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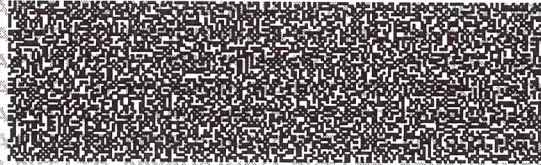
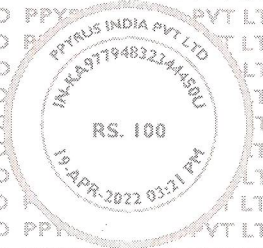
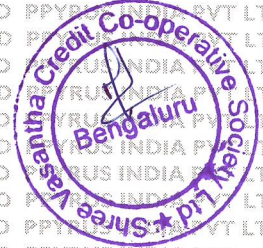
Government of Karnataka

Rs. 100

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 Certificate Issued Date : 19-Apr-2022 03:21 PM  
 Account Reference : NONACC (FI)/ kacrsfl08/ R T NAGAR/ KA-BA  
 Unique Doc. Reference : SUBIN-KAKACRSFL0825837581390477U  
 Purchased by : PPYRUS INDIA PVT LTD  
 Description of Document : Article 5(J) Agreement (In any other cases)  
 Property Description : MANAGED EXAM SERVICES AGREEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : PPYRUS INDIA PVT LTD  
 Second Party : REVA UNIVERSITY  
 Stamp Duty Paid By : PPYRUS INDIA PVT LTD  
 Stamp Duty Amount (Rs.) : 100  
 (One Hundred only)

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Please write or type below this line

MASTER SERVICES AGREEMENT FOR DIGITAL EXAM SERVICES

This Master Services Agreement (MSA) is made at BENGALURU on the Twenty Second day of April, Two thousand and twenty two (22/04/2022),

BY AND BETWEEN

*Signature*

Vice-Chancellor

REVA University, Rukmini Knowledge Park

Statutory Alert:

Kattinohalli, Yalahanka, Bengaluru-560 084

1. The authenticity of this stamp certificate should be verified at [www.shcestamp.com](http://www.shcestamp.com) or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.





**REVA University** (also known as "Rukmini Educational & Charitable Trust"), a State Private University registered under Section 3 of the University Grants Commission (UGC) Act 1956, located at "Rukmini Knowledge Park, Kattigenahalli, Yelahanka, Bangalore 560064, Karnataka, India" (hereinafter referred to as "**REVA**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), represented by **Dr. Dhanamjaya, Vice Chancellor, Reva University**, of the **FIRST** Part;

**AND**

**PPYRUS INDIA PVT. LTD.**, a company incorporated under the Companies Act, 1956 and subsisting under the Companies Act, 2013, having its registered office at "IIT Madras Research Park, B6, 6th Floor, Kanagam Road, Taramani, Chennai 600113, Tamil Nadu, INDIA", through its **Director, Mr. Srikanth Ganesan** (hereinafter referred to as "**Ppyrus**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **OTHER** Part.

**REVA** and **Ppyrus** shall hereinafter be referred to collectively as "**Parties**" and individually as "**Party**".

**WHEREAS:**

1. **REVA** is an University established under the Government of Karnataka Act 80 of the year 2012 and notified in the Karnataka gazette dated 7th February 2013. **REVA** aspires to be an innovative university by developing excellent human resources with leadership qualities, ethical and moral values, research culture and innovative skills through higher education of global standards. It has a certified campus at "Rukmini Knowledge Park, Kattigenahalli, Yelahanka, Bangalore 560064, Karnataka".
2. **Ppyrus**, a subsidiary of "**Littlemore Innovation Labs Pte Ltd**", Singapore, is an educational technology company offering **DigiTaal** based Paperless Digital Exam services (hereinafter referred to as "**PDES**") through Littlemore's Exam Suite (hereinafter referred to as "**LM Exam Suite**"), a pioneering product for digital objective and descriptive examinations. **Littlemore Innovation Labs Pte Ltd**, a company incorporated in the Republic of Singapore, having its registered office at "07-08, Jit Poh building, 19 Keppel Road, Singapore 089058" (hereinafter referred to as "**Littlemore**"). **Littlemore** has built a technology driven examination ecosystem to improve the efficiency and effectiveness of exams, which includes **PDES**, and **Ppyrus** has the exclusive licensee to sell and utilize all LM Exam Suite solutions in India. **Littlemore** reserves the right to make any changes to the trademark name of its products, solutions, and services, and will keep **REVA** informed in case of such changes.
3. **REVA** is desirous of procuring **PDES** from **Ppyrus**.
4. **Ppyrus** has represented that it has necessary secured infrastructure, expertise, skills, manpower to provide digital descriptive examination product and services
5. Based on the above representation of **Ppyrus**, **REVA** has agreed to appoint to **Ppyrus**. **Ppyrus** has the legal right and full power and authority to enter and perform this Agreement and any other documents to be executed by it pursuant to or in connection with this Agreement.
6. Parties hereof are desirous of entering into an agreement in pursuance of the above.



— Vice-Chancellor

**REVA University, Rukmini Knowledge Park**  
Kattigenahalli, Yelahanka, Bengaluru-560 064



NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. **Definitions:**

- 1.1. **Definition.** In this Agreement (including the Recitals above and the Annexures hereto), except where the context otherwise requires, the following words and expressions shall have the following meanings:
- 1.1.1 **"Agreement"** means this Master Service Agreement, together with its Annexes as amended, supplemented or replaced or otherwise modified, from time to time, in accordance with the terms herein.
- 1.1.2 **"Business day"** means any day other than a Sunday or a public holiday in India.
- 1.1.3 **"Confidential Information"** means all information regarding either Party and the concept of the products and services as described herein that the other Party acquires or gains during the currency of this Agreement or that has been provided to the other Party specifically by either Party or any employee/ representative of the Ppyrus or by any person engaged by either Party in connection with the use of the products of Ppyrus. "Confidential Information" means the terms of this Agreement and any of the non-public information whether relating to the parties respective past, present or future business activities and including, without limitation, any information relating to the examination, employees, students information, pricing, methods, processes, financial data, apparatus, statistics, programs, research, development, telecommunications or related information and/or the results of the provision of the products or services under this Agreement.
- 1.1.4 **"Effective Date"** means the date mentioned in clause 3.1.
- 1.1.5 **"Force Majeure Event"** shall have the meaning ascribed to that term in clause 20 below.
- 1.1.6 **"IP Rights"** mean any and all copyright, trademark, patent, rights in know-how and other intellectual or proprietary rights, title and interests, world-wide, whether vested, contingent or future, including without limitation to all economic rights and all rights to reproduce, fix, adapt, modify, translate, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- 1.1.7 **"Person"** means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.
- 1.1.8 **"Territory"** means and includes India.
- 1.1.9 **"Unauthorized Access"** means any access or unauthorized intrusion or disruption to the ExamCloud, except for the exclusive purpose of (i) using the ExamCloud, in accordance with the Documentation and this Agreement; (ii) demonstrating the performance, utility and functions of the ExamCloud by

  
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authorized representatives of either Party; or (iii) training employees or authorized representatives of REVA in the use of the ExamCloud.

