



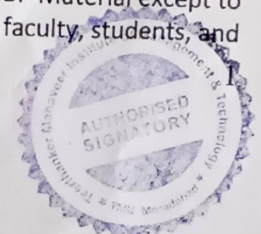
Site License Agreement

This Site License Agreement ("**Agreement**"), when submitted to and accepted by Harvard Business School Publishing Corporation ("**HBP**"), located at 20 Guest Street, Suite 700, Brighton, MA 02135, USA, will become the binding legal agreement between HBP and the institution named below ("**Institution**") for the procurement and delivery of HBP course materials. Each Annexure attached hereto is incorporated herein.

Institution Name: Teerthanker Mahaveer University, Moradabad
Program(s): MBA 1st Year
Address: Delhi Road, Moradabad - 244001 (Uttar Pradesh)
License Fee HBP Account #:
Usage-Based HBP Account #:
Supervisor/Contact: Prof. Vipin Jain (Dean-Management)
Contact Email/Phone: principal.management@tmu.ac.in/ 9917200216

Conditions

1. During the Term (as hereinafter defined) and subject to the terms set forth herein, HBP grants Institution and its authorized users a non-exclusive, limited, non-transferrable, non-sublicensable, fully revocable right to access and use the HBP materials described in *Annexure B* (the "**HBP Materials**") solely in India and for the Program in accordance with the requirements outlined in this Agreement (including, *Annexure A*). By way of clarification, this Agreement does not include any programs that the Institution operates outside of India. Nothing in this Agreement shall convey any ownership or other similar right, title or interest in the HBP Material to Institution. Any rights to the HBP Material not granted to Institution shall be reserved by HBP and the rights granted herein are not sublicensable except as approved in accordance with this Agreement. Institution will not sell, license or otherwise commercialize any HBP Material without the express prior written consent of HBP. Institution shall be responsible for (a) the acts and omissions of its authorized users; (b) maintain the security of any passcodes to access the HBP Materials; and (c) any activity of Institution's account with HBP.
2. Institution is responsible for diligently enforcing the terms of this Agreement. HBP shall ensure that (i) only authorized users can access the HBP Materials; (ii) only HBP licensed content is used; and (iii) all information (including, the accurate number of authorized users) is fully and accurately reported to HBP. HBP may immediately terminate this Agreement if the Institution fails to adhere to the aforementioned requirements.
3. Institution will not share its username identification and password beyond those authorized by HBP policies and shall not disclose the identity or location of the links from which it accesses the HBP Materials.
4. The Institution acknowledges that this Agreement does not create an exclusive relationship between the parties relating to the HBP Material and the subject matter set forth herein.
5. Unless expressly allowed pursuant to this Agreement, Institution will not disseminate any HBP Material except to authorized users. Authorized users of the HBP Material shall be limited to Institution's own faculty, students, and

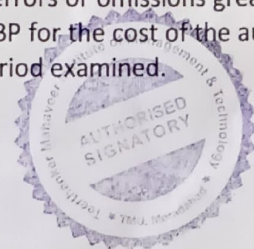


staff listed on *Annexure B*. In addition, the Institution will not: (a) use the HBP Material in a manner that violates applicable law; or (b) interfere with or disrupt the availability or accessibility of the HBP Material.

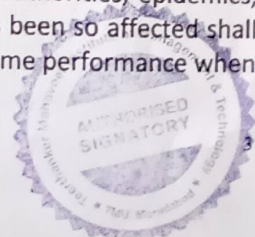
6. Teaching Notes relating to certain HBP Material ("**Teaching Notes**") are available to faculty through our website, hbsp.harvard.edu or any other successor website designed by HBP. Teaching Notes are not to be procured or disseminated in any format by Institution directly.
7. If HBP notifies Institution of any cases withdrawn from public use, Institution agrees to cease the dissemination of these items and remove them from any repository as soon as reasonably practicable, but in no event later than the expiry of the course packs of the HBP Material (i.e., 6 months from the activation date).
8. Institutions will report verified course enrollment to HBP ("**Reports**") per the reporting requirements set forth in Annexure C.

All HBP Material used during the Term must be reported by Institution in the prescribed time-period. Institution's failure to do so in a timely manner shall constitute a material breach and may result in termination of this Agreement by HBP and loss of preferential pricing. All Reports provided by the Institution will distinguish between HBP Material used in Executive Education (non-degree) programs and those used in degree programs.

