

part and a first of the second of the conficulty of the conficulty

Date: 03/05/2017

To.

GIST Information Solution Pvt Ltd (VIDEEYA),

New Delhi

Mobile: 9619194485

A.R.KALSEKAR POLYTECHNIC Outward No. 4967 Date. Q3/05/2017

Subjects: Purchase order for E Books

Ref: Your quotations & subsequent negotiation held during purchase committee meeting.

Dear Sir,

This is reference to your quotation dated 10/04/2017, and final negotiation during purchase committee meeting. We are now pleased to release our purchase order as per the following terms & conditions.

Description	E- Books Title	Delivery	Amount	Payment term
E Books	112	After Paymer	nt 1,99629 + 29,944	100% Advanced
			(Tax) = 2,29,573	

Amount in Words: Two Lakhs Twenty Thousand Five Hundred and Seventy Three Only/-

List is Attached Herewith.

Term and Conditions:

- * Onetime Payment for listed books
- * Download option must for 6 concurrence users.
- * As per your terms & Conditions

LIBRARIAN

PRINCIPAL



Institutional License Agreement

This License Agreement ("Agreement") entered into as of the 63 5 2017 (the "Effective Date") is made by and between GIST Information Solutions Private Limited, with offices at 877, Udyog Vihar, Phase-5, Gurgaon, Haryana. ("GIST") and A.I. A.R. Kalsekar Polytechnic whose principal office is located at New Panyel. ("Subscriber").

WHEREAS, the Academic Content is being made available by GIST via it's portal Videeya.com. The eBooks have been acquired from various Domestic and International Publishers for onward use by the Subscriber/End User.

WHEREAS, Subscriber desires an Agreement to access and use the Academic Content (or eBooks) in the manner described below in accordance with this Agreement;

Definitions: As used in this Agreement, the following terms have the designated meanings:

Publisher - Owner of Academic Content. The Publisher of the eBook owns all copyright and intellectual property rights of academic content in the eBook.

Academic Content - Refers to eBooks purchased by Subscriber and made accessible on Videeya.com as per the terms contained in this agreement.

Subscriber - An Organization willing to buy Academic Content or eBooks with non-exclusive, non-transferable license to access.

End User – Refers to an authorized user of Subscriber. End User must be a registered member of Subscriber organization. End User enrolled in a course, employed, resides in the Subscriber organization.

DRM - means Digital Rights Management.

Intellectual Property - means all intellectual and industrial property or other rights (including, without limitation, applications for the grant of or registration of such property or rights)

Subscribed Academic Content - means the aggregate of all eBooks acquired by Subscriber;

Terms and Conditions

Scope of License

- 1. GIST Information Solutions Private Limited ("GIST") agrees to grant the Subscriber non-exclusive and nontransferable access to the eBooks subscribed or purchased via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this License.
- 2. "Authorized users" are employees, faculty, staff, or students officially affiliated with the Subscribing Institution, and authorized on-site patrons of the Institute's library facilities.
- 3. Different campuses are considered different sites even if they are within the same city. Departments or libraries of the same campus are considered part of the same site.
- 4. Subscriber shall cooperate with GIST and the Publisher in the investigation of any unauthorized use of the Subscribed Educational Content of which Subscriber is made aware and use best efforts to remedy such unauthorized use and prevent its recurrence. In the event of any unauthorized use of the Academic Content by an Authorized User, in addition to any remedies available herein, GIST may suspend or terminate such Authorized User's access to the Subscribed Educational Content (for example, by blocking an individual user's IP address or other means)

Data Security

- 5. The license includes authorization of access by means of the subscriber Internet Protocol Addresses (listed in *Annexure I*) to allow site-wide online access by authorized users via Multiple connections. If a proxy server is being registered for access, the subscriber agrees to maintain the security of the access by authenticating Authorized Users before allowing use of the proxy to any remote or on-site user.
- 6. An Authorized User may not make the electronic version of the book(s) available to anyone other than another Authorized User, whether by telephone link or by permitting access through his or her terminal or computer, or by other similar or dissimilar means or arrangements.
- 7. The Institute agrees to make reasonable efforts to maintain security and monitor all use (Including unauthorized use) from its respective site and to communicate the terms of the license to their users.

Access

- 8. The license includes perpetual/lifetime access of the eBooks listed in Annexure II through the Institute's IP address. This Agreement will remain in effect in perpetuity unless platform is going obsolete in that event GIST will provide prior notice to the client to save the subscribe data.
- The Publisher defines the term of Perpetual/ Life time access and if in future at the discretion of publisher any term is amended/redefined, GIST will duly inform the modification to the subscriber.
- 10. The Platform maintenance fee will be waived off for three years from the commencement of access to the content. After 3 years, the Subscriber will be charged an Annual Platform Maintenance Fee of \$150. This fee may be waived off if Subscriber acquires minimum 20 eBooks titles in each year.
- 11. If the Subscriber stops buying eBooks and ceases to pay the annual maintenance fee, GIST will provide a one-time download option for subscribed academic content within a DRM protected environment to the Subscriber.
- 12. GIST reserves the right to suspend and/or terminate access to the eBooks without prior notice if the Institute or its authorized users violate any term of this Agreement. Any use of the subscribe eBooks beyond the scope of the License or any fraudulent, abusive, or otherwise illegal activities may be grounds for termination of access.

