVIDER of the licences it wishes to be transferred, and the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan for licence transfer, covering novation of agreements with relevant software providers, as required. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

9. Transfer of Software

9.1 Wherein State Bank of India is the owner of the software, months prior to expiry or within weeks' notice of termination of this Agreement the SERVICE PROVIDER shall deliver, or otherwise certify in writing that it has delivered,



to the STATE BANK OF INDIA a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to:

- (a) Source Code (with source tree) and associated documentation;
- (b) application architecture documentation and diagrams;
- (c) release documentation for functional, technical and interface specifications;
- (d) a plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and code 'walk-through');
- (e) Source Code and supporting documentation for testing framework tool and performance tool;
- (f) test director database;
- (g) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

10. Transfer of Documentation

10.1 months prior to expiry or within weeks' notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined inAnnexure.....

11. Transfer of Service Management Process

11.1 months prior to expiry or within weeks' notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA:

- (a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
- (b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
 - (1) Incidents;
 - (2) Problems;
 - (3) Service Requests;
 - (4) Changes;



- (5) Service Level reporting data;
- (c) a list and topology of all tools and products associated with the provision of the Softwares and the Services;
- (d) full content of software builds and server configuration details for software deployment and management; and
- (e) monitoring software tools and configuration.

12. Transfer of Knowledge Base

12.1 months prior to expiry or within weeks notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which the SERVICE PROVIDER may not disclose as a matter of law.

13. Transfer of Service Structure

13.1 months prior to expiry or within week's notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date version of the following, as a minimum:

- (a) archive of records including:
 - (1) Questionnaire Packs;
 - (2) project plans and sign off;
 - (3) Acceptance Criteria; and
 - (4) Post Implementation Reviews.
- (b) programme plan of all work in progress currently accepted and those in progress;
- (c) latest version of documentation set;
- (d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;
- (e) Source Code, application architecture documentation/diagram and other documentation;
- (f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and



- (g) project plan and resource required to hand Service Structure capability over to the new team.

14. Transfer of Data

14.1 In the event of expiry or termination of this Agreement the SERVICE PROVIDER shall cease to use the STATE BANK OF INDIA Data and, at the request of the STATE BANK OF INDIA, shall destroy all such copies of the STATE BANK OF INDIA Data then in its possession to the extent specified by the STATE BANK OF INDIA.

14.2 Except where, pursuant to paragraph 14.1 above, the STATE BANK OF INDIA has instructed the SERVICE PROVIDER to destroy such STATE BANK OF INDIA Data as is held and controlled by the SERVICE PROVIDER, months prior to expiry or within month of termination of this Agreement, the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA:

- (1) An inventory of the STATE BANK OF INDIA Data held and controlled by the SERVICE PROVIDER, plus any other data required to support the Services; and/or
- (2) a draft plan for the transfer of the STATE BANK OF INDIA Data held and controlled by the SERVICE PROVIDER and any other available data to be transferred.

15. Training Services on Transfer

15.1 The SERVICE PROVIDER shall comply with the STATE BANK OF INDIA's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by the SERVICE PROVIDER.

15.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.

15.3 Subject to paragraph 15.2 above, the SERVICE PROVIDER shall produce for the STATE BANK OF INDIA's consideration and approval months prior to expiry or within Working Days of issue of notice of termination:

- (1) A training strategy, which details the required courses and their objectives;
- (2) Training materials (including assessment criteria); and



- (3) a training plan of the required training events.
- 15.4 Subject to paragraph 15.2 above, the SERVICE PROVIDER shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the STATE BANK OF INDIA.
- 15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at STATE BANK OF INDIA'sPremises, at such times, during business hours as STATE BANK OF INDIA may reasonably request. Each training course will last forhours. STATE BANK OF INDIA may enroll up to of its staff or employees of the new/replacement service provider in any training course, and the SERVICE PROVIDER shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than Years of experience in operating software system. SERVICE PROVIDER shall provide the training without any additional charges.

16. Transfer Support Activities

- 16.1 months prior to expiry or withinWorking Days of issue of notice of termination, the SERVICE PROVIDER shall assist the STATE BANK OF INDIA or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the STATE BANK OF INDIA, as the case may be.
- 16.2 The exit transition plan shall be in a format to be agreed with the STATE BANK OF INDIA and shall include, but not be limited to:
- (1) a timetable of events;
 - (2) resources;
 - (3) assumptions;
 - (4) activities;
 - (5) responsibilities; and
 - (6) risks.
- 16.3 The SERVICE PROVIDER shall supply to the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER specific materials including but not limited to:



- (a) Change Request log;
- (b) entire back-up history; and
- (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of the SERVICE PROVIDER which are used for project management purposes generally within the SERVICE PROVIDER's business.

16.4 The SERVICE PROVIDER shall supply to the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.

16.5 On the date of expiry the SERVICE PROVIDER shall provide to the STATE BANK OF INDIA refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.

16.6 The SERVICE PROVIDER shall provide to the STATE BANK OF INDIA or to any Replacement SERVICE PROVIDER withinWorking Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by the SERVICE PROVIDER during the months prior to the date of expiry or termination.

16.7 The SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

17. Use of STATE BANK OF INDIA Premises

17.1 Prior to expiry or on notice of termination of this Agreement, the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan specifying the necessary steps to be taken by both the SERVICE PROVIDER and the STATE BANK OF INDIA to ensure that the STATE BANK OF INDIA's Premises are vacated by the SERVICE PROVIDER.

17.2 Unless otherwise agreed, the SERVICE PROVIDER shall be responsible for all costs associated with the SERVICE PROVIDER's vacation of the STATE BANK OF INDIA's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the STATE BANK OF INDIA Premises to their original condition (subject to a reasonable allowance for wear and tear).



IN WITNESS WHEREOF, the parties hereto have caused this annexure to be executed by their duly authorized representatives as ofday of

State Bank of India

Service Provider

By:

By:

Name:

Name:

Designation:

Designation:

Date:

Date:

WITNESS:

1.

1.

2.

2.