1.1.10 "**PDES**" means providing examination services through a custom-built device for conducting digital based objective and descriptive type handwritten exams. It is a unique proprietary solution developed by **Littlemore** to conduct and administer paperless, digital examinations "on campus" through **DigiTaal** devices

1.1.11 "**DigiTaal devices**" means a unique proprietary technology device designed, developed and manufactured by **Littlemore** for providing online, digital, paperless examination services on campus. These "tablet" kind of device can be used by the students to read, write, draw while answering the question paper during the examination. Later, these answer sheet data are digitally stored and available for online assessment of the student.

1.1.12 "**SaaS**" means Software as a service. It is a way of delivering applications over the Internet, instead of installing and maintaining software, it is simply accessed via the Internet, freeing the user from complex software and hardware management.

## 2. AGREEMENT OF THE PARTIES

The Parties agree that:

- 2.1. **REVA** has appointed **Ppyrus** to avail the **PDES** on DigiTaal exam writing & proctor devices (including standbys) for use by **REVA** students.
- 2.2. **Ppyrus** shall provide **PDES** to all identified examinations in a paperless digital mode of exam delivery "on campus", as per the exam schedule announced from time to time, for the duration of the contract period specified in this Agreement, under a "Managed Paperless Digital Exam Services" model of service delivery.
- 2.3. **Ppyrus** represents and warrants that the execution, delivery and performance of this Agreement shall not:
  - a) Violate any provision of the constitutional documents including laws of India.
  - b) Conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute)
  - c) A default under any agreement to which **Ppyrus** is a party or by which it is bound.
  - d) Violate any lien, court order, judgement, injunction, award, decree, writ or any other restriction of any kind against, or binding upon, **Ppyrus** upon its properties or business
  - e) Violate any Law or regulation applicable to **PDES** contemplated under this Agreement.
  - f) Violate any third-party intellectual property rights.
  - g) Provide any information to **REVA** which is in breach or violation of the Confidentiality or any other third-party obligation of the **Ppyrus** under any agreement, arrangement, or contract with any third party.
- 2.4. **Ppyrus** hereby confirms that they have complied with all laws, regulations, orders, etc., pertaining to carrying-out **PDES** business in India.

## 3. COMMENCEMENT OF AGREEMENT

- 3.1. This Agreement shall commence on **22<sup>nd</sup> April 2022** (hereinafter referred as the "Effective Date").

  
- Vice-Chancellor  
REVA University, Rukmini Knowledge Park  
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#### 4. DURATION OF AGREEMENT

- 4.1. This agreement will be valid for a period of **5 Academic years** from the Effective date.
- 4.2. If **REVA** wishes to extend the services after this agreement period under special circumstances, to avoid any academic disturbances, the same may be extended not exceeding three (3) months by mutual consent of both parties in writing and with the approval of the competent authority of **REVA**
- 4.3. **REVA** hereby appoints **Ppyrus** to provide the Services on an exclusive basis, upon the terms and conditions set out in this Agreement. Accordingly, **REVA** expressly agrees that they shall not avail, from any other third-party, services for on campus paperless digital examination, being agreed upon to be provided by **Ppyrus** for the exams advocated by **REVA** during the term of this Agreement.

#### 5. IDENTIFICATION OF INSTITUTIONS AND COURSES FOR PDES

- 5.1. **REVA** will depute a Single Point of Contact (SPOC), preferably from the Controller of Examinations Team (hereafter referred to as CoE Team), to be a one point of contact for **Ppyrus** for all planning and execution activities pertaining to **PDES** provided under this Agreement.
- 5.2. **Ppyrus** will depute one Program Manager (PM), who will be responsible for all activities pertaining to the deliverables from **Ppyrus**, for the smooth delivery of the scheduled Examinations, under the scope of this Agreement.
- 5.3. The SPOC will be responsible for the activity of identifying the Institutions and Programs, which are to be brought under the scope of this Agreement. This activity of adding new Institutions or Courses for the provision of **PDES** will have to be carried out, with at least 15 days prior intimation to the PM, to effectively plan and organize the training schedule. The final decision on the Institutions/ Courses to be selected will be taken based on mutual agreement between the parties.

#### 6. SCOPE OF WORK, RESPONSIBILITIES AND TERMS OF AGREEMENT

- 6.1. **Ppyrus** will bring in all required infrastructure\* to ensure smooth delivery of the scheduled exams under **PDES**. (\*Infrastructure includes the number of Writer Devices + All accessories required for the conduct of **PDES**).
- 6.2. The exam calendar will be optimized to increase the utilization of the deployed devices. This activity of optimization of the exam calendar and obtaining concurrence from respective institutions/ departments for the same will be managed by the **REVA** Team. **Ppyrus** will provide the required templates and assistance for carrying out this activity.
- 6.3. The PM deputed by **Ppyrus**, will coordinate with the SPOC and ensure adequate training will be provided to all users of the system, viz., Students, Faculty members and office staff.
- 6.4. **Ppyrus** shall not be held responsible for any delay for conducting the examination due to lack of specified infrastructure to be provided at the examination centres enlisted by **REVA**.



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- 6.5. **Ppyrus** will provide the following as part of the service offering:
- Provide an instance of the ExamCloud, as a SaaS offering to **REVA**
  - Configure the Institution and create the key Authorised Users on the ExamCloud as a one-time activity.
  - Provide two (2) technical support staff on-site for all the exam events only.
  - Provide any technical assistance and support over phone, email, chat box or any other off-site mode, as agreed between **Ppyrus** and **REVA** during all exam events.
- 6.6. **REVA** will be responsible for the following activities:
- The Authorised personnel of **REVA** who have been trained by **Ppyrus**, will be responsible for and will carry out the exam administration activities, within the agreed upon timelines.
  - Ppyrus** will not have access to any such exam data and will not provide any assistance that involves handling of **REVA's** confidential exam information.
  - REVA** will provide all the authentic pre-exam setup information, as required by **Ppyrus** in the format given by **Ppyrus**, within the agreed timelines.
  - REVA** will ensure that the systems provided to their faculty and staff, adhere to the minimum system requirements, as intimated by **Ppyrus**, in writing.
- 6.7. **Ppyrus** will be responsible for providing warranty support & maintenance of the DigiTaal devices deployed at **REVA**.
- 6.8. To optimize the deployment of DigiTaal devices, **REVA** will identify and designate exam halls for students/ exams to take up their exams and finalise the calendar of exams in co-ordination with **Ppyrus**. All exams will be conducted within one building within the campus, viz., Vishveshwariah Block, in order to optimise the exam administration activities.
- 6.9. **REVA** will provide adequate workspace for **Ppyrus** personnel and storage space for storing the devices, as well as a dedicated and secure location for charging and other technical works as may be required, at the identified examination centres.
- 6.10. TRAINING, HANDOVER & SUPPORT
- Ppyrus** will provide adequate remote online training to IT/ Exams Administration staff and Faculty members, to help them carry out all the activities on LM Exam Suite, and to enable them to conduct the full cycle of exams subsequently.
  - IT/ Exam Administrators Training: **Ppyrus** will provide one session of free training to IT and Exam Administrators deputed by **REVA** for this project.
  - Faculty and Staff Training: **Ppyrus** will provide one session of free annual training for faculty members on mutually agreed dates. In addition, **Ppyrus** will provide thorough training to a few designated faculty members designated by **REVA** as 'Master Trainers'. These Master trainers will then be responsible for training/ handholding all other Faculty members as and when required.

  
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- d) Any additional online Training sessions, if required, can be scheduled on date as mutually agreed upon, and will be charged at Rs.15,000/- per day (plus taxes & levies, as applicable).
- e) The handover of roles & responsibilities will have to be completed at least 15 days prior to the first exam event after signing of the MSA.
- f) **Ppyrus** will train the designated staff and administrator for the following key activities on LM ExamCloud:
- I. Creation of Master data on LM ExamCloud – Users, Programs, Courses, Subjects, etc.
  - II. Upload of student enrolment data and configuring exam schedules
  - III. Other Exam administrative activities, like assigning QP Authors, Evaluators, Proctors, E-doc generation, download of Answer Scripts & Evaluation reports, etc, for each exam event
- g) The entire operations will be managed by the University itself. The University staff deputed for exam work, will manage all operational activities within each exam hall. Requisite training will be provided to the identified staff, well in advance of the first exam event. However, Operations Support Executives trained by Ppyrus, can be availed by REVA on a direct payment mode, as and when required, to assist the deputed University staff with the exam hall operations activities. The indicative prices are as mentioned in Clause 7.5 below.
- h) **REVA** Faculty members deputed for Exam hall proctoring, will also be trained to carry out various exam-day activities, viz., download of e-Doc to the Proctor device, ensuring all Writer devices are ready to commence exams, monitoring exam progress on the Proctor device, ensuring upload of A-Doc files to the Proctor device post-exam, upload of A-Doc files to the ExamCloud, etc.
- i) **Ppyrus** will provide adequate support over email and online meetings, to help clarify any of the activities detailed above.
- j) Support:
- I. Students will have access to In-App Help, Tutorials, FAQs on their device.
  - II. Faculty and Evaluators will have access to email support before, during and after the exams, through the Ppyrus Program Manager designated for **REVA**

#### 6.11. EXAM ADMINISTRATION – ROLES & RESPONSIBILITIES

- a) **REVA** will provide details of the Cloud Server (where the Exam data has to be transferred) within 15 days of this MSA. **REVA** will ensure that all Examination Data is downloaded from the ExamCloud to its own Cloud Server, through the download mechanism provided on LM ExamCloud, within 15 days of completion of online evaluation of answer scripts for each exam event, respectively. The Cloud Storage charges on account of any continued retention of such exam data on LM ExamCloud, would be charged to **REVA** at INR 10.00 (plus taxes and levies, as applicable) per GB space per month.
- b) The Authorised personnel of **REVA** who have been trained by **Ppyrus**, will be responsible for and will carry out their assigned activities, like exam scheduling, QP authoring, evaluation, etc, within the agreed upon timelines. **Ppyrus** will not have access to any such exam data and

  
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will not provide any assistance that involves handling of REVA's confidential exam information.

**7. COMMERCIALS AND PAYMENT TERMS**

7.1. Ppyrus will provide PDES for conducting the exams online and administered 'on-campus' on DigiTaal devices, as per the prices and terms agreed below:

Mode of examination services	Rate for Paperless Digital Exam *	Minimum Commitment P.A.	Min Amount payable P.A.
Price per exam per student (excluding taxes, if any)		15,000 exams x 36 exams per student = 5,40,000 exams p.a.	- per annum
For Supplementary exams - Price per exam per student (excluding taxes, if any)		(as applicable)	(as applicable)

**\* NOTE:**

1.	Minimum number of exams per academic year (15,000 students x 36 exams per student per year)	<b>5,40,000 exams</b>
2.	Number of devices required for deployment (Including Procter & back-up devices)	<b>2,600 DigiTaal devices</b>
3.	The number of devices has been calculated based on the data provided by REVA and the examination schedules discussed and agreed between Ppyrus and REVA. Any increase in the number of devices by 5% or multiples thereof, would entail a corresponding increase in the price per exam per student mentioned above.	

7.2. Table explaining minimum commitment for each academic year:

Particulars	Figures
No. of Students	15,000
Types of exams	3
No. of Subjects per exam	6
No. of Exams per student per sem	18
Total min commitment number of exams per academic year (15000 x 3 x 6)	5,40,000 exams
Per Paper cost (INR)	<b>per student per exam</b>
Cost per student per semester	
Total cost per Sem	
Total cost per Year	
Advance amount as per agreement (30% of Invoice value)	

  
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7.3. **REVA** will send a written communication to **Ppyrus** containing all relevant data and the details of an examination event (viz; exam duration, number of exams, students per classroom, location, subject, course) **at least 15 days prior** to the event start date (excluding the examination start date).

7.4. Services provided to an Educational Institution by way of services relating to conduct of examination by such Institution for specific notified courses, is exempt from payment of Goods & Services Tax as per Serial No.66 (b) (iv) of schedule III read with proviso (Amended notification 2/ 2018 dated 25th January 2018).

7.5. **DIRECT PAYMENT TO RESOURCES**

In case Reva University requires operational support for exam administration, Ppyrus will introduce the Agent / Operations Support Executives directly to Reva University. The University can directly engage the required number of such 'Operations Support Executives' for assistance with the operational activities during exam events as and when required, under the below terms:

- a) The payments for these deployed resources will have to be made directly to the Agent / Resources, by Reva.
- b) One week prior intimation is typically required for deployment of the resources.
- c) Accommodation for the outstation Resources will be provided by Reva.
- d) Food (breakfast, lunch and dinner) for all such resources will be provided by Reva.
- e) The ownership of payments to the resources and managing them, will be the responsibility of Reva.
- f) The payment table below provides the indicative prices. Reva can negotiate directly with the Agent / Resources, as required.

