

Services Agreement **Amendment**

____ Agreement number
Microsoft affiliate to complete

40321444

This amends the Services Agreement identified above between _____ and Microsoft Operations Pte as of the effective date identified below. Any terms that are used but not defined in this amendment will have the same meanings as in the agreement.

I. Amendment.

1. Section 3 a **Pre-existing work** of the Agreement is hereby amended by replacing it in its entirety with the following:

All rights including any intellectual property rights in any computer code or materials (other than products and fixes) developed or otherwise obtained independently of the efforts of a party under a statement of services ("pre-existing work") shall remain the sole property of that party. During the performance of services, each party grants to the other (and our contactors as necessary) a temporary, non exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, we grant you a non exclusive, perpetual, fully paid up license to use, reproduce and modify (if applicable) our preexisting work in the form delivered to you as part of the service deliverables only for your internal business operations. Your license to our pre existing work is conditioned upon your compliance with the terms of this agreement and the statement of services and the perpetual license applies solely to our pre-existing work that we leave to you at the conclusion of our performance of the services.

2. The following new clause 3 g **Distribution of Services** is hereby appended at the end of clause 3:

You are granted the right to redistribute the service deliverables for any purpose whatsoever, without the need for further authorization to exercise such rights or any obligation of accounting or payment of royalties. Any distribution of service deliverables, as permitted by section 3 and as per interpretation of the clarifications mentioned in this document, must be pursuant to a license agreement that includes (i) a license grant with a statement of ownership and restrictions consistent with the terms of the agreement; (ii) a prohibition against reverse engineering, decompiling and disassembly of code, except to the extent expressly permitted by applicable law despite such limitation; and (iii) a disclaimer of all warranties and consequential damages and a reasonable limitation of liability, each of which must be on behalf of any for the benefit of your suppliers. You will reimburse us for any costs or damages that result from distribution (either directly or indirectly) or marketing of any service deliverables or the use of the service deliverables by anyone who obtains them as a result of distribution (either directly or indirectly) or marketing by you (in case of any deliverables from the agreement).

3. Section 4 **Fees and expenses** of the Agreement is hereby amended by replacing it in its entirety with the following:

4. **Fees.** You agree to pay us (or our designees) the fees described in each statement of services. The fees do not include fees for products. Unless otherwise stated in a statement of services, (i) you agree to pay within 30 calendar days of the date of our invoice; and (ii) we will not change our hourly rates identified in a statement of services during its term, but we may adjust our hourly rates prior to entering any new statement of services. Our fees exclude any taxes, duties, tariffs, levies or other governmental charges or expenses (including, without limitation, any value added taxes), which will be billed to and paid by you. We are responsible for taxes based upon our personal property ownership and net income. We may, at our option, assess a finance charge of the lesser of 4% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts. We will have no obligation to continue to provide services if you fail to make timely payment.

Agreement Amendment v6.3
April 2004

Amul
MEMBER SECRETARY
Punjab Land Records Society
Kapurthala Raod
JALANDHAR,

Page 1 of 2

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28 DEC 2006
23 OCT 2006

II. Effect of Amendment.

Except as specifically amended by this amendment, all provisions of the agreement shall remain unchanged and in full force and effect. When this amendment is fully executed, you will receive a confirming copy.

Customer	Microsoft
Name	Microsoft Operations Pte
Signature <i>Ahmed</i>	Signature <i>Ueling</i>
Printed Name	Printed Name UELING
Printed Title	Printed Title Program Manager
Signature Date	Effective Date 23 OCT 2006

MEMBER SECRETARY
Punjab Land Records Society
Kanyuhara Road
JALANDHAR:

Prepared by: Nandita Luthra

Ueling

Services Agreement

Microsoft Business Agreement number
(Microsoft affiliate or its designee to complete)

U 0321444

Microsoft Services Agreement number
(Microsoft affiliate to complete)

98V60125

This Microsoft Services Agreement is entered into between the following entities signing, as of the effective date identified below.

This agreement consists of (1) this cover page, (2) the contact information page(s), (3) the attached terms and conditions, and (4) the terms of the Microsoft Business Agreement identified above ("Microsoft Business Agreement" or "MBA"), all of the terms of which are incorporated in any work orders, services descriptions, or other statement of services referencing this agreement (each a "statement of services").

By signing below, you and we agree to be bound by these terms and you represent that you are the entity that signed the Microsoft Business Agreement, or an affiliate of that entity.

Customer	Contracting Microsoft affiliate
Name of entity * <i>Punjab Land Records Society</i>	Microsoft Operations Pte Ltd
Signature * <i>AS</i>	Signature <i>U Li Ong</i>
Printed name * <i>Arundev Singh</i>	Printed name U LI ONG
Printed title * <i>Member Secretary</i>	Printed title Program Manager
Signature date *	Signature date (date Microsoft affiliate countersigns) 23 OCT 2006
	Effective date (may be different than signature date) 23 OCT 2006

* indicates required fields

U Li Ong

Contact Information

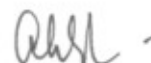
Contact information. Each party will notify the other in writing if any of the information in the following contact information page(s) change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this agreement by us, our affiliates, and other parties that help us administer this agreement.

Primary contact information: The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this agreement and will receive all notices. The online administrator may appoint other administrators and grant others access to online information.

Customer (* Indicates required fields)		
Name of entity * Punjab Land Records Society	Contact name * Last Singh First Arvinder	
Street address * office of Director of Land Records	Contact email address (required for online access) *	
City * Jalandhar	State/Province * Punjab	Phone * 0181-2254018
Country * India	Postal code * 144002	Fax 0181-2254935

Language preference: This section designates the language in which you prefer to receive notices.

English


MEMBER SECRETARY
Punjab Land Records Society
Kapurthala Road
JALANDHAR:




Terms and Conditions

1. **Definitions.** Any terms not otherwise defined herein will assume the meanings set forth in the Microsoft Business Agreement.

"contractors" means any third party supplier or other provider of computer technology or related services.

"developments" means any computer code or materials (other than products, fixes or pre-existing work) developed by us or in collaboration with you which is provided to you in the course of performance of a statement of services.

"fixes" means product fixes, modifications, enhancements or their derivatives that we either release generally (such as commercial product service packs) or that we provide to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds).

"joint ownership" means each party has the right to independently exercise any and all rights of ownership now known or hereinafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties.

"open source license terms" means license terms that require computer code to be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge.

"pre-existing work" means computer code or materials (other than products or fixes) developed or otherwise obtained independently of the efforts of a party under a statement of services.

"product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing we make available to you for license which is published by us, our affiliates, or a third party.

"service deliverables" means any computer code or materials, other than products or fixes, that we leave with you at the conclusion of our performance of services.

"services" means all support, consulting and other services or advice, including any resulting deliverables provided to you under the terms and conditions of this agreement.

"statement of services" means any work orders, services descriptions, or other statement of services referencing this agreement.

2. **Services.** The precise scope of the services will be specified in a statement of services. You or any of your affiliates may enter into statements of services under this agreement with our local affiliate. Our ability to deliver the services depends upon your full and timely cooperation, as well as the accuracy and completeness of any information you provide. This agreement does not obligate either party or its affiliates to enter into any statements of services.

3. **Ownership and license of service deliverables.**

a. **Products and fixes.** All products, related solutions and fixes provided under a statement of services will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. You are responsible for paying any licensing fees associated with products.

b. **Pre-existing work.** All rights in any pre-existing work will remain the sole property of the party providing the pre-existing work. During the performance of services, each party grants to the other (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services.

Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, we grant you a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) our pre-existing work in the form delivered to you as part of the service deliverables only for your internal business operations.

The perpetual license to our pre-existing work that we leave to you at the conclusion of our performance of the services is conditioned upon your compliance with the terms of this agreement and the applicable statement of services.

- c. **Developments.** Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full we grant you joint ownership in the developments. Each party shall be the sole owner of any modifications that it makes based upon the developments. You agree to exercise your rights for your internal business operations only and you will not resell or distribute the developments to any third party.
- d. **Affiliates rights and sublicensing to affiliates.** Except as may be otherwise explicitly agreed to in a statement of services, you may sublicense the rights to the service deliverables granted hereunder to your affiliates, but you or your affiliates may not further sublicense these rights.

Any sublicensing of the service deliverables to your affiliates, if permitted must be consistent with the license terms in this agreement or in any statement of services.

- e. **Open source license restrictions.** Because certain third party software is subject to open source license terms, the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms.

Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by open source license terms.

- f. **Reservation of rights.** All rights not expressly granted are reserved. Any use restrictions will survive termination or expiration of this agreement or a statement of services.

4. Fees and expenses. You agree to pay us (or our designees) the fees described in each statement of services. The fees do not include fees for products. Unless otherwise stated in a statement of services, (i) you agree to pay within 30 calendar days of the date of our invoice and (ii) we will not change our hourly rates identified in a statement of services during its term, but we may adjust our hourly rates prior to entering any new statement of services. Our fees exclude any taxes, duties, tariffs, levies or other governmental charges or expenses (including, without limitation, any value added taxes or goods and services taxes), which will be billed to and paid by you. We are responsible for taxes based upon our personal property ownership and net income. We may, at our option, assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law (if any) on all past due amounts. We will have no obligation to continue to provide services if you fail to make timely payment.

5. Supportability. We may add support for new products or discontinue support for existing products from time to time. If we discontinue support for a product, we will inform you six months in advance of the discontinuation by posting the information at <http://support.microsoft.com> or any successor site. If we sell a product to another company, we will give you notice of the sale and at the time of notice we will either (i) arrange for the other company to continue the support; or (ii) continue support ourselves for 90 days to give you time to make alternative arrangements.

There may be cases where your implementation of our products cannot be effectively supported. As part of providing the support services, we will notify you if we reach that conclusion. If you do not modify the implementation to make it effectively supportable within 30 calendar days after the notice, we will not be obligated to provide additional support services for that implementation; however we will continue to provide support for your other supportable implementations covered by the statement of services.

For statements of services for support, we will use commercially reasonable efforts to provide the support services for those products covered in the statement of services, provided they are validly licensed to you.

We may use any technical information we derive from providing services related to our products for problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base.

6. Term and termination. This agreement will remain in effect until terminated. Either party to this agreement may terminate it at any time by giving at least 60 calendar day's prior written notice. To the

extent necessary to implement the termination provisions of this agreement, each of the parties waives any right it has, or obligation that the other party may have, now or in the future under any applicable law or regulation, to request or obtain the approval, order, decision or judgment of any court to terminate this agreement. The term of any statement of services will be set forth in the statement of services.

Either party signing the cover page may terminate this agreement if the other party is in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach.

The sole effect of terminating this agreement will be to terminate the ability of either party to enter into subsequent statements of services under this agreement. Termination of this agreement will not, by itself, result in the termination of the Master Business Agreement, any statement of services previously entered into (or extensions of the same) under this agreement, and the terms of this agreement will continue in effect for purposes of such statements of services unless and until the statement of services itself is terminated or expires.

In addition, unless otherwise provided in a statement of services, your affiliate that signed the statement of services may terminate it for any reason by giving our affiliate that signed the statement of services 30 calendar days prior written notice. Either party to the statement of services may terminate it if the other party is (i) in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach or (ii) fails to pay any invoice that is more than 60 calendar days outstanding. You agree to pay all fees for services performed and expenses incurred prior to termination and any additional amounts that may be specified in a statement of services.

7. Insurance. We will procure and maintain the following insurance coverage at all times when performing services on your premises under this agreement, via either commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative:

- a) Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$2,000,000 each occurrence;
- b) Workers' Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance) covering Microsoft employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by our employees;
- c) Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;
- d) Professional Liability/Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by us or our employees in the performance of services, with a limit of liability of not less than U.S. \$2,000,000 per claim; and
- e) Automobile Liability (if vehicles are brought on your premises or used in the performance of services) with U.S. \$2,000,000 combined limit per occurrence, for bodily injury and property damage combined covering owned, non-owned and hired vehicles.

We will provide you with evidence of coverage on request.

8. Miscellaneous.

a. Entire agreement. The MBA, this agreement, and the statements of services constitute the parties' entire agreement concerning the subject matter hereof, and supersede any other prior and contemporaneous communications. The terms of these documents will control in the following order: (i) the MBA; (ii) this agreement; (iii) any statement of services. Any terms and conditions, maintained by you or your affiliates or contained in any purchase order, will not apply. Any change to this agreement or a statement of services must be in writing and signed by both parties.

b. Assignment. Neither party may assign this agreement or any statement of services without the written consent of the other.

We may use contractors to perform services, and we will be responsible for their performance subject to the terms of this agreement.

c. Survival. The sections regarding ownership and license, fees, term and termination, and miscellaneous of this agreement will survive any termination or expiration of this agreement or any statement of services.

d. Privacy. If you disclose personal information (namely information about an identifiable individual) about your clients or intended clients to us:

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- (i) we will only use that personal information for the purposes of providing services to you and will treat it in the same way as your confidential information; and
- (ii) you warrant that your disclosure of the personal information, and our use or handling of it in accordance with this agreement, will not give rise to any cause of action against you or us.

We may transfer such personal information outside your country to our affiliates for the purpose of providing services to you.

e. Governing law.

- (i) If you are located in Australia, the parties agree that this agreement will be governed by the laws of New South Wales.
- (ii) If you are located in Bangladesh, Indonesia or Sri Lanka, the parties agree that this agreement will be governed by the laws of Singapore.

If you are located in a jurisdiction cited below, the following specific provisions will replace or supplement the equivalent provisions above:


The Philippines

Replace Terms and conditions, Section 4, Fees and expenses, with the following:

4. Fees and expenses. You agree to pay us (or our designees) the fees described in each statement of services. The fees do not include fees for products. Unless otherwise stated in a statement of services, (i) you agree to pay within 30 calendar days of the date of our invoice and (ii) we will not change our hourly rates identified in a statement of services during its term, but we may adjust our hourly rates prior to entering any new statement of services. *We will pay all Philippine taxes on all payments under each statement of services. If you fail to pay our fees by the due date, you will be in default and must on demand pay to us default interest on the amount due from the due date of payment until the date of actual payment at the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law (if any) on all past due amounts.* We will have no obligation to continue to provide services if you fail to make timely payment.

Supplement Terms and conditions, Section 8, Miscellaneous, with the following:

f. Continued access to improvements. *We will make available to you, through appropriate statements of services, continued access to improvements in techniques and processes related to Microsoft® products validly licensed to you.*


MEMBER SECRETARY
Punjab Land Records Society
Kapurthala Raod
JALANBHAR:

