

PRESENTED ON 22nd April 2020

SUB: PUBLIC INTEREST LITIGATION- -reg.

**BEFORE THE HONOURABLE HIGH COURT OF KERALA AT
ERNAKULAM.**

WP© No. of 2020

PETITIONER

Ramesh Chennithala, aged 60 yrs., S/o. late V. Ramakrishnan Nair

vs

RESPONDENTS

State of Kerala and Others.

**WRIT PETITION (CIVIL) FILED UNDER ARTICLE 226 OF THE
CONSTITUTION OF INDIA.**

T. ASAF ALI (A-1324),
(ROLL No.K-403/1981)
C.RASHEED (R 311 ROLL No. K/1167/1995
V.S.CHANDRASEKHARAN(C47,ROLL No.K/830/1994)
T.Y. LALIZA(L-143)
(ROLL No.K-1427/2002
ADVOCATES

C-1/407, MARINA MAJESTIC, GOSHREE BRIDGE ROAD,
ERNAKULAM, KOCHI-682 018.

**BEFORE THE HONOURABLE HIGH COURT OF KERALA AT
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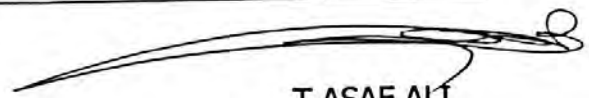
State of Kerala and Others.

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Dated this the **21st** Day of April 2020



T.ASAF ALI
Counsel for the Petitioner

**BEFORE THE HONOURABLE HIGH COURT OF KERALA AT
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PETITIONER

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VS

RESPONDENTS

State of Kerala and Others.

SYNOPSIS

The Petitioner is the MLA representing Harippad Assembly Constituency and the Leader of Opposition in the Kerala Legislative Assembly. .

This Writ Petition is filed as Public Interest Litigation(PIL) for and on behalf of those suspected and positive COVID-19 pandemic patients who are now undergoing quarantine at their homes as well as at various hospitals, whose sensitive personal data had been and are being collected illegally by the Field Visiting Team of Local Self Government Institutions uploaded and being uploaded in the web server of the 5th respondent, a US based IT company, pursuant to the directions issued the 3rd respondent.

The Writ Petition is filed challenging the Exhibit P1 Circular and Exhibit P1(a) Performa, Exhibit P3 and Exhibit P7 Agreements on the strength of which sensitive data of suspects or positive COVID-19 patients who are now in quarantine had and being collected by Ward Level Field Worker (WLFW) and had uploaded and even now being uploaded in the web server of 5th respondent, a US based IT company without any legal authority. No informed consent has been obtained from the data providers the purpose for which the data so collected would be used. It is understood that even prior to Exhibit P1 Circular, data collection had been started and had uploaded in the web server of the 5th Respondent which facilitated him to misuse to their commercial advantage causing irreparable loss and injury to the data providers. Exhibit P3 and Exhibit P7 agreements were executed by the 6th respondent purported to have been



executed for and on behalf of the 1st Respondent that too without any knowledge or consent of the Council of Ministers or without the approval of Departments concerned including the Law Department which is empowered to prepare and approve all agreements and contracts for the government. Exhibits P3 and Exhibit P7 agreements were executed by the 6th Respondent illegally by exceeding his power and authority and had gone to the extent of incorporating a provision in the agreement to the effect that in the event of any dispute, law of State of New York alone are applicable by forfeiting the rights of the data providers under Constitution of India and Indian laws and has also surrendered the territorial jurisdiction of Indian courts and made a clause that jurisdiction of the state of federal courts in New York alone has the jurisdiction. The 6th respondent has admitted in a Channel Interview that he had obtained the consent of the 7th respondent for executing the above agreement under whom he is working as Private Secretary. Hence it is very apparent from available records that the respondent 6 and 7 have acted in a corrupt and malicious manner to the advantage of the 5th Respondent in detriment of the data providers, who sustained irreparable loss and injury for the loss suffered. Hence they are entitled to get adequate compensation for the loss suffered and the respondents 1, 6 and 7 are held liable for the loss jointly and severally. Hence this Writ Petition.

I) DATES AND EVENTS:-

- ❖ 25-3-2020: WLFW started data collection from those who are in quarantine.
- ❖ 27-3-201-2020: Exhibit P1 Circular issued by the 3rd Respondent.
- ❖ 2-4-2020: 6th Respondent executed Purchase Order Agreement with 5th Respondent.
- ❖ 14-4-2020 : Non Disclosure Agreement executed between 6th Respondent and the 5th Respondent.

II) STATUTES REFERRED:

- ❖ Constitution of India,
 - ❖ Information Technology Act
 - ❖ Indian Contract Act
 - ❖ Rules of Business of the Government of Kerala.
- 

III) POINTS FOR CONSIDERATION:

- ❖ *Whether the 6th Respondent is legally empowered to execute an agreement with a US based IT company for and on behalf of the State of Kerala without any authorization of the Government as required under Article 299(1) of the Constitution of India and without the approval of the concerned Departments including the Law Department as required under Rules of Business of the Government of Kerala?*
- ❖ *Whether the 3^d Respondent is legally competent to issue Exhibit P3 Circular and Exhibit P1(a) Performa directing the Local Self Government Institutions to upload sensitive data in the web server of 5th respondent even without any Agreement. With 5th Respondent?*
- ❖ *Whether the suspected or positive COVID-19 patients who were and are now in quarantine, whose sensitive data were collected illegally without any legal authority, are entitled to get compensation for the loss suffered?*
- ❖ *Who are held liable to pay the compensation?*

Dated this the 21st day of May , 2020.


T. ASAF ALI,
COUNSEL FOR THE PETITIONER.

**BEFORE THE HONOURABLE HIGH COURT OF KERALA AT
ERNAKULAM.**

WP© No. of 2020

PETITIONER

Ramesh Chennithala,

vs

RESPONDENTS

- 1) State of Kerala rep. by Chief Secretary, Secretariat, Thiruvananthapuram.-695 001.
- 2) Principal Secretary to Government, Department of Electronics and Information Technology, Secretariat, Thiruvananthapuram-695 001.
- 3) The Special Secretary to Government, Department of Local Self Government, Government of Kerala, Secretariat, Thiruvananthapuram-695 001.
- 4) Union of India represented by Secretary, Ministry of Electronics and Information Technology, Electronics Niketan, 6-CGO Complex, Lodhi Road, New Delhi-110 003.
- 5) Sprinklr, rep. by its CEO, 29-W 35th New York, NY 10001, United States, Regional Office at Divyasree Technopolis, 3rd Floor, East Wing, Opp. HAL Airport Road, Yemalur, Bengaluru-560 037, Karnataka.
- 6) Sri M.Sivasankar IAS, Principal Secretary to Government, & Private Secretary to Chief Minister, Secretariat Thiruvananthapuram 695 001.
- 7) Sri Pinarayi Vijayan, Hon'ble Chief Minister of Kerala, Cliff House, Nanthangode, Thiruvananthapuram- 695 001

**WRIT PETITION (CIVIL) FILED UNDER ARTICLE 226 OF THE
CONSTITUTION OF INDIA.**

The address for service of all notices and process of the petitioner is that of his Counsel T.Asaf Ali,



The address for service of notices, process to the respondents is as shown in the cause title.

STATEMENT OF FACTS

1) The Petitioner is the MLA representing Harippad Assembly Constituency and the Leader of Opposition in the Kerala Legislative Assembly. The Petitioner had served as Minister for Rural Development in 1986 to 1987 and also as Minister of Home and Vigilance in the last United Democratic Front (UDF) Government for the period from 2014 to 2016. He also had served as Member of Parliament representing Kottayam Parliamentary constituency 4 times.

2) This Writ Petition is filed as Public Interest Litigation(PIL) for and on behalf of those suspected and positive COVID-19 pandemic patients who were undergone and are now now undergoing quarantine at their homes as well as at various hospitals, whose sensitive personal data were collected by the Field Visiting Team of Local Self Government Institutions and illegally transferred to the 5th respondent, a US based IT company, as per the directions issued by the 3rd respondent and thereby in violation of their fundamental right of privacy guaranteed by the Constitution of India, causing substantial loss and injury to them. Total number would come to more than 1.50 lakhs. It is submitted that the state is under constitutional obligation to ensure that the fundamental right of every citizens including those who are undergoing home isolation in connection with suspected and positive of COVID-19 patients are protected in connection with any measures, including the collection of sensitive personal data, particularly when they are in a very vulnerable situation, unable to give consent and whose voluntariness or understanding is compromised due to their situational condition. At present they are not in a position to have resort to any legal remedies of their own for the injuries suffered by them on account of the illegal acts of the respondents . The Petitioner, being a responsible public functionary is

acting *bonafide* to espouse their cause before this Hon'ble Court for remedial legal measures.

3) The Respondents 2 and 3 are the authorities of two different departments under 1st respondent-state, under whose control various preventive measures to combat COVID-19 pandemic have been formulated and implemented. The 4th Respondent is Union of India through Ministry of Electronic and IT, empowered to formulate national policy on IT and related matters and whose permission is necessary for executing any international contract by the state government. The 5th Respondent is a US based IT company, with whom a contract has been executed by the 6th respondent purported to be a contract executed for and on behalf of the 1st respondent state. The 6th Respondent is the Principal Secretary to Government of Kerala, Department of Electronics and IT and Officer on Special Duty in the office of Chief Minister, who is the and 7th respondent. Since there are serious allegations of *malafide* and bias imputed against Respondents 6 and 7, they have been impleaded eo-nominee as party respondents in the Writ Petition.

4) On 29th January 2020, the 1st Indian test positive for COVID-19 was detected to a medical student who had arrived in Kerala from Wuhan, China. On 29th February 2020, a family of five had arrived at Nedumbasserry Air Port, Kochi from Italy, They skipped a voluntary screening for COVID-19 at the airport and took a taxi to their home town of Ranni, from where they developed symptoms of COVID-19 tested positive for the virus. On 11th March, 2020 World Health Organization(WHO) declared COVID-19 outbreak as pandemic. By March 28, there were about 1,34,000 suspected COVID-19 patients under surveillance in the state with 620 in government care and rest in isolation at their homes. After having observed *Janata Curfew*, declared by the Prime Minister of India on 22nd March 2020, in the state, on 24th March 2020 onwards state also joined in national lockdown, which was extended for a further period upto 3rd May 2020. State government introduced and successfully implemented various preventive measures to combat deadly epidemic COVID-19, which includes mapping the movements of foreign



travelers and had detected the identity of those with whom they interacted with, and isolating anyone in the chain with symptoms and strictly observing social isolation and imposing complete ban of public congregations including all kind of prayers at all place of worships in the state. The above said measures of the government were successfully made possible with the active co-operation of all sections of the society in the state.

5) On 27th March 2020, the 3rd respondent, in his capacity as the Special Secretary to Government, Department of Local Self Government, Institutions issued a Circular, whereby it has been directed to all Ward Level Field Workers (for brevity hereinafter referred to as "WLFW") to collect data of those who are undergoing in home isolation and quarantine in connection with suspected or positive COVID-19 patients, in the prescribed Performa containing various personal details including sensitive personal data. It has been specifically instructed in the Circular that the WLFW shall collect and fill up all columns in the Performa by securing sensitive personal data from the suspected or positive COVID-19 patients undergoing home isolation on a mobile application and upload the same forthwith in url <http://keralafield-covid-sprinklr.com>, which is belonging to the 5th Respondent. A true copy of the Circular dated 27th March 2020 issued by the 3rd Respondent is produced herewith which may be marked as **EXHIBIT P-1**. A true copy of the Performa annexed together with EXHIBIT-P1 is produced herewith which may be marked as **EXHIBIT P1(a)**. Pursuant to EXHIBIT P1 and EXHIBITP(1)(a), all Deputy Directors of Panchayats had issued similar Circulars to all the Secretaries of Gram Panchayats emphasizing the need for collecting sensitive personal data of those who are in quarantine in compliance with the directions issued under EXHIBIT P-1 and upload Field Visit Reports prepared by WLFW containing sensitive personal data in the <http://kerala-field-covid.sprinkle.com>, which is the web server of the 5th Respondent. A true copy of the Circular dated 4th April 2020 issued by the Deputy Director of Panchayat, Thiruvananthapuram is produced herewith which may be marked as **EXHIBIT-P2**. On going through Exhibit P1(a), it would be seen that the data directed to be collected by WLFW contains sensitive



personal data of patients under quarantine and treatment. Pursuant to the directions contained in EXHIBIT P-1, the WLFW had started uploading the data of patients directly to the web server of the 5th respondent even prior to 27th March 2020. On a careful scrutiny of Exhibit P1 and Exhibit P1(a) it would be seen that there no whisper regarding the need for collecting date and for what purpose it would be used and the data providers were kept in dark about the use and need of those data. Opaqueness were in galore in starting the exercise of collection of sensitive data even at the very inception. The 3rd respondent has no right or authority to issue such an order directing the WLFW to collect sensitive data of those who are in quarantine and upload them in the web server of 5th Respondent, who is an unknown US based IT company, without the knowledge and consent of data providers and hence it is null and void and unenforceable in law as it violates fundamental rights guaranteed by the Constitution of India.

6) Feeling suspicion in the manner in which the data of those who were under quarantine were collected and instructed to be uploaded in the web server of the 5th respondent, the Petitioner, being a responsible public functionary made a thorough probe into the matter. On enquiry, in great shock and dismay, the Petitioner could understand that the 5th Respondent is a US based company providing professional social media services, and the 6th Respondent, who is the Principal Secretary to Government, Electronics & Information Technology, and also holding the post of Officer on Special Duty in the office of the Chief Minister, even without obtaining any nod or authorization of the Council of Ministers, or without the approval of the concerned government departments as required under law, had placed a Purchase Order and executed an agreement with 5th respondent on 2nd April 2020 containing terms and conditions of the services offered by the 5th Respondent with regard to the sensitive personal data collection of those suspected or positive COVID-19 patients, who are in quarantine. The 5th respondent had sent the Purchase order and related documents to the 6th respondent on 25th March 2020 itself and the data collection had even started prior to 27th March 2020. A true copy of the Purchase Order dated 2nd April 2020 is produced herewith which may be marked as **EXHIBIT P3**. It is very pertinent to



note that the even in the above said Purchase Order does not contain any confidentiality clause guaranteeing the safety of the data already collected from the people under quarantine and uploaded in the web server of the 5th respondent as referred to above. As per Exhibit P3, the said order came into force with effect from 25th March 2020, though it was executed only on 2nd April 2020, during lockdown period. The term of the said Purchase Order would expire in September 2020 or on the end of COVID-19 pandemic as mutually agreed upon by both, it has been stated in the Purchase Order. True copy of the Master Service Agreement (MSA) dated nil containing various terms declared by 5th Respondent regarding social media services which the Customer-state desire connect to through their Platform and are binding to 1st Respondent-Customer is produced herewith which may be marked as **EXHIBIT P4**. It has been *inter alia* stated in MSA that that the agreement executed by the 5th respondent is governed by the law of the state of New York Country NY., without reference to conflict of law principles and it has also been provided in the MSA that the parties have irrevocably consented to the exclusive jurisdiction of the state or Federal Courts located in New York. It means that adjudication of disputes, if any, in the event of breach of any of the provisions of the agreement, jurisdiction of Indian courts or Tribunals are ousted. Relevant clause in *Exhibit P4, Master Service agreement is as follows:-*

"10 GOVERNING LAW. This agreement is governed by the laws of the state of New York, without reference to conflict of law principles. The parties irrevocably consent to the exclusive jurisdiction of the state of federal courts located in New York Country, NY, over any suit, action or proceeding arising out of or relating to this Agreement. THIS PARTIES UNCONDITIONALLY AND IRREVOCOABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT ANY ORDER FORM AND/OR SOW".