Sl. No.	Description	Rate	Unit
1	Resource Pay-out (working days)		Per day
2	Resource Pay-out (non-working interim days)		Per day
3	Travel expenses for outstation resources, one-time per exam event, including to-and-fro travel		Per exam event
4	Travel expenses for local resources (accommodation not required)		Per day

7.6. **Invoicing and payment terms:**

- a) Billing period will be from June 2022 to May 2023 for the first academic year, and follow accordingly for subsequent academic years.
- b) On the execution of agreement (MSA), **REVA** will pay **Ppyrus** advances as mentioned below, which will be equivalent to 30% of the Invoice value of the academic year, based on the minimum number of exams committed.
  - i.
  - ii. within one week (7 days) of signing of this MSA (subject to submission of Corporate Guarantee for advance amounts released).
  - iii. For the subsequent Academic Years, REVA undertakes to pay Ppyrus the advance of 30% of the value of the minimum number of exams committed for each academic year, on or before the 30th day of June every academic year, respectively.
  - iv. In addition to the above, as a special request from Ppyrus, Reva will release an additional advance of , on or before 31<sup>st</sup> July 2022.
- c) Ppyrus will raise Invoices Quarterly in advance, in the last week of the previous quarter, based on the minimum number of exams scheduled for that quarter. In the quarterly invoices



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raised by Ppyrus, REVA will pay 70% of the Invoice value, and adjust the balance 30% of the invoice value proportionately against the Advance amount paid. This arrangement will continue for all the subsequent Academic Years, where Advance has been paid to Ppyrus by REVA.

- d) All Invoices will be settled and paid fully by **REVA** within **7 days** of submission.
- e) All advances are non-refundable
- f) Annual reconciliation will be made by **Ppyrus** between the minimum number of exams committed, within 10 days from the end of the billing period in each year. In case the number of exams billed is less than the minimum number of exams scheduled, then **Ppyrus** will raise an invoice for the balance unbilled minimum number of exams for the academic year, immediately on the completion of the annual reconciliation.
- g) In the event **REVA** postpones/ reschedules the examination event after mobilization and deployment of resources by **Ppyrus**, then **REVA** shall immediately pay/ reimburse any additional cost incurred by **Ppyrus** on submission of the original bills and mutual understanding.
- h) As noted above (Clause 7.4), the Examination services to educational institutions for specific courses are exempt from GST, as notified by the Government from time-to-time. In case GST or any other tax is leviable at the time of invoicing, it will be charged extra, as applicable.
- i) TDS may be deducted, as applicable. In case, **Ppyrus** provides a certificate issued by the Income Tax department for a reduced rate of TDS, then **REVA** will deduct the TDS as per such certificate. **REVA** will provide TDS Certificates to the extent of the amount deducted by them.
- j) All payments will be made in the name of '**Ppyrus India Pvt. Ltd.**', by wire/ online transfer (RTGS / NEFT), to the Bank Account mentioned below:

Account Name	<b>Ppyrus India Pvt Ltd</b>
Account number	<b>7111736118</b>
Bank name	<b>Kotak Mahindra Bank Limited</b>
IFSC Code	<b>KKBK0000463</b>
Branch	<b>Gandhinagar Branch, Adyar, Chennai</b>

## 8. INSURANCE

- 8.1. **Ppyrus** shall ensure that all its devices and equipment at **REVA** premises, and used by **REVA** students, faculty, staff are fully insured, and it continues to remain fully insured till the end of this Agreement. The clause 24.7 (below) of this MSA will not be covered under this Insurance.

## 9. TERMINATION OF SERVICES

- 9.1. This Agreement can be terminated only if the service quality is found deficient, and such deficiencies were notified by **REVA** in writing to **Ppyrus**, but it was not rectified by **Ppyrus** within the stipulated time, as mutually agreed in writing.
- 9.2. Provided that, **REVA** shall not be entitled to terminate this Agreement, in the event of any Unauthorized Access, and may suspend the Agreement for such duration, until which the Unauthorized Access is remedied.

  
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- 9.3. It is clarified that, if **REVA** suspends or cancels the **PDES** provided by **Ppyrus** under this Agreement, then **REVA** shall pay **Ppyrus**, as per the terms of this Agreement, for the **PDES** provided by **Ppyrus**.
- 9.4. Service quality deficiency for cancellation, as referred above, means and includes:
- Non-conduct or undue delay in conduct of exams by **Ppyrus** for reasons attributable only to **Ppyrus'** deficiency in planning and execution.
  - Interruption in exams due to any malfunctioning or reasons attributable solely to **Ppyrus's** inefficiency
  - Delay in attending to technical problems or failure to rectify it, within a reasonable time.
- 9.5. It is agreed that the Invoices raised by **Ppyrus** will be paid within the stipulated time (as mentioned in Clause 7.6 above). For any reasons, the payments are delayed beyond 7 days from the date of the invoice, and it continues to remain unpaid, in spite of the reminders and follow-up for the payment overdues, then **Ppyrus** would represent this issue to the Registrar of **REVA** seeking a response on such payment overdues for the services rendered. Despite these assurances, if the payment continues to remain pending for more than 30 days from the date of invoice, then **Ppyrus** has the option to terminate the **MSA**, and discontinue the services to **REVA**, by giving a written notice.
- 9.6. In the occurrence of such service quality deficiency (that has not been rectified by **Ppyrus** within the period as mutually agreed) or non-payment or delay in payment of Invoices by **REVA** (beyond the period mentioned above), this Agreement can be terminated, by giving three (3) month's prior intimation, in writing, to the other party, at the address notified in this Agreement.

## 10. INTELLECTUAL PROPERTY AND OWNERSHIP

- 10.1. **REVA** expressly agrees hereunder that this Agreement is a **PDES** contract and that **Ppyrus'** parent company will have all ownership in any form or manner whatsoever in the title, copyright, IP, trademark or other proprietary rights to the products including all associated hardware and software provisioned by **Ppyrus** for delivery of this contract, and **REVA** will be free of any encumbrances, conditions or qualification.
- 10.2. It is clarified that the **REVA** will have no ownership or title or license to any proprietary software related to the **PDES** developed by or licensed to **Ppyrus**.