9. Institution will designate one or two administrators to be responsible for procuring HBP Material and reporting enrollment and will provide their contact information to HBP via the email address globalsupport@harvardbusiness.org or such other email address designated by HBP.
10. HBP owns and/or has license to all intellectual property rights in the HBP Material, inclusive of any Feedback (as defined hereafter), enhancements, improvements, modifications, or derivatives thereof. Except for the access and use rights granted in Section 1, Institution does not have any other rights to HBP's intellectual property. Institution shall assign, and hereby assigns, to HBP all right, title, and interest in and to any such enhancements, improvements, modifications, or derivatives of HBP Material made by Institution or any authorized user accessing the HBP Material on behalf of Institution throughout the world and in any medium. HBP may use, incorporate into the HBP Material, or otherwise exploit any suggestion, feature request, recommendation, correction, or other feedback ("**Feedback**") that Institution or authorized users accessing the HBP Material on behalf of Institution provide to HBP.
11. Institution will report to HBP any misuse, infringement, or unauthorized distribution or use of the HBP Material, and any violation of the terms of this Agreement, and will assist HBP as requested in any subsequent investigation.
12. Institution shall not and shall not permit any of the administrators or users of the HBP Material to (a) use, contribute or test any of the HBP Material in and/or with any artificial intelligence tools, bots, software or platforms and/or (b) use robots, spiders, scripts, software or any device, tool, or process designed to data mine or scrape the HBP Material, or otherwise access or collect the HBP Material using automated tools or programs. Institution shall promptly report to HBP if it becomes aware of any breach or violation of the aforementioned obligations.
13. Institution will maintain books and records to document its procurement and distribution of HBP Material for a period of not less than two (2) years. HBP and/or its authorized representatives shall have the right during normal business hours to inspect, at its own expense, Institution's books and records insofar as they pertain to the use or distribution of HBP Materials pursuant to this Agreement. Should such audit uncover errors or omissions greater than 10% of what was reported for the period examined, Institution shall reimburse HBP for the cost of the audit and pay for use of the unreported HBP Material at the then HBP list price during the period examined.

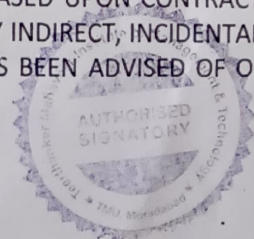


14. Institution's access and usage rights of the HBP Material granted hereunder and obligations set forth in this Agreement supersedes any right and any reporting mechanism of any national reproduction rights organization or other collective copyright management organization for which Institution might otherwise be eligible.
15. The content files that contain the electronic masters remain the property of HBP. All HBP Material are copyrighted by HBP or President and Fellows of Harvard College (or by the copyright owner of non-HBS/HBP Materials licensed hereunder) or HBP has valid license to use and distribute. Institution will not alter any copyright notice on any HBP Material. Institution acknowledges that the name HARVARD, Harvard Business School Publishing, Harvard Business Publishing and all names, marks, graphics and designs appearing in the HBP Material are the exclusive property of HBP and/or President and Fellows of Harvard College and shall not use such names, marks, graphics and designs without the express prior written consent of HBP.
16. This Agreement conveys no right to translate HBP Material. If permission is granted by HBP, any such translation shall, to the fullest extent permitted by law, be considered a "Work Made For Hire" for HBP pursuant to the Copyright Act of 1976. Notwithstanding the foregoing, HBP shall own all rights, title, and interest in and to the translated HBP Material, and Institution shall affix the HBP copyright notice thereon, and provide the completed translation to HBP. HBP reserves the right to publish, sell, and distribute translated HBP Material without notice or obligation to Institution. No additional fees will be charged for translating HBP Material. Institution shall report all usage of both English and translated HBP Material. Permission to translate non-HBP Material must be obtained directly from the school or university that originated it.
17. Institution will adhere to HBP Marketing Guidelines. All print and online marketing materials mentioning "Harvard Business" in any context must first be approved by HBP in writing.
18. HBP warrants that it is the copyright owner or authorized licensee of the HBP Material (or the agent for the copyright owner of non-HBP Material licensed herein), and that use of such materials in accordance with this Agreement will not infringe any third party's intellectual property rights. HBP will indemnify and hold harmless Institution and its officers and authorized users from and against any action, claim, demand or proceeding ("Claim") that the HBP Material provided hereunder infringe any third party intellectual property rights solely in the United States, provided that Institution promptly notify HBP of the receipt of any such Claim in writing.
19. HBP understands that Institution is obligated to provide accessible instructional material to students with disabilities, as defined by federal and state laws. Students and/or institution disability offices may avail themselves of a membership in Bookshare (<https://www.bookshare.org/>) which affords them direct access to DAISY files for HBP case studies, Core Curriculum Readings and HBR articles and books. HBP will otherwise reasonably cooperate with Institution in providing accessible instructional material to students with disabilities including through the provision and/or use of "unlocked" PDF files which would allow Institution to modify the files for accessibility. HBP assumes no responsibility for the accessibility of content or products provided by Bookshare, including whether such content or products are accessible, in DAISY files or otherwise. HBP assumes no responsibility for the accessibility of content or products published by others and distributed by HBP, including whether such content or products are accessible, in DAISY files or otherwise. Institutions should contact the publisher directly to resolve accessibility questions.
20. Each party is excused from performance under this Agreement and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any event or contingency beyond the control of such party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, natural disasters, acts of God, acts of war or terrorism, actions or regulations of governmental authorities, epidemics, pandemics or other hazards to public health, and similar occurrences. The party who has been so affected shall promptly give written notice to the other party and shall use its reasonable efforts to resume performance when



