



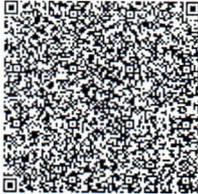
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK18155854009419T
Certificate Issued Date : 12-Mar-2021 12:52 PM
Account Reference : NONACC (SV)/ uk1264704/ DOIWALA/ UK-DH
Unique Doc. Reference : SUBIN-UKUK126470439921879662948T
Purchased by : SWAMI RAMA HIMALAYAN UNIVERSITY
Description of Document : Article Miscellaneous
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : SWAMI RAMA HIMALAYAN UNIVERSITY
Second Party : AKHIL SYSTEMS PVT LIMITED
Stamp Duty Paid By : SWAMI RAMA HIMALAYAN UNIVERSITY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

AARTI KUKRETI
STAMP AGENT
TEHSIL DOIWALA, D.DUN



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SOFTWARE LICENCE AND SUPPORT AGREEMENT

MIRACLE Enterprises HIS Software Agreement ("Agreement") is made on the 3rd (Third) Day of March, 2021 by and between.

The Swami Rama Himalayan University (SRHU) (a University established by Uttarakhand Act No. 12 of 2013) having its office at Swami Ram Nagar, Jolly Grant, Dehradun 248016, Uttarakhand represented by its Registrar, Dr. Vinit Mehrotra, hereinafter referred to as the "Licensee/Vendee/SRHU/First Party (Which expression shall be deemed to include its heirs, legal representatives, executors, successors and assigns).

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.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.

AND

AKHIL SYSTEMS PVT. LTD. (ASPL), Registration No. 55-35900 a private limited company incorporated under the laws of India having its principal place of business at 205-206, Vardhman Times Plaza, Plot No. 13, Road No. 44, Pitampura Commercial Complex, New Delhi – 110034 India represented by its Managing Director Mr. Sanjay Kumar Jain, hereinafter referred to as the “Licensor/Vendor/ASPL/Second Party” (Which expression shall be deemed to include its heirs, legal representatives, executors, successors and assigns)

The “SRHU/First Party” and “ASPL/Second Party” may hereinafter be referred to individually as “Party” and collectively as “Parties”.

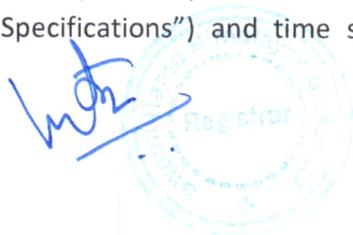
WHEREAS:

- i. The First Party is engaged in the service of providing healthcare facilities and is running and operating a multi-specialty hospital namely “Himalayan Hospital” at Swami Ram Nagar, Jolly Grant, Dehradun, Uttrakhand.
- ii. The Second Party is provider of one of the pioneer Hospital Information System (HIS) with more than **26 years** of experience in the single domain of healthcare and offers comprehensive and cost effective healthcare software solutions by automating needs of clinical, administrative and financial areas in paperless environment. The Second Party’s MIRACLE HIS is a comprehensive and complete solution designed that automates the clinical and administrative functions and enables the healthcare providers to improve their operational effectiveness, consequently reducing costs and medical errors, while enhancing quality of care. The Second Party’s solutions/software are designed to meet requirements of hospital of all sizes, medical colleges and nursing homes;
- iii. The Second Party approached and submitted a detailed proposal dated January 18, 2021 to provide Miracle HIS and other related services to the First Party and this agreement sets out the terms and conditions mutually agreed between both the parties to provide said services to the First Party.

NOW, THEREFORE, in consideration of the negotiated final Price proposal submitted to the First Party on January 18th, 2021, both parties hereby agree as follows:

1: SCOPE OF WORK:

1.1: The Second Party shall design, customize and implement its Web based **MIRACLE HIS Software** at Himalayan Hospital in accordance with the specifications, requirements, and deliverables (“Specifications”) and time schedule described hereunder. The First Party shall



cooperate with the Second Party's reasonable requests for information necessary to accomplish the tasks and objectives for completion of the software implementation. The supply of the MIRACLE HIS SOFTWARE includes License, customization, Implementation, interfacing with training and full phase access to the software for ensuring the optimum use as per the requirement of the First Party.

Scope & Deliverables by Second Party:-

- Miracle HIS Software implementation of modules as per mentioned in annexure-1
- All existing already interfaced Lab Machines and other machines which are running and functional at the time of implementation.
- All existing SMS & Emails events
- Migration of all Data from Legacy Systems to New Miracle HIS.
- Interface with QMS Software
- Interface with CIMS drug database
- Implementation around 5 to 6 months.
- Training to trainer/ IT Dept.
- Barcode Interface on Patient Registration, Sample Collection, on Admission & Pharmacy Management.
- Interface with PACS Software
- Interface with Tally / MS- Navision
- Interface with HR Software

1.2: The Second Party shall provide the modules to the First Party as detailed in **Annexure I** of this agreement.



2: PRICE

2.1 The Second Party shall be paid by the First Party in the manner detailed below:

S. NO.	DESCRIPTION	TOTAL COST (INR)
1.	Cost of Miracle HIS Software for above mentioned Modules for HIMALAYAN HOSPITAL-DEHRADUN single site. <i>Includes:</i> <ul style="list-style-type: none">• All existing already interfaced Lab Machines• All existing SMS & Emails events• Data Migration from Legacy Systems to New Miracle HIS wherever technical feasible.• Interface with QMS Software• Interface with CIMS drug database• Implementation around 5 to 6 months.• Training to trainer/ IT Dept.• Barcode Interface on Patient Registration, Sample Collection, on Admission & Pharmacy Management.	52,00,000
2.	Cost of additional Modules: <ol style="list-style-type: none">1. Patient Portal (view lab results, case sheet, Appointment and Patient Feed Back)2. Mobile Apps (view lab results, case sheet, Appointment and Patient Feed Back)3. Doctors Apps4. Patient Tele consultation5. Linen & Laundry Management6. CSSD	
3.	Interfaces cost: <ul style="list-style-type: none">• Interface with PACS Software• Interface with Tally Software• Interface with HR Software	
	TOTAL COST	52,00,000 + Taxes
4.	Interface with Smart Card	On actual basis

Note: Taxes (GST@18%) applicable for all transaction as per Government Norms.

2.2: The cost of Miracle HIS Software shall be INR 52,00,000/- (Indian Rupees fifty two Lakh Only) exclusive of any Taxes which will be applicable on this price as per prevailing tax rates applicable at the time of Billing, if any.



2.3: The cost shall not include Cost of Hardware, networking, Operating Systems, SQL Server and any third-Party software however the Second Party shall in advance give hardware requirement to the First Party.

2.4: The project cost shall be consolidated cost for the complete set of modules agreed between parties. The Second Party shall customize, install and implement all the modules but in case any of the modules shall be installed and not used by the department concern due to their own reason, then that will not lead to non-payment of that module.

2.5. Annual Maintenance Contract (AMC) Charges:

- a) AMC will remain same and continue as per the current HIS Software running at the existing hospital (Himalayan Hospital) of the First Party which is Rs.5,63,983/- (Rupees Five Lakh Sixty Three Thousand Nine Hundred Eight Three) per annum excluding of GST.
- b) For smooth running of the HIS, the AMC shall include bug/error rectification/changes, if any required because of statutory compliance.

3: RESPONSIBILITIES OF FIRST PARTY

3.1: The First Party shall install Firewall and all required security system to protect Installed New System.

3.2: The First Party would provide Local hospitality for Implementation Team (Boarding, Lodging, food & Local conveyance, if required from Guest House/Hotel to Hospital) for Second Party's Engineers and Project Director.

3.3: The First Party shall arrange required Internet Bandwidth and provide access rights to the Miracle HIS Software Application servers to the Second Party.

3.4: The First Party shall procure server Hardware, Server Operating System software and Database software in the required specifications and quantities.

3.5: The First Party shall procure and arrange to install the recommended servers, Printers local Area Networks, Internet connections along with OS and Database, at its own cost.

4: OTHER TERMS AND CONDITIONS

4.1: Source Code is an intellectual property of the Second Party and supply of Source Code is not a part of this offer.

4.2: Both the parties agree that no Party to the agreement shall offer any employment to other Party's personnel for (36) thirty-six months valid from date of the P.O or agreement, whichever is earlier.

4.3: The Second Party in the interest of the First Party hereby commits itself for the fulfilment of all the agreed terms and conditions of this agreement.

Handwritten signature in blue ink and a circular official stamp of the Registrar, Pitampura, New Delhi.

Official circular stamp of Akhil Systems Private Limited, Pitampura, New Delhi.

4.4: Training will be provided to the Domain / Champion Users identified by the First Party for all department during the implementation phase of HIS. The First Party will also depute one / two Trainers who will be fully trained by the Second Party on **Miracle HIS Software** for onward training for future training of the users of the First Party. These two Trainers will also assist in testing the application whenever it is updated with the new patches.

4.5: The above mentioned cost as mentioned in clause 2.2 of this agreement is based on current hospital management system modules installed at the hospital of the First Party by the Second Party. The functionalities, customizations shall be determined/finalized after system requirement study done by the Second Party and as described in modules description provided by the Second Party and experience of the Second Party from the installations of a similar nature. Akhil Offer Standard Best Practice HIS Software.

5: TERMS OF PAYMENT:

5.1: The First Party agrees to pay the Second Party in the manner as detailed in **Annexure-II** of this agreement on submission of bills with the First Party.

5.2: Taxes applicable for all the transaction shall be charged as per Government Norms.

5.3: All Payment through Cheque/NEFT/DD in the name of "**Akhil Systems Pvt. Ltd.**", New Delhi.

6: SUPPORT

6.1: The Second Party shall provide remote support to the First Party and entitles the First Party to receive support and maintenance services, bugs Fixing, Statutory reporting maintenance and any clarifications required by the First Party on the use of Software options (help desk access) during working hours, 5 days a week Monday to Friday (09:30 A.M. to 06:30 P.M. Indian Standard Time) through a single point of contact / Account Manager of Second Party.

6.2: The Second Party agrees to arrange to assign a single point of contact / Account Manager who shall provide critical support services during (24X7) period as and when required.

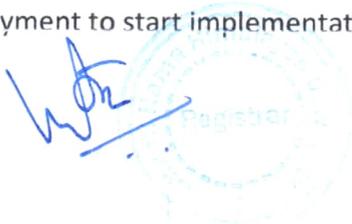
6.3: Support Response Time Goals:-

The SLA provided by the Second Party to the First Party is annexed as **Annexure – III**.

7: METHODOLOGY OF EXECUTION

7.1: A Steering Committee shall be formed by both the parties for Implementation of **Miracle HIS Software**.

7.2: The Second Party implementation Engineers will be sent to Himalayan Hospital after the signing of the contract and receiving of advance as per the agreed Payment Terms mentioned here above. The Second Party shall require minimum one week from the time of receipt of advance payment to start implementation process.



7.3: A detailed broad plan with mile stone which shall include month wise and week wise plan for deliverables, customization, implementation, training, UAT and template for master data shall be provided by the Second Party to the First Party.

7.4: After delivery of any module, the Second Party shall conduct the training and UAT sessions and get user acceptance sign-off/report from the each stakeholder of the First Party within 7 working days timeline after any module delivery.

8: IMPLEMENTATION SUPPORT

8.1: The member(s) of Core Team / Steering Committee formed by the First Party, shall be responsible for finalization of the application in all respects before starting the Training and Implementation process. All configuration requests shall be duly approved by the member(s) of the Core Team / Steering committee and then only forwarded to the Second Party for analysis.

8.2: No revisions, requirements or recommendations from individual user/department of the First Party shall be accepted/entertained by the Second Party. Any revision/requirement or any recommendation shall only be communicated to the Second Party by the Core Team/Steering Committee of the First Party.

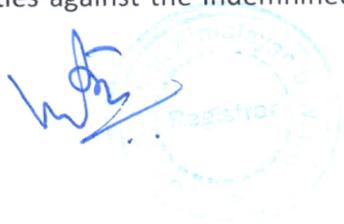
9: SCOPE OF USE AND LIMITATIONS ON USE

The First Party shall use the Software solely for the purpose of processing, storing and transmitting data, information etc. related to the patients of the Himalayan Hospital. The First Party shall not be authorized to make the software available for use by any means whatsoever to any other person / entity which are not owned by the First Party either directly or indirectly.

10: LIABILITY

10.1: The Second Party shall defend, hold harmless and indemnify the First Party and any Affiliate of the First Party from and against any and all losses, claims, costs, liabilities, damages (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses suffered or incurred by the First Party or any Affiliate of the First Party, their respective directors, officers, employees and agents (the Indemnified Persons) arising from or in connection with any fraudulent, willful or negligent act or omission by the Second Party or its officers, directors, employees, agents or subcontractors and/or any breach by the Second Party of this Agreement, Applicable Laws or arising directly or indirectly out of the performance or non-performance by the Second Party of its obligations under this Agreement.

10.2: The Second Party shall defend, hold harmless and indemnify the First Party and any Affiliate of the First Party from and against any levies, demands or claims that may be made by the relevant authorities against the Indemnified Persons or any payments made by the Indemnified



Persons in respect of tax demands or other charges or contributions relating to the provision of the Services by the Second Party.

11: REPRESENTATIONS AND WARRANTIES

11.1: Each of the Parties represents and warrants to the other Party that:

11.1.1: it has the power and authority to enter into this Agreement;

11.1.2: that the representations and warranties made under this Agreement are and will be true and accurate throughout the continuance of this Agreement;

11.1.3: this Agreement is legal, valid and binding on them and enforceable in the courts of law in India; and

11.1.4: all information communicated to or supplied by or on behalf of any Party to the other Party from time to time, is true, fair, correct, accurate and complete in all respects as on the date on which it was communicated or supplied or as at the date (if any) at which it is stated.

11.2: The Second Party hereby represents and warrants to the First Party that:

11.2.1: The execution, delivery and performance of this Agreement by Second Party will not (i) conflict with, or result in any material breach of, any of the terms of, or constitute a default under, any agreement, undertaking or document to which it is a Party or by which it or any of its property or assets may be bound; or (ii) contravene or conflict with any laws and regulations applicable to it; or (iii) contravene or conflict with any of the provisions of its constitutive documents.

11.2.2: Second Party will cooperate with the internal operating controls and security and data protection processes for any work to be done by Second Party in respect of the Miracle HIS Software;

11.2.3: Second Party warrants that the Software shall not infringe on any copyright, patent, trade secret or other intellectual property interest of any third Party. The Second Party will indemnify and hold the First Party harmless from and against all such infringement claims, losses, suits and damages including, but not limited to attorney's fees and costs. Following any bona-fide claim of infringement, Second Party shall promptly correct the Software so as not to be infringing, or secure (at its own expense) the right of the First Party to use the Software without infringement.

11.2.4 Second Party owns all intellectual property rights, including all copyright in the Miracle HIS Software and the Second Party has the full right and authority to license the Software and grant to Hospital the rights as granted under this Agreement;







11.2.5: The Miracle HIS Software is free and clear of any lien, encumbrance or claim of any third Party;

11.2.6: The Miracle HIS Software does not and shall not infringe the intellectual property rights of any third Party or violate any non-disclosure agreement, or other rights of any third Party;

12: TERM AND TERMINATION

12.1: Unless terminated earlier, this Agreement shall be valid for a period of 10 (Ten) years from the date of this Agreement ("**Term**") which shall be the effective date of this agreement, i.e.

12.2: This Agreement may be terminated during the phase of implementation by the First Party by providing a thirty (30) business day's prior written notice to the Second Party of its intention to terminate this Agreement ("**Termination Notice**"), if the Second Party does not fulfil the terms & conditions of the agreement.

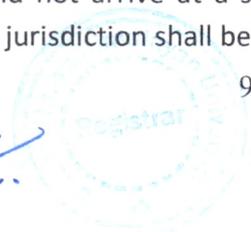
12.3: In the event of termination of this agreement, the First Party shall not be liable to pay any amount to the Second Party for any undelivered modules/works and the Second Party shall refund the amount, if any, paid by the First Party to the Second Party as an advance for the undelivered modules/works.

13: FORCE MAJEURE CLAUSE

Neither Party will be in breach of this Miracle HIS Software agreement nor it will be responsible for damages arising out of delays in performance caused by the acts of war or GOD, government authority, strike or labor disputes, fires or other loss of facilities, breaches of contract by suppliers, pandemic situation or others and similar occurrences as long as such Party is diligently attempting to correct the cause of the delays. During any such delay in performance, reasonable work around plans, computer system disaster recovery, alternate sources or other commercially reasonable means will be implemented to facilitate the provisions of services until the delay is corrected.

14: DISPUTE RESOLUTION AND GOVERNING LAW

14.1) The Parties to this arrangement, i.e. SRHU & ASPL will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between the authorized representatives of each of the Parties' with authority to settle the relevant dispute. In the event where parties could not arrive at a settlement, the same shall be resolved through legal/judicial and the place of jurisdiction shall be the courts of Uttarakhand.



14.2) This Agreement shall in all respects be governed by and construed in accordance with the laws of India.

15: LEGAL JURISDICTION

This Miracle HIS Software Agreement is governed by and construed in accordance with the laws of Indian Govt. and the Courts at Uttrakhand will have exclusive jurisdiction to try any suit or proceedings.

16: CONFIDENTIALITY

16.1: Each Party shall keep secret all Confidential Information, if any, transmitted to it or made available to it by the other Party and shall not pass such Confidential Information on, wholly or partly, to third parties without express written consent of the other Party.

16.2: The Parties shall not disclose the terms of this Agreement or make any announcement in respect of the subject matter thereof without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by law, rules or regulations, such disclosure shall be made (a) after the disclosing Party has taken reasonable steps to consult with the other Party as to the terms of the disclosure; (b) only to the extent necessary by such law, rule or regulation; and (c) only to the person or persons and in the manner required by law, rule or regulations or otherwise as agreed by the Parties.

16.3: A separate **Non-Disclosure Agreement** will be signed between the First Party and the Second Party to protect the confidentiality of the information of both the parties

17: NOTICES & COMMUNICATION

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within five (5) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.

Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

18: AMENDMENT

This Agreement may not be amended or modified except by an instrument in writing signed by the Parties hereto.





19: SEVERABILITY

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

20: PERFORMANCE & WAIVER

The failure of either Party to require the performance by the other Party of any of the terms of this Agreement shall not affect that Party's right to enforce such term or terms at some later time, and the waiver by either Party of any breach of any provision of this Agreement shall be in writing and shall not be deemed to be a waiver of any subsequent breach of such provision.

21: RELATIONSHIP

21.1: The Second Party shall not be considered as an employee of the First Party and in the performance of this Agreement, shall be and act as an independent Party. The Parties are and shall remain as independent contractors. The Second Party shall not be eligible for any benefits given by the First Party to its employees. Neither Party has the authority to bind the other or incur any liability or otherwise act on behalf of the other Party. No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties.

21.2: No provision of this Agreement shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this Agreement.

22: DISPUTE RESOLUTION

In case of any dispute, both the parties in good faith shall endeavor to resolve such dispute or claim through mutual discussion.

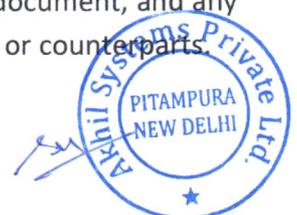
23: ASSIGNMENT

This Agreement cannot be assigned by the Second Party except with prior written approval of the First Party.

24: COUNTERPARTS

This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.



Miracle HIS Software Agreement is governed by and construed in accordance with the laws of Indian Govt. and the Courts at New Delhi will have exclusive jurisdiction to try any suit or proceedings.

Agreed By:



For



Registrar
(Swami Ram Himalayan University)



Agreed By:



For



Managing Director
(AKHIL SYSTEMS PVT. LTD.)



ANNEXURE I

LIST OF MIRACLE HIS MODULES PROVIDED BY THE SECOND PARTY

1. Emergency Management
2. Doctor Appointment
3. Patient Registration
4. EMR (Electronic Medical Record)
5. OPD Billing & Cash Collection
6. In-Patient A/D/T Management
7. Ward Management (Order Entry Management)
8. Discharge Summary Management
9. In-Patient Billing & Cash Collection
10. Operation Theatre Management
11. Purchase Management
12. Material & Department Inventory Management
13. Drugs Store & Pharmacy Management
14. Equipment Maintenance Management
15. Diet Order Management
16. Blood Bank Management
17. MRD
18. Reports related to above mentioned modules
19. MIS Dashboard
20. Patient Portal (view lab results, case sheet, Appointment and Patient Feed Back)
21. Mobile Apps (view lab results, case sheet, Appointment and Patient Feed Back)
22. Doctors Apps
23. Patient Tele consultation
24. Linen & Laundry Management
25. CSSD
26. IT Administration
 - Corporate TPA & Insurance Management
 - Facility Management
 - Package Creation
 - Software Management

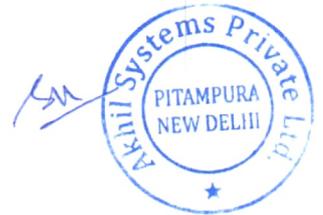


ANNEXURE II

PAYMENT TERMS:

	Description	% of Total Order Value
	Miracle HIS Cost along with your Order Letter	25%
	On Submission of BRS Reports	15%
	On Commencement of HIS training Phase-1 Modules	15%
	On Commencement of Live run Phase-1	20%
	On Commencement of HIS training Phase-2 Modules	10%
	On Commencement of Live run Phase-2	10%
	On Completion of Final Live run	5%

A handwritten signature in blue ink is written over a circular official stamp. The stamp is light blue and contains the word "Registrar" in the center, surrounded by a circular border with some illegible text.

A circular official stamp in blue ink. The outer ring contains the text "Anhil Systems Private Ltd." and a star at the bottom. The inner circle contains the text "PITAMPURA NEW DELHI". A handwritten signature is written over the stamp.

ANNEXURE III

SERVICE LEVEL AGREEMENT (SLA)

BETWEEN HIMALAYAN HOSPITAL, DEHRADUN

AND

AKHIL SYSTEMS PVT. LTD., NEW DELHI

1. Akhil will be responsible for up keeping, up gradation and maintenance of HIS Software. Regarding up-keeping & up-gradation whenever Akhil will develop any new functionality to overall improve the functioning of the system, Akhil will discuss and demonstrate to the IT Team and then if they approve for the implementation, then the Patch for the new functionality will be sent with proper documentation. The Patch will be first updated in the Testing Server and after testing then it will be updated in the Live Server.

Regarding maintenance of the software, following will be applicable:

Definition applicable in maintenance service

- i. **Minor Error**
- ii **Major Error**
- iii **Enhancement**
- iv **Change**

Severity Level definitions

Level 1 Minor : User related queries.

Level 2 Moderate: A bug where one of the components may not be functioning Correctly and the software usage is not routinely impacted.

Level 3 Serious : A bug or combination of problems that affect the work, but where an alternative operation is available.

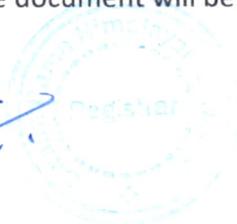
Level 4 Critical : A bug where the work has been stopped and no work around is Available or data is compromised or lost.



Level 5 New Feature: An added functionality or feature that the user wishes to be added.

Application Support Plan as outlined below –

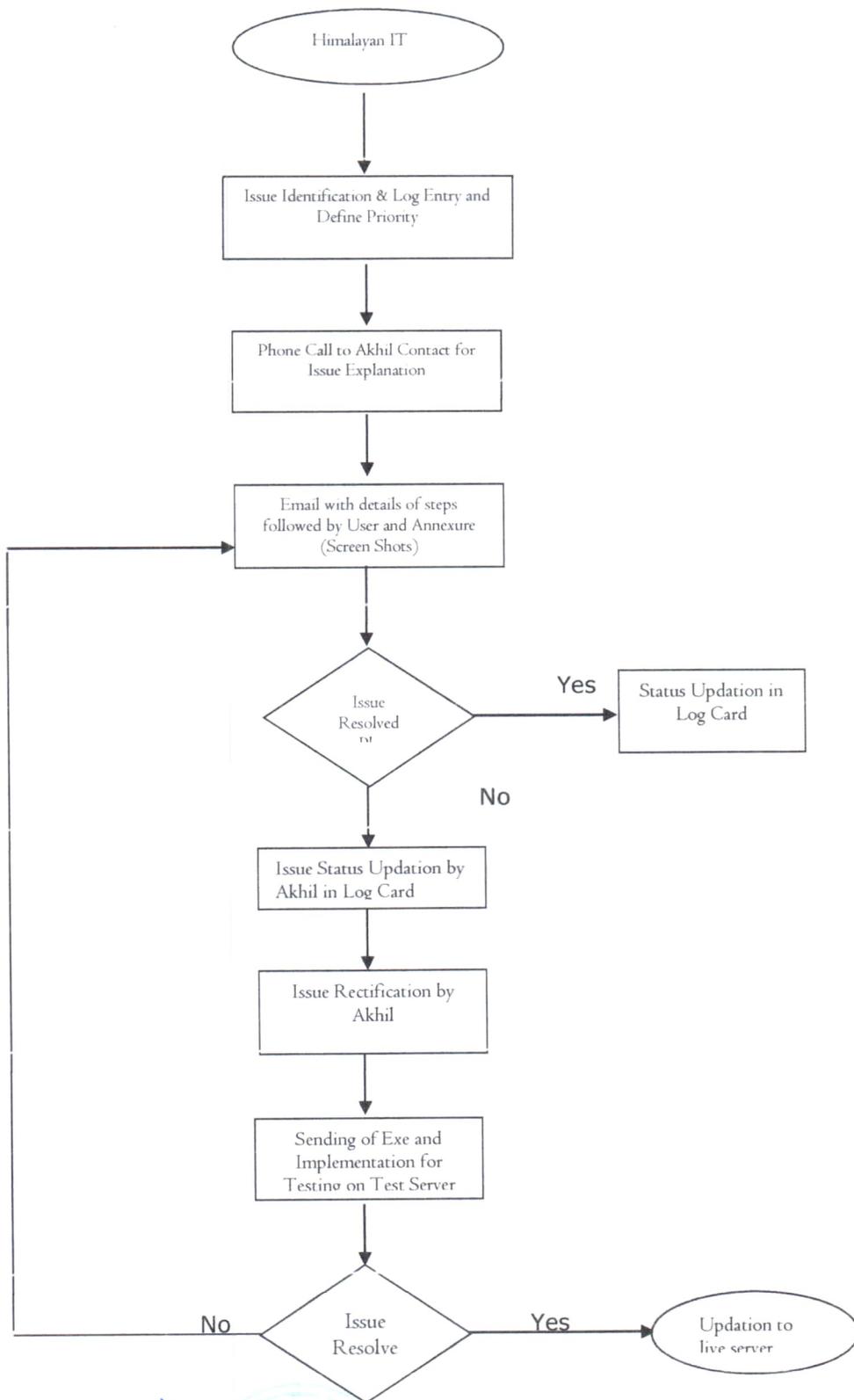
- L1 support will be provided by the IT person at P
 - Trouble shoot/fix simple Application User Interface related queries
 - Assist application users in understanding application usage (FAQs).
 - Identification of L2 & L3 supports needs and escalation to L2 & L3 supports team.
 - L2 & L3 support will be provided by Akhil Systems
 - Preliminary problem diagnosis and coordinate for fixes of the problems through remote instructions given to the end user or by re-running of the services.
 - Trouble Shooting/Bug Fixing of L-2 & L-3 tickets
 - Perforating standard base services such as application health-check and preventive maintenance
 - Resolution scheduling, analysis, identification of L4 support needs and escalation to L4 supports team
 - L4 support will be provided by Akhil Systems
 - Detailed problem diagnosis, ticket resolution through work-around solutions, code / configuration changes or by instructions to the end-users
 - L5 support will be provided by Akhil Systems
 - Changes to existing reports and creation of new reports, development of new options
 - **SLA's:**
 - All showstoppers under L2, L3 and L4 support will be attended within an hour or two of reporting the problem.
 - Non show stoppers and non-critical issues will be fixed within 7 working days.
 - Support will be provided on all working days from 9.30 am to 6.00 pm. After official working hours or on holidays in case of any emergency, Akhil Project Manager / Maintenance Team contact no. will be available to contact for resolving the issues.
2. A common Document using Bug Tracker on Akhil's website will be maintained by Himalayan Hospital and Akhil on the internet to list out the Errors, Change Request and New Requirements. It will have two columns one for Akhil to acknowledge and update the status with dates and other for Himalayan Hospital to write the Remarks with Date & Time, etc. The document will be password protected.



3. Akhil will provide telephonic and support through e-mail / remote connection for any problems and clarifications. In case of any major bug, the Miracle HIS Testing Server where live database is restored will be connected by Akhil Maintenance Team in the office to identify the problem. Based on the type of problem the immediate solution will be given. Further the Process Flow Diagram is given based on the type of support.

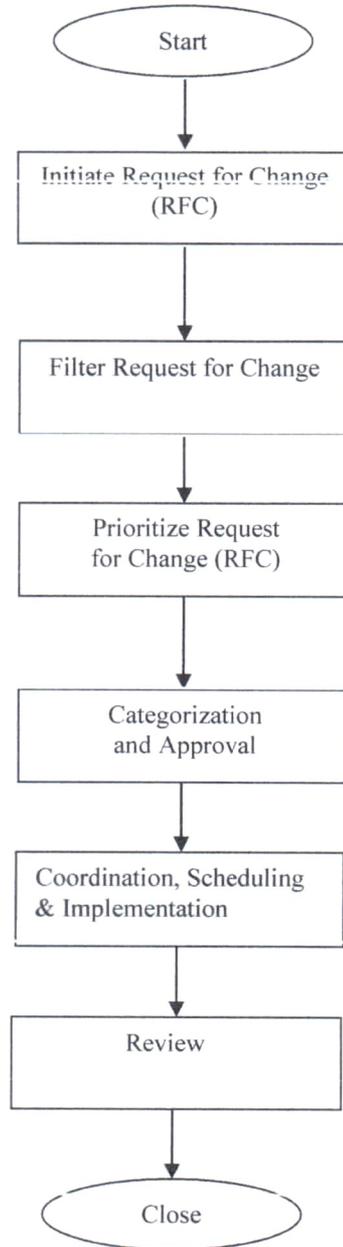


Process Flow for Support on Phone and Email



3. Change Management and Release Management

Procedures to manage Change requests or new customization request.



Initiate Request for Change

Activity Description:

A Request for Change (RFC) is submitted by the Initiator to begin the Change Management process. It is required to input the reasons for the change request. If the RFC is identified as a Standard Pre-Approved Change it continues to implementation. Other RFC are allocated (or validated) an initial priority and type by the Change Analyst

[Handwritten signature]
Registrar

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Arkhyt Systems Private Ltd.
PITAMPURA
NEW DELHI

(Himalayan Hospital- IT). Then it is forwarded on to the Change Manager (Himalayan Hospital & Akhil) for review and filtering.

This activity creates a Request for Change in the Service Management Database to begin the lifecycle of the change.

Input to Procedure:

- Request for Change from Initiator.

Outputs of Procedure

- Accepted Standard Pre-Approved Change
- Unfiltered Request for Change (RFC)
- Update Status in the Log File

Filter Request for Change (RFC)

Activity Description:

Change Management will review and filter the Request for Change (RFC) according to policy. The RFC is accepted based on the completeness of RFC information. Rejected RFCs are returned to the Request Initiator with an explanation for the rejection. Notify the Initiator on acceptance.

Outputs of Procedure

- Filtered Change
- Accepted or Rejected Change
- Notification to Initiator
- Updated status of Request for Change (RFC) in the Log file

Prioritize Request for Change (RFC)

Activity Description:

The Manager IT will assess if the change is Urgent or normal.

Outputs of Procedure

- Prioritize Request for Change
- Possible Urgent Changes
- Updated status of Request for Change (RFC) in the log file.



Categorization and Approval of Change

The Changes are categorized into

- Major
- Minor
- Significant

The assessment includes financial, technical and business impact.

If the RFC is rejected, the RFC is closed and logged with the reasons for the rejection.

Release Management

The changes are planned build and tested along with a roll back plan. On testing if the Change are producing the desired results the change are deployed into the live environment. If the change is not producing desired results Himalayan Hospital - IT to inform Akhil of the results.

The status of the RFC is updated in the log file.

4. Patch Management

The patches are generally new changes, report format change, upgrade or are of maintenance nature. The patches can be in the form or executable, report files or scripts. Each patch will follow with a detail description of the change being implemented, the test cases for testing and the steps of implementation. If desired results are produced the patch are implemented into live environment.

In case of undesired test result a roll back plan details the steps to be taken in case the release deployment fails so that the IT can bring back the status to its previous operating condition.

Test Plan

For each type of implementation patch the following will be test structure will be followed:

Test items;

- a) Features to be tested;
- b) Resources;
- c) Test deliverables;
- d) Approvals.



Frequency of Patch cannot be determined at the present state and can only be determined on Project implementation.

Description of Patch will be updated in the log file.

5. Escalation Hierarchy

The pharmacy shall follow the following hierarchy for any escalations of issues:

- Team Leader / Project Manager On-site
- Project Coordinator – At Office
- Head – Business Operations (Director)

For AKHIL SYSTEMS PVT. LTD.

Signature: Sklaw

NAEEM AHMAD
GM- Projects & Business Development

Sanjay K. Jain
Director



Witness-1

For SWAMI RAMA HIMALAYAN UNIVERSITY

Signature: Vinit Mehrotra

Dr. Vinit Mehrotra
Registrar



Witness-2 ... Suresh Pant