Content

- 13. GIST provides a system and method for Users to browse, pay and access eBooks (the "Subscribed Educational Content") via Platform videeya.com
- 14. The End User and/or Subscriber understands that the videeya.com is only a Platform, and while using it end user will be exposed to Content from a variety of sources, and that GIST is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content or other content. The End User and/or Subscriber furthers understands and acknowledges that end user may be exposed to Content that is



thereof, the End user is solely responsible for any loss, damage or deletion of that Content and GIST or the Platform shall have no liability for any loss, damage, or deletion of that digital Content.

- 19. GIST grants the Subscriber a non-exclusive, non-transferable, revocable license to download and use each digital content.
- 20. End User will not transmit, modify, publish, sell, rent, lease, loan, distribute, license, or otherwise transfer any digital Content or part thereof. End User will not remove or modify any proprietary notices or labels on any digital content or modify, defeat, tamper with security or digital rights management features that protect or limit access to or use of any digital Content.

Rights and Obligations

- 21. GIST will use reasonable endeavors to make the Licensed Educational Content available to the Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to the Institute in advance, wherever possible), and to restore access to the Licensed Educational Content as soon as possible in the event of an interruption or suspension of the service.
- 22. Authorized Users cannot download and print Subscribed Educational Content (eBooks). This right is strictly for non-commercial, educational and training purpose. Automated searching or downloading by use of scripted searches, robots, spiders, crawlers, or otherwise, is prohibited.
- 23. The Subscriber shall make sure that users do not incorporate all or any part of the Licensed Educational Content in course packs and electronic reserve collections without the prior written permission of the Publisher.

24. The Subscriber is not authorized to remove or alter the authors' names or GIST's copyright notices or other means of identification or disclaimers as they appear in the

Licensed Educational Content, nor to systematically make print or electronic copies of multiple extracts of the Licensed Educational Content, including complete issues, for any purpose and distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network.

- a. The Subscriber may not assign or transfer its rights under this Agreement.
- b. Licensing of eBooks to a Subscriber is based on the sole discretion of GIST.

Termination

25. GIST reserves the right to suspend and/or terminate access to the eBooks without prior notice if the Subscriber or its authorized users violate any term of this Agreement. Any use of the Publisher's eBooks beyond the scope of the License or any fraudulent, abusive, or otherwise illegal activities may be grounds for termination of access.

Indemnification and Limitation of Liability

- 26. In no event will GIST, its officers, directors, employees, affiliates, agents, licensors or any party involved in creating, producing or delivering GIST Services be liable in any manner, whatsoever for any damages of any kind, including but not limited to indirect, incidental, consequential, special or punitive damages.
- 27. The Subscriber agrees to waive and hereby do waive, any legal or equitable rights or remedies against GIST with respect thereto and agree to indemnify and hold GIST, its owners/operators, affiliates, suppliers and/or licensors harmless to the fullest extent allowed by law regarding all matters related to the content and use of Videeya.com



Governing Law and Jurisdiction

28. These terms and conditions will be construed only in accordance with the laws of Republic of India. In respect of all matters/disputes arising out of, in connection with or in relation to these terms and conditions or any other conditions on this website, the courts of New Delhi shall have the jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

GIST Information Solutions Pvt. Ltd.

Name-Tarun Arora

Designation-Director

Signature-

Date-

Subscriber: A.I.A.R. Kalsekar Polytechn

Name-Khatik Ramjan Ahmed

Designation-Principal. .

Signature-

Date- 3/5/20/7_

July

Principal
ANJUMAN-I-ISLAM'S
ABDUL RAZZAK KALSEKAR POLYTECHNIC (169)
PANVEL- 410206, NAVI MUMBAI

forg on della



ANNEXURE I - LIST OF <SUBSCRIBER> IP ADDRESSES

ANNEXURE II - LIST OF EBOOKS LICENSED TO <SUBSCRIBER>

Representation 2 grant Committee Com and [Camery Development Credit Bank Limited)
of Neel Udinyan, Sanjay Co-op HSG Society,
Sector No. 3E, Karamboli Navi Mumbai - 410218.
PESC. DCBL000084

Valid for 3 months from date of issue

Thousand Five Hundred Seventy Three Only

the

Please sign above

,-B INTSIEGE INTERESTEDENT

Figures toward to the sold of the sold of

*229,573.00

For A ! ABDUL RAZZAK KALSEKAR POLYTECHNIC