7) It is trite that either the 1st Respondent or any of its officials have no right or authority to execute any contract or agreement or other instruments with any body corporate or any foreign nation waving any of the rights of a citizen, guaranteed under Constitution or under any laws and hence it is *ultra vires*. It is submitted that the act of the 6th



respondent in executing Exhibit P3 and P7 agreements without the concurrence of the Council of Ministers and without the nod of the Law Department as required under law is beyond the power and authority vested with him as Principal Secretary to government, Department of Electronics and IT. It is submitted that the suspected and positive COVID-19 patients who were in quarantine, whose sensitive data were collected and illegally uploaded in the web server of the 5th Respondent would be deprived to agitate their rights under Constitution and laws for the harm suffered by them following the breach of any confidentiality and hence the above agreements and all actions taken pursuant thereto are illegal void and unenforceable. The objectionable provisions incorporated in the agreement which were illegally executed by the 6th respondent forfeiting the right of citizens guaranteed under Constitution and laws are in violation of Constitution and also against the provisions of Indian Contract Act.

8) It is submitted that in continuation of the execution of Exhibit P3 Purchase Order, the 5th respondent had sent a letter to the 6th Respondent, specifying certain other supplementary terms which are said to be binding to both. A true copy of the letter dated 11th April 2020 sent by the 5th respondent to the 6th respondent is produced herewith which may be marked as **EXHIBIT P5**. Again, on 12th April 2020, the 5th Respondent had sent another letter to the 6th Respondent specifying certain other data rights and confidentiality obligations in connection with the above deal, wherein it has been *inter alia* stated that personal data provided by citizens was provided only pursuant to express and informed citizen consent, which was obtained electronically directly from each citizen who choose to input data to the platform. It is pertinent to note that no such consent had been either given by any individuals in isolation from whom data were obtained by WLFW pursuant to Exhibit P1, Circular. A true copy of the letter dated 12th April 2020 sent by the 5th Respondent to the 6th Respondent is produced herewith which may be marked as **EXHIBIT P6**. It is very significant to note that Exhibit P5 and Exhibit P6 letters have been addressed to the 6th Respondent in his name as if the agreements were executed by him in his personal capacity. There are no



circumstances to address him in person by the 5th respondent inasmuch as the deal was purported to have been executed for and on behalf of the State of Kerala and not otherwise.

9) On 10th April 2020, the Petitioner held a Media Conference and made public the insidious nature of the deal worked behind the execution of illegal agreements executed between the respondents 5 and 6 in connection with sensitive data collection of those suspected and positive COVID-19 patients in quarantine across the state. In response to his poser, the 7th Respondent in his daily media briefing held on 13th April 2020 said that any questions relating to the employment of the service of the 5th respondent by the govt. in connection with the personal data collection of those who are in quarantine would be available with 6th respondent from whom entire information touching the said deal could be collected. From the above reply, it is very evident that the 7th respondent was totally aware of the fraudulent nature of the deal worked behind the execution of Exhibit P3 and Exhibit P7 agreements at the instance of the 6th respondent, who acted in excess of his powers and authority by defying the law. The 6th Respondent has corruptly and maliciously took a decision of his own and executed Exhibit P3 and Exhibit P7 agreements purported to have been executed for and on behalf of the 1st respondent without any authorization of the Council of Ministers or the approval of any of concerned departments including Law department. On further enquiry it is learnt that the 6th respondent had appeared in a promotional advertisement of the 5th respondent about the services it offered to the state of Kerala in this regard. Thereafter when the matter questioned and became a controversy it was removed from the official web site of the 5th respondent. It is very significant to note that a Mutual Non-Disclosure Agreement was executed between the 5th respondent and the 6th Respondent as supplementary deed to Exhibit P3, containing certain confidentiality clauses. A true copy of the said Non-Disclosure Agreement dated nil executed between the 5th Respondent and the 6th Respondent is produced herewith which may be marked as **EXHIBIT P7.** It is very relevant to note that, though it has been stated on the face of the said agreement that the above said Non-Disclosure Agreement would be in



force with effect from 25th April 2020, no date of execution has been given in the agreement presumably due to well known reasons. On 18th April 2020, the 6th respondent, in response to a query in a Channel Interview admitted that the above said Non-Disclosure Agreement was executed on 14th April 2020. It is submitted that no authorization or power was given to the 6th Respondent either by the Council of Ministers or by any concerned Departments for executing the above said Non-Disclosure Agreement also and hence it is illegal, void and unenforceable in law. It appears that the signature on Exhibit P7 must have been sent by the 6th respondent on a blank paper for the purpose of creating the document as it was on lockdown days, Exhibit P7 agreement is seen to have been came into existence.

10) It is very significant to note that the 6th respondent has entered into the above said two contracts with the 5th Respondent purported to have been executed for and on behalf of the 1st Respondent-State, and hence it must have been made on behalf of the Governor under Article 299(1) of the Constitution of India. In the instant case, it is the admitted fact that the 6th respondent has executed Exhibit P-3 and Exhibit P-7 agreements without any authority as required under law and hence the failure to comply with the mandatory constitutional formalities required under Article 299(1) of the Constitution of India has nullified them and rendered void and unenforceable. Over and above, under Part XIX clause 2 (a) of the Rules of Business of Government of Kerala, it is by the Law Department to draft and approve every agreements by or in favour of the Government, without which no agreement could be prepared by any official without the knowledge and approval of the Law Department. It is an admitted fact that Exhibit P3 and Exhibit P7 were not prepared by the Law Department and no nod was also obtained for executing said two agreements for which there is no legal justifications at all.

11) It is submitted that medical records and history of an individual is a sensitive personal data under law, which is liable to be protected from unauthorized access, damage, alteration, use, disclosure or impairment. It is trite law that the consent of the data provider shall be obtained in



writing through letter or fax or email regarding the purpose and usage before collection of sensitive data. Protecting the security of sensitive data of an individual, which is worth rupees crores, is very important because collection, storage and use of large amounts of personally identifiable sensitive data may be potentially embarrassing. If security is breached, the individuals whose health information was inappropriately accessed or altered may face a number of potential harms. The disclosure of sensitive data may cause intrinsic harm simply because private information is known by others. Individual could also experience social or psychological harm due to disclosure of personal health information to strangers. Protecting the privacy of those participants and maintaining the confidentiality of their data have always been a fundamental constitutional obligation of the State. In the instant case, the 6th respondent has acted with proven *malafide* in detriment to the best interest of data providers. It appears that the 6th respondent has acted illegally without obtaining any authorization either from Council of Ministers or from Law Department with a malicious intention to cover up his fraudulent deal with 5th respondent. It is very relevant to note that even in Exhibit P3, Circular, which was issued on 27th March 2020, it has been stated that data collection of those who are in isolation had been started even prior to 27th March 2020. In Exhibit P1, it has been directed that data thus collected would be uploaded in the web server of 5th Respondent. It is an admitted fact that the Exhibit P3 Purchase order containing certain terms and conditions except confidentiality clause was executed only on 2nd April 2020. The 6th respondent has acted in a malicious manner by executing the agreements for collecting sensitive data from those who are in quarantine, which resulted extensive harm to the data provider and made undue commercial enrichments to the 5th respondent for which, they are entitled to get compensation.

12) It is submitted that WLFW did not disclose anything to suspected and positive COVID-19 patients undergoing quarantine that their sensitive data was required for transferring to the 5th Respondent, a US based company and hence the data providers were kept in dark about the need and use of their sensitive personal data. From the above it is evident that



there is no informed voluntary consent on the part of data providers and data was obtained by playing fraud and treachery and hence entire data collection is vitiated in law. Even according to Exhibit P1(a) Performa, there is nothing to show that any voluntary consent was obtained from the data providers before collecting sensitive data. It is now understood that data of about 46,323 persons, who are now in quarantine are yet to be collected. In the circumstance, it is highly necessary to restrain the respondents 1 to 3 from allowing the 5th respondent to share and deal with data of those who are now in quarantine and whose data have not yet taken, or else great loss and prejudice will be caused. Considering the urgency of the matter involved, data already collected by WLFW alternatively ordered to be stored in the official web server of to any state sponsored agency viz. Kerala State Mission(KSITM) or Centre for Development of Telematics (C-DOT), an autonomous centre under Government of India, or else great loss and prejudice will be caused. Both the above state sponsored agencies have tremendous success stories in the field of IT. eVoter Mobile application by the Kerala IT Mission, Aadhar Enabled Citizen Service (AECS) are some of the many other projects of KSITM.

13) It is submitted that the 5th Respondent, has a very blemished track record of theft of data. OPAL LABS.INC, an Oregon Corporation had filed a case viz. Case No.3:18-cv-01192-HZ before the United States District Court for the District of Oregon Portland Division against the 5th respondent alleging action for fraud, breach of contract, violation of the Uniform Trade Secrets Act and other claims. To prove that there was a case against the 5th Respondent, a true copy of a Summary Opinion and Order dated 4th December 2019 of made in the Case No.3:18-cv-01192-HZ before the United States District Court for the District of Oregon Portland Division is produced herewith which may be marked as **EXHIBIT P8.**

14) The 6th respondent, who is also holding the post of Private Secretary to Chief Minister, the 7th Respondent, in addition to his official post as Principal Secretary to Electronics and IT has been impleaded in this Writ Petition in his personal capacity for his malicious act of executing Exhibit



P3 and Exhibit P7, which resulted the transfer of sensitive data to the 5th respondent, US based IT company. The 6th Respondent has acted corruptly and maliciously with proven bias by exceeding all limits of power and authority for getting executed Exhibit P3, Purchase Order and Exhibit P7, Non-Disclosure Agreement in violation of mandatory constitutional provisions and the Rules of Business of the Government of Kerala, the act of which facilitated the 5th respondent to take undue gain and resultantly wrongful loss to the data providers. The 7th Respondent, who is the Chief Minister has also been made as party in the Writ Petition because of his proven *malafide* role as Minister holding IT Department, in the deal as disclosed in his reply to the medias on 13th March 2020, in his daily press briefing that any information regarding the execution of Exhibit P3 and all other connected details can have with 6th Respondent. From the above, it is evident that the 7th Respondent, who was holding IT portfolio had every knowledge about the manner in which Exhibit P3 and Exhibit P7 were executed by the 6th respondent. On 18th April 2020, the 6th Respondent in a channel interview admitted that he had consultation with 7th respondent and had obtained his consent as Minister holding IT portfolio for executing the agreements and concluding the deal with 5th respondent in the matter. It is very discernible from the above facts and circumstances that the 6th and 7th respondent had hatched a criminal conspiracy and acted with *malafide* in getting executed Exhibit P3 and Exhibit P7 agreements to the advantage of 5th respondent regarding collection of sensitive personal data of individuals in quarantine, in total breach of constitutional mandates and laws which caused irreparable loss to data providers. It is true that the visible acts of illegally executing Exhibit P3 and Exhibit P7 agreements was done only by the 6th respondent and his admission in the news channel interviews that he had consulted with 7th respondent and obtained his consent prior to the execution of agreements is the best evidence to prove the invisible role played by the 7th respondent. This means that everything said, written and done by the 6th respondent, who is the co-conspirator in execution of or in furtherance of the common object is deemed to have been said, done or written by each of them with *malafide* intention and this joint



responsibility extends not only what has been done by the 6th respondent pursuant to the original agreement, but also to other original acts of criminal conspiracy hatched by both 6th and 7th respondents which resulted loss to the victims on account of transfer of vital sensitive data in the hands of 5th respondent, who is third party unknown to the data providers. The 6th respondent, could execute the actual object of criminal conspiracy only with the tacit consent and approval of the 7th respondent and hence both are equally stand on the same pedestal of culprits. Since there are serious allegation of *malafide* and bias against respondents 6 and 7, they have been impleaded eo nomine as party respondents. The 7th Respondent is even now observing a deceptive silence about his incriminatory role played in the deal despite repeated queries posed on to explain the truth.

15) Being highly aggrieved by the manner in which Exhibit P3 and Exhibit P7 agreements were executed illegally by the 6th Respondent by exceeding all his power and authority and in flagrant breach of constitutional provisions which facilitated the 5th respondent to acquire sensitive data of suspected and positive COVID-19 patients, who were and were and are now in home isolation which resulted undue gain to 5th respondent and wrongful loss to the data providers, who are now in a very vulnerable situation, unable to resort to any legal remedies of their own on account of their present situation and for whose behalf the Petitioner, being a responsible public functionary is acting *bonafide* to espouse their cause before this Hon'ble Court for remedial legal measures. In the circumstance, the Petitioner has no other effective and efficacious other alternative remedy than to approach this Hon'ble Court by invoking the extraordinary jurisdiction under Article 226 of the Constitution of India for the following among other

G R O U N D S

- A) The 3rd Respondent has exceeded his authority and power and issued Exhibit P1 Circular together with Exhibit P-1(a) Performa directing all local self government institutions for getting collected personal sensitive data from suspected and positive COVID 19 patients in



quarantine through WLFW and to upload in the web server of 5th respondent, who is a third party stranger with very bad track records in IT field, without any legally enforceable agreements.

- B) As per Item 11 of the questionnaire in Exhibit P1(b), data providers are bound to disclose details of disease which they are undergoing treatment, which is sensitive personal data which is liable to be protected against any kind of misuse, failure to do so would cause irreparable loss and injury.
- C) The 3rd Respondent has committed serious illegality in issuing Exhibit P1 Circular together with Exhibit P-1(a) Performa directing all local self government institutions for getting collected personal sensitive data from suspected and positive COVID-19 patients through WLFW without obtaining voluntary informed consent from them. Absence of any column in the Exhibit P1(a) Performa regarding the informed consent would prove that no voluntariness has been prescribed as a condition precedent for giving sensitive data.
- D) The 3rd Respondent by issuing Exhibit P1 Circular and Exhibit P1(a) Performa has omitted to prescribe proper guidelines applicable to data providers of various age groups and mentally infirm persons so as to protect their interest against any kind of mental exploitation.
- E) Exhibit P1 Circular and Exhibit P1(a) Performa are totally blank without any stipulations regarding the informed consent. Nothing has been provided for protecting any confidentiality in maintaining data. There is nothing in Exhibit P1(a) Performa for guaranteeing against any foreseeable risk, discomfort or inconvenience to the data providers
- F) Exhibit P1 does not provide anything for protecting sensitive data collected from suspect and positive COVID-19 patients from being exploited and misused against their wishes for the commercial gain of the 5th respondent.
- G) The 3rd Respondent has committed serious illegality by suppressing involvement of 5th respondent in the Exhibit P1(a) Performa in the data processing.



- H) The 6th Respondent has exceeded his power and authority and acted in total violation of mandatory Constitutional provision and executed Exhibit P3 and Exhibit P7 agreements purported to have been executed for and on behalf of the 1st Respondent without the approval of the Council of Ministers and the nod of the other concerned departments including Law Department, which is empowered to prepare agreements to be executed on behalf of government.
- I) Exhibit P3, Purchase Order which was executed on 2nd April 2020 does not disclose any confidentiality clause. It is very pertinent to note that Exhibit P1, Circular would state that data collection had been started even prior to the execution of Purchase order, which would go to show that the process of data collection was started even without guaranteeing any protection to sensitive data. Negligent handling of vital sensitive data has caused serious prejudice and loss to the victims.
- J) The 6th respondent has exceeded his power and executed Exhibit P3 and Exhibit P7 agreements without any authority and hence the act of 6th Respondent is ultra vires which is liable to be quashed.
- K) Since the suspect and positive COVID-19 patients had to part with their vital sensitive data without their voluntary consent, to WLFW, which was in turn uploaded in the web-server of the 5th respondent in an unauthorized manner, they are legally entitled to get adequate compensation for the impairment and loss suffered by them for which respondents 1, 6 and 7 are jointly and severally held liable for the loss suffered.
- L) In view of the fact that the vital sensitive data of more than 1.25 lakhs had already been collected by WLFW as per Exhibit P1 and Exhibit P1(a) which has already uploaded in the web server of 5th respondent causing heavy loss to the data providers, it is highly necessary to restrain Respondents 1 and 2 from uploading the data in the web server of 5th respondent forthwith and thereby to prevent continued breach of constitutional right of data providers



For these and other grounds to be advanced at the time of hearing, it is most respectfully prayed that this Hon'ble Court may be pleased to grant following:

RELIEFS

- i) To call for the records relating to the issuance of Exhibit P1 Circular No.D.C.1/71/2020LSGD dt.27-3-2020), Exhibit P1(a) Performa, Exhibit P3 and Exhibit 7 Agreements and a Writ of certiorari or any other appropriate writ or order may be issued quashing them as ultra vires, unconstitutional, null and void and unenforceable in law;
- ii) Writ of Mandamus or other appropriate writ, order or direction commanding the Respondents 1,2 and 3 restraining them from uploading the sensitive data of suspects or positive COVID-19 patients collected in pursuance of Exhibit P1 and Exhibit Circular P1(a) Performa, in the web server of the 5th respondent or in any other web server having direct or indirect access to the 5th respondent;
- iii) Declaring that suspects and positive COVID-19 patients whose sensitive data were illegally collected through WLFW and uploaded in the web server of 5th respondent without any authority of law are entitled to get reasonable amount of compensation for the loss and impairment suffered by them and Respondents 1,6 and 7 are jointly and severally held liable to pay such compensations which this Hon'ble Court may fix as just amount of compensation, considering the facts and circumstance of each case;
- iv) Issuing a writ of Mandamus or other appropriate writ or order commanding respondent No.1 to pay the compensations to those who are entitled for the loss suffered and realize the said amount of compensation from Respondents 6 and 7 who are held liable to pay the compensation for the loss suffered on account of the wrong committed by them jointly ;AND
- v) To Grant such other order or direction, as this Hon'ble Court may deem fit and proper to meet the ends of justice;

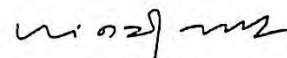


INTERIM RELIEFS PRAYED FOR

For the reasons stated in the writ petition(civil) and in the accompanying affidavit , It is most respectfully prayed that pending disposal of the above Writ Petition(Civil), this Hon'ble Court may be pleased issue an interim order directing Respondents 1,2 and 3 restraining them from uploading the sensitive data of suspects or positive COVID-19 patients which was collected and are now being collected in pursuance of Exhibit P1 Circular P1(a) Performa, in the web server of the 5th respondent or in any other web server having direct or indirect access to the 5th respondent;

Dated this the 21st April 2020


T.ASAF ALI
Counsel for the Petitioner


RAMESH CHENNITHALA MLA
(Petitioner)



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BEFORE THE HONOURABLE HIGH COURT OF KERALA AT
ERNAKULAM.

WP@ No. of 2020

PETITIONER

Ramesh Chennithala, aged 60 yrs., S/o, late V. Ramakrishnan Nair

vs

RESPONDENTS

State of Kerala and Others.

AFFIDAVIT

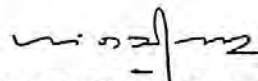
I, Ramesh Chennithala,

do hereby solemnly affirm and state as follows:-

1. I am the petitioner in the above Writ Petition (C) and deponent herein. I am conversant with the facts of the case.

2. The above writ petition is filed as Public Interest Litigation (PIL) to espouse the cause of suspected and positive COVID-19 patients now in home isolation, whose sensitive personal data were illegally acquired by 5th respondent on the strength of a Exhibit P3 and Exhibit P7 agreements which were executed illegally by 6th respondent with the connivance of 7th respondent without any authority of law. The victims are unorganized and unable to seek access the judicial process by reasoning of their vulnerable displaced circumstance. I have not filed any other Writ Petition seeking identical reliefs before this court or before any other court of competent jurisdiction.

3. I further swear that I have no personal or private interest in the matter and that there are no authoritative pronouncements by the



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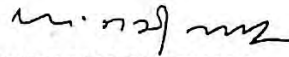
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3. I further swear that I have no personal or private interest in the matter and that there are no authoritative pronouncements by the Supreme Court or High Court on the question raised in this Writ Petition and that the result of litigation shall not lead to any personal gain to me or to anyone associated with me.

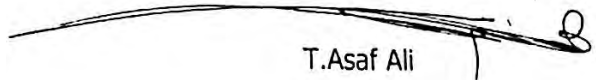
4. The above Writ Petition (C) has been prepared under my instruction and all the contents in the Writ Petition (C) are true and correct to the best of my knowledge and belief. The Exhibits P-1 to Exhibit P-8 produced are the true copies of the Original and are supplied by me. I am legally entitled to get the reliefs sought for in the Writ Petition ©.

All the facts stated above are true and correct, to the best of my knowledge, information and belief.

Dated this the 21st April 2020.


RAMESH CHENNITHALA
(Deponent)

Solemnly affirmed and signed before me by the deponent who is personally known to me on this the 21st Day of April at Cantonment House, Thiruvananthapuram.


T. Asaf Ali
Advocate.

File No.LSGD-DC1/71/2020-LSGD

ഭരണഭാഗം മാതൃഭാഗം



കേരള സർക്കാർ



നം.ഡി.സി.1/71/2020/ത.സ്വ.ഭ.വ
 തദ്ദേശ സ്വയംഭരണ (ഡി.സി.) വകുപ്പ്
 രീതിവാനന്തപ്പുരം
 തീയതി: 27/03/2020

സർക്കുലർ

വിഷയം - തദ്ദേശ സ്വയംഭരണ വകുപ്പ് - സംസ്ഥാനത്ത് കോവിഡ്-19 പ്രതിരോധ പ്രവർത്തനങ്ങൾ കൂടുതൽ ഉറപ്പാക്കിത്തന്നിട്ടുള്ളതിനുമുമ്പായി ഹോം ഐസൊലേഷനിൽ ഉള്ളവരുടെ വിവര ശേഖരണം സംബന്ധിച്ച് - സംബന്ധിച്ച്.

- സൂചന - 1. 01/02/2020-ലെ ഡി.സി.1/71/2020/ത.സ്വ.ഭ.വ നമ്പർ സർക്കുലർ.
 2. 14/03/2020-ലെ സ.ഉ.(സാധാ.)നം.620/2020/ത.സ്വ.ഭ.വ
 3. 20/03/2020-ലെ സ.ഉ.(സാധാ.)നം.666/2020/ത.സ്വ.ഭ.വ
 4. 20/03/2020-ലെ സ.ഉ.(കൈ.)നം.55/2020/ത.സ്വ.ഭ.വ
 2. 24/03/2020-ലെ സ.ഉ.(സാധാ.)നം.710/2020/ത.സ്വ.ഭ.വ

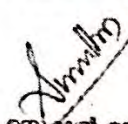
സംസ്ഥാനത്ത് കോവിഡ്-19 പ്രതിരോധ പ്രവർത്തനങ്ങൾ ശക്തിപ്പെടുത്തുന്നതിനായും പദ്ധതി പ്രവർത്തനങ്ങളുമായി ബന്ധപ്പെട്ടും തദ്ദേശസ്വയംഭരണ സ്ഥാപനങ്ങൾ സ്വീകരിക്കേണ്ട നടപടികൾ സംബന്ധിച്ച് പരാമർശം 1, 2, 4 & 5 പ്രകാരം നിർദ്ദേശങ്ങൾ നൽകിയിട്ടുണ്ട്. ഹോം ഐസൊലേഷനിൽ ഉള്ളവരെ നിരീക്ഷിക്കുന്നതിനായി വാർഡ്‌ലെ കമ്മിറ്റികൾ ഫീൽഡ് വിസിറ്റുകൾ നടത്തി വരികയാണ്. ഈ സാഹചര്യത്തിൽ പ്രതിരോധ പ്രവർത്തനങ്ങൾ കൂടുതൽ ഉറപ്പാക്കിത്തന്നിട്ടുള്ളതിനുമുമ്പായി ഹോം ഐസൊലേഷനിൽ ഉള്ളവരുടെ വിവര ശേഖരണം സംബന്ധിച്ച് താഴെപ്പറയുന്ന നിർദ്ദേശങ്ങൾ നൽകുന്നു.

1. ഹോം ഐസൊലേഷനിൽ ഉള്ളവരെ നിരീക്ഷിക്കുന്നതിനായി വാർഡ്‌ലെ കമ്മിറ്റികൾ നടത്തുന്ന ഫീൽഡ് വിസിറ്റി റിപ്പോർട്ടുകൾ ദിനപ്രതി അപ്രൈവറ്റ് ചെയ്യേണ്ടതുണ്ട്. അതിനാൽ അനുബന്ധമായി ചേർത്തിട്ടുള്ള പ്രൊഫോർമിൽ തന്നെ ഫീൽഡ് വിസിറ്റി നടത്തി വിവരങ്ങൾ ശേഖരിക്കേണ്ടതാണ്.
2. പ്രൊഫോർമിലെ എല്ലാ കോളങ്ങളിലും നിർബന്ധമായും എൻടി വരുത്തണം.
3. ഫീൽഡ് വിസിറ്റിലൂടെ ശേഖരിക്കുന്ന ഡെറ്റാ റിജിസ്ട്രി ചെയ്യുന്നതിനായി വാർഡ്‌ലെ കമ്മിറ്റി ഓരോ തിരഞ്ഞെടുപ്പിന്റെ അടിസ്ഥാനത്തിൽ ഏതെങ്കിലും ചെയ്യേണ്ടതാണ്.
4. ജില്ലകാരം ശേഖരിക്കുന്ന വിവരങ്ങൾ ഹോം വെബ്സൈറ്റിലെ [url http://kerala-field-covid.sprinklr.com](http://kerala-field-covid.sprinklr.com) കൂടുതൽ തത്വമയം (മോബൈൽ ഫോണിന് റേഞ്ച് ഇല്ലെങ്കിൽ റേഞ്ച് ഉള്ള സമയത്ത് എത്തിയേക്കാവുന്ന) അപ് ലോഡ് ചെയ്യേണ്ടതാണ്.

File No.LSGD-DC1/71/2020-LSGD

5. ദിവസന പ്രസ്തുത റിപ്പോർട്ടിന് ഫോർമാറ്റിൽ തന്നെ ഡാറ്റാ ശേഖരിക്കേണ്ടതും ഹോം വിന്യസ് ആപ്പ്രോക്ഷിമേറ്റ് അപ്പ് വോഡ് ചെയ്യേണ്ടതുമാണ്.

ഉത്തരവിൻ പ്രകാരം,


സെക്ഷൻ ഓഫീസർ

R S KANNAN
SPECIAL SECRETARY

പകർപ്പ്

പഞ്ചായത്ത് ഡയറക്ടർ, തിരുവനന്തപുരം

നഗരകാര്യ ഡയറക്ടർ, തിരുവനന്തപുരം

ഗ്രാമവികസന കമ്മീഷണർ, തിരുവനന്തപുരം

എക്സിക്യൂട്ടീവ് ഡയറക്ടർ, ഇൻഫർമേഷൻ കേരള മിഷൻ, തിരുവനന്തപുരം

എല്ലാ ജില്ലാ പഞ്ചായത്ത് സെക്രട്ടറിമാർക്കും

എല്ലാ മുനിസിപ്പൽ കോർപ്പറേഷൻ സെക്രട്ടറിമാർക്കും (നഗരകാര്യ ഡയറക്ടർ മുഖേന)

എല്ലാ മുനിസിപ്പാലിറ്റി സെക്രട്ടറിമാർക്കും (നഗരകാര്യ ഡയറക്ടർ മുഖേന)

എല്ലാ ഗ്രാമപഞ്ചായത്ത് സെക്രട്ടറിമാർക്കും (പഞ്ചായത്ത് ഡയറക്ടർ മുഖേന)

എല്ലാ ബ്ലോക്ക് പഞ്ചായത്ത് സെക്രട്ടറിമാർക്കും (ഗ്രാമവികസന കമ്മീഷണർ, മുഖേന)

Certified that this is the true
copy of the Document Exhibit P-1


Advocate.

രേഖാപത്രം

EXHIBIT P-1(a) ∴

1. സമ്പർക്ക വിലക്കിലോ / സമ്പർക്ക നിയന്ത്രണത്തിലോ ഉള്ള വ്യക്തിയുടെ പേര്	
2. പ്രായം	
3. ജില്ല	
4. പഞ്ചായത്ത്	
5. വാർഡ്	
6. വിദേശ രാജ്യങ്ങൾ സന്ദർശിച്ചിട്ടുണ്ടോ	
7. ഉണ്ടെങ്കിൽ എവിടെയൊക്കെ പോയി	
8. രോഗലക്ഷണങ്ങൾ എന്തെങ്കിലും പ്രകടമായിട്ടുണ്ടോ	
9. ഉണ്ടെങ്കിൽ ഏതൊക്കെ	പനി ☐ ചുമ ☐ തൊണ്ടവേദന ☐ ജലദോഷം ☐ ശ്വാസതടസ്സം ☐ വയറിളക്കം ☐
10. വയോജനങ്ങൾ വീട്ടിലുണ്ടോ	
11. ഏതൊക്കെ രോഗങ്ങൾക്ക് ചികിത്സ എടുക്കുന്നു	പ്രമേഹം ☐ രക്താദിമർദ്ദം ☐ ഹൃദ്രോഗം ☐ സ്ത്രീദാക്ക് ☐ വൃക്ക രോഗങ്ങൾ- ഡയാലിസിസ് ☐ അർബുദം ☐ ശ്വാസകോശ രോഗങ്ങൾ ☐



EXHIBIT P1(a)/i

				തൈറോയിഡ് രോഗങ്ങൾ ☐ കിടപ്പുരോഗികൾ ☐
12. ചികിത്സ തുടരുന്നുണ്ടോ				
13. മരുന്നുകൾ ലഭ്യമാണോ				
14. ജലദോഷ പനിയുടെ ലക്ഷണം ഉള്ളവർ വീട്ടിലുണ്ടോ				
15. ഉണ്ടെങ്കിൽ എത്ര പേർ				
16. അയൽവീട്ടിൽ ജലദോഷ പനിയുടെ ലക്ഷണം ഉള്ളവർ ഉണ്ടോ				
17. ഉണ്ടെങ്കിൽ എത്ര പേർ				
18. പൊതു സ്ഥലങ്ങൾ/ യാത്രകൾ / പരിപാടികൾ എന്നിവയിൽ ഏർപ്പെട്ടിട്ടുണ്ടോ?				
19. ഉണ്ടെങ്കിൽ എവിടെയൊക്കെ പോയി/ ഏതൊക്കെ പരിപാടിയിൽ പങ്കെടുത്തു ?				
20. കഴിഞ്ഞ ഒരുമാസത്തിൽ ഈ പ്രദേശത്ത് മറ്റൊരാളിലും അസാധാരണ ശ്വാസകോശ രോഗാവസ്ഥ കാരണം :-				
1. ആശുപത്രിയിൽ ആയവർ ഉണ്ടോ				
2. മരണപ്പെട്ടവർ ഉണ്ടോ				
21. അടുത്ത് ഇടപഴകിയ വരുടെ വിവരങ്ങൾ പങ്കുവയ്ക്കുക				
ക്രമ നമ്പർ	പേര്	ജില്ല	പഞ്ചായത്ത്	ഫോൺ നമ്പർ



EXHIBIT P-1(a)/2

22.തദ്ദേശ ഭരണ സ്ഥാപനം ഭക്ഷണം ലഭ്യമാക്കിയിട്ടുണ്ടോ?				
23. സമ്പർക്ക വിലക്ക് / സമ്പർക്ക നിയന്ത്രണം എന്നിവയുമായി ബന്ധപ്പെട്ട നിർദ്ദേശങ്ങൾ പാലിക്കുന്നുണ്ടോ ?				
24. കൗൺസിലിംഗ് നൽകിയിട്ടുണ്ടോ?				

Certified that this is the true copy of the document marked as Exhibit P 1 -

ADVOCATE

EXHIBIT P-2,

അഭ്യർത്ഥന - മാനുവൽ

എ3-435/2020/2

പഞ്ചായത്ത് ഡെപ്യൂട്ടി ഡയറക്ടർ
നാലാം നില, സിവിൽ സ്ട്രിക്ടർ
കടപ്പുറം പാലം, തിരുവനന്തപുരം
ഫോൺ 695 043
ഇമെയിൽ - ddp1vpm2019@gmail.com
തീയതി 04/04/2020

പഞ്ചായത്ത് ഡെപ്യൂട്ടി ഡയറക്ടർ
തിരുവനന്തപുരം

എല്ലാ ഗ്രാമപഞ്ചായത്ത് സെക്രട്ടറിമാർക്കും

സർ,

വിഷയം: പഞ്ചായത്ത് വകുപ്പ് - കോവിഡ് 19 - പ്രതിരോധ നിവാരണ പ്രവർത്തനങ്ങൾ
ഹോം ഐസൊലേഷൻ ഉള്ളവരുടെ വിവരങ്ങൾ കാലികമാക്കുന്നത്
സംബന്ധിച്ച്

സൂചന - സർക്കാർ നം.ഡിസി/171/2020/തസ്വഭവ തീയതി 27/03/2020

കോവിഡ്-19 പ്രതിരോധ പ്രവർത്തനങ്ങൾ ശക്തിപ്പെടുത്തുന്നതിന്റെ ഭാഗമായി
ഹോം ഐസൊലേഷൻ ഉള്ളവരെ നിരീക്ഷിക്കുന്നതിനും വിവരങ്ങൾ ശേഖരിച്ച് url
<http://kerala-field-covid.sprinklr.com> എന്ന വെബ് ആപ്ലിക്കേഷനിലൂടെ
സമർപ്പിക്കുന്നതിന് സൂചന (1) പ്രകാരം നിർദ്ദേശം നൽകിയിട്ടുണ്ട്. എന്നാൽ, 26
ഗ്രാമപഞ്ചായത്തുകൾ മാത്രമേ ടി ആപ്ലിക്കേഷൻ ഉപയോഗിക്കുന്നതായി കാണുന്നുള്ളൂ.

ജില്ലയിലെ എല്ലാ ഗ്രാമപഞ്ചായത്തുകളും ഹോം ഐസൊലേഷനിൽ ഉള്ളവരെ
നിരീക്ഷിക്കുന്നതിനായി വാർഡ്തല കമ്മിറ്റികൾ നടത്തുന്ന ഫീൽഡ് വിസിറ്റി റിപ്പോർട്ടുകൾ
ദിനപ്രതി <http://kerala-field-covid.sprinklr.com> എന്ന വെബ് ആപ്ലിക്കേഷൻ മുഖേന
തത്സമയം അപ്പ് ലോഡ് ചെയ്യേണ്ടതാണ്. ഇതിനായി വാർഡ്തല കമ്മിറ്റികൾ ഒരാളെ
തെരഞ്ഞെടുത്ത് ചുമതലപ്പെടുത്തേണ്ടതാണ്. എന്നാൽ പഞ്ചായത്തുകൾ ഇത്
ഗൗരവമായി എടുത്തിട്ടില്ല എന്ന് കാണുന്നു. സർക്കാർ ഗൗരവമായി വീക്ഷിക്കുന്ന
വിഷയമായതിനാൽ എല്ലാ സെക്രട്ടറിമാരും മേൽ വിഷയത്തിൽ വ്യക്തിപരമായി ശ്രദ്ധ
പതിപ്പിക്കണമെന്നും അടിയന്തരമായി ഹെൽത്ത് ഇൻസ്പെക്ടറുമായി ബന്ധപ്പെട്ട് ഇന്ന്
തന്നെ ടി ആപ്ലിക്കേഷനിൽ ഡാറ്റാ അപ്പ്-ലോഡ് ചെയ്യണമെന്നും അറിയിക്കുന്നു.

വിശ്വസ്തയോടെ,

പഞ്ചായത്ത് ഡെപ്യൂട്ടി ഡയറക്ടർ
തിരുവനന്തപുരം

ഉത്തരം

സൂചന പകർപ്പ്

Page 1 of 1

Certified that this is the true copy of the
document marked as Exhibit P

ADVOCATE

EXHIBIT P-3

Order Form

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CUSTOMER	Department of Electronics and IT, Government of Kerala
SPRINKLR, INC.	Sprinklr Inc., a Delaware corporation 29 W. 35th Street, 7th Floor, New York, NY 10001, US
CUSTOMER PRINCIPAL CONTACT	
MASTER AGREEMENT	Sprinklr Master Services Agreement (USA, Version 1.3, 20180413) located at www.sprinklr.com/legal
MASTER AGREEMENT DATE	
ORDER EFFECTIVE DATE	25 March, 2020
QUOTE EXPIRATION DATE	--
LICENSE TERM START DATE	25 March, 2020
LICENSE TERM END DATE	The earlier of (i) 24 September, 2020, and/or (ii) the end of the COVID-19 pandemic, as mutually agreed upon by the parties
RENEWAL	The License Term may be renewed by mutual written agreement of the parties (each a "Renewal Term").
INVOICE/BILLING CONTACT	
ACCOUNTS PAYABLE CONTACT	
TAX ID NUMBER:	
PURCHASE ORDER REQUIRED FOR BILLING	--
PURCHASE ORDER NUMBER	
CURRENCY	USD

1. PRODUCTS AND SERVICES - CITIZEN EXPERIENCE MANAGEMENT PLATFORM

CITIZEN EXPERIENCE MANAGEMENT

QTY	PRODUCT	TERM FEES
TBD	Information Intelligence	
TBD	Public Communications	
TBD	Citizen Engagement	
TBD	Citizen Portal	
TBD	Private Communications	
CITIZEN EXPERIENCE MANAGEMENT TOTAL:		--

PROFESSIONAL SERVICES

QTY	PRODUCT	FEES
TBD	Implementation Services - The scope of the Implementation Services shall be mutually agreed upon by the parties in a Statement of Work	
PROFESSIONAL SERVICES TOTAL:		--

STORAGE

QTY	PRODUCT	FEES
1	Active Data Retention: Silver	
STORAGE TOTAL:		--

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EXHIBIT P3/2

SUPPORT		
QTY	PRODUCT	FEES
1	Support: Standard	
SUPPORT TOTAL:		--

ORDER FORM TOTAL: TBD*

*Customer is under no obligation to pay for the Sprinklr Services herein during the COVID-19 pandemic. Upon the conclusion of scoping and implementation, Sprinklr will provide Customer with the pricing for the necessary Sprinklr Services. At that time, Customer may, in its sole discretion, determine what amount, if any, it shall pay to Sprinklr for the Sprinklr Services.



sprinklr

The following terms shall apply to the Sprinklr Services herein:

1. Customer may utilize the Sprinklr API for up to 250 calls per hour.
2. Access to the API Connection and any data provided thereunder, shall be considered part of the Platform pursuant to the Agreement and Customer shall have the right to access and use the API Connection according to the License granted therein.
3. The Sprinklr API is subject to the terms of the Connected Services. Sprinklr has no control over the rights granted and limitation imposed by the Connected Services, however Customer must abide by all applicable terms of the Connected Services. Such limitations may limit that transfer of data received from the API, and as a result, this may impact any Use Case(s), resulting in the requirement that Sprinklr approve all Use Cases(s).
4. Customer may utilize the services of a third party in order to develop Applications invoking the Sprinklr API Connection on behalf of another Sprinklr user. These third party individuals will be given access to documentation about the API, access to the contracted API endpoints and will be given access to authenticate to the Sprinklr API. It is the sole responsibility of Customer to notify Sprinklr immediately if Customer has revoked the services of the third party. Sprinklr shall have no responsibility nor be liable for any continued access of a third party where Customer has failed to notify Sprinklr of their required access revocation.
5. Customer shall provide the names of the authorized individuals to access the API and shall notify Sprinklr of any changes to this list of authorized employees.
6. Approved API Use Case(s): Customer understands and agrees that the Sprinklr API may be used for the following Use Cases only:
 - Asset Management: The Sprinklr API may be used to manage assets in Sprinklr. Examples of this include creating and updating assets, as well as retrieving assets to integrate with an external asset manager.
 - CRM Integration: The Sprinklr API may be used to integrate Sprinklr with external CRM systems. Examples of this include collecting and transferring approved message, profile, and case data into external CRM systems. Customer understands that using social network data for creating/updating profiles, co-mingling data, retargeting or advertising to users may be restricted or prohibited by certain social network terms based on their terms of service and will not engage in such activity if the activity is restricted or prohibited.
 - Publishing: The Sprinklr API may be used to create shortened links outside of Sprinklr.
 - Analytics: The Sprinklr API may be used to collect metrics around data for internal use and to integrate with other reporting systems. CUSTOMER understands that the API Connection should not be used as a replacement for data providers.
 - Listening Data: If no Listening Stream purchased, Customer understands that any data that requires a re-syndication fee will not pass through the API. Sprinklr is responsible for ensuring that the API Connection stream is restricted to only data that is processed/transported through Sprinklr without an additional data sync fee.

responsible for ensuring that the API Connection stream is restricted to only data that is processed/transferred through Sprinklr without an additional data plan for licensing in a third-party application.

• Chatbot: The Sprinklr API may be used to enhance message workflow in Sprinklr when responding to messages with a chatbot. CUSTOMER understands that the API will not be used for publishing outside of Sprinklr, but may be used to create draft messages in Sprinklr and update message workflow properties to assist with workflow functions in Sprinklr.

7. Customer understands and agrees that any use cases for the API other than those listed herein, must be pre-approved by Sprinklr, in Sprinklr's sole discretion.

8. Customer understands and agrees that use of the API herein is subject to the Twitter Limited Data License (EULA), located at www.sprinklr.com/legal, which is hereby agreed to as part of this Order Form.

SOCIAL PUBLISHING AND ENGAGEMENT ENTERPRISE INTEGRATION LICENSE ADDITIONAL TERMS

1. The Social Publishing and Engagement Enterprise Integration ("Integration License") is subject to the terms of the Connected Services. Sprinklr has no control over the rights granted and limitation imposed by the Connected Services, however Customer must abide by all applicable terms of the Connected Services. Such limitations may limit that transfer of data received from the Social Enterprise Integration, and as a result, this may impact any Use Case(s), resulting in the requirement that Sprinklr approve all Use Case(s).

2. Approved Use Case(s): Customer understands and agrees that the Sprinklr Social Publishing and Engagement Enterprise Integration License may be used for the following Use Cases only:

- CRM: Log public and private interactions between the brand and its customers in a CRM, and use case management or ticketing systems to associate those interactions with the applicable individual's record.
- Consumer Insights: Perform aggregate-level analysis on consumer groups to understand their views and opinions about brands and product offerings in order to gain better insight into meeting consumer needs.
- Trend Analysis: Conduct trend analysis in order to identify which types of content are performing best and to optimize marketing efforts.
- Product Development: Identify product features that are of particular interest to consumers to help craft marketing and inform product development.
- Internal Dashboard: Display content and analysis such as sentiment, share of voice, brand mentions, and keywords on an internal-facing dashboard.

3. Customer understands and agrees that any use cases for Integrations, other than those listed herein, must be pre-approved by Sprinklr, in Sprinklr's sole discretion.

4. Customer understands and agrees that use of the Social Enterprise Integration herein is subject to the Twitter Limited Data License (EULA), located at www.sprinklr.com/legal, which is hereby agreed to as part of this Order Form.

1. Sprinklr Display generates URLs for use on screens and players capable of displaying HTML5 content. Typical uses of Sprinklr Display include internal displays (i.e. Command Centers), event displays, retail displays, digital out of home (digital billboards), and more.

2. Some screen setups cannot render HTML5. For use cases involving non-HTML5 capable screens, customer understands and agrees that these use cases for use of APIs must be approved by Sprinklr. Customer must present these exceptional use cases to Sprinklr, in writing, and Sprinklr must approve, in writing, prior to use of APIs for such use cases. Once approved, the parties agree to amend this Order Form to add the new use cases.

3. Selection of Feeds and Content. You are solely responsible for the selection of Connected Services feeds that you select ("Connected Services Feeds"), and for all text, music, data, graphics, photos, video, commentary and other Inbound Content and Customer Content (together, "Content"), collected, accessed, published and used by you using the Data Visualization products. Access to and use of Connected Services Feeds and Content are subject to the terms and conditions of the relevant Connected Services, including the Twitter Terms of Service located at <http://twitter.com/tos>, the Twitter Privacy Policy located at <http://twitter.com/privacy> and the Twitter Rules located at <http://twitter.com/rules>.

4. In addition, your use of Inbound Content provided (directly or indirectly) by Twitter and received through this Agreement are subject to and governed by the terms applicable to use of such Inbound Content located at:

<https://dev.twitter.com/overview/terms/agreement>;

<https://dev.twitter.com/overview/terms/policy>; and

<https://about.twitter.com/company/display-requirements>.

5. Further, as part of your access to content under this Agreement, the parties hereby agree that Twitter, Inc., is the licensor of the Inbound Content. It is an express third-party beneficiary of this Agreement, is entitled to enforce the terms, conditions and restrictions regarding the use of the Inbound Content against you, and is further entitled to preliminary injunctive relief against you if you breach or otherwise violate this Agreement. You are solely responsible for reviewing and complying with all applicable Connected Services Terms prior to selecting the Connected Services Feeds and Content for use in connection with the Data Visualization products. By viewing, accessing or using the Data Visualization products, you represent and warrant that you have read and agree to comply with and to be bound by the Connected Services Terms. You may change your selection of Connected Services Feeds and Content at any time, but in the event of any dispute concerning your selections, your last selections recorded by the Data Visualization products will be conclusive.

GALLERY ADDITIONAL TERMS

1. Sprinklr Gallery generates an HTML embed code for use in websites and mobile apps. Typical use of Sprinklr Gallery include social posts featured on homepages, UGC campaign pages, FDP galleries featuring UGC, mobile apps featuring social posts, and more.



Some interactive experiences cannot render HTML embed codes. For these use cases, the customer understands that these uses must be approved by Sprinklr. Customer must present these exceptional use cases to Sprinklr, in writing, and Sprinklr must approve, in writing, prior to use of the Gallery API for such use cases. Once approved, the parties agree to amend this Order Form to acknowledge these uses.

3. **Selection of Feeds and Content:** You are solely responsible for the selection of Connected Services feeds that you select ("Connected Services Feeds"), and for all text, music, data, graphics, photos, video, commentary and other Inbound Content and Customer Content (together, "Content"), collected, accessed, published and used by you using the Data Visualization products. Access to and use of Connected Services Feeds and Content are subject to the terms and conditions of the relevant Connected Services, including the Twitter Terms of Service located at <http://twitter.com/tos>, the Twitter Privacy Policy located at <http://twitter.com/privacy> and the Twitter Rules located at <http://twitter.com/rules>.

4. In addition, your use of Inbound Content provided (directly or indirectly) by Twitter and received through this Agreement are subject to and governed by the terms applicable to use of such Inbound Content located at:

<https://dev.twitter.com/overview/terms/agreement>;

<https://dev.twitter.com/overview/terms/policy>; and

<https://about.twitter.com/company/display-requirements>.

5. Further, as part of your access to content under this Agreement, the parties hereby agree that Twitter, Inc., is the licensor of the Inbound Content, is as an express third-party beneficiary of this Agreement, is entitled to enforce the terms, conditions and restrictions regarding the use of the Inbound Content against you, and is further entitled to preliminary injunctive relief against you if you breach or otherwise violate this Agreement. You are solely responsible for reviewing and complying with all applicable Connected Services Terms prior to selecting the Connected Services Feeds and Content for use in connection with the Data Visualization products. By viewing, accessing or using the Data Visualization products, you represent and warrant that you have read and agree to comply with and to be bound by the Connected Services Terms. You may change your selection of Connected Services Feeds and Content at any time, but in the event of any dispute concerning your selections, your last selections recorded by the Data Visualization products will be conclusive.

ADDITIONAL PLATFORM-SPECIFIC TERMS

1. Sprinklr has the right at any time to review the usage of the Platform products licensed on this Order Form to ensure the quantity of licensed products purchased are not exceeded. Product quantities that may be reviewed include, but are not limited to, number of user Seats, number of Display(s), quantity of Listening Mentions and/or Paid Media Spend.

2. In the event a review of usage determines that the quantities have been used in excess of the quantity purchased, then Sprinklr shall invoice Customer for the additional Fees (pro-rata) from the date the overage began through the end of the Order Form Term.



3. Customer shall at all times retain all rights to and responsibility for Customer Data uploaded to or accessed by the Platform. "Customer Data" is defined as any and all data used for provision of the Sprinklr Services that is obtained by Sprinklr directly from Customer, including, without limitation, the Content and all citizen data accessed or obtained by Sprinklr from Customer. Customer expressly represents that it has the legal right to make such data available to Sprinklr for the purpose of providing the Services and agrees to indemnify and hold harmless Sprinklr and its officers, directors, and affiliates from any and all liability associated with Sprinklr's access to and use of such Customer Data. Upon termination of the services, or at any time upon Customer's written request, all Customer Data will be removed from the Platform and returned to Customer, pursuant to Section 3.4 of the Agreement.

4. Any third-party costs will be paid directly by Customer; review and approval of such costs will be the sole responsibility of Customer.

ACTIVE DATA RETENTION POLICY

Active Data Retention: **SILVER** according to Sprinklr Service Level Agreement (SLA), accessible at www.sprinklr.com/legal

SUPPORT SLA

Support: **STANDARD** according to Sprinklr Service Level Agreement (SLA), accessible at www.sprinklr.com/legal

2. TERMS AND CONDITIONS

This Order Form shall be subject to the Master Agreement defined above. The Master Agreement is incorporated by reference, in its entirety, and together with this Order Form constitutes the Agreement between Customer and Sprinklr relating to the products and services under this Order Form. Sprinklr objects to any other additional or different terms in the Customer's purchase order or acceptance. All capitalized terms not defined in this Order Form shall have the meanings given in the Master Agreement. In the event of any conflicts or inconsistencies among this Order Form and the Master Agreement, this Order Form shall prevail.



EXHIBIT P3/8

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Executed by (name/title):

GREGG A VP. LEGAL

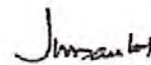
Date:

2nd APRIL 2020

Signature:



Customer



Executed by (name/title):

M. SIVASANKAR IAS

Date:

Principal Secretary to Government
Electronics & IT Department

Signature:

Certified that this is the true copy of the
document marked as Exhibit P3

ADVOCATE



Master Services Agreement (USA)

1. DEFINITIONS

"Acceptable Use Policy" means Sprinklr's Acceptable Use Policy, located at www.sprinklr.com/legal.

"Affiliate" means any entity which is directly or indirectly controlling, controlled by, or under common control with a party to this Agreement.

"Agency" means Customer's representatives, advertising agencies and/or other Customer service providers.

"Connected Services" means the various social media services supported by the Platform that Customer desires to connect to through the Platform.

"Connected Services Authorization" means the authorization relating to the Customer's Connected Services accounts, which enable the Platform to interact with Customer's Connected Services accounts.

"Content" means Inbound Content, Customer Content and informational content entered into the Sprinklr Account.

"Contractor" means subcontractors, suppliers, resellers and advisors.

"Customer Content" means any material that is (i) entered into the Sprinklr Account by Customer, an Agency or employee on behalf of or under the direction of Customer or (ii) published through the Sprinklr Account to the Connected Services for which Sprinklr has Connected Services Authorization.

"Customer User" means an individual who is authorized by Customer to use the Platform and to whom Customer supplied a user identification and password. Customer Users may include, for example, Customer's and Agency's employees and contractors.

"Force Majeure Event" means circumstances beyond a party's reasonable control, including but not limited to acts of God, fire, labor difficulties, terrorism, failure of third party networks or the public internet, power outages, or governmental demands or restrictions.

"Inbound Content" means any information published on any Connected Service not created by a Customer User. Such information includes but is not limited to, in whatever form and/or nature, text, data, graphics, photos, audio, video, electronic messages, trademarks and other identifiers.

"Internal Use" means use of the Sprinklr Services for Customer's and/or Customer Affiliates' general business use, solely for the benefit of Customer and/or Customer Affiliates, but does not include use of the Sprinklr Services to provide any services for the benefit of third parties.

"Order Form" means a written order executed by the parties which defines the respective order parameters and Platform information, such as, modules purchased, term and associated fees.

"Platform" means Sprinklr's proprietary customer experience software services, accessed by Customer via the internet, as specified in an applicable Order Form. Platform includes Updates made during the Term.

"Professional Services" means Sprinklr social media services other than the Platform that may be offered from time to time and that Customer elects to receive as described in an executed SOW.

"SLA" means Sprinklr's Service Level Agreement, located at www.sprinklr.com/legal.

"SOW" (Statement of Work) means a written order executed by the parties which identifies the Professional Services ordered by Customer, including the description, and associated fees.

"Sprinklr Account" means Customer's password restricted account to access and use the Platform.

"Sprinklr Services" means the Platform and Professional Services.

"Updates" means modifications, updates and changes made by Sprinklr to the Platform which Sprinklr makes generally available to its customers at no additional fee. Updates exclude new features, functions and capabilities which are offered for an additional fee and must be specified in an Order Form or SOW.

"User Guides" means Sprinklr materials made available to Customer through the support portal to assist users of the Platform, as such materials may be updated during the Term.

2. INTELLECTUAL PROPERTY, RIGHTS OF USE

2.1 Customer owns all right, title and interest in and to all Customer Content uploaded, stored, processed or transmitted through the Platform under the Sprinklr Account.

2.2 Sprinklr owns all right, title and interest in and to the Platform, User Guide and all Sprinklr Services.



Sprinklr Master Services Agreement (USA, Version 1.3, 20180413)

Page 1 of 5

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2.3 Subject to the terms and conditions of this Agreement, Sprinklr grants to Customer a non-exclusive, non-transferable right to access and use the licensed modules of the Platform for Internal Use, during the Term. The Platform may be accessed and used solely by the number of Customer Users specified in the applicable Order Form(s). Sharing of Customer User accounts (user identification and password) is prohibited. Customer User accounts may only be reassigned to a new individual replacing one who will no longer use the Sprinklr Services.

2.4 Subject to the terms and conditions of this Agreement, Customer's Affiliates and Agencies may access and use the Platform for Internal Use. All obligations of Customer shall apply equally to each Customer Affiliate and Agency that uses the Sprinklr Services; provided however, Customer shall be responsible for ensuring that all Customer Users comply with this Agreement (including, but not limited to the Acceptable Use Policy) and all acts or omissions of its Affiliates and Agencies under this Agreement.

2.5 Customer grants to Sprinklr during the term of this Agreement a royalty-free, non-exclusive, non-transferable, worldwide right and license: (i) to copy, cache, store, reproduce, perform, display, use, distribute, transmit and generally make available the Customer Content in electronic form via the Internet, through wireless communications services and social media through the Platform in order to provide the Sprinklr Services to Customer in accordance with this Agreement; and (ii) to access Customer's accounts on the Connected Services in order to provide the Sprinklr Services.

2.6 The Acceptable Use Policy, in its current version at the Effective Date of this Agreement, shall be incorporated into this Agreement, in its entirety, and Customer will comply with the Acceptable Use Policy.

2.7 The SLA, in its current version at the Effective Date of this Agreement, shall be incorporated into this Agreement, in its entirety, and Sprinklr will provide the Sprinklr Services in accordance with the SLA.

2.8 Customer will not, directly or indirectly (i) misappropriate or infringe Sprinklr's intellectual property rights, (ii) reverse engineer, decompile, disassemble, disclose or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (iii) modify, translate, or create derivative works based on the Platform; (iv) use the Sprinklr Services for purposes of a third party or otherwise for the benefit of a third party (other than an Affiliate as permitted hereunder); or (v) use or view the Platform for the purposes of developing, directly or indirectly, a product or service competitive to the Sprinklr Services.

3. TERM AND TERMINATION

3.1 The term of this Agreement will begin on the Effective Date and continue until expiration or termination of all Order Form's and/or SOW's (the "Term"). Each Order Form and SOW will have its own term as stated in such document.

3.2 Either party may terminate this Agreement and all Order Forms and SOW's in the event that the other party is in material breach of this Agreement, and/or any Order Form or SOW, which has not been cured within thirty (30) days following receipt of written notice of such breach.

3.3 Upon expiration or termination of this Agreement: (i) in the event of termination due solely to a breach by Sprinklr, then Sprinklr shall refund any prepaid fees for Services that would have been rendered after the date of termination; (ii) in the event of termination due solely to a breach by Customer, then Customer shall pay all fees through the date of termination, plus all fees through the remainder of the term of the applicable Order Form and/or SOW; (iii) all rights to use the Platform immediately cease and provision of Professional Services immediately ends; (iv) within thirty (30) days, each party will return or destroy at the disclosing party's request the other party's Confidential Information; and (v) Sections 2 and 6 - 11 shall survive, as well as any other provisions which by their terms or sense are intended to survive.

3.4 Within thirty (30) days after the effective date of termination Sprinklr will, upon Customer's request, extract all available Customer Content from the Platform. Both parties will agree to an acceptable transfer methodology, (typically Sprinklr provides an SFTP for the transfer). If Customer accounts are deactivated prior to the termination date, data contained within those accounts is not available anymore, therefore Customer must extract the data prior to deactivating accounts. After such thirty (30) day period, Sprinklr shall have no obligation to maintain or return any Customer Content. Any reasonable expenses incurred by Sprinklr as a result of this extraction shall be the responsibility of Customer.

4. FEES AND PAYMENT

4.1 Customer shall pay Sprinklr all fees set forth in each applicable Order Form and/or SOW (collectively, "Fees") within thirty (30) days of the invoice date, unless stated otherwise in an applicable Order Form and/or SOW. Customer may withhold payment of any Fees that are the subject of a good faith dispute of which Customer has provided Sprinklr written notice within five (5) business days of invoice receipt ("Disputed Fees"); provided that all Fees which



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EXHIBIT P4/2

are not Disputed Fees shall be timely paid, and the Disputed Fees shall be paid within ten (10) days of resolution of the dispute.

4.2 All Fees set forth in an Order Form are payable in advance and are non-cancelable, non-refundable and are based on the Sprinklr Services purchased and not based on usage, unless stated otherwise in an applicable Order Form and/or SOW. Customer shall reimburse Sprinklr for all reasonable out-of-pocket expenses incurred in performing the Professional Services as described in the applicable SOW upon the submission to Customer of applicable receipts or other documentation.

4.3 Sprinklr reserves the right to charge Customer interest at the rate of the lesser of 1.5% per month, or the maximum rate permitted by law on any Fees not received by Sprinklr within fifteen (15) days of the payment due date. Additionally, in the event any Fees or expenses are more than thirty (30) days overdue, Sprinklr may (i) suspend its performance of the Sprinklr Services, and (ii) require full payment before Sprinklr resumes performance.

4.4 All Fees exclude taxes and Customer agrees to pay any applicable taxes charged arising from this Agreement in a timely manner, other than those based on Sprinklr's income. If Customer is tax-exempt, Customer shall provide Sprinklr with its tax-exemption number and certificate within five (5) business days after the Effective Date. Customer shall be responsible for any liability or expense incurred by Sprinklr as a result of Customer's failure or delay in paying taxes due or if Customer's claimed tax exemption is rejected. If Customer is legally required to withhold tax from its payment of Fees to Sprinklr, and/or to pay any equalization taxes, Customer agrees to gross up all Fees that are subject to such withholding tax, and shall not be entitled to reduce the Fees on an Order Form and/or SOW by any equalization taxes, such that the net payment received by Sprinklr is the full originally stated amount of such Fees.

5. WARRANTIES

5.1 Each party represents and warrants that it has the right and authority to enter into and perform its obligations under this Agreement and shall comply with all applicable laws.

5.2 Sprinklr warrants that during the Term, when used by Customer as expressly permitted hereunder, the Platform shall substantially conform to the User Guides and shall perform in all material respects in accordance with the terms of this Agreement and each Order Form or SOW. In the event Customer determines that the Platform has not met the foregoing warranty, Customer shall give Sprinklr prompt notice of the deficiency, including details sufficient to allow Sprinklr to replicate the deficiency, and in such event Sprinklr will use commercially reasonable efforts to remedy the identified deficiency. If Sprinklr does not remedy the deficiency, either party may terminate the affected Order Form or SOW and in such case Sprinklr will refund to Customer the amount of any pre-paid Fees for the period after termination as its exclusive remedy. This warranty does not cover any problem with or damage to the Platform to the extent caused by: (i) Customer's negligence, abuse, misuse, improper handling and/or use, (ii) modifications by anyone other than Sprinklr or its Contractors; (iii) failure to operate the Platform in accordance with the User Guides; or (iv) a Force Majeure Event.

5.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOLE AND EXCLUSIVE WARRANTIES AND WARRANTY REMEDIES ARE SET FORTH IN THIS SECTION AND, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SPRINKLR SERVICES, INCLUDING ALL FUNCTIONS THEREOF, ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ACCURACY OF CONTENT, NON-INFRINGEMENT, NON-INTERFERENCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SPRINKLR SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE.

6. INDEMNIFICATION

6.1 Sprinklr shall indemnify, defend and hold harmless Customer and its Affiliates (the "Customer Parties") from and against any losses, liabilities, costs, expenses (including reasonable attorneys' fees and expenses), penalties, judgments, settlement amounts and damages ("Losses") incurred by a Customer Party arising from a claim, suit, action or proceeding brought by a third party (a "Claim") against any Customer Party alleging that the Sprinklr Services (excluding the Content and use of the Connected Services Authorization) when used by Customer as permitted hereunder infringes any third party intellectual property right. In the event it is held (or in Sprinklr's reasonable opinion it is likely to be held) that the Sprinklr Services when used in accordance with this Agreement and the applicable Order Form and/or SOW infringe a third party's rights, Sprinklr shall at its expense either (x) procure for Customer the right to continue using the affected elements of the Sprinklr Services, or (y) replace or modify the affected elements of the Sprinklr Service, in whole or in part, so that it becomes non-infringing but provides substantially equivalent functionality. If Sprinklr, in its sole discretion, determines that neither (x) nor (y) are commercially reasonable, Sprinklr may terminate the provision of the affected Sprinklr Services and refund to Customer the amount of any pre-paid Fees applicable to the terminated Sprinklr Services for the period after



termination. Customer acknowledges that its right to obtain indemnification and the rights described in the preceding sentence are its sole and exclusive rights in the event of such a claim.

6.2 Customer shall indemnify, defend and hold harmless Sprinklr and its Affiliates, (the "Sprinklr Parties") from and against any Losses arising from a breach of the Acceptable Use Policy.

6.3 The indemnification obligations contained in this Agreement are conditioned upon: (i) notice by the party seeking indemnity ("Indemnitor") to the party from whom indemnity is sought ("Indemnitee") of any Claim for which indemnity is claimed within five (5) days of the Indemnitee receiving notice of such claim (failure to meet this condition does not exempt the Indemnitor of its indemnification obligation, except to the extent that failure has materially prejudiced the Indemnitor's ability to defend the Claim); (ii) complete control of the defense and settlement of the Claim by the Indemnitor, provided that no settlement may be made without the consent of the Indemnitee, such consent not to be unreasonably withheld or delayed; and (iii) reasonable cooperation by the Indemnitee in the defense as the Indemnitor may request. The Indemnitee has the right to participate in the defense against the indemnified Claims with counsel of its choice and at its own expense but may not confess judgment, admit liability or take any other actions prejudicial to the defense. Further, the Indemnitee may not settle an Indemnified claim unless such settlement includes an unconditional release of the other party from all liability on all Claims, or the other party gives its prior written consent, which shall not be unreasonably withheld.

6.4 THIS SECTION STATES EACH PARTY'S ENTIRE LIABILITY TO THE OTHER AND EACH PARTY'S SOLE REMEDY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

7. LIMITATIONS OF LIABILITY

7.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES OR ANY OTHER MATTER RELATING TO THE SPRINKLR SERVICES.

7.2 EXCEPT FOR (I) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS; AND/OR (III) A BREACH OF SECTION 2.8, IN NO EVENT SHALL THE TOTAL LIABILITY OF ONE PARTY TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE), ARISING FROM THIS AGREEMENT OR CUSTOMER'S USE OF THE SPRINKLR SERVICES, EXCEED, IN THE AGGREGATE, THE TOTAL FEES RECEIVED BY OR PAYABLE TO SPRINKLR FROM CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. CUSTOMER ACKNOWLEDGES THAT SPRINKLR HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL THE LIMITATIONS IN THIS SECTION APPLY TO FEES DUE FOR THE SPRINKLR SERVICES UNDER THIS AGREEMENT.

7.3 Neither party will be liable to the other for any failure to perform, or delay in the performance of, any obligation under this Agreement caused by a Force Majeure Event.

8. CONFIDENTIALITY

8.1 "Confidential Information" means: (i) business or technical information, including product plans, designs, source code, marketing plans, business opportunities, personnel, research, development or know-how (all of the foregoing as they relate to the Sprinklr Services, including the Platform (current or planned), are Sprinklr's Confidential Information, and all of the foregoing as they relate to Customer's business, are Customer's Confidential Information); and (ii) information designated by the disclosing party as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential. Confidential Information includes information disclosed prior to or during the Term of this Agreement. Confidential Information shall not include information which: (i) is or becomes generally available to the public other than as a result of wrongful disclosure by the receiving party; (ii) is or becomes available to the receiving party on a non-confidential basis from a third party that rightfully possesses the Confidential Information and has the legal right to make such disclosure; or (iii) is developed independently by the receiving party without use of any of disclosing party's Confidential Information and by persons without access to such Confidential Information.

8.2 Customer and Sprinklr each agree not to use any Confidential Information of the other party for any purpose other than as necessary to perform its obligations under this Agreement. During and after the Term, neither receiving



party will disclose any Confidential Information of the disclosing party to any third party without the prior written consent of the disclosing party, except (i) where such disclosure is necessary for the performance of the receiving party's obligations under this Agreement; or (ii) as may be required by Laws (provided that the party obligated to make the disclosure shall give the other party advance notice of such requirement to the extent legally permitted). Each receiving party shall be responsible for compliance with this Section and applicable provisions of this Agreement by its employees and Contractors, and shall obtain the agreement by each employee and Contractor to keep the Confidential Information of the disclosing party confidential and to use it solely as required for the performance of the receiving party's obligations hereunder. For purposes of clarity, Customer may publicly disclose the fact that it is using the Sprinklr Services, but all details about the uses, functionalities or other aspects of the Sprinklr Services (including screenshots and specific features of the Platform) are Confidential Information of Sprinklr and may not be disclosed.

9. DATA PROTECTION

Sprinklr's Data Processing Addendum (referenced version), in its current version at the Effective Date of this Agreement, located at www.sprinklr.com/legal, is incorporated into and subject to the terms of this Agreement by reference.

10. GOVERNING LAW

10. GOVERNING LAW
This Agreement is governed by the laws of the State of New York, without reference to conflict of law principles. The parties irrevocably consent to the exclusive jurisdiction of the state or federal courts located in New York County, NY, over any suit, action or proceeding arising out of or relating to this Agreement. THE PARTIES UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT ANY ORDER FORM AND/OR SOW.

11. MISCELLANEOUS

11. MISCELLANEOUS

11.1 This Agreement incorporates any exhibits, appendices and other documents referred to in it, including, but not limited to, the Acceptable Use Policy, the SLA and/or, if applicable, any data processing agreement. This Agreement together with each Order Form and/or SOW is the entire agreement between the parties relating to this subject matter, and supersedes (i) any pre-printed terms on a purchase order, which shall have no effect, and (ii) all prior or contemporaneous understandings of the parties related thereto, including any separate non-disclosure agreement between the parties relating to this subject matter as it relates to confidential information disclosed after the date of and pursuant to this Agreement. This Agreement, any Order Form and SOW may be amended or any right waived only in writing signed by the parties. By executing this Agreement, Customer affirms and agrees that Sprinklr has not made any representations to induce Customer to enter this Agreement except for those representations explicitly set forth in this Agreement or in an Order Form or SOW entered into under this Agreement. Customer disclaims reliance upon any representations if any kind whatsoever except for those set forth in this Agreement or Order Form or SOW.

11.2 In no event may either party initiate any action against the other party pursuant to this Agreement within two (2) years from the date the claim arose, in case such limitation is permitted by applicable law.

11.3 Except as may be expressly provided herein, all remedies provided for in this Agreement are non-exclusive remedies.

11.4 Either party may assign this Agreement in whole or in part (i) to an Affiliate; (ii) in connection with a merger where the contracting entity does not survive such merger, or (iii) in connection with the sale of all or substantially all of the contracting entity's assets related thereto. Except as expressly stated in this section, neither party may assign its rights or obligations under this Agreement without obtaining the other party's prior written consent. Any assignment in contravention of this section is void.

11.5 Sprinklr may identify Customer as a Sprinklr Customer in Sprinklr's marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name and logo). Any other uses of either party's name and logo shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.

11.6 Sprinklr has the worldwide, perpetual, irrevocable right and license to use non-personal aggregated/anonymized statistical data derived from the operation and use of the Sprinklr Services ("Statistical Data") for internal business and/or operating purposes only, provided that Sprinklr does not share with any third party Statistical Data which reveals the identity of Customer, Customer Users, or Customer's Confidential Information except as permitted pursuant to Section 8.

11.7 Nothing in this Agreement will create any association, partnership, or joint venture between the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty



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outside those expressly stated in this Agreement. If a court of competent jurisdiction finds any provision of this Agreement unenforceable, all other provisions will remain in full force and effect and the unenforceable provision will be replaced with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision.

11.8 In the event of a conflict between any provision of this Agreement and an SOW or Order Form, the terms of the SOW or Order Form shall prevail with respect to the matters covered by the applicable SOW and/or Order Form.

**Certified that this is the true copy of the
document marked as Exhibit P4**

ADVOCATE



Sprinklr Master Services Agreement (USA, Version 1.3, 20180413)

Page 6 of 5

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11 April, 2020

M. Sivasankar, IAS
Principal Secretary to Government Electronics and IT Department
Kerala
Sent via email

Re: Summary of Data Rights and Confidentiality Obligations in Connection with Sprinklr Donation of Software

To Whom it May Concern;

I write on behalf of Sprinklr, Inc. ("Sprinklr" or "the Company") to affirm our mutual understanding or certain data rights and confidentiality obligations, pursuant to the Order Form ("OF") executed by Sprinklr and the Department of Electronics and IT, Government of Kerala ("Kerala") (collectively, the "Parties") on 2 April, 2020, which execution effectuated a donation by Sprinklr to Kerala of Sprinklr's Citizen Experience Management Platform (the "Platform") to assist in Kerala's management of the present COVID-19 crisis.

As established in the OF and the Master Services Agreement ("MSA"), which is incorporated and binding by reference:

- "Customer [Kerala] shall at all times retain all rights to and responsibility for Customer Data uploaded to or accessed by the Platform. "Customer Data" is defined as any and all data used for provision of the Sprinklr Services that is obtained by Sprinklr directly from Customer, including, without limitation, the Content and all citizen data accessed or obtained by Sprinklr from Customer. Customer expressly represents that it has the legal right to make such data available to Sprinklr for the purpose of providing the Services, and agrees to indemnify and hold harmless Sprinklr and its officers, directors, and affiliates from any associated with Sprinklr's access to and use of such Customer Data. Upon termination of the services, or at any time upon Customer's written request, all Customer Data will be removed from the Platform and returned to the Customer, pursuant to Section 3.4 of the agreement." *OF Additional Platform Product Terms, Paragraph 3*
- Customer owns all right, title and interest in and to all Customer Content uploaded, stored, processed or transmitted through the Platform under the Sprinklr Account. *MSA, Paragraph 2.1*
- Customer grants to Sprinklr during the term of this Agreement a royalty-free, non-exclusive, non-transferable, worldwide right and license: (i) to copy, cache, store, reproduce, perform, display, use, distribute, transmit and generally make available the Customer Content in electronic form via the Internet, through wireless communications services and social media through the Platform in order to provide the Sprinklr Services to Customer in accordance with this Agreement; and (ii) to access Customer's accounts on the Connected Services in order to provide the Sprinklr Services. *MSA, Paragraph 2.5*

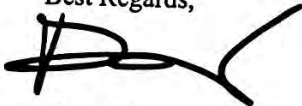
EXHIBIT P5/1

- Within thirty (30) days after the effective date of termination Sprinklr will, upon Customer's request, extract all available Customer Content from the Platform. Both parties will agree to an acceptable transfer methodology, (typically Sprinklr provides an SFTP for the transfer). If Customer accounts are deactivated prior to the termination date, data contained within those accounts is not available anymore, therefore Customer must extract the data prior to deactivating accounts. After such thirty (30) day period, Sprinklr shall have no obligation to maintain or return any Customer Content. Any reasonable expenses incurred by Sprinklr as a result of this extraction shall be the responsibility of Customer. *MSA, Paragraph 3.4*
- Customer and Sprinklr each agree not to use any Confidential Information of the other party for any purpose other than as necessary to perform its obligations under this Agreement. *MSA, Paragraph 8.2*

Further, the Sprinklr Citizen Experience Management Privacy Policy (available online at <https://www.sprinklr.com/cxm-privacy-policy/>) clearly states that governments, like Kerala, that use the Platform:

- Decide what types of personal information to collect using the platform and how to share the information.
- Are responsible for complying with their respective jurisdictions' legal requirements that apply to the collection, use and disclosure of personal information.
- Decide what consents, privacy notices, choices and privacy rights they need to provide to individuals whose information they process through Sprinklr CXM.
- Decide how long to retain personal information in Sprinklr CXM.

Best Regards,



Dan Haley
General Counsel
Sprinklr, Inc.

**Certified that this is the true copy of the
document marked as Exhibit P**



ADVOCATE

**EXHIBIT P6**

12 April, 2020

M. Sivasankar, IAS
Principal Secretary to Government Electronics and IT Department
Kerala
Sent via email

Re: Data Rights and Confidentiality Obligations in Connection with Sprinklr Donation of Software

I write to reaffirm our mutual understanding of certain data rights and confidentiality obligations in connection with Sprinklr's donation of our Citizen Experience Management Platform to assist in Kerala's management of the present COVID-19 crisis. We are pleased and proud to help Kerala in its effort to protect and serve its citizens.

As we have agreed since the outset of our engagement, our work on behalf of Kerala and its citizens is governed by the following bedrock principles and obligations:

- Kerala at all times retains all rights to and responsibility for Customer Data uploaded to or accessed by the Sprinklr Platform. This means that any and all data used for provision of the Sprinklr Platform that is obtained by Sprinklr, including all citizen data accessed or obtained by Sprinklr from Kerala or directly from citizens, belongs to the Government and/or the citizens. Upon termination of Kerala's use of the Platform, or at any time upon Kerala's request, all Customer Data will be removed from the Platform and retained by Kerala. Nothing in this relationship gives Sprinklr any rights to such data, other than to provide the Platform as agreed with and instructed by Kerala.
- Personal data provided by citizens is provided only pursuant to express and informed citizen consent, which is obtained electronically directly from each citizen who chooses to input data to the Platform. Such data is and at all times remains the property of the citizen who provides it, and will be removed from the Platform upon said citizen's instruction. Sprinklr neither has nor seeks any right to do anything with such data beyond the limited rights granted by each citizen when he or she opts into the system. Such limited rights may be revoked at any time.
- All data uploaded by any party and by any means to the Citizen Experience Management Platform by or from Kerala or its citizens is and will be hosted within the geographical boundaries of India and can be moved to whatever server or data centre that meets technical requirements and that Kerala specifies, at any time.
- Within thirty (30) days after the effective date of termination Sprinklr will, upon Kerala's request, extract all available Customer data from the Platform and send it to Kerala via an agreed transfer methodology.
- Of course, Kerala and Sprinklr have each agreed not to use any Confidential Information of the other party for any purpose other than as necessary to perform our obligations.

EXHIBIT P-6/1

As we have discussed, the Sprinklr Citizen Experience Management Privacy Policy clearly states that governments, like Kerala, that use the Platform:

- Decide what types of personal information to collect using the platform and how to share the information.
- Are responsible for complying with their respective jurisdictions' legal requirements that apply to the collection, use and disclosure of personal information.
- Decide what consents, privacy notices, choices and privacy rights they need to provide to individuals whose information they process through Sprinklr CXM.
- Decide how long to retain personal information in Sprinklr CXM.

Again, we are pleased and proud to afford the use of our technology to Kerala in this time of global crisis.

Best Regards,



Dan Haley
General Counsel
Sprinklr, Inc.

**Certified that this is the true copy of the
document marked as Exhibit P 6**


ADVOCATE



Mutual Non-Disclosure Agreement

Between Partner: Department of Electronics and IT, Government of Kerala

And Sprinklr: Sprinklr, Inc., 29 W. 35th Street, New York, NY 10001, USA

Effective Date: March 24, 2020

1. PURPOSE

The parties wish to explore a business opportunity of mutual interest and benefit (the "Purpose"). In connection with the Purpose, each party may disclose to the other party certain confidential technical and business information that the disclosing party desires to treat as confidential.

2. CONFIDENTIAL INFORMATION

"Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly in writing, orally, or by inspection of tangible objects (i) that the disclosing party identifies as confidential or proprietary; or (ii) that reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.

3. EXCEPTIONS

Notwithstanding Section 2, Confidential Information shall not include any information which (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public without breach of this Agreement by the receiving party; (ii) was acquired by the receiving party without restriction as to use or disclosure before receiving such information from the disclosing party, as shown by the receiving party's files and records immediately prior to the time of disclosure; (iii) is obtained by the receiving party without restriction as to use or disclosure by a third party authorized to make such disclosure; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

4. PERMITTED USE

The receiving party may only use the disclosing party's Confidential Information in connection with the Purpose. The receiving party shall not reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects that embody the disclosing party's Confidential Information unless written consent for such actions is received from the disclosing party. If such a prohibition is not permitted pursuant to applicable law, the receiving party shall provide the disclosing party written notice prior to undertaking any such reverse engineering, and shall give the disclosing party a reasonable amount of time to provide any interface information required by law prior to commencing such reverse engineering. Neither Party shall make any copies of the other Party's Confidential Information, unless required for the Purpose. Each Party shall reproduce the other Party's proprietary rights and confidentiality notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. MAINTENANCE OF CONFIDENTIALITY

The receiving party will maintain the confidentiality of the disclosing party's Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. The receiving party will not disclose any of the disclosing party's Confidential Information to employees or to any third parties except to the receiving party's employees and subcontractors who have a need to know such information in connection with the Purpose and have agreed to abide by non-disclosure terms at least as protective of the disclosing party's Confidential Information as those set forth herein.

6. DISCLOSURE REQUIRED BY LAW

In the event the receiving party is required by law or a valid and effective subpoena or order issued by either a court of competent jurisdiction or a governmental body to disclose any of the disclosing party's Confidential Information, the receiving party shall promptly notify the disclosing party in writing of the existence, terms, and circumstances surrounding such required disclosure so that the disclosing party may seek a protective order or other appropriate relief from the proper authority. The receiving party shall cooperate with the disclosing party in seeking such order or other relief. If the receiving party is nonetheless required to disclose the disclosing party's Confidential Information, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that such Confidential Information will be treated confidentially to the extent possible.



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EXHIBIT P7/1

7. TERM AND DURATION OF PROTECTION

This Agreement shall be effective as of the Effective Date and shall remain in effect for a period of three (3) years. Thereafter, the Agreement shall remain applicable to the extent necessary to protect Confidential Information until such information is no longer Confidential Information because it is covered by an exception set forth in Section 3. The non-disclosure provisions of any applicable transaction documents entered into between the parties in the context of the Purpose shall supersede this Agreement.

8. NO OBLIGATION

Nothing herein shall obligate either party to purchase, sell, license, transfer, or otherwise dispose of any technology, services or products, or to engage in any other business transaction. Each party reserves the right, in its sole discretion, to terminate the discussions concerning the Purpose at any time.

9. OWNERSHIP AND NO LICENSE

All of the disclosing party's Confidential Information shall remain the sole property of the disclosing party. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark or other intellectual property right of the other party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information except as expressly set forth herein.

10. NO WARRANTY

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION, AND EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. RETURN OF MATERIALS

All documents and other tangible objects containing or representing the disclosing party's Confidential Information and all copies thereof that are in the possession of the receiving party shall be promptly returned to the disclosing party upon the disclosing party's request.

12. EXPORT COMPLIANCE

Confidential Information may be subject to export laws and regulations of the United States and other countries. Each party shall comply with all applicable export laws and shall ensure that Confidential Information is not exported, neither directly or indirectly, in violation thereof.

13. REMEDIES

Each party agrees that its obligations hereunder are necessary and reasonable to protect the disclosing party and the disclosing party's business, and expressly agrees that monetary damages may be inadequate to compensate the disclosing party for any breach by the receiving party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting bond.

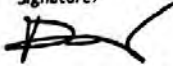
14. MISCELLANEOUS

This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. Any suit to enforce this Agreement shall be brought exclusively in the Borough of Manhattan, New York, and the parties hereby submit to the personal jurisdiction of such courts and waive any venue objection. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution. Neither party may assign this Agreement without the express written consent of the other party, and any prohibited assignment shall be void; provided that either party may assign this Agreement pursuant to a merger, acquisition or sale of all or substantially all of such party's assets except in the event that the proposed assignee is a competitor of the other party. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns.

Sprinklr Signatory (Name/Title):

Dan Haley / General Counsel

Signature:



Partner Signatory (Name/Title):

Shri. M Sivasankar, IAS, Principal Secretary

Signature:




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Mutual Non-Disclosure Agreement (USA, Version 1.1, 20170407)
Page 2 of 2

sprinklr

ADVOCATE

Certified that this is the true copy of the document marked as Exhibit P 7

ADVOCATE

Case No. 3:18-cv-01192-HZ
UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON PORTLAND DIVISION

Opal Labs, Inc. v. Sprinklr, Inc.

Decided Dec 4, 2019

Case No. 3:18-cv-01192-HZ

12-04-2019

OPAL LABS, INC., an Oregon Corporation, Plaintiff, v. SPRINKLR, INC., a Delaware Corporation,
Defendant.

Adam M. Starr Chad M. Colton Renee E. Rothauge Stanton R. Gallegos Markowitz Herbold, P.C. 1211 SW
Fifth Avenue, Suite 3000 Portland, OR 97204 Attorneys for Plaintiff Robert Lane Carey Christopher J.
Pallanch Megan K. Houlihan Michael C. Willes Tonkon Torp, LLP 1600 Pioneer Tower 888 SW Fifth Avenue
Portland, OR 97204 Attorneys for Defendant

HERNÁNDEZ, District Judge

OPINION & ORDER Adam M. Starr

Chad M. Colton

Renee E. Rothauge

Stanton R. Gallegos

Markowitz Herbold, P.C.

1211 SW Fifth Avenue, Suite 3000

Portland, OR 97204

- 2 Attorneys for Plaintiff *2 Robert Lane Carey
Christopher J. Pallanch
Megan K. Houlihan
Michael C. Willes
Tonkon Torp, LLP
1600 Pioneer Tower
888 SW Fifth Avenue
Portland, OR 97204

Attorneys for Defendant HERNÁNDEZ, District Judge:

Plaintiff Opal Labs, Inc. filed this action for fraud, breach of contract, violation of the Uniform Trade Secrets Act and other claims. Defendant moves to compel Plaintiff to supplement its answer to Interrogatory No. 4 to provide a more definite statement of its claimed trade secrets. The Court denies Defendant's motion to compel.

BACKGROUND

Opal Labs, Inc. v. Sprinklr, Inc. Case No. 3:18-cv-01192-HZ (D. Or. Dec. 4, 2019)

Plaintiff is a software developer that "provides content creation, marketing and planning software, and services to large companies" across the country. Second Am. Compl. ¶ 7, ECF 61. Plaintiff's software helps companies create and plan marketing campaigns. *Id.* Defendant is a large software developer whose software platform allows large companies to publish and analyze marketing materials on social media sites. *Id.* at ¶ 9. Because the features of the two developers' software platforms were complementary, Plaintiff and Defendant teamed up to explore the feasibility of integrating the features of their software to serve a mutual client. *Id.* at ¶¶ 14-15. During the parties' joint effort, the parties entered into a mutual non-disclosure agreement, a teaming agreement, and terms of use agreements. *Id.* at ¶¶ 15, 22, 34. While collaborating to serve their mutual client, Plaintiff alleges that Defendant gained unauthorized access to Plaintiff's proprietary information and confidential trade secrets. *Id.* at ¶ 21-22. Plaintiff alleges that Defendant used Plaintiff's proprietary information and trade secrets to create a content marketing and planning module similar to Plaintiff's product, which Defendant integrated into its own software and sold to the parties' mutual client. *Id.* at ¶¶ 39-40. As a result, the parties' mutual client terminated its business relationship with Plaintiff. *Id.* at ¶ 44.

In discovery, Defendant served an interrogatory that asked Plaintiff to describe each trade secret that it alleges Defendant misappropriated, "including the critical elements of each trade secret . . . documents that describe or embody each trade secret, and . . . the Persons most knowledgeable concerning the nature and development of each trade secret." Def. Mot. Compel 3, ECF 82. Plaintiff served a response, supplemented its response, and served an amended supplemental response to the interrogatory. Defendant claims that Plaintiff has failed to describe its alleged trade secrets with reasonable particularity and seeks an order compelling Plaintiff to further supplement its answer to Interrogatory No. 4.

STANDARDS

The scope of discovery extends to "any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case." Fed. R. Civ. P. 26(b)(1). A party may serve an interrogatory relating to "any matter that may be inquired into under Rule 26(b)." Fed. R. Civ. P. 33(a)(2). The Court may issue an order compelling a party to answer an interrogatory if that party refuses to answer or fails to provide a complete answer. Fed. R. Civ. P. 37(a)(3)-(4).

In a trade secret case, the plaintiff must "identify the trade secrets and carry the burden of showing that they exist." *Imax Corp. v. Cinema Techs., Inc.*, 152 F.3d 1161, 1164 (9th Cir. 1998). The plaintiff must "identify its alleged trade secrets with reasonable particularity." *Vesta Corp. v. Amdocs Mgmt. Ltd.*, 147 F. Supp. 3d 1147, 1156 (D. Or. 2015) ("*Vesta I*"). Reasonable particularity is "a description of the trade secrets at issue that is sufficient to (a) put a defendant on notice of the nature of the plaintiff's claims and (b) enable the defendant to determine the relevancy of any requested discovery concerning its trade secrets." *Vesta I*, 147 F. Supp. 3d at 1155 (quoting *BioD, LLC v. Amnio Tech., LLC*, No. 2:13-cv-1670-HRH, 2014 WL 3864658, at *5 (D. Ariz. Aug. 6, 2014)). A plaintiff does not have to prove their trade secret claim prior to conducting discovery, but it "must provide enough detail about [its] alleged trade secrets to at least suggest that the alleged trade secrets might be legally protectable." *Id.* at 1156. It is not enough for a party to describe its alleged trade secrets by generic category or to describe merely "the end results of, or functions performed by, the claimed trade secrets." *Id.* Whether a party has described its claimed trade secrets with sufficient particularity is a fact-intensive inquiry that the Court must assess on a case-by-case basis. *Id.* at 1155.

DISCUSSION

Defendant's Interrogatory No. 4 stated:

Opal Labs, Inc. v. Sprinklr, Inc. Case No. 3:18-cv-01192-HZ (D. Or. Dec. 4, 2019)

Describe in detail each trade secret you allege was misappropriated by Sprinklr and/or Mr. Herman, including but not limited to by describing the critical elements of each trade secret, by identifying documents that describe or embody each trade secret, and by identifying the Persons most knowledgeable concerning the nature and development of each trade secret.

Def. Mot. Compel 3. Plaintiff's supplemental response to the interrogatory identified ten alleged trade secrets. Def. Mot. Compel 12-19. Plaintiff's amended supplemental response, the specificity of which the parties dispute in this motion, identified additional trade secrets. Def. Mot. Compel 20-30. In response to the Court's request, Plaintiff provided an exhibit that contained additional details about the structure, functions, and capabilities that it claims are trade secrets and cited the transcripts of the depositions of David Gorman, Plaintiff's co-founder and Vice President of Product, in which Mr. Gorman testified in his personal and representative capacity under Fed. R. Civ. P. 30(b)(6) about Plaintiff's claimed trade secrets. Pl. Trade Secret *5 Ex., ECF 97. The Court construes Plaintiff's Trade Secret Exhibit, *id.*, as a supplement to Plaintiff's answer to Interrogatory No. 4.

Defendant relies in part on *Vesta I* to support its argument that Plaintiff has failed to describe its alleged trade secrets with reasonable particularity. Def. Mot. Compel 5-6. In *Vesta I*, this Court required Plaintiff to "make pre-discovery disclosures of its alleged misappropriated trade secrets" before requiring defendant to respond to the plaintiff's discovery requests. *Vesta I*, 147 F. Supp. 3d at 1153-54. In reaching that decision, this Court weighed the competing interests of preventing a "fishing expedition" into the defendant's trade secrets by the plaintiff, preventing the plaintiff from crafting its trade secret misappropriation claims to fit the evidence it discovers from the defendant, and preventing "needless exposure to the defendant's trade secrets" against the plaintiff's right to broad discovery under the Federal Rules of Civil Procedure and the plaintiff's interest in determining exactly which of its trade secrets Defendant had accessed. *Id.* at 1153-54. This Court also emphasized that the Court's ability to fulfill its obligation to determine the relevance of discovery requests and the appropriate scope of discovery depends on the plaintiff's identification of its claims. *Id.* at 1153.

In a later decision in the same case, this Court addressed whether the plaintiff had complied with the Court's order in *Vesta I* to describe its trade secrets with reasonable particularity. *Vesta Corp. v. Andocs Mgmt. Ltd.*, No. 3:14-cv-1142-HZ, 2016 WL 8732371, at *1 (D. Or. Apr. 1, 2016) ("*Vesta II*"). In discussing the sufficiency of the plaintiff's interrogatory answers, this Court noted in *Vesta II* that the plaintiff's answers and supporting documents, although they added detail, did not describe the plaintiff's trade secrets with reasonable particularity because they "largely describe[d] what various systems and strategies are designed to do, not how they do it," *Id.* at *6. *6

Plaintiff, in its response and amended responses to Interrogatory No. 4, has described several specific features and functions of its software, the existence and abilities of which it claims are trade secrets, and described them in detail. Def. Mot. Compel 12-30. In its motion to compel, Defendant offers a number of arguments that Plaintiff's alleged trade secrets are not, in fact, trade secrets. *Id.* For example, Defendant argues for one claimed trade secret that it is "in the public domain because Opal filed for trademark protection for it," it is "known in the industry," and "has been marketed commercially" by another software developer. *Id.* at 12. For other claimed trade secrets, Defendant argues that the functions are "available in a wide variety of software," *id.* at 13, 25, have been around for several years, *id.* at 14-18, "[are] not unique," *id.* at 24, and for one feature, Defendant explicitly argues that it "is not a trade secret." *Id.* at 21.

Opal Labs, Inc. v. Sprinklr, Inc. Case No. 3:18-cv-01192-HZ (D. Or. Dec. 4, 2019)

Whether an alleged trade secret is, in fact, a trade secret is a different question from whether Plaintiff has identified its claimed trade secrets with reasonable particularity. *Vesta II*, 2016 WL 8732371, at *4; *Storage Craft Tech. Corp. v. Symantec Corp.*, No. 2:07-cv-856 CW, 2009 WL 112434, at *2 (D. Utah, Jan. 16, 2009) ("The procedures for challenging the merits of a trade secret claim prior to trial are set out in Rules 12 and 56 of the Federal Rules of Civil Procedure and are not properly challenged under discovery rules, including the requirement that the trade secret be identified with particularity").

The Court agrees with Plaintiff that the *Vesta* decisions addressed a slightly different question from the parties' dispute in this case. The question in the *Vesta* decisions was whether the plaintiff had described its trade secrets with sufficient particularity before discovery began to warrant requiring the defendant to reveal its own trade secrets in discovery. That is not the issue that Defendant raised in its motion to compel. The concern raised by Defendant is whether Plaintiff has described its trade secrets with sufficient particularity to allow Defendant to
 7 *7 continue with discovery and prepare an adequate defense to Plaintiff's trade secret misappropriation claim. As both parties point out, they have already conducted significant discovery in this case, including multiple software inspections and lengthy depositions. As a result, Defendant's motion does not present the same threshold question about how to begin discovery that was at issue in *Vesta*.

None of the policy considerations identified in the *Vesta* cases are implicated here. It has long been known to Defendant that Plaintiff's trade secret claims are limited to the features of Plaintiff's content marketing and planning platform, and this Court's earlier rulings limited the scope of Plaintiff's discovery of Defendant's software to Defendant's content marketing and planning platform. *Quaiz v. Rockler Retail Grp., Inc.*, No. 3:16-cv-1879-SI, 2017 WL 960360, at *3-4 (D. Or. Mar. 13, 2017) (plaintiff's description of its trade secrets was sufficient to proceed with discovery when the defendant had adequate notice of the plaintiff's claims, and the plaintiff's description was adequate to determine the relevance of discovery to the alleged trade secrets); *Phoenix Techs., Ltd. v. DeviceVM, Inc.*, No. 09-4697-EDL, 2010 WL 8590525, at * 2 (N.D. Cal. Mar. 17, 2010) (denying the defendant's motion for a protective order because the plaintiff had described its alleged trade secrets with sufficient particularity to "allow the trial court to control the scope of . . . discovery, protect all parties' proprietary information, and allow them a fair opportunity to prepare and present their best case or defense at a trial on the merits") (citations omitted).

Moreover, the Court's earlier rulings that limited the scope of discovery to the parties' respective content marketing and planning platforms obviated the concern that Plaintiff will unnecessarily access Defendant's trade secrets and proprietary information unrelated to Plaintiff's claims. There is also no risk that continuing
 8 discovery regarding the parties' content *8 marketing and planning platforms will give Plaintiff a chance to craft its trade secret claims from the information that it discovers from Defendant. *Vesta I*, 147 F. Supp. 3d at 1153. Accordingly, Plaintiff has described its claimed trade secrets with sufficient particularity to proceed with discovery.

At oral argument, Defendant argued that if the Court does not limit Plaintiff's trade secret claims to the trade secrets that Plaintiff has already identified, then Defendant will be at a disadvantage when it moves for summary judgment without having had the opportunity to conduct discovery concerning Plaintiff's later-identified trade secrets. The Court agrees. Plaintiff knows or should know its own trade secrets. At this stage of discovery, Plaintiff has examined Defendant's current content marketing and planning platform and should be able to identify which of its trade secrets Defendant may have misappropriated. Because Defendant raised this issue for the first time at oral argument and discovery has not yet closed, the Court will give Plaintiff an

Opal Labs, Inc. v. Sprinklr, Inc. Case No. 3:18-cv-01192-HZ (D. Or. Dec. 4, 2019)

additional thirty days to supplement its answer to Interrogatory No. 4. The Court will limit Plaintiff's trade secret claims to those it has identified and described with reasonable particularity within thirty days of the date of this order. /// /// /// /// /// /// /// *g

CONCLUSION

The Court DENIES Defendant's Motion to Compel [82]. The Court grants Plaintiff leave to supplement its answer to Interrogatory No. 4 to identify and describe with reasonable particularity any trade secret that it has not previously identified. Plaintiff's trade secret misappropriation claim will be limited to those trade secrets that Plaintiff has identified and described with reasonable particularity within thirty days of the date of this order.

IT IS SO ORDERED.

DATED: December 4, 2019.

/s/ _____

MARCO A. HERNÁNDEZ

United States District Judge

 casetext

Certified that this is the true copy of the
document marked as Exhibit P8


ADVOCATE

**BEFORE THE HONOURABLE HIGH COURT OF KERALA AT
ERNAKULAM.**

WP© No. of 2020

PETITIONER

Ramesh Chennithala, aged 60 yrs., S/o Late V. Ramakrishnan Nair,
Member Kerala Legislative Assembly, residing at Cantonment
House, Thiruvananthapuram. Pin-695 033.

vs

RESPONDENTS

- 1) State of Kerala rep. by Chief Secretary, Secretariat,
Thiruvananthapuram.-695 001.
- 2) Principal Secretary to Government, Department of Electronics and
Information Technology, Secretariat, Thiruvananthapuram-695
001.
- 3) The Special Secretary to Government, Department of Local Self
Government, Government of Kerala, Secretariat,
Thiruvananthapuram-695 001.
- 4) Union of India represented by Secretary, Ministry of Electronics
and Information Technology, Electronics Niketan, 6-CGO Complex,
Lodhi Road, New Delhi-110 003.
- 5) Sprinklr, rep. by its CEO, 29-W 35th New York, NY 10001, United
States, Regional Office at Divyasree Technopolis, 3rd Floor, East
Wing, Opp. HAL Airport Road, Yemalur, Bengaluru-560
037. Karnataka.
- 6) Sri M. Sivasankar IAS, Principal Secretary to Government, &
Private Secretary to Chief Minister, Secretariat
Thiruvananthapuram-695 001.
- 7) Sri Pinarayi Vijayan, Hon'ble Chief Minister of Kerala, Cliff House,
Nanthangode, Thiruvananthapuram.

**MEMO FILED UNDER SECTION 8 OF THE KERALA HIGH COURT
ACT**

I am the Counsel appearing for the petitioner in the above case.
The above case is relating to the illegal contracts executed between the
6th Respondent and the 5th respondent, a US based IT company, on the
strength of which sensitive data of thousands of those who are in
quarantine as suspect or positive COVID-19 are being uploaded in the web
server of 5th respondent on daily basis without any authority causing
irreparable loss to the data providers. Unless it is restrained great loss will
be caused. Hence the matter is of urgent in nature.

Therefore it is prayed that the above case may be posoteod before the
vacation court for urgent orders'

Dated this 21st day of April 2020

T.ASAF ALI,
Counsel for the Petitioner

**BEFORE THE HONOURABLE HIGH COURT OF KERALA AT
ERNAKULAM.**

WP© No. of 2020

PETITIONER

Ramesh Chennithala, aged 60 yrs., S/o. late V. Ramakrishnan Nair

VS

RESPONDENTS

State of Kerala and Others.

**UNDERTAKING IN TERMS OF THE GUIDELINES/PROCEDURE FOR
VIDEO CONFERENCEING(NOTIFICATION DATED 13th March 2020)**

I, T.ASAF ALI, Counsel for the Petitioner in the above do hereby undertake that I shall produce the hard copies of Writ Petition, Affidavit, Vakalatnama, all Exhibits produced together with Writ Petition after the Court resumes regular functioning. I also undertake to pay requisite court fee and other stamps simultaneous to the production of hardcopies .

Dated this the 21st April 2020



T.ASAF ALI,

Counsels for the Petitioner

BEFORE THE HONOURABLE HIGH COURT OF KERALA AT ERNAKULAM
DATA SHEET – CIVIL CASE
[Including Rps in Civil matters]

CASE TYPE W.P.(C)	FILING NO: (For office use only)		CNR NO: (For office use only)	KLHC01
PETITIONER'S DETAILS				
Name of First Petitioner/Organization			RAMESH CHENNITHALA	
Nationality	Indian	Age 50	Senior Citizen	Y ☐ N ☐
Sex	Male ☐ Female ☐ Others ☐	Mobile Number		
E mail ID				No. of Extra Petitioner(s)

DETAILS OF ADVOCATE/PARTY IN PERSON/REGISTERED CLERK			
Name of Advocate /Party	T. ASAF ALI		
Bar Council Registration Number	Roll No.K-403/1981	Advocate Code	A-1324
Whether represents any Firm? If yes, state Name of Firm		No	
Whether Senior Advocate engaged? If yes, state Name, Bar Council Regn.No. & Advocate Code.		No	
Whether presented by Registered Clerk	Y ☐ N ☐		
If Yes, specify, Name & Regn. Number	AKHIL.K.K., 12/2019		

RESPONDENT'S DETAILS			
Name of First Respondent/Organization		State of Kerala & Others	
Age		Senior Citizen	Y ☐ N ☐
Sex	Male ☐ Female ☐ Others ☐	Number of extra Respondent(s)	

LOWER COURT DETAILS		
Name of Court	Case Number	Date of Order

SUBJECT MATTER	
Subject of Lower Court Proceedings	Act/Rules Involved
	Constitution of India

CAVEAT DETAILS [If any]	
a.	Whether copy served to the Caveator Y ☐ N ☐
b.	Whether No Objection obtained from the Caveator for TODAY moving Y ☐ N ☐

JURISDICTION VALUATION	
Above Rupees 40 lakhs	Below Rupees 40 lakhs

COPY SERVED DETAILS [If any]			
Details of copy served to the other parties [Specify the rank]			

Please Specify whether case filed as [In cases moved with urgent memo]

☐ Today	☐ Day after Tomorrow		Any Other Day [Please Specify the Date]
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Place: 21-4-2020
Date: ERNAKULAM

Signature of Advocate/Party in Person

BEFORE THE HON'BLE HIGH COURT OF KERALA AT ERNAKULAM

W.P.(C) No..No. /2020

PETITIONER:

Ramesh Chennithala

Vs

RESPONDENTS:

State of Kerala and 6 Others and another

I, Ramesh Chennithala, aged 60 yrs. S/o Late V. Ramakrishnan Nair, MLA, residing at Cantonment House, Thiruvananthapuram-695 033., the Petitioner in the above do hereby appoint and retain Sri. T.ASAF ALI (A-1324) (Roll No. K-403/1981) C.RASHEED (R-311 Roll No. K/1167/1995) and V.S.CHANDRASEKHARAN (C 47 Roll No. K/830/1994) and LALIZA.T.Y. (L-143, Roll No. 1427/2002) Advocates to appear for me/us in the above Writ, suit (Appeal or Petition) and to conduct prosecute (or defend) the same and all proceedings that may be taken in respect of my/our application for execution of my decree or order passed therein. I/We empower the said Advocate to appear in all miscellaneous proceedings in the above suit or matter till all decrees or orders are fully satisfied or adjusted and to produce in court any money, document or valuable security on my/our behalf to apply for their return and to receive back same, to apply for and obtain copy of all documents in the record of the proceedings, to draw any moneys that may be payable to me/us in the above suit or matter and I/We do further empower my/our Advocate to accept on my/our behalf service of notice of all or any appeals or petitions filed in any court of appeal, reference or revision with regard to the said suit or matter before the disposal of the same in this Hon'ble Court. I/We do hereby agree that everything lawfully done or made by the said Advocate in the conduct of this suit or matter shall be as valid and binding on me/us as if done by me/us in person

Dated this the 21st April 2020

RAMESH CHENNITHALA

(PETITIONER)

I know the executants who executed the Vakalath in my presence

Vakalath accepted by me

Address for service:

T.ASAF ALI, Advocate,
C-1/407, Marina Majestic, Goshri Bridge Road,
Ernakulam, Kochi - 682 018.

Vakalath Accepted by me.

C.RASHEED, ADVOCATE,
Chamber 207 KHACC, Ernakulam-682 031.

Vakalath accepted by me

V.S.CHANDRASEKHARAN, Advocate, Chandrasekharan Associates, Thirid Floor
Empire Buildings, Ernakulam, KOCHI-682 031.

Vakalath Accepted by me.

LALIZA.T.Y. Advocate, Chamber No. 207 KHACC, 20
Ernakulam, Kochi-682 031.

T. ASAFALI
ADVOCATE
HIGH COURT OF KERALA
C-1/407 MARINA MAJESTIC,
GOSHRI BRIDGE ROAD
KOCHI-682018

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