## 11. EXAMINATION DATA

- 11.1. **Ppyrus** expressly agrees that all data such as Question Paper, Answer Scripts, User Master Data (herein after referred as "Examination Data") created during the **REVA** examination events using **PDES** would exclusively belong to **REVA**, and **Ppyrus** will not exercise any rights over the same. **Ppyrus** will not use this data for any other purposes other than product enhancements nor share this data with any third-party, without prior written consent of **REVA**.
- 11.2. Safety and security of the examination data, till it is downloaded by **REVA** from the ExamCloud, will be the responsibility of **Ppyrus**. Upon handover of the Examination Data post exam, the responsibility of its safety and security passes on to **REVA**.
- 11.3. **REVA** will download all examination data at periodic intervals through the download mechanism provided on the ExamCloud. All the examination data stored under the **REVA** section of the ExamCloud, will be owned by **REVA**. After download of **REVA** examination data, **REVA** will have a mechanism to securely erase all the examination data from **REVA** section of the ExamCloud, if required.

  
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- 11.4. **Ppyrus** will provide access to all data pertaining to **REVA** examination events, up to one (1) month from the end of the respective examination event/s to facilitate evaluation and re-evaluation. Based on **REVA's** written intimation, this data will be transferred online to any server designated by **REVA**. After completion of one (1) month, in case the backup data is not transferred, the data will be archived, but it will not be available online for **REVA**. It will be the sole responsibility of **REVA** to ensure that all data pertaining to **REVA** examination events are transferred and stored in their own servers within the agreed timelines.
- 11.5. **Ppyrus** undertakes and agrees to delete all information and data of an Academic year on receipt of specific written instructions from **REVA** to **Ppyrus** or after 12 months from the conduct of the examination event.
- 11.6. The administrator access to the application will be run with designated personnel from **REVA** (COE's Office) and for the maintenance activities by **Ppyrus's** Technical Head only in a confidential manner as required for the examinations.
- 11.7. The access control list of all users with privilege rights (Read, write, or read/ write) would be shared with **REVA**. **Ppyrus** shall submit the audit trail details, as and when required by **REVA**.
- 11.8. **REVA** understands that in order to ensure optimum use of **PDES** and create user profiles of each student/ user. It is hereby agreed and confirmed that **REVA** shall solely be responsible to obtain the individual consent of each student with respect to disclosure/ maintaining the record of such personal information during the tenure of this Agreement on the ExamCloud.
- 11.9. In the event the student is a minor i.e. below 18 years, such consent should be obtained from the legal guardian of the student.
- 11.10. It is hereby agreed and confirmed that **REVA** shall solely be responsible to ensure that (a) the Student Data is accurate and authentic, and has been provided in the manner and format, as required by **Ppyrus**; (b) each student of **REVA** receives a unique student ID, and there are no duplications in such student IDs, since the same might hinder **Ppyrus'** capability to perform its services. Further, **Ppyrus** shall have no obligation to validate the Student Data being provided to it by **REVA**. It is expressly clarified that **Ppyrus** shall have no liability towards **REVA** or any student of **REVA** in the event **Ppyrus** is delayed in or fails to perform its services under this Agreement, pursuant to any inaccurate or incorrect Student Data or student ID being received by it.
- 11.11. The evaluation or re-valuation of the Examination data is the sole responsibility of **REVA**, and **Ppyrus** has no role or say in the marks allotted or results declared by **REVA**.
- 11.12. **REVA** should follow the standard of data protection that is followed by **Ppyrus** for protecting the Examination Data i.e. [(i) complying with reasonable security practices and procedures as per '*International Standard IS/ ISO/ IEC 27001 on Information Technology - Security Techniques - Information Security Management System – Requirements*'; and (ii) maintaining a 'Comprehensive and Documented Information Security Programme and Information Security Policy' which shall contain suitable managerial, technical, operational and physical security control measures to protect the Examination Data.
- 11.13. **REVA** shall not further transfer/ disclose the Examination Data with any third-party, unless the same is required by governmental agency under applicable law.
- 11.14. **REVA** shall have a privacy policy as per the terms of Rule 4 of Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.
- 11.15. Please refer to Annexure 1 on the Privacy & Data Protection Policy of **Ppyrus**

## 12. CONFIDENTIALITY

  
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- 12.1. Both parties agree that this agreement and the documents, information shared between the parties during the services shall be kept completely confidential. As such, neither **REVA** nor **Ppyrus** will express the terms of understanding in this document nor reference it in any discussions to any third party without prior, written consent from the other party.
- 12.2. **REVA** will not allow unauthorized access to any components of the ExamCloud or the **PDES**.
- 12.3. **REVA** and **Ppyrus** will also not provide demo of the exam conducted by **REVA** in ExamCloud or **PDES**, to any third-party users, including **Ppyrus's** Partners, Competitors, or any non- **REVA** personnel.
- 12.4. **REVA** covenants and undertakes to not willfully do or omit to do any act, deed, matter or thing or engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of **Ppyrus** and/ or its management.
- 12.5. The parties warrant that the parties shall use the same degree of care and protection to protect the Confidential Information received by it from the other party as it uses to protect its own confidential information, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
- 12.6. **Ppyrus** shall notify **REVA** immediately upon discovery of any unauthorized use or disclosure of Confidential Information or materials, or any other breach of this Agreement, and will cooperate with **REVA** in every reasonable way to help **REVA** regain possession of the Confidential Information and/or materials.
- 12.7. Confidential Information does not include information that was previously known to, or is lawfully obtained by, the Parties, as applicable, free from any obligation to keep it confidential, or is publicly disclosed other than through breach of this Agreement.
- 12.8. Neither party may disclose the other's Confidential Information under this Agreement to any person or entity or use the Confidential Information for any purpose other than the purpose, if any, contemplated by this Agreement; except, that each of the **Ppyrus** and the **REVA** may disclose Confidential Information (i) to its personnel, agents or third party on a "need to know" basis only; provided, that such personnel, agents or third party have been informed of the confidential nature of such information and agreed to abide by the terms of this section or (ii) to the extent as may be required pursuant to applicable law, regulation, regulatory body or court order.
- 12.9. It is understood and agreed that in the event of a breach of the obligations of confidentiality by the parties, damages may not be an adequate remedy and the other party shall be entitled to apply for injunctive relief to restrain any such breach, threatened or actual.

### 13. MARKETING, COMMUNICATION AND ADVERTISING

- 13.1. All advertisements and communications including media releases, advertisements, advertising campaigns, promotions by either Party to third parties with respect to the products/ services under this Agreement, shall be subject to prior approval by both the CoE Team of **REVA**, or his delegate, and the Director/ Executive Director of **Ppyrus**, or any authorized person.
- 13.2. **Ppyrus**, from time to time, during this contract period may interact with the students/ exams, faculty or management to collect feedback, suggestions in the form of a questionnaire or discussion forums upon confirmation from the office of the CoE Team. All information collected will be treated confidential and **Ppyrus** will not share any such information with any third party without prior written permission from **REVA**. However, it shall be made available to **REVA** upon a request being made in writing.



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- 13.3. Ppyrus should not demonstrate the events conducted at REVA or Ppyrus should not use REVA and its logo for their marketing or demo, without the written consent of REVA.
- 13.4. Ppyrus should not use images of REVA students, Question Paper, Answer scripts for demo exams for their marketing and for other commercial interest to other institutions, without the written consent of REVA.

#### 14. DISPUTE RESOLUTION

- 14.1. This agreement shall be construed according to and governed by the Indian Laws. In the event of any dispute between the parties arising under this agreement, either party may notify the other in writing the reason involved in such disputes and shall try their best to resolve it amicably.
- 14.2. In case of any disputes arising out of this MSA, it may be resolved through mutual discussion by the senior designated officials of both the parties.
- 14.3. Any unresolved dispute shall be referred to arbitration of a single arbitrator appointed by REVA, in consultation with Ppyrus. The venue of the arbitration shall be CHENNAI. The Arbitration proceeding shall be governed by the Arbitration Act, 1996 as amended from time to time. The proceedings of arbitration shall be in English language. The Arbitrator's award shall be substantiated in writing. The costs of arbitration procedure shall be borne equally by the Parties. The Parties hereto shall submit to the Arbitrator's award and the award shall be enforceable in any competent court of law. The legal issues will be under the Jurisdiction of Madras High Court, Chennai.

#### 15. INDEMNIFICATION

- 15.1. Each party agrees to indemnify and hold harmless the other party and its employees, members, landlord, successors, and assigns, from any claims, liabilities, losses, damages, and expenses asserted against the other party and arising out of the indemnifying party's negligence, and negligent performance of, or failure to perform, any of its duties or obligations under this Agreement. In no event shall the indemnity claims exceed the total value of the services delivered for that specific examination event.
- 15.2. It is further agreed that any claim arising out of the failure of REVA (a) to obtain consents of the users with respect to their personal information or (b) to provide correct and accurate Student Data, shall solely be attributable to REVA and REVA shall keep Ppyrus indemnified against such claims.
- 15.3. It is further agreed that Ppyrus shall not be liable to indemnify REVA for any actions, claims, costs, losses and/or expenses incurred by REVA pursuant to any Unauthorized Access of the ExamCloud, caused without any involvement, action, knowledge of Ppyrus.
- 15.4. In no event shall the indemnity claims exceed the total value of the PDES delivered or to be delivered for that specific examination event.

#### 16. COMPLIANCE

- 16.1. Parties shall comply with all applicable laws, statutes and regulations, including those relating to data protection and privacy, anti-bribery and anti-corruption within the Territory. If Ppyrus is in breach of or investigated under any such anti-bribery and corruption laws, then REVA shall be entitled to immediately terminate this Agreement in accordance with Clause 9 hereinabove.

#### 17. NON-WAIVER

- 17.1. No provision of this agreement may be waived or changed except by a writing signed by the party against whom such waiver or change is sought to be enforced.

#### 18. CHANGE OF ADDRESS

  
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- 18.1. In case of any change in the address of either of the party, same shall be communicated in writing to the other party.

## 19. CHANGE OF LICENSEE

- 19.1. In the event of change in organizational structure within **Ppyrus**, this contract may be transferred to **Ppyrus's** authorized Licensee or agency or a **Ppyrus** Authorized partner, with due intimation to **REVA**. All terms and conditions of the current MSA (this document), will continue to be applicable to the Licensee, upon such a transfer.

## 20. FORCE MAJEURE

- 20.1. Neither party shall be liable for damages without limitation for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy, or acts mandated by any applicable laws, regulation or other (whether valid or invalid) of any government body or Unauthorized Access to the ExamCloud, without any involvement, action or knowledge of the Parties, or the stability or availability of the Internet or a portion thereof.
- 20.2. Though **Ppyrus** would have adequate security measures and firewalls to ensure data security and continuity of **PDES**, occurrences of the following events would be considered as a Force Majeure event beyond any control: -
- a) Disruption due to infrastructure shutdown, non-performance and/ or outage of the ExamCloud server engaged by Ppyrus
  - b) Disruption due to hacking, cyber-attack or similar external threats that may shut down or slow down the responses of the ExamCloud servers
  - c) Disruption due to connectivity outage either wholly or geographically within select user region

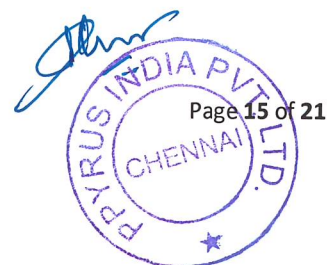
## 21. LIQUIDATED DAMAGES

In the event of any cancellation of exams, scheduled to be administered on LM Exam Suite platform, due to reasons solely attributable to Ppyrus, Reva will send a Show-Cause Notice to Ppyrus and Ppyrus will respond with adequate proof and explanations within a maximum of 15 days. In the event, exam cancellations happen more than 3 times in an academic year, for reasons solely attributable to Ppyrus, Reva can exercise their rights to levy a Penalty on Ppyrus, up to a maximum of 2% of the annual value of the Contract for that academic year.

## 22. NON-COMPETE AND NON-SOLICITATION

- 22.1. **Non-Compete:** REVA agrees not to engage other competitive service providers for conducting the digital examinations during the contractual period of this MSA.
- 22.2. **Non-Solicitation:** REVA agrees and accepts that for so long as this Agreement is subsisting and for a period of 24 (twenty four) months thereafter, REVA shall not, either on its own account or in conjunction with or on behalf of any other person, solicit or interfere with or attempt to solicit or interfere with **Ppyrus'** relationship with any person or entity with whom REVA had dealt with during the engagement with **Ppyrus**, including any employees or full time consultants of **Ppyrus**.

  
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- 22.3. **REVA** agrees and accepts that the above restrictions are reasonable in nature and have been provided to induce **REVA** to enter into this Agreement. In case any of the above restrictions are determined to be unreasonably restrictive under applicable laws by a court of competent jurisdiction, the Parties shall enter into fresh restrictions of to achieve the purpose set out above.

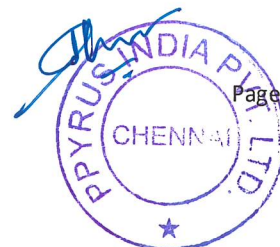
### 23. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this service agreement shall be construed as if such invalid, illegal or unenforceable provision had ever been contained herein. Any invalid or unenforceable provision of this service agreement shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

### 24. GENERAL TERMS

- 24.1. Both parties confirm that this agreement is signed by the legal representative or the authorized representative of each party.
- 24.2. **Ppyrus** will take utmost care of security, reliability, and delivery of **PDES** at **REVA**.
- 24.3. **Ppyrus** will all take all possible steps to ensure smooth conduct of examinations. **Ppyrus's** software ExamCloud is hosted with the best ExamCloud service provider and ExamCloud services will be delivered with redundancy backup. However, **Ppyrus** will not be responsible for outages which could be beyond its control, like for eg. events like cyber-attack, or a major outage of the internet affecting the ExamCloud services or downtime of the ExamCloud services itself including the redundant infrastructure.
- 24.4. Mutually agreed provisions can be made regarding software modifications in respect of **REVA's** Examinations.
- 24.5. **Ppyrus** shall take reasonable steps to prevent Unauthorized Access to the ExamCloud and its system, including without limitation by protecting its passwords and other log-in information. **REVA** shall immediately notify **Ppyrus** of any known or suspected Unauthorized Access of the ExamCloud and/or its system or breach of its security and shall use best efforts to stop said breach. If **Ppyrus**, in its sole discretion, determines that one or more persons that are not authorized, pursuant to this Agreement, to have access to the ExamCloud and/or its system, have gained access to the ExamCloud and/or its system, through **REVA**, then **REVA** shall immediately take such steps as may be necessary to change its systems to preclude such Unauthorized Access, and provide **Ppyrus**, with all information/ documents/ evidence, as **Ppyrus** may reasonably request.
- 24.6. **REVA** shall fully cooperate with any investigation undertaken by **Ppyrus** in relation to any matter regarding Unauthorized Access to the ExamCloud and/or its system and acknowledges that **Ppyrus** is entitled to take any actions that it deems necessary in relation to the unauthorized persons. Moreover, **REVA** shall at its own expense, take all reasonable action to cooperate with and assist **Ppyrus** in relation to such an action.
- 24.7. Breakages, damages, pilferages, theft, if any, to any device or any other component (used for the **PDES**) caused by any misuse by students, faculty members and/ or by **REVA** personnel, if the same has been rejected by the Insurance Agency, will be borne by **REVA**, as follows:
- Rs. 25,000 (plus taxes, levies, as applicable) per device
  - Rs. 1,000 (plus taxes, levies, as applicable) per stylus

  
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- c) Rs. 20,000 (plus taxes, levies, as applicable) per router
- d) For any other component as intimated by Ppyrus

- 24.8. If any provision of this Agreement is or becomes invalid, illegal or unenforceable under the laws of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement which shall not in any way be affected or impaired.
- 24.9. In the event a Schedule or an exhibitor attachment hereto conflicts with the language of a specific clause in this Agreement, then the MSA shall control.
- 24.10. The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under the general laws of India.

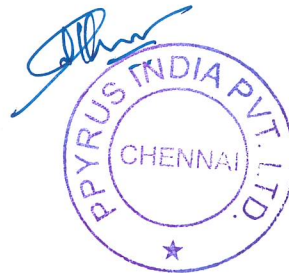
## 25. NOTICES

- 25.1. Any notice, consent, waiver or demand pursuant to or in connection with this Agreement must be in writing and will be deemed to be delivered when personally delivered or when received by facsimile transmission, e-mail, or overnight courier of national reputation or registered mail, at the address or the e-mail addresses stated below:

<p>To: <b>REVA</b> Attention: <b>Dr. Dhanamjaya</b>, Vice Chancellor</p> <p><b>Rukmini Educational Charitable Trust</b> Rukmini Knowledge Park, Kattigenahalli, Yelahanka Bangalore 560064, Karnataka Email: <a href="mailto:vc@reva.edu.in">vc@reva.edu.in</a> Tel: +91-98454 99670 (or) +91-80 662 26622</p>	<p>To <b>Ppyrus</b>: Attention: <b>Mr. Srikanth Ganesan</b>, Director</p> <p><b>Ppyrus India Pvt. Ltd</b> IIT Madras Research Park, Phase II, B 6/6, Kanagam Road, Taramani, Chennai 600113, Tamil Nadu, India Email: <a href="mailto:sri@littlemoreinnovation.com">sri@littlemoreinnovation.com</a> Tel: +91-7550224756 (or) +91-44-42550803</p>
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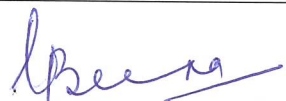
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized persons and signatories, at the place and as of the date first above written.

REVA University	Witnessed by:
By:  Name: <b>Dr. Dhanamjaya,</b> Title: <b>Vice Chancellor, Reva University, Bengaluru</b> <b>Vice-Chancellor</b> <b>REVA University, Rukmini Knowledge Park</b> <b>Kattigenahalli, Yelahanka, Bengaluru-560 064</b>	 Name: <b>R. N. Ramesh</b> Title:

PPYRUS INDIA PRIVATE LIMITED	Witnessed by:
By:  Name: <b>Satish G</b> Title: <b>AVP PreSales, Ppyrus India Pvt. Ltd., Chennai</b>	 Name: <b>Dr. Beena G</b> Title:



## ANNEXURE 1

### PRIVACY AND DATA PROTECTION POLICY

This policy provides information about data we collect, use, and share, and our commitment to using the personal data we collect in a respectful fashion. We at Littlemore care deeply about privacy, security, and online/offline safety of your employees/ Students personal data, all of which are a significant part of our essential mission: to protect users data of our products and services (“you” and “your”) from the risks of theft, disruption, and unauthorized access to your information and activities.

This Privacy and Data Protection Policy (“Policy”) is designed to inform the educational institutions about how we collect and use the personal data of students and REVA personnel through our product and solution, namely LM Exam Suite. This Policy applies both to the information we collect from you on our devices used by your students / employees and to the information we collect when the student uses our devices to attend their examinations, or your employees / management use the LM Exam Suite’s ExamCloud Portal to evaluate the examinations and view Reports. When your students/ employees access or use our LM Exam Suite, they acknowledge that they have read this Policy and understood its contents. Your use of our product and any dispute over privacy is subject to this Policy, any applicable Terms of Service (including any applicable limitations on damages and the resolution of disputes) and any applicable Agreement.

As Littlemore grows, our business changes, and we may update this Policy at any time as we deem appropriate to reflect those changes. If there are any material changes to this Privacy Policy, we will notify you by email, in-product notification, or as otherwise required by applicable law. It is important that you check back and make sure that you have reviewed the most current version of this Policy. This Notice applies to all users of our Services across the world.

#### TYPE OF INFORMATION COLLECTED

In order to provide our services and ensure optimum use of our devices we collect Personal Data directly from students/ employees of REVA. In this Policy, “Personal Data” refers to data that could be used, alone or in combination with other data, to identify each student/ employee of REVA as an individual. We collect information you provide to us. The information or Personal Data collected of each student/ employee of REVA is used to create an account/ profile, fill out a form, write an examination, evaluate the examination or otherwise communicate with us. The types of Personal Data you may provide includes:

- Contact information (such as name, email address, mailing address, and phone number);
- Personal Information (demographic information, photographs, and if applicable - biometrics such as retina scan, fingerprints etc.); and
- Account log-in credentials.
- You may also provide us with additional data as REVA mandates.

#### How Do We Use the Information We Collect?

The information collected of each student / employee of REVA is used to give access to the LM Exam Suite software for writing the examination and to login and to use LM Exam Suite’s ExamCloud for various features of the software including but not limited to Evaluation / viewing Reports. The information collected such as e-mail addresses, phone numbers etc. shall be used to send alerts / updates via e-mails and messages to the students / employees. To ensure optimum utilisation of our products and services:

- Analyse your usage behaviour on our platform to measure, customize, and improve our product features for your benefit.
- Provide customer support, troubleshoot issues, manage subscriptions, and respond to requests, questions, and comments.

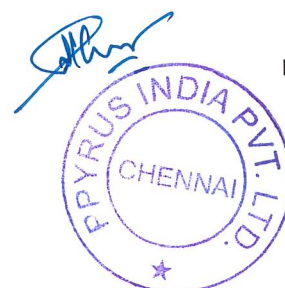
#### Who Do We Share Personal Data With?

- Littlemore is not in the business of selling user data to any organization. We do not sell/rent/lease any data of our customers/ customer users to any Third Party save and except as mentioned in clause (ii) hereinbelow.
- We disclose the information we collect to provide the Services, to communicate with you, as required by law, or with your consent. For instance, we may share the information we collect as follows:
- We may share Personal Information only to legal, governmental, or judicial authorities as instructed or required by those authorities and applicable laws, or in relation to a legal activity, such as in response to a subpoena or investigation of suspected illicit or illegal activities, or where we believe in good faith that



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users may be engaged in illicit or illegal activities, or where we are bound by contract or law to enable a customer or business partner to comply with applicable laws;

### **How Do We Protect Your Data?**

We use administrative, organizational, technical, and physical safeguards to protect the Personal Data we collect and process. Our security controls and Encryption are designed to maintain data confidentiality, integrity, and an appropriate level of availability. Critical data such as Biometrics, if applicable, is encrypted at source.

### **Data which belongs to REVA:**

All data pertaining to Question Papers, REVA Master data, exam schedule data, answer scripts & associated data like scores, proctor data, audit trail information – belongs to REVA

### **Data and other IP of the entire LM Exam Suite Platform, belongs to Littlemore**

Littlemore application captures certain data like time-based events, and associated data for various performance improvements and also to provide various exam intelligence to our Customers. This is defined as Metadata and belongs to Littlemore. Littlemore will access both Primary and Secondary data for training of its AI and ML engines, for offering more valuable services to improve exam process efficiencies and for further exam automation. These algorithms and associated software belong to Littlemore. Littlemore does not engage in data trading, and will comply to all the terms of this Privacy Policy.

### **Data Retention**

All data is stored in our Cloud Servers in active accessible mode for authorised users only. Subsequent to the period mentioned below, the data will be moved to the Archives, and could be made accessible to REVA, on need basis. If Littlemore decides to permanently delete the data, beyond this period of one year, our Customers will be intimated about the same and they have the option to download the Primary data to their systems. During the time of the exam, certain exam related data will be stored temporarily in the exam devices. This data will be automatically deleted, once the exam is over and after successful upload to the Cloud.

- REVA data (as listed below) will be moved from the LM Exam Suite Cloud Server to REVA's Cloud Server, after 15 days of completion of evaluation cycle for each exam event. A "Viewer" application will be provided free-of-cost to REVA, to access all downloaded exam data, locally, anytime. All reports can be downloaded in Excel format by REVA, within one month of completion of the academic year.
- Exam data that will be deleted after one month of completion of evaluation cycle of each exam event: Live Proctoring data, Audio/ Video Questions & Responses, all answer responses, and Chat recordings
- All "Configuration data" like Users, Courses, Subjects, Students, Exam Schedules, etc, as well as Authored Questions & Question Banks, will remain on the LM Exam Suite Cloud for the duration of the Agreement. Key Student data including Biometric information (if applicable), email ID and Mobile number, will be deleted from our systems once REVA confirms that the Students have passed out of REVA successfully and their data can be removed from our systems. Littlemore will keep/ maintain the Personal Data of each student only during the tenure of course for which the student has been enrolled with REVA. Littlemore shall delete all information related to students who are no longer admitted into REVA and shall provide proof of the same only when expressly requested to do so.

### **Data Access rights**

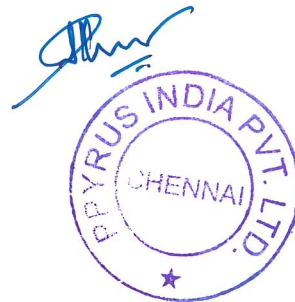
Although Littlemore makes good faith efforts to provide customers with access to their Personal Data, there may be circumstances in which we are unable to provide access, including but not limited to: where the information contains legal privilege, where the information would compromise others' privacy or other legitimate rights, where the burden or expense of providing access would be disproportionate to the risks to the individual's privacy in the case in question, or where it is commercially proprietary. If Littlemore determines that access should be restricted in any instance, we will provide you with an explanation of why that determination has been made and a contact point for any further inquiries. To protect your privacy, we will take commercially reasonable steps to verify your identity before granting access to or making any changes to your Personal Data.

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## ANNEXURE – 2

### Information relating to Number of Devices required:

Academic Year / Course	June 2022 – May 2023	June 2023 – May 2027
<b>Maximum number of student writer devices required:</b>		
<b>a) For end semester examinations:</b>		
Part I (13 days)	690	690
Part II (13 days)	609	609
Part III (13 days)	1,996	2,159
Part IV (12 days)	661	661
<b>b) For internal assessment examinations:</b>		
Part I (4 days)	1,348	1,360
Part II (4 days)	1,221	1,225
Part III (7 days)	1,996	2,080
Part IV (3 days)	1,305	1,310

**Note:**

It is expressly agreed and understood that there will be no overlap of exams between Part I, II, III & IV.

  
Vice-Chancellor  
REVA University, Rukmini Knowledge Park  
Kattigenahalli, Yelahanka, Bengaluru-560 064

