

**TECHNO-COMMERCIAL
PROPOSAL
FOR
Centralized Campus
Management System – CCMS®
AT**



**Rizvi College of Arts Science and
Commerce**

Submitted By:



Most Trusted ERP Partner for Educational Campuses

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DISCLAIMER

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The contents of this document are provided to **Rizvi College of Arts Science and Commerce, Mumbai** in confidence solely for the purpose of evaluating whether the contract should be awarded to, MasterSoft ERP Solutions Pvt. Ltd.

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MASTERSOFT ERP SOLUTIONS PVT. LTD.

We strongly believe that with **17+ Years** of experience in providing E-Governance ERP solutions to major Educational Institutes across India, our understanding and deep hands-on experience with Education domain positions us favorably to meet the requirement.

Our experience can be seen in various solutions catering to diverse range of institutions such as Engineering, Polytechnic, Pharmacy, MBA, Medical Sciences, Arts, Commerce, Science, Schools... which are considered as the most User Friendly ERP by Academicians.





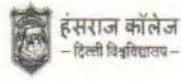




- MasterSoft is a Market Leader & the most preferred solution partner with **1700+** Installations with an Exclusive focus on ERP for Educational Institutions. This in itself is a testimony of our strength, robustness and understanding of processes along with domain
- Our Premium Clients include **40+ Autonomous Campuses - Mizoram University Aizwal, HSNL University, Indus University Ahmedabad, SVVV University Indore, JSS University Mysuru**
- **13+ National Institute of Technology (NITs)** – Srinagar, Jamshedpur, Surat, Raipur, Goa, Mizoram, Manipur, Agartala, Warangal, Calicut, Trichy,... & **several Institutions of repute** - VJTI Mumbai, LNMIIT Jaipur, Rasoni Group, Meghe Group, TACW Villipuram...
- Registered with NSIC (At par with **DGS & D**). **ISO 9001 & 27001** Certified.
- Compliant with requirements of various Govt. Bodies (Board, Govt. Welfare Office & Society) and Accreditation Bodies (NAAC, NBA...)
- OEM (Original Software Developers) and have the IPR (Copyrights©) for all the Products.
- Quick ROI as **Minimum Implementation Time to GO LIVE.**
- Introduction of modern day tools like RFID, Smart Phone Apps, SMS and Email Integration, Payment Gateway Integration etc. adds strength to our Solutions.

























We understand the needs of Indian academicians and the daily challenges they face are very different and demanding than any other part of the world. Thus, all our solutions are designed in order to cater to these requirements and address such challenges.








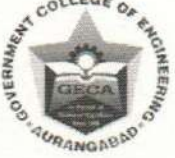







Institutions under following **Ministries of GOI** have trusted us over the years:

- ❖ **MHRD** - Ministry of Human Resource and Development
- ❖ **MOD** - Ministry of Defence
- ❖ **MIB** - Ministry Of Information and Broadcasting
- ❖ **DTE** - Dept. of Higher & Technical Education; Govt. of Maharashtra & Goa
- ❖ **Ministry of Petroleum and Natural Gas**
- ❖ **Ministry of Mines**

Trusted by

				
HSNC University	Ruia College Mumbai Autonomous	Sophia College for Women Autonomous	Nagindas Khandwala College Mumbai Autonomous	Kishinchand Chellaram College Mumbai
				
Bhavans College (Autonomous)	HR college of Commerce Autonomous	GN Khalsa College Autonomous	Hansraj Jivandas College of Education Autonomous	CEBS, Mumbai Autonomous
				
RD National College	LS Raheja College	MMK College	Tolani College	Akbar Peerbouy College
				
MD Shah Mahila College	Maharashtra College Mumbai	Kirti College Mumbai	Gurunanak College Sion	Ambedkar College Wadala

				
S. M. Shetty College Mum:ba:	VJTI Mumbai	IIGJ Mumbai	KonkanGyaanpeeth Karjat, Uran	Shahu College Latur Autonomous
				
Mizoram University	JamiaHamdard University	BIT Mesra Ranchi	NIT Srinagar	NIT Jamshedpur
				
SVNIT Surat	Indus University Ahmedabad	DES Pune	Shri Vaishnav Vidyapeeth Vishwavidyalaya Indore	JSS Science and Technology University Mysuru
				
NIT Manipur	NIT Agartala	Aurora Group	NIT Raipur	NIT Mizoram
				
NIT Goa	GH Rasoni, Pune	NIT Warangal	NIT Calicut	VNIT Nagpur

				
Govt. College of Engineering Goa	The LNMIIT Jaipur	Govt. Polytechnic Pune	BEC Bagalkot	YCCE Nagpur
				
G. H. Rasoni College of Engineering Nagpur	Sangameshwar College Solapur	Govt. College of Engineering Aurangabad (TEQIP)	Govt. College of Engineering Amravati (TEQIP)	Vivekanand College Kolhapur Autonomous
				
TACW Villipuram	Govt. College of Engineering Karad (TEQIP)	DattaMeghe Institute of Medical Sciences	DattaMeghe Institute of Management Studies	Govt. College of Engineering Jalgaon (TEQIP)

ERP VALUE PROPOSITION

Besides being user-friendly, the proposed system shall bring in a lot of value to Institute through this program. Major values delivered through this solution are:

- Future ready solution, leveraging latest technologies **CLOUD** for the benefit of Institute/Society - **Powered by Microsoft**
- Creates an impact on students & parents as a technological advanced Institute - No Queues, Ease of Transaction, Auto SMS & Email Updates...
- Secure online Payments - Students can pay as per the convenience practically 24x7
- Ease of Multiple campus management using a single system
- Complete automation of all operations
- Highest Priority in New Changes as auto update of software with all latest features
- 100% Data Security & No Chances of Manipulation saves lot of resources for Society
- Auto Update on Email to Top Management - Principal, Secretary & others
- Cost Effective Solution as no in-house servers required
- Increase Productivity as 24x7 access to all via secured logins
- Transparency
- Mobile apps
- Accurate reporting through Graphs and Charts - NAAC / RUSA / NIRF / NBA ...
- Easy to use & supports Green Zone
- Support for all devices & All browsers
- Privacy Control
- A hotline to assist you on a day-to-day basis
- Efficiency of business process through Integrated Solution
- Single Integrated Solution - avoiding Data duplication, redundancy and inconsistency
- Ability to scale-up for large user base as well as additional functionalities.
- Ease of Integration with latest technology like - RFID, Payment Gateway, SMS & Email Gateway, Biometrics etc.
- Advanced Security Levels implemented through the solution architecture and Role Based Access to the user community.
- Multilingual Functionalities using UNICODE which helps in preparing reports
- Efficient decision making through analysis of data from across organization.
- Proven Solution architecture for Indian Education System.
- Rugged Solution Implementation approach - cutting across users, functions, development process & methodologies.

WHAT DIFFERENTIATES CCMS®

CCMS® is our Own ERP developed since 2000 and is Fully Developed as per the needs 1700+ Educational Institutions in India. All requirements have been developed & integrated in the ERP.

Continuous process of R&D and introducing of best practices & new features and reports like NAAC, RUSA, Lead Management, OBE...

We understand that requirements of Educational Institutions are unique and highly specialized that needs a complete understanding of the domain of learning & education.

CCMS® may come forward as the best ERP software for your society because it is a unique product which is not only flexible but also robust and can cater to all the needs of Educational Societies which has all varieties of programs running under its multi-campus organization structure.

In light of above, CCMS® is an ERP solution which would allow Society to easily handle all the activities and manage the same from a single interface.

In sum, CCMS® with its rich set of features, diverse reporting, multi campus capability, various portals, mobile app configurability, automation benefits, and efficient after-sales support will prove to be an ideal solution for your esteemed group as a 21st Century institution par excellence.