the force majeure has abated; provided, that, if such force majeure event lasts for sixty (60) days, either party may terminate this Agreement, without penalty, upon providing the other party with written notice.

21. This Agreement; except for the price of the HBP Material listed below, cannot be modified except by a written instrument signed by the parties.
22. The terms and conditions of this Agreement are confidential and may not be disclosed without the permission of both parties.
23. **Term and Termination.** The term of this Agreement is 1st February, 2025 to 31st January, 2026 (the "Initial Term").
 - Beginning Date: 1st February, 2025
 - Ending Date: 31st January, 2026
 - a. After the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (collectively, "Term"), provided, however, that the parties shall agree to the new pricing and reporting requirements for each renewal Term via an amendment to *Annexure C* at the latest within ninety (90) days of expiry of each renewal Term. If the parties fail to reach an agreement on the new pricing and reporting requirements for the renewal Term, the Agreement will automatically terminate and HBP shall invoice the Institution for any usage for the period after the expiry of Term at the existing rate. Either party may terminate this Agreement by notice to the other party in writing, not less than ninety (90) days prior to the expiration of the current Term, of its intention not to renew.
 - b. Without prejudice to any other remedies, HBP may terminate this Agreement for convenience at any time by giving thirty (30) days written notice to Institution if HBP is of the reasonable opinion that its business association with Institution could subject HBP to a political, moral, reputational or legal harm. Either party may terminate this Agreement on the other party's material breach of this Agreement; provided, that the non-breaching party must give thirty (30) days' written notice and the opportunity to cure the breach. For the purposes of this Agreement, non-payment of amounts due shall constitute a material breach. HBP further reserves the right to suspend a user's access and use rights to HBP Material in the event of non-payment in a timely manner or such user's activity could cause material disruption or material harm to HBP, third-parties, or their respective systems and/or equipment upon prompt notice to Institution.
 - c. Upon the termination of this Agreement, all rights revert to HBP and Institution shall immediately discontinue reproduction, delivery, and sale of the HBP Material. HBP reserves the right to terminate this Agreement, if Institution fails to adhere to the terms and conditions herein upon providing the other party with written notice. Upon termination of this Agreement, any fees owed by Institution for the remainder of the Term shall be paid within thirty (30) days of termination.
24. In consideration for the rights granted hereunder by HBP, Institution shall pay the fees to HBP in the amount and as per the payment terms set forth in *Annexure C*.
25. Each party represents and warrants that it shall at all times comply with all applicable laws. EXCEPT AS SET FORTH IN THIS AGREEMENT, HBP MATERIAL ARE PROVIDED AS-IS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HBP DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR COURSE OF PERFORMANCE.
26. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER INSTITUTION NOR HBP (AND HBP'S LICENSORS, WHERE APPLICABLE) SHALL IN NO EVENT BE HELD LIABLE TO THE OTHER PARTY, WHETHER BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF A PARTY HAS BEEN ADVISED OF OR



COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION. EXCEPT FOR A PARTY'S LIABILITY FOR BREACH OF CONFIDENTIALITY OBLIGATIONS, FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, THE MAXIMUM AGGREGATE LIABILITY OF A PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY AND/OR DUE FROM INSTITUTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