The success of the project lies in the following factors:

- Success across 1700+ Institutions in
- Fastest Implementation - QUICK ROI
- Training By The Most Experienced People In Education Erp
- Accurate & Speedy Data Migration From Existing Solution
- Smart Phone Apps For Students, Faculty And Parents
- Excellent security, backup & recovery features
- Supports all latest technologies

CCMS® MODULES

**CORE
MODULES**

Online Admission

Fees Collection

Academic

Time Table & Attendance

Examination (Non-Autonomous)

Mobile Applications

**ADD-ON
MODULES**

HRMS

Finance & Accounts / Tally Integration

Hostels

E-Learning (ITLE)

Training & Placement

Library



Web Portal



SMS, Email and
Push
Notifications



Integration with
LMS



Accounts
Package
(Tally, SAGE)



Payment
Gateway



RFID and
Biometric



Excel Based
Import/Export



Mobility
Applications

ERP at Rizvi College of Arts Commerce and Science

As discussed in the meeting with the management, Principal and users, and further based on our understanding towards building the state of art technology infrastructure for your Educational Society, we propose

INCLUSIONS

Following Life Cycles Modules are considered in Scope for the project at **Rizvi College of Arts Science and Commerce, Mumbai**

- **Student Life Cycle**
- **Staff Life Cycle**
- **Mobile Applications**
- **Campus Administration**

FEATURES

Name of the Module	Features
Registration and Admission	<p>Form creation for online application, Students register online for admissions, application processing and generation on merit lists, fees demand creation, Student Inquiry Management to manage student admission leads.</p> <p><u>Reports</u></p> <ul style="list-style-type: none"> • Registered Student List • Merit list – General, Category wise • Admission Register • Current Admission position • Admission Cancellation • DCR, Miscellaneous Fees, Outstanding, Cancellation • Refunds.
Student Administration	<p>Manage student administration and student details (academic, personal, previous exams, subjects offered, documents received etc.)at a centralized location. Generate Roll No, Section registration/Enrollment No. Semester Year end promotion can be done in bulk.</p> <p><u>Reports</u></p> <ul style="list-style-type: none"> • Identity cards, Certificates – TC, NOC, DOB, Bonafide, Attempt etc.

	<ul style="list-style-type: none"> • University/Govt. Accreditation Reports • Data Export to Excel • MIS Reports – fee type, caste, gender, category, medium, region, religion. • Student Lists • Subject/Class wise attendance sheet • Document Submission Report • Feedback from Students/Teachers/Employers/Alumni/Parents • Mobile App for student • Mobile app for teacher
<p>Attendance</p>	<p>Define time table linking, faculty, students, classroom & subject for attendance. Automate attendance marking process with Mobile Apps and send alerts to Parents. Keep a record of covered topics in a lecture.</p> <p>Reports</p> <ul style="list-style-type: none"> • Time Table according to course, teacher & classroom • Attendance Reports : according to Subject, Faculty, Class • Poor Attendance Report & Undertaking Report • Attendance Analysis according to Subject, Faculty and Class. • SMS / Email / App alerts to Parents / Students
<p>Examination</p>	<p>ERP allows defining flexible rules & patterns for examination. Students register for exams online. Roll numbers are allotted and Exam time table is created. After conduction of Exam, faculty then enters marks and result calculation is done by ERP which is followed by result publishing. Copy case, unfair means & disciplinary actions taken can also be stored.</p> <p>Reports</p> <ul style="list-style-type: none"> • Class-wise Exam Subject Registration Report and Count • Exam time-table & Hall-tickets • Class-wise Seating Arrangement • Exam room allocation and Attendance Sheet • Resolution Reports • Grade cards & Tabulation Register • MIS reports- Class topper, Subject Topper, etc. • Result Gazette

	<ul style="list-style-type: none"> • Consolidate Student Report • Junior College results as per Board • Junior College Tabulation register
<p>ADMS (Reports generated as per SSR)</p>	<p>Academic Details of Students and teachers can be migrated from ERP</p> <ul style="list-style-type: none"> • All quantitative matrix are covered with form for each KPI • Screens to Monitor Quantative/ Qualitative index • Basic Information of Institute • Programs & Courses (Subject) offered • Program wise – Category wise student sanctioned strength. • Sanctioned Strength of Teaching & Nonteaching Posts • New Programs & Courses Introduced in current session. • Programs with CBCS/Elective Courses • Result of Final year Students • Affiliated College Details (State University) • Curriculum Design, Development, Implementation & Enrichment <p>Criteria</p> <ul style="list-style-type: none"> • Curricular Aspect • Teaching Learning • Research, Innovation & Extension • Infrastructure and Learning Resources • Student Support and Progression • Governance, Leadership and Management • Institutional Values and Best Practices

OUT OF SCOPE

- Providing required hardware in the form of servers, barcode readers, swipe card reader, printers, Bio-Metrics etc.
- Installation and deployment of any such support hardware/software and networking.
- Providing infrastructural support such as Internet connectivity, wires, networking etc.
- Providing stationeries in forms of papers, pens, cartridges, markers etc.
- Any other thing not mentioned in "In scope" and detailed feature list.

COMMERCIAL OFFER
OPEX MODEL: PER STUDENT BILLING WITH ONE TIME SETUP
Initial Setup Cost:

S.N.	Description	Amount (Rs.) One Time	PSPY(Rs.)
	One Time Setup <ul style="list-style-type: none"> • Society, Institute Creation & Reports, Setup, Configuration & Implementation • Functional Alignment for all Important Modules 		
1.	<ul style="list-style-type: none"> • Data Migration from Standard Excel Format <i>(For Live Current Students Only)</i> • Integration of Payment Gateway - Standard • SMS & Email Integration (50,000 SMS Complimentary) • Best Onsite Training & Service Support during Implementation • Mobile Application – Students and Teachers 		
a.	Admissions <ul style="list-style-type: none"> ○ Online Admission and Fees 	35,000/-+ GST	50/-+ GST
b.	Academic <ul style="list-style-type: none"> ○ Student Administration ○ MIS, ID, TC 	50,000/-+ GST	40/-+ GST
c.	Examination Management <ul style="list-style-type: none"> ○ Junior and Degree 		50/-+ GST
c.	Attendance <ul style="list-style-type: none"> ○ App Based 	35,000/-+ GST	Complimentary(*)
d.	Campus Management <ul style="list-style-type: none"> ○ Accreditation Data Management(NAAC) ○ Not applicable to junior college 	30,000/-+ GST	10/-+ GST
e.	Society Management – Dashboard	Complimentary	
f.	e-Learning (LMS) – Standard Version	Complimentary(*)	

(*)Inclusive of Academic and Exam

SMS Pack (Transaction SMS)

- 50,000 Free SMS Every year
- System Generated SMS are inclusive in the ERP
 - Application User Id Creation
 - Application Confirmation
 - Fees Confirmation
- Additional SMS notification can be sent via the ERP Portal. Additional SMS can be purchased
 - 50,000 SMS at 15,000/- + GST
 - 1,00,000 SMS at 25,000/- + GST

Minimum Contract Period

- 36 Months from the month of On boarding the Users
- Exit Clause Minimum 2 months Payment and Continued Service Support for the Period and smooth handover of data to the Institute.
- 6% Escalation each year after completion of 1st Year on previous year billing.

Payment Milestone

- **100% Initial Setup cost** with Purchase Order and Signing the Agreement and with the start of the modules.
- Annual per student to be paid in two Semi-Annual Installments (In month of September and January of the respective financial Year).
- All Payments to be released inclusive of Applicable Taxes (GST)

CONFIGURATIONS & CHANGES

- Since this is a Cloud System designed with Experience of 2000+ Institutions and considering the set standards for modules like Library, Accounts... No Changes will be done where the Data Structure of the system has to be altered. However, the Institute requirements will be fulfilled with the solution offered.
- All changes like Configuration of Group/ Trust Logo, Reports like ID card, Students Sections like Certificate will be incorporated...
- The detailed training and deployment activities will be at Institute Central Location.
- One Time Payment integration will be with Bill Desk Payment Gateway.

- It is recommended that the payment gateway should provide S2S integration with ERP for non delays in payment status.
- All required configurations and customizations will be completed in 02-03 Months after the start of the module.
- Institute can take regular backup of data in desired format on their local servers
- Institute Data Privacy will be respected by MasterSoft and Solution IPR will be respected by the Institute to be defined in SLA.
- Customizations in Cloud will be on-going and as per priorities set mutually. Payments cannot be delayed for the same neither can be on pro-rata basis.
- User Interest and support will be responsibility of the Institute Management.
- **Data Entry** : Purchaser will be responsible for the Data Entry Work. The data from current session only can be entered. Data migration from existing system of Purchaser to Supplier ERP can be done if the data is in suppliers format.
- E-Learning Video Lectures and all the attachment submitted by students will be saved on local static server of the Institute. The Cloud ERP will refer these videos whenever there will be lectures

PRICING ASSUMPTIONS

- Any Hardware required for onsite support is not included in the proposed costs.
- Modules other than those mentioned in the Scope are not considered and will be quoted extra if required in future.
- IT infrastructure support for Onsite Team such as office space, workstations, servers, communication links, email, printing, faxing and scanning facilities etc. will be responsibility of Institute.
- Users will be given user training for their respective modules and to make them understand the processes. As per requirement we will also support through online and offline and online tools from Mumbai Office for extending our best support. 4 week onsite manpower as per the requirements of module installation support and training.
- Institute will ensure that the key personnel are available during initial Demonstrations and Training Sessions at Unit Level to be organized Centrally and at Institute Level
- **Non-Hiring:** Institute will not hire directly/indirectly any employee of Master's Software during the period of engagement and until 5 years from the end date of engagement with MasterSoft
- **Termination for Material Breach** - Either Party may terminate this Agreement immediately by a Written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy,

insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings

- **Other Expenses:** All Third party expenses (if any) shall always be extra.

Yours Sincerely

PNathani

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Mastersoft ERP Solutions Pvt. Ltd., Nagpur.

CLOUD UNDERSTANDING, DUTIES & RESPONSIBILITIES

- **In Campus IT Infrastructure** : IT infrastructure support for all the Users of Institute & MasterSoft Onsite support Team - such as office space, workstations, servers, communication links, email, printing, faxing and scanning facilities etc. will be responsibility of Institute.
- **Healthy & High speed internet on Campus** :High speed internet is must in Campus especially when students are accessing the Cloud MIS from Campus. Adequate Internet speed needs to be provided by Institution based on number of Users who may access Cloud MIS simultaneously from Campus. For un-interrupted internet connectivity, It is preferred that Campus have internet connections from multiple agencies with proper fire-wall so that users do not have access to un-necessary entertainment site where heavy internet may be used un-necessarily. Institute needs to make such arrangement. Institution may require extra internet at the time admissions, examination when student will access Cloud regularly.
- **ERP Speed at User Computer** :The Cloud Server uses high end modern CPU & High speed RAM. Very High Speed Semiconductor Hard Disks are used by Cloud & there is almost zero delay at Cloud. The Speed of ERP at User Computer solely depends on configuration of User Computer / mobile, internet speed at that moment in his computer & Health of computer. Many times, User needs to optimize his own computer be making it virus free, removing cookies, deleting temporary file, deleting un-necessary software resident in RAM. Institute System Administrator needs to take care of such issues of main User Computers who will be using Clouds continuously.
- **Configuring ERP** : The ERP is very flexible. User needs to prepare, check & provide complete information related to selected modules. MasterSoft will assist User in configuring ERP.
- **ERP Philosophy** : A ERP is built with several years of implementation experience at several prestigious clients which includes many NITs, Deemed Universities, Central Universities & Autonomous colleges. ERP is built with almost single database for all the Campuses with standardization of Process. ERP provides all major configurations so that ERP can be configured to match most of the your requirements. For stability of ERP structural changes are not possible.
- **ERP Implementation**: ERP is role based and very easy to use. MasterSoft will provide adequate training to Users. However it's a major application success requires lot of User Understanding & co-operation & management pursuance at initial stages. You may be replacing your existing MIS with this new ERP. So Basic structure of our ERP is different and User will need some time to adjust to new ERP flow & methodology.
- **ERP upgrade / Maintenance & downtime**: As of now, MasterSoft has hosted solution on Assure Cloud Servers. In implementation period of six to eight months, ERP will be upgraded on cloud almost on daily basis during off hours of Institute - normally in late evening. Once ERP is fully functional & in active usage, all the major ERP upgrades are uploaded in Cloud by MasterSoft on Institute weekly off days on fixed time in SLA. Any

urgent upgrade is taken by us will be with mutual consent. So ERP will be off for Users for few minutes / hours during such time. However there can be system software failure or there can be maintenance schedule (Scheduled / as well as breakdown) by Cloud company for Cloud Hardware, network, System software or Malicious attacks. This will lead to non-availability of ERP to Users for few minutes/hours. All efforts will be taken to avoid any scheduled maintenance during Institution working hours.

- **Backup & Disaster Recovery:** Multiple backup & recovery arrangements are in place for ERP- both by Cloud provider as well as by MasterSoft. Please study our backup & recovery process document on our official web site for further details. Mainly it includes * Semiconductor Hard drives with almost zero failure rates * RAID control which keeps data on two or more HDD * Scheduled backup on extra drive in Cloud by MasterSoft * Daily backup on MasterSoft alternative Server * Provision to Institutions to download Complete data in Excel Format on daily basis * Backups by Cloud company. Considering these mechanisms, there is rarest of rare chance of any major data loss from Cloud. However if this happens because of any reasons such malicious attack by Hackers / Virus / sabotage, Fire / Flood at Cloud premises, Earthquake/ damage due to Riots / strikes etc.; MasterSoft will recover the System & data from its backup devices & re-start the cloud ASAP. However Client will patiently accept the situation till MasterSoft recovers the data & system under such circumstances. There may be loss of few to at the most one day transactions which are to be re-entered by Users....Maximum penalty in such cases will be USD 100 for such major instant where cloud is off due to breakdown for more than 24 hours..
- **Data Security:** Since its Inception in 1995, MasterSoft never sales / shares / usages any data of client (whether confidential or not) with anyone under any circumstances. Best practices are adopted by MasterSoft to secure the data from Hacking / Virus/ Malicious attacks. However in the event of such rarest of rare attack where security is breached & data is lost, Master Software will not be responsible and will not be liable to any sort of penalty under any circumstances. Institution staff & faculty / Students / parents must take utmost care and not to share the password with any one. MasterSoft may only use sample non confidential data of Institute for demo purpose... same as we have shown to you before finalising this order.

Memorandum Of Understanding

THIS MOU has been entered on this 08 day of April, 2022.

BETWEEN

"M/S. Rizvi College of Arts ,Science & Commerce" having Its college premises situated at Rizvi Educational Complex , Off carter road,Bandra West represented by its ----- Principal Dr. (Mrs.) Anjum Ara M.K.Ahmad hereinafter referred to as "COLLEGE"* (which terra shall wherever the context so requires, mean and include its successors and assigns) of the "**FIRST PARTY**";

AND

"M/S. ICA Institute – Bandra Franchisee," a franchisee centre of ICA edu skills Private limited, having its Office situated at A-7, 3rd floor,Bandra Liberty Hsg. Society, Next to Vodafone Gallery,Bandra West- Mumbai-400050, represented by its **Business Partner, Mr. Mohanlal Vasandani**, hereinafter referred to as "**ICA**" (which term shall, wherever the context so requires, mean and include its successors and assigns) of the "**SECOND PARTY**"

WHEREAS, FIRST PARTY is a college and it is in a field of providing undergraduate and postgraduate degrees in Commerce and Management.

WHEREAS, SECOND PARTY is franchisee Centre of brand "ICA" and is in the business of providing training or education in accountancy and information technology, through the use of computer based systems.

AND WHEREAS the College has shown interest to have the college tie-up with Second Party to enable the college to impart training for short term course of Tally Lite+GST for its students at and from the college premises, detailed course content and duration is annexed herewith in appendix 1.

AND WHEREAS ICA has agreed to impart Training of the courses in full or modular at the college premises itself without however making ICA liable in any manner whatsoever.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND PROMISES MADE HEREINAFTER THE PARTIES HERETO AGREE AS FOLLOWS –

2. RESPONSIBILITY:

FIRST PARTY:

- 2.1. The College shall provide the basic infrastructure like classrooms and computers to conduct the course.
- 2.2. The College shall look after the maintenance of classrooms and computers.
- 2.3. The College shall be expected to render full support and co-operation during the functioning of the entire courses at the College premises.
- 2.4. **Consideration-** The College will pay 1785/- per student for this course to second party.
- 2.4.1 - **Billing and Payment-** ICA franchisee Centre need to raise bill on college for the full amount of fees and submit the bill on the 2nd day of the batch starting date and college will pay 50% of the bill amount to ICA franchise within 5 days of the submission of the bill , balance 50% will be paid to ICA Centre on the 7th day of the completion of the batch.
- 2.5. The College and Second PARTY will jointly maintain the attendance of students.

SECOND PARTY:

2.6. The Batches will conduct by the second PARTY.

2.7. The SECOND PARTY will issue participation certificate in physical form to students it will be dual certificate from ICA and college. And study material will be provided in soft copy to students.

3. ACADEMIC EXECUTION:

1. The course 'Tally Lite with GST' would be imparted.
2. The course will be completed as per the schedule mentioned in appendix 2.
3. The First Batch will be start from 11th April,2022 on registration of minimum of 30 students per batch. The preferable timings could be within college working hours.
4. The College would carry on the internal marketing of the courses to their students, encouraging them to enroll for these courses. In case of any change, modifications or alterations to the above terms the same shall be subject to written approval from ICA.

4. MANPOWER:

4.1. The Managerial and Non-Teaching staff required for the Centre shall be provided by the College.

5. SECURITY:

The College will have to bear the sole responsibility of the security of the computer and other things of the centre.

6. VALIDITY:

6.1. This Course (Tally Lite Plus GST) MOU shall come into force from the date of Commencement to Date of Ending the course.

6.2. Negotiations as to any extension of this MOU of another 30 Hours to the terms of any such extension shall be taken up one (1) month prior to the expiry of this MOU subject to the approval of the Governing Body of the College and ICA. The MOU shall stand NULL & VOID thereupon.

6.3 **Non-compete clause-** The course and the content is copyright and property of the institute "ICA" and it's use for the class or in and other source is strictly prohibited and failing to which agreement can be terminated. And also college cannot recruit and engage the faculty of the ICA Centre during the period of contract and also there will be cooling period of further one year.

7. TERMINATION:

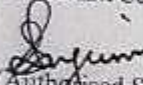
- 7.1. Except or otherwise provided, this MOU can be terminated by a 7 days prior written notice by either party before starting the batch. Once batch started, contract cannot be terminated.
- 7.1.1. Upon the breach of one or more of its obligations hereunder, provided that this MOU shall not be terminated if the defaulting Party has cured the default within thirty (30) day after the notice has been given.
- 7.1.2. Upon either Party transferring the whole or any important PARTY of its business or.
- 7.1.3. Upon either Party merging with or becoming controlled directly or indirectly by another company or entity not agreeable with the other.

9. JURISDICTION:

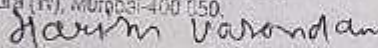
All Legal Matters will be heard and settled in the City of Mumbai Jurisdiction only.

IN WITNESS WHEREOF the Parties hereto have hereunto caused their respective Comm Seal to be hereunto affixed the day, month and the year first above written.

FOR Rizvi College of Arts, Science & Commerce


(Authorised Signatory)
PRINCIPAL

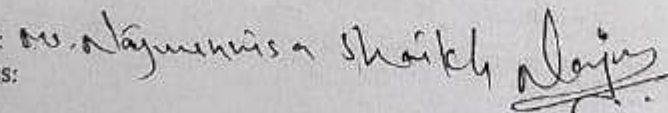
Rizvi Education Society's
RIZVI COLLEGE
M/S ICA Bandra Franchisee.
Bandra (W), Mumbai-400 050.

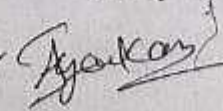


Mr. Harish Kumar Vasandani
(Authorised Signatory of ICA Bandra)



Witness:

1. Name: 
Address:

2. Name: Asha Aggaonkar 
3.

Appendix 1:- Course Content and Schedule



MEMORANDUM OF UNDERSTANDING

(MoU)

BETWEEN

ExcelR Solutions



&

**RIZVI COLLEGE
OF ARTS, SCIENCE & COMMERCE**



FOR

**Student Development Programs, Faculty
Development Programs and Student Internships
on Different Emerging Software Technologies**

ExcelR Solution

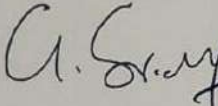

49, 1st Cross, 27th Main, behind Tata Motors, 1st Stage, BTM Layout, Bengaluru, Karnataka 560068.

Email: enquiry@excelr.com | 1800-212-2120 (Toll Free)

www.excelr.com

AGREED:

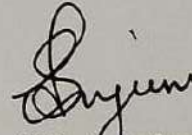
For: ExcelR Solutions.

Mr. Srinivas Gurrala
Director, ExcelR Solutions
Authorised Signatory

**For: RIZVI COLLEGE
OF ARTS,
SCIENCE & COMMERCE**




Dr. (Mrs.) Anjum Ara Ahmad
Incharge Principal
Authorised Signatory
I/c. PRINCIPAL
Rizvi Education Society's
RIZVI COLLEGE
OF ARTS, SCI. & COM.
Bandra (W), Mumbai-400 050.

GST:27AAEFE5003F1ZX

TIN: HYDE02965E

Contact Person: Patel Iftekar
Designation: Lead Data Science Trainer
Mob Number: 8976864335
Email ID: iftekar@excelr.com
Website: www.excelr.com

ExcelR Solution

49, 1st Cross, 27th Main, behind Tata Motors, 1st Stage, BTM Layout, Bengaluru, Karnataka 560068.

Email: enquiry@excelr.com | 1800-212-2120 (Toll Free)

www.excelr.com

DELNET MOU (IM 11:2021)

This Agreement is made on the 5 day of FEB 2022
between DELNET-Developing Library Network, JNU Campus, Nelson Mandela Road, Vasant Kunj,
New Delhi-110070 (hereinafter referred to as DELNET) and RIZVI COLLEGE OF ARTS, SCIENCE &
COMMERCE, OFF CARTER ROAD, BANDRA (WEST), MUMBAI-400050.

(with full address)

(Hereinafter referred to as the 'Institutional Member')

Whereas DELNET has agreed to grant non-exclusive license to the Institutional Member to use DELNET's Archives and Services, Union Catalogues and other databases online, provide technical guidance in database creation and networking and deliver to the Institutional Member from time to time any computer programmes and to grant a non-exclusive license to use such programmes and their associated documents on the terms and conditions hereinafter contained:

Whereas the Institutional Member has its library located at BANDRA (WEST)
MUMBAI, MAHARASHTRA and has agreed to become a member of DELNET to use DELNET archives and services at this location only and promote and share its library resources with other institutional members of DELNET:

Now it is hereby agreed as follows:

The Institutional Member shall:

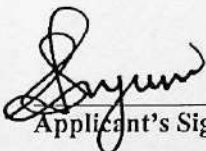
1. Use the DELNET databases for furthering its own research programmes and providing information to its users and Institutional Members of DELNET.
2. Use the software arranged by or through DELNET, if desired by the Institutional Member, on the machine owned by the Institutional Member at the above location.
3. Create records using international standards as adopted by DELNET from time to time (DELNET is recommending the creation of records using MARC, AACR II, the Library of Congress Subject Headings List and specialised thesauri, but libraries that have used other standards can still join DELNET and upgrade their records in due course of time).
4. Contribute the records of all items created by the Institutional Member to the Central Union Catalogues, Union Lists, etc. maintained by DELNET. The copyright of records created by the Institutional Member in its own machine will rest in the Institutional Member, but the copyright of the Central Union Catalogues shall rest in DELNET.
5. Pay an initial registration fee of Rs.5,000 + 18% GST to DELNET towards its Corpus Fund.
6. Pay Annual Membership Fee to DELNET for the use of its online resources and services at rates set by DELNET annually in advance on or before 1st April or the date of expiry of membership. (If membership dues for the applicable membership year are not received on or before the date of expiry of the current membership, a grace period of one month will be given, after which services will be temporarily suspended. The services will be started immediately after the receipt of annual payment within the following year. If the annual membership fee is not paid within one year of the date of expiry, the membership will stand cancelled. If the institution wants to use DELNET services again, the institutions will have to apply afresh and pay admission fee and annual membership fee payable by an Institutional Member at present is Rs.11,500 + 18% GST).
7. Pay all fees charges within thirty days from the date of DELNET invoice. The Institutional Member shall pay interest on all amounts not paid on the due date at the rate of 10% from the date of invoice to the date of payment.