27. This Agreement constitutes the entire Agreement between the parties relating to the subject matter contained in it and supersedes all prior and contemporaneous representations or understandings between the parties. This Agreement is governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of laws principles. The courts of competent authority located in the Commonwealth of Massachusetts shall have sole and exclusive jurisdiction of any action arising out of or in connection with this Agreement and such courts shall be the sole and exclusive venue for any such action. Neither party will claim lack of personal jurisdiction or *forum non conveniens* in these courts. Institutions may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with this Agreement, or any right, benefit, or interest under it, nor transfer or novate this Agreement without HBP's prior written consent. If any provision of this Agreement shall be declared void, illegal or unenforceable, the remaining provisions of this Agreement shall be valid and enforceable to the extent permitted by applicable law. No amendment or supplement of this Agreement, except as provided herein, shall be binding unless executed in writing by the parties. No waiver of any one provision of this Agreement shall constitute a waiver of any other provision, nor shall any one waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party against whom the waiver is asserted. This Agreement may be executed in any number of counterparts, including facsimile, PDF and other electronic copies, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the parties. The provisions of this Agreement which by their terms call for performance subsequent to termination or expiry of this Agreement, shall survive such termination or expiry, whether or not such provisions expressly state that they shall survive. Any notices required or permitted to be given or made under this Agreement shall be in writing and shall be deemed given when delivered personally or via reputable national overnight carrier or shall be deemed received after three (3) business days of mailing by certified mail, return receipt requested to the relevant party's address specified on the first page above (or as the recipient has otherwise designated through a previous notice given in accordance with this Section).

Agreed to on behalf of Institution:

Dr. Aditya Sharma

Printed Name

Registrar

Title

Signature

Date



Agreed to on behalf of HBP:

Brandon Hight

Printed Name

Senior Director (Americas) & Customer Success

Title

Signature

Date

 Brandon Hight

2/13/2025

Annexure A

List of Program(s)

MBA 1st Year- Sem 2 & 3rd



Annexure B
**Content Procurement, Delivery & Security Requirements
for the Distribution of HBP Material**

This Annexure B forms part of the Agreement between HBP and Institution. This Annexure may be revised by mutual agreement in writing during the Term by the parties to the Agreement. If Institution materially changes the system(s) and/or processes it uses to procure, deliver, and secure HBP Material, Institution must notify HBP to review adherence to these policies so that this Annexure can be revised as necessary.

"HBP Material" means the material and content accessible on HBP's Education website (www.hbsp.harvard.edu). Institution will have access only to the following HBP Material:

1. HBP cases, quick cases and notes
2. HBP reprints, including HBP article collections
3. All HBP newsletter reprints
4. HBP press standalone book chapters
5. HBP briefcases
6. HBP multimedia cases
7. HBS Color Case items
8. HBS Case Videos
9. Third party case collections and article collections
10. HBP simulations
11. Online courses
12. Harvard ManageMentor

It is hereby clarified that the Institution shall not have access to any material that is not listed above, including Core Curriculum Readings and corporate third-party simulation collections.

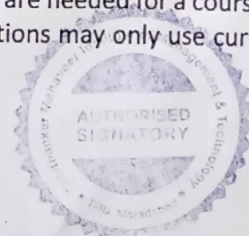
Content Procurement & Delivery Models

The following content procurement and delivery models for HBP content have been defined for the Agreement:

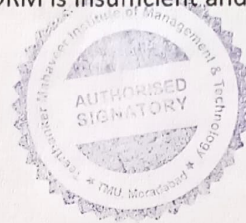
Program Name	Procurement Channel	Delivery Format	Delivery Platform
Academic Programs		Digital or Hard Copy	NA

General Content Security Requirements:

- No alteration or covering of HBP Material without HBP's prior written approval, except for pagination footers.
- Only watermarked and locked (no copy/edit) files may be posted for use by authorized users.
- Institution confirms that its distribution platform is secure, and password protected. If material was posted on, or integrated with content from, a third party approved distribution platform then it is Institution's responsibility to ensure that access is terminated at the end of the Term.
- Persistent access to HBP Material by an authorized user in a given course is limited to 6 months.
- Institutions shall be responsible for ensuring that authorized users do not copy, share or forward HBP Material to unauthorized users or others who have not purchased the file(s). Authorized users may retain downloaded HBP Material solely for the Term and Institution shall ensure authorized users do not retain HBP Material after termination or expiration of the Agreement.
- Institution further confirms that links to HBP Material on Institution's learning management system or approved HBP distribution platform are accessible only by students *currently enrolled in such courses*, as well as the faculty and staff involved in the teaching and administration of that course.
- Institution confirms that all HBP Materials will be procured only from HBP anytime they are needed for a course or program. No files may be retained for use locally at the Institution over time. Institutions may only use current and currently available content.



- Digital Rights Management.
 - All HBP content must include Social DRM. If content is procured via a channel that provides a "clean" document that does not contain Social DRM footers/headers/watermarks, then it is the responsibility of the Institution to provide Social DRM on each page of the file. Institutions may request HBP to review a proposed Social or Technical DRM solutions implemented when "clean" content is procured; provided that implementation of such Social or Technical DRM shall only be utilized after HBP's written approval.
 - Social DRM provided by HBP is tailored based on payment models. Content procured for central-pay use may not be used in student-pay models, as the Social DRM is insufficient and does not include a student-level identifier.



Annexure C
Term, Payment Terms & Reporting

Term:

Effective Date: 1st February, 2025

Expiry Date: 31st January, 2026

Product usage in the programs listed below is covered under the flat fee for the duration of the contract term:

<u>Name of Program</u>	<u>Number of Participants</u>	<u>Fee Per Participant (US\$)</u>	<u>Total Fee (US\$)</u>
Cases	30	\$55	\$1,650
Harvard Simulations	30	\$25	\$750
Foundation Online Course	30	\$75	\$2,250
Harvard ManageMentor	30	\$60	\$1,800
Total fee			\$6,450

Payment Terms:

License fee \$6,450

Invoicing Schedule for Flat Fee: 1st February, 2025

1. Includes 25 HBP and Partners Cases
2. Includes any 4 HBP/HBS Simulations
3. All 6 foundation courses
4. Includes any 12 HMM Modules.

All fees are contingent upon return of this Agreement, signed by Institution, upon thirty (30) days after receipt.

At the end of the first quarter of the contract term, Institution shall inform HBP of any enrollment changes and HBP shall adjust the license fee and shall issue an additional invoice or credit incorporating any adjustments necessary due to discrepancies between estimated enrollment and actual reported enrollment.

Institutions will pay invoices generated by HBP in a timely manner, in accordance with HBP's terms and conditions as stated on each invoice.

Institution's contact person and contact details for all billing and payment related inquiries and requirements is as follows:

Name: Prof. Vipin Jain

E-mail: principal.management@tmu.ac.in

All amounts stated above as payable to HBP are net of taxes; that is, the Institution will remit to its taxing authorities all taxes imposed on payments to HBP, without deduction or withholding such payments from amounts due and payable to HBP. Institutions shall be responsible for any income tax and India indirect taxes, including, but not limited to, service tax, value added tax, goods and services tax, and other similar taxes, as may be applicable, attributable to the payments made or to be made to HBP under this Agreement. Institution hereby agrees to indemnify, hold harmless from and against any and all fines, penalties, taxes (including interest thereon) (collectively, "**Liabilities**") that may arise in India, asserted against HBP to the extent that such Liabilities result from the default in payment of taxes attributable



to the payments made or to be made to HBP in India. The pricing set forth in this Agreement is the confidential information of HBP and may not be shared with any third parties without HBP's prior consent.

Other Fees

Pricing of HBP Material is based on course level (degree-granting/non-degree granting) and the current prices are listed on the HBP Education website www.hbsp.harvard.edu and the pricing is subject to change.

HBP will extend Institution the following discounts on material not defined as HBP Material in Annexure A, and HBP Material used in programs not listed in Annexure A:

- 45% off degree-granting prices;
- 45% off non-degree granting prices for non-degree open enrollment programs; and
- 22% off non-degree granting prices for "in-company" or company-specific Executive Education programs.

HBP will send Institution invoices after each usage report has been processed.

This Agreement does not cover book chapters that have not been digitized and provided to Institution via the delivery process specified in this Agreement. Requests for those materials must be cleared through HBP's Permissions Department and additional fees will apply. Permission must be requested in advance by contacting permissions@hbsp.harvard.edu.

Reporting:

Reporting dates should align with Institution's add/drop period(s) during the Term. Institution will report by the following method(s):

- a) Spreadsheet

Reports will be due as follows:

- May 1st 2025
- August 1st 2025
- November 1st 2025
- January 31st 2026

*Recommendation to
be approved and
will be applicable
from 1st Feb. 2025*

*Paul Puri
31/01/2025*

Dean Academics

*It may be taken forward for
further process.*

JF. Regishai

06/02/2025