The Institutional Member shall not:

1. Use the DELNET Union Catalogues, Union Lists and other databases for any commercial purpose. The Institutional Member shall not rent, sell or license the use of or deliver or release or otherwise part with the possession of the systems/materials/software or the DELNET Union Catalogues, Union Lists and databases or any part thereof to any third person.
2. Allow the use of the software/materials/database by any other person other than its own bonafide members of its library or information centre at the above location.

It is further agreed that:

1. DELNET will not accept records in the Central Union Catalogues that do not have the essential fields as prescribed by DELNET or those that contain typographical and factual mistakes. The Institutional Member has agreed to create records of DELNET standard.
2. The Institutional Member will have qualified manpower, a suitable computer and Internet access in their Library for the use of DELNET databases and services.
3. All charges towards telecommunication, stationary, etc. arising out of the use of DELNET databases and services by the Institutional Members will be borne by the Institutional Member.
4. The Institutional Member shall not be entitled to assign, sub-license or otherwise transfer the license whether in whole or in part to any other user.
5. If the institutional Member located outside Delhi wants to invite DELNET staff to its institution for consultation or imparting training, the Institutional Member shall pay TA/DA to the DELNET staff as per DELNET norms.
6. If the Institutional Member does not create standard records, cooperate with other Institutional Members of DELNET in exchanging information, DELNET shall terminate the contract with a month's notice to the Institutional Member.
7. This contract may also be terminated by immediate notice in writing if DELNET or the Institutional Member has been responsible for a breach of its obligations and terms of this agreement. In such a case, the Institutional Member shall stop the use of the DELNET system facilities and databases with immediate effect and return any software/hardware provided by or through DELNET back to DELNET. All disputes between the parties shall be settled by negotiation.



Applicant's Signature

DR. (MRS.) ANJUM ARA AHMAD

Name

PRINCIPAL INCHARGE

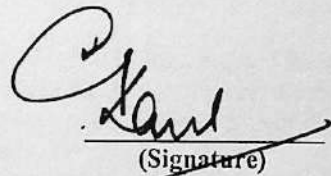
(Designation)

RIZVI COLLEGE OF ARTS, SCIENCE & COMMERCE

(Name of the Institution)



Place



(Signature)

Dr. Sangeeta Kaul

Director

Dr. Sangeeta Kaul

Director

DELNET - Developing Library Network
JNU Campus, Nelson Mandela Road,
Vasant Kunj, New Delhi-110 070

(Official Seal)

New Delhi

Service Provider



DigitalEdu

DigitalEdu IT Solutions Pvt. Ltd.
3rd Floor, Shree Nathji Heights, Plot No. - 72,
C.D.C. Purnanagar, Chinchwad, Pune - 411019,
Maharashtra, INDIA

Customer



Rizvi College Of Arts, Science and Commerce -
Hospitality Studies
New Rizvi Educational Complex, Off Carter Road,
Bandra (W), Mumbai, Maharashtra 400050

On behalf of DigitalEdu IT Solutions Pvt. Ltd., Pune

I hereby accept the terms and conditions specified in this contract.

Sign -

Date:

Name & Designation: -

On behalf of Rizvi College Of Arts, Science and Commerce - Hospitality Studies

I hereby accept the terms and conditions specified in this contract.

Sign:

Date:

Name & Designation: -

Principal
Rizvi College of Arts Science & Commerce
Hospitality Studies
Bandra (West), Mumbai - 400 050

Herein after, in this agreement 'DigitalEdu IT Solutions Pvt. Ltd.' will be referred as "DigitalEdu" / "Service Provider" and 'Rizvi College Of Arts, Science and Commerce - Hospitality Studies' will be referred as "Customer".

By signing on this contract both parties (DigitalEdu & Customer) agree to undertake the scope of work specified in this document. DigitalEdu and Customer agree that the following terms and conditions will apply to the services provided under this Agreement and orders placed thereunder.

Any modification needed against this document, shall be made as per mutual consent and shall be documented in written by both the parties by duly attesting the same.

1. DEFINITIONS

"Administrator User" means each Customer employee designated by Customer to serve as technical administrator of the Services on Customer's behalf. Each Administrator User must complete training and qualification requirements reasonably required by DigitalEdu.



“**Customer Content**” means all data and materials provided by Customer to DigitalEdu for use in connection with the Services, including, without limitation, customer applications, data files, and graphics.

“**Documentation**” means the user guides, online help, release notes, training materials and other documentation provided or made available by DigitalEdu to Customer regarding the use or operation of the Services.

“**Host**” means the computer equipment on which the Software is installed, which is owned and operated by DigitalEdu or its subcontractors.

“**Maintenance Services**” means the support or plus maintenance services provided by DigitalEdu to Customer pursuant to this SaaS “Software as a Service” Agreement and Exhibit A.

“**Other Services**” means all technical and non-technical services performed or delivered by DigitalEdu under this SaaS Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the Services and the Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a Quotation/Proposal/LOI/PO and mutually agreed to by the parties. All Other Services will be provided on a non-work for hire basis.

“**Exhibit**” is a written document attached to this SaaS Agreement under Exhibit or executed separately by DigitalEdu and Customer for the purpose of purchasing Services under the terms and conditions of this SaaS Agreement.

“**Software**” means the program to which Customer is provided access for usage as part of the Service.

“**Services**” refer to the specific DigitalEdu’s internet-accessible service identified in the Exhibit that provides use of DigitalEdu’s Software that is hosted by DigitalEdu or its services provider and made available to Customer over a network on a term-use basis.

“**Subscription Term**” shall mean that period specified in a Exhibit C during which Customer will have on-line access for usage of the Software through DigitalEdu’s Services. The Subscription Term shall renew for successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 30 days prior to the expiration of the then-current Subscription Term.

2. DigitalEdu’s Scope of work

2.1 Setup of Server for customer to provide and support for computing services

- a) Setup of Hardware server at the Network DigitalEdu Server Farm, with appropriate hardware devices installed like High Speed Ethernet, satisfactory amount of RAM memory, appropriate size of Hard Disk, configurable static IP Addresses etc. This hardware server will be used as dedicated server maintained by DigitalEDU for serving computing needs of the institute
- b) Installation of Operating System and ensuring robustness
- c) For long-term stability and robustness, an updated version of Linux based operating system will be installed and set up. DigitalEDU will completely manage and configure various services on the installed Linux platform. For strong security, the Linux system will be Firewall-ed against all inappropriate ports for various networking protocols like TCP-IP, UDP etc. The Linux based operating system will be updated from time-to-time to safeguard against any exploitable vulnerability exposed on the Internet



- d) The Linux based operating system will be setup to function with the static Internet Protocol Addresses provided by the DigitalEdu. Furthermore services like remote logins on Secure Shell would be configured, to be access on these IP addresses, for System Level Server maintenance and management
- e) Installation computing services platform - SIMS - Student Information Management System

2.2 Installation of various Services on the Server

- a) Web Server - A HTTP enabled web server will be installed, configured and maintained by DigitalEDU for the institute. This server would be capable of providing various web related online services, like service static and dynamic web pages, images etc. The HTTP server will be configured to listen on the standard port 80, over the Internet accessible IP address, unless for certain reason, there is need for the service to be configured on some other port/s. The web server will be Linux based and configured such that it will be highly scalable, multiple instances of the web server process will be simultaneously executed for serving the Computing Services load.
- b) Web server maybe also extended to provide Secure Socket Layer (SSL) based web services, on default port 443, if requested by the client or if there is any need of such capabilities in the Computing Services platform.
- c) Database Services - Linux based high load capable and scalable, Database Services will be installed configured and maintained by DigitalEDU to enable multiple applications for the Computing Services platform. The database server will be protected by strong firewall against open Internet access. Multiple databases as required by various applications will be installed and maintained. Multiple instances of the database service will be configured to execute simultaneously to ensure spontaneous, instantaneous response abilities even during high volume database activity loads. Also various plug-in for database access by applications will also be installed and maintained.

2.3 Support and System Maintenance

DigitalEdu will be fully responsible for system maintenance, data backup and other support required for well-functioning of the server.

2.4 Setup & Configuration

DigitalEdu will fully assist the customer in initial configuration and setup of SIMS. This task may need the campus visits of DigitalEdu representatives. DigitalEdu as well as customer shall try to keep the need of campus visits to lowest possible number by mutual understanding, as it consumes resources and time of either side.

2.5 Domain Registration and DNS Settings

SIMS will be made available to customer under domain name <http://customerdomain.digitaledu.in>
(Customer shall provide necessary support & Domain name).

2.6 Release for full usage

DigitalEdu is responsible for making the system ready for full usage, provided customer shall furnish the required information and data in digital format. If any further information or data is needed the DigitalEdu shall bring in the requirement to customers notice in writing within 5 business days of identifying the needs.

2.7 Maintenance and Upgrades

DigitalEdu will be fully responsible for software maintenance, testing, bug fixes, security, and upgrades needed on the server. All upgrades, patches and bug fixes shall be applied free of cost to the customer's installation on the server.



2.8 Training

DigitalEdu will conduct the required training for Office Staff, Teachers and Management Heads at customer's premises. The DigitalEdu shall be full responsible for producing the required training data. Customer shall be binding to satisfy requirements mentioned for them in this document. If any further requirement arises, the DigitalEdu shall bring it to the customer's notice well in time. If time and situation permits these requirements shall be furnished in writing by the DigitalEdu.

2.9 Reported Service Issues

DigitalEdu will be responsible for uptime and proper functioning of the system that comprises of software as well as hardware that runs on the server. Any services issues reported to the DigitalEdu in writing shall be fixed within 2 business-days or as mutual agreement between the two parties depending on the nature of work involved.

2.10 Data Ownership and Security

Customer is owner of all data and DigitalEdu is fully responsible for data management and security. DigitalEdu shall not share direct data with any other entity / organization or customer's competitor under any circumstances without written permission from the customer.

2.11 Network

We guaranty that our data center network will be available 99 % of the time in any given monthly period, excluding scheduled maintenance.

2.12 Data Center Infrastructure

We guaranty that data center HVAC and power will be functioning 99 % of the time in any given period, excluding scheduled maintenance.

2.13 Cloud Server Hosts

We guaranty the functioning of all cloud server hosts including compute, storage, and hypervisor 99 % of time. If a cloud server host fails, we guaranty that restoration or repair will be complete within two hours of problem identification.

2.14 Compliance with Laws

DigitalEdu will comply with all applicable local, state, national and foreign laws in connection with its use of the Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that DigitalEdu exercises no control over the content of the information transmitted by Customer or the Users through the Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

3. CONFIDENTIALITY

3.1 Definition. "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this SaaS



Agreement, Customer Content is deemed Confidential Information of Customer. DigitalEdu software and Documentation are deemed Confidential Information of DigitalEdu.

- 3.2 **Confidentiality.** During the term of this SaaS Agreement and for 3 years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.
- 3.3 **Exceptions.** Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties, but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

4. CUSTOMER RESPONSIBILITIES

- 4.1 **Assistance.** Customer shall provide commercially reasonable information and assistance to DigitalEdu to enable DigitalEdu to deliver the . Upon request from DigitalEdu, Customer shall promptly deliver required information to DigitalEdu in an electronic file format specified and accessible by DigitalEdu. Customer acknowledges that DigitalEdu's ability to deliver the Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.
- 4.2 **Compliance with Laws -** Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that DigitalEdu exercises no control over the content of the information transmitted by Customer or the Users through the Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.
- 4.3 **Unauthorized Use; False Information -** Customer shall: (a) notify DigitalEdu immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to DigitalEdu immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by Customer or any User, and (c) not provide false identity information to gain access to or use the Services.



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- 4.2 **Compliance with Laws -** Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that DigitalEdu exercises no control over the content of the information transmitted by Customer or the Users through the Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.
- 4.3 **Unauthorized Use; False Information -** Customer shall: (a) notify DigitalEdu immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to DigitalEdu immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by Customer or any User, and (c) not provide false identity information to gain access to or use the Services.



- 4.4 Administrator Access - Customer shall be solely responsible for the acts and omissions of its Administrators or Users. DigitalEdu shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrators or Users.
- 4.5 Customer Input - Customer is solely responsible for collecting, inputting and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer shall: (i) notify DigitalEdu immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to DigitalEdu immediately and use reasonable efforts to stop any unauthorized use of the Service that is known or suspected by Customer or any User, and (iii) not provide false identity information to gain access to or use the Service.
- 4.6 License from Customer - Subject to the terms and conditions of this Agreement, Customer shall grant to DigitalEdu a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content/information/data solely as necessary to provide the Services to Customer.
- 4.7 Ownership and Restrictions - Customer retains ownership and intellectual property rights in and to its Customer Content/student Information/data. DigitalEdu or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement. Third party technology that may be appropriate or necessary for use with some DigitalEdu programs is specified in the program Documentation or ordering document as applicable. Customer's right to use such third party technology is governed by the terms of the third party technology license agreement specified by DigitalEdu and not under the Agreement.
- 4.8 Suggestions - DigitalEdu shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services.
- 4.9 System Coordinator: Customer shall appoint a computer literate staff member with responsibility of acting as system admin for conducting various tasks needed by other users of SIMS. The Service Provider will provide required training to act as System Admin. Service Provider will provide support to System Coordinator as needed. This person will lead all communication that happens with DigitalEdu and shall be single point contact from both the sides for setup and technical concerns.
- 4.10 Service Provider - Customer Liaison: Customer shall appoint one Internal System Coordinator responsible for helping the DigitalEdu to supply required data from the different sources within the customer's establishment. System Coordinator shall be at a designation with enough authority to ask members to submit required data or information as the earliest convenience.
- 4.11 Setup & Configuration: For customer's convenience the service provider will support to feed-in the initial data. This initial data shall be furnished, by the customer in microsoft excel or csv, suitable for both the parties. For further fine-tuning the setup, it might be needed to invite the Service Provider representatives to the campus. Both parties shall put in to keep this activity to the lowest possible number, as it consumes resources on both sides.
- 4.12 Initial Data feeding (Jump Start Assistance): Customer shall provide all the required data and information to DigitalEdu specified templates only.
- 4.13 Upon written communication from Customer, DigitalEdu will assist in feeding up initial data into the system. Correct, verified and confirmed data and information in specified templates shall be made available to DigitalEdu.
- 4.14 Information Input: User Hierarchy Privileges and Permissions: List of people from Institute office, who will be handling this system with clear mention of permission, who shall have permission for which utility/module shall be defined by the Customer.



- 4.15 Customer shall take the complete ownership & provide required resources (including human resources) for implementation of the software modules availed. Requests for the training and onsite support will be executed as per the constituent part of this contract.
- 4.16 Man Power resources to be deployed by Institute
- For Admission Management System: Admission committee members to verify the information submitted by students and documents, if necessary, for institute. To guide students regarding admission process & queries, DigitalEdu will provide training to system-admin & Attendance Committee
 - Institute shall appoint staff members
 - Attendance Management System: Academic Coordinator/Teaching Faculty shall define work load in the system as per University subject code
 - Designated staff member will get login-access, to execute task assigned to each individual. In case of queries fellow staff-members shall approach System Coordinator first for any resolution.
- 4.17 Computer & Software requirements at Institute
- Minimum 1 GHz processor, Minimum 2GB RAM and Minimum 100 GB hard drive with Free Space
 - Windows/Linux Operating system (3G Internet Connectivity)
- 4.18 Hardware requirements - Biometric / RFID
- Subject wise - Period wise attendance: One device is needed for each group of 4-5 classrooms running parallel (sharing mode)
 - Biometric In/Out attendance - One device per 500-1000 students (Class wise grouping is recommended)

5. ORDERS AND PAYMENT

- 5.1 Orders - Customer shall order services pursuant to a Letter of intent/purchase-order/work-order released by customer and agreed by DigitalEdu. All services acquired by Customer shall be governed exclusively by this Agreement. In the event of a conflict between the terms of a Schedule and this Agreement, the terms of the Schedule shall take precedence.
- 5.2 Invoicing and Payment - Unless otherwise provided in the Schedule, DigitalEdu shall invoice Customer for all fees on the Schedule effective date. Customer shall pay all undisputed invoices within 30 days after Customer receives the invoice. Except as expressly provided otherwise, fees are non-refundable. All fees are stated in INR, and must be paid by Customer to DigitalEdu in INR.
- 5.3 Expenses - Customer will reimburse DigitalEdu for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. DigitalEdu shall notify Customer prior to incurring any such expense. DigitalEdu shall comply with Customer's travel and expense policy if made available to DigitalEdu prior to the required travel.
- 5.4 Taxes - DigitalEdu shall bill Customer for applicable taxes as a separate line item on each invoice. Customer shall be responsible for payment of applicable taxes (example - GST), or similar charges relating to Customer's purchase and use of the services.

6. RESTRICTIONS

Customer shall not, and shall not permit anyone to: (i) copy or republish the Services or Software, (ii) make the Services available to any person other than authorized Users, (iii) use or access the Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the Services or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the Services or in the Documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the Services or use the Documentation



in order to build a similar product or competitive product. Subject to the limited licenses granted herein, DigitalEdu shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to DigitalEdu.

7. TERM AND TERMINATION

- 7.1 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either party as outlined in this on.
- 7.2 Termination. Either party may terminate this Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.
- 7.3 Suspension for Non-Payment. DigitalEdu reserves the right to suspend delivery of the Services if Customer fails to timely pay any undisputed amounts due to DigitalEdu under this SaaS Agreement, but only after DigitalEdu notifies Customer of such failure and such failure continues for fifteen (15) days. Suspension of the Services shall not release Customer of its payment obligations under this SaaS Agreement. Customer agrees that DigitalEdu shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the Services resulting from Customer's non-payment.
- 7.4 Suspension for Ongoing Harm - DigitalEdu reserves the right to suspend delivery of the Services if DigitalEdu reasonably concludes that Customer or an User's use of the Services is causing immediate and ongoing harm to DigitalEdu or others. In the extraordinary case that DigitalEdu must suspend delivery of the Services, DigitalEdu shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. DigitalEdu shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the Services in accordance with this Section 6.4. Nothing in this Section 6.4 will limit DigitalEdu's rights under Section 6.5 below.
- 7.5 Effect of Termination
- Upon termination of this Agreement or expiration of the Subscription Term, DigitalEdu shall immediately cease providing the Services and all usage rights granted under this Agreement shall terminate.
 - If DigitalEdu terminates this Agreement due to a breach by Customer, then the Customer shall immediately pay to DigitalEdu all amounts then due under this Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Customer terminates this SaaS Agreement due to a breach by DigitalEdu, then DigitalEdu shall immediately repay to Customer all pre-paid amounts for any unperformed Services scheduled to be delivered after the termination date.
 - Upon termination of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

8. WARRANTIES

- 8.1 Warranty. DigitalEdu represents and warrants that it will provide the Services in a professional manner consistent with general industry standards and that the Services will perform substantially in accordance with the Documentation. For any breach of a warranty, Customer's exclusive remedy shall be as provided in Section 6, Term and Termination.
- 8.2 DIGITALEDU warrants that the services will perform in all material respects in accordance with the documentation. DigitalEdu does not guarantee that the services will be performed error-free or



uninterrupted, or that DigitalEdu will correct all services errors. Customer acknowledges that DigitalEdu does not control the transfer of data over communications facilities, including the internet, and that the SaaS service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. This section sets forth the sole and exclusive warranty given by DigitalEdu (express or implied) with respect to the subject matter of this agreement. neither DigitalEdu nor any of its licensors or other suppliers warrant or guarantee that the operation of the subscription service will be uninterrupted, virus-free or error-free, nor shall DigitalEdu or any of its DigitalEdus be liable for unauthorized alteration, theft or destruction of customer's or any user's data, files, or programs.

9. LIMITATIONS OF LIABILITY

Neither party (nor any licensor or other supplier of DigitalEdu) shall be liable for indirect, incidental, special or consequential damages, including, without limitation, damages for lost business, profits, data or use of any service, incurred by either party or any third party in connection with this agreement, regardless of the nature of the claim (including negligence), even if foreseeable or the other party has been advised of the possibility of such damages. neither party's aggregate liability for damages under this saas agreement, regardless of the nature of the claim (including negligence), shall exceed the fees paid or payable by customer under this saas agreement during the 12 months preceding the date the claim arose. the foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under sections entitled "restriction", "indemnification", or "confidentiality".

10. INDEMNIFICATION

- 10.1 Indemnification by DigitalEdu. If a third party makes a claim against Customer that the Services infringes any patent, copyright or trademark, or misappropriates any trade secret, or that DigitalEdu's negligence or willful misconduct has caused bodily injury or death, DigitalEdu shall defend Customer and its directors, officers and employees against the claim at DigitalEdu's expense and DigitalEdu shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by DigitalEdu, to the extent arising from the claim. DigitalEdu shall have no liability for any claim based on (a) the Customer Content, (b) modification of the Services not authorized by DigitalEdu, or (c) use of the Services other than in accordance with the Documentation and this SaaS Agreement. DigitalEdu may, at its sole option and expense, procure for Customer the right to continue use of the Services, modify the Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.
- 10.2 Indemnification by Customer - If a third party makes a claim against DigitalEdu that the Customer Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend DigitalEdu and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.
- 10.3 Conditions for Indemnification - A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.



1. GENERAL PROVISIONS

- 11.1 Non-Exclusive Service: Customer acknowledges that Services is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict DigitalEdu's ability to provide the Services or other technology, including any features or functionality first developed for Customer, to other parties.
- 11.2 Personal Data: Customer hereby acknowledges and agrees that DigitalEdu's performance of this Agreement may require DigitalEdu to process, transmit and/or store Customer personal data or the personal data of Customer employees, Students and Affiliates. By submitting personal data to DigitalEdu, Customer agrees that DigitalEdu and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling DigitalEdu to perform its obligations to under this Agreement. In relation to all Personal Data provided by or through Customer to DigitalEdu, Customer will be responsible as sole Data Controller for complying with all applicable data protection and laws implementing that Directive that regulate the processing of Personal Data and special categories of data as such terms are defined in that Directive. Customer agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Content and using the Enabling Software and DigitalEdu Services. Customer confirms that Customer is solely responsible for any Personal Data that may be contained in Content, including any information which any DigitalEdu Services User shares with third parties on Customer's behalf. Customer is solely responsible for determining the purposes and means of processing Customer Personal Data by DigitalEdu under this Agreement, including that such processing according to Customer's instructions will not place DigitalEdu in breach of applicable data protection laws. Prior to processing, Customer will inform DigitalEdu about any special categories of data contained within Customer Personal Data and any restrictions or special requirements in the processing of such special categories of data, including any cross border transfer restrictions. Customer is responsible for ensuring that the DigitalEdu Services meets such restrictions or special requirements. DigitalEdu to process any Personal Data that meets the requirements set forth in this Section according to these Terms of Use.
- 11.3 DigitalEdu Personal Data Obligations: In performing the Services, DigitalEdu will comply with the DigitalEdu Services Privacy Policy, which is available at <http://www.digitaledu.net/privacy-policy> and incorporated herein by reference. The DigitalEdu Services Privacy Policy is subject to change at DigitalEdu's discretion; however, DigitalEdu policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the services have been paid. The services policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Customer data in connection with the Services.
- 11.4 DigitalEdu reserves the right to provide the Services from Host locations, and/or through use of partners, worldwide. DigitalEdu will only process Customer Personal Data in a manner that is reasonably necessary to provide Services and only for that purpose. DigitalEdu will only process Customer Personal Data in delivering DigitalEdu SaaS. Customer agrees to provide any notices and obtain any consent related to DigitalEdu's use of the data for provisioning the Services, including those related to the collection, use, processing, transfer and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and retains ownership of all of Customer data.
- 11.5 Assignment: Neither party may assign this Agreement or any right under this Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this Agreement to an acquirer of all or substantially all of the business of such party to which this Agreement relates, whether by merger, asset sale or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Agreement, provided, however, that such party shall not be relieved of any obligation under this Agreement.
- 11.6 Notices: Except as otherwise permitted in this Agreement, notices under this Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified mail, (b) when transmitted if sent by facsimile, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally



or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this SaaS Agreement.

- 11.7 Force Majeure: Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.
- 11.8 Waiver: No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.
- 11.9 Severability: If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.
- 11.10 Entire Agreement: This Agreement (including all exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this SaaS Agreement. This SaaS Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.
- 11.11 Publicity: DigitalEdu may include Customer's name and logo in its customer lists and on its website. Upon signing, DigitalEdu may issue a high-level press release announcing the relationship and the manner in which Customer will use the DigitalEdu solution. DigitalEdu shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.
- 11.12 No Third Party Beneficiaries: This Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity.
- 11.13 Independent Contractor: The parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.
- 11.14 Statistical Information: DigitalEdu may anonymously compile statistical information related to the performance of the Services for purposes of improving the SaaS service, provided that such information does not identify Customer's data or include Customer's name.
- 11.15 Governing Law: This Agreement shall be governed by the laws of India. All disputes to this agreement are subject to competent courts of Pune jurisdiction.
- 11.16 Compliance with Laws: DigitalEdu shall comply with all applicable local, state, national and foreign laws in connection with its delivery of the Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data
- 11.17 Dispute Resolution: Customer's satisfaction is an important objective to DigitalEdu in performing its obligations under this Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such a meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.



11.18 Signatures: This Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

On behalf of DigitalEdu IT Solutions Pvt. Ltd.,Pune

On behalf of Rizvi College of Arts, Science and Commerce,Bandra West

I hereby accept the terms and conditions specified in this contract.

I hereby accept the terms and conditions specified in this contract.

Sign -

Sign:

Date:

Date:

Name & Designation: -

Name & Designation: -

12. Reference (attachments):

- EXHIBIT A : Support and Maintenance Services
- EXHIBIT B : Service Level Agreement
- EXHIBIT C : Software Services & Payment Schedules

DigitalEdu provides web-based management solutions to educational institutes. Driven by our strong technical team we have evolved our "Student Information Management Software" to a stage where it can now be implemented for management of not only Institutes, but also for Colleges, University, Pre-Institute Franchisee, Chain of Institutes, Education Trusts and Coaching Classes too. In real sense we have acquired the domain expertise.

In 2013 we have added power of 'Learning Management Solution' to our 'Administration Solution', enabling us to deliver online Lessons, Assignments, Exams and Quizzes, too. eCampus brought power of educational-networking to SIMS in May 2014. Entire 2014 SIMS reaped the thrust of RFID solutions for easy data collection. Android SIMS released in May 2015 empower direct reach to all members in real time.

Currently, we are proudly 50+ organizations, summing to 100+ institutes & 125,000+ students, overall 90,000+ users. As a part of our MoU with all customers we don't publically release list of our current clients. If needed, customer references can be generated upon request with prior permission only.

Yogesh Mahajan, CEO (Co-founder)

Qualifications: MS Computer Engineering Syracuse University, New York, USA

Experience: Currently serving in the position for 5th Year. In past has 15+ Years of experience as R&D engineer with American companies like Motorola.

Linkedin: <http://in.linkedin.com/in/yogeshdmahajan>

YM, his steady personality serves as the center pole, leads-front- front all activities at DigitalEdu. His basic belief of 'creating win-win situation for all' is the ideology of all work-flows at DigitalEdu and its products.



Yogesh Pawar, COO (Co-Founder)

Qualification: BE Mechanical Engineering, University of Pune

Experience: Vast Industry experience of implementing Quality Standards at various world class companies in India & Abroad. Assisted 200+ companies in past 20 years, as consultant, helping them to streamline operations and improve processes.

Linkedin: <http://in.linkedin.com/in/pyogesh>

YP, with his exposure to Quality & HR department of numerous companies is instrumental to bring in the required wisdom, zest & vigor to the organization. His penchant of dealing with real world solutions fuels practical aspects of all our processes & products.

Sandip Chaudhari, CTO (Co-Founder)

Qualification: MS Computer Science, Syracuse University, New York, USA

Experience: Has worked as senior software security in-charge at Bloomberg Financial, New York for 15+ years. He has played key role as an associate, in turning the startup called Krossover into a flourished & proven company at New York.

Linkedin: <http://in.linkedin.com/pub/sandip-chaudhari/0/5ab/914>

SC, technology evangelist in true sense, brings in his all-round expertise with software systems. It is with his stronghold that DigitalEdu has incorporated all latest internet & mobile technologies for achieving the tag of 'complete Institute management solution'.

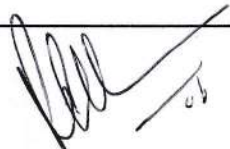


EXHIBIT A: Support and Maintenance Services

1. Support and Maintenance Services

Support and Maintenance Services are included in the SaaS Service subscription in Exhibit A and entitles Customer to the following:

- (a) Telephone or electronic support in order to help Customer locate and correct problems with the Software.
- (b) Representative will attend campus on-demand to resolve software issues, at-max 10 days per month. We request to kindly make request at least a day in advance for us to make logistic arrangements.
- (c) Bug fixes and code corrections to correct Software malfunctions in order to bring such Software into substantial conformity with the operating specifications.
- (d) All extensions, enhancements and other changes that DigitalEdu, at its sole discretion, makes or adds to the Software and which DigitalEdu furnishes, without charge, to all other Subscribers of the SaaS Service.
- (e) Up to five (5) dedicated contacts designated by Customer in writing that will have access to support services.

2. Response and Resolution Goals

“business hours” 9am-6pm Indian Standard Time, Monday to Saturday, except holidays & weekly offs.

“Problem” means a defect in Software as defined in DigitalEdu’s standard Software specification that significantly degrades such Software.

“Respond” means acknowledgement of Problem received containing assigned support engineer name, date and time assigned, and severity assignment.

“Fix” means the repair or replacement of Software component to remedy Problem.

“Workaround” means a change in the procedures followed or data supplied by Customer to avoid a Problem without substantially impairing Customer’s use of the Software.

<i>Problem Severity</i>	<i>Response Goals</i>	<i>Resolution Goals</i>
1. The production system is creating a significant impact to the Customer’s business function, preventing that function from being executed.	DigitalEdu will Respond within 2 business hours.	Upon confirmation of receipt, DigitalEdu support personnel begin continuous work on the Problem, and a customer resource must be available at any time to assist with problem determination. DigitalEdu will provide reasonable effort for Workaround or Fix within 24 hours, once the Problem is reproducible or once we have identified the Software defect. DigitalEdu may incorporate Fix in future release/upgrade of software.
2. The production system or application is moderately affected. There is no workaround	DigitalEdu will Respond	Customer Support will provide reasonable effort for Workaround or Fix within 7 business days, once the Problem is reproducible.



currently available or the workaround is cumbersome to use.	within 4 business hours.	DigitalEdu may incorporate fix in future release/upgrade of software.
3. The production system or application issue is not critical: no data has been lost, and the system has not failed completely. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.	DigitalEdu will Respond within 8 business hours.	Customer Support will provide reasonable effort for Workaround or Fix within 10 business days, once the Problem is reproducible. DigitalEdu may incorporate Fix in future release of software.
4. Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications.	DigitalEdu will Respond within 24 business hours.	Resolution of Problem may appear in future release of software.

3. Accessing Support

Customer Support offers several ways to resolve any technical difficulties. In addition to online help in the Software, which can be accessed by clicking the "Help" tab when logged into the Software, function-specific help information can also be accessed throughout the Software using the 'i-button' option.

Details for Communication:

Email: crm@digitaledu.net

Phone: 8149532982 / 9673050112

EXHIBIT B : Service Level Agreement

The Services will achieve System Availability (as defined below) of at least 99.9% during each calendar year of the Subscription Term. All other Services will achieve System Availability (as defined below) of at least 99% during each calendar year of the Subscription Term. "System Availability" means the number of minutes in a year that the key components of the Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from; (a) scheduled maintenance, (b) events of Force Majeure in the SaaS Agreement, (c), Malicious attacks on the system, (d) issues associated with the Customer's computing devices, local area networks or internet DigitalEdu connections, or

(e) inability to deliver services because of acts or omissions of Customer or any User. DigitalEdu reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided reasonable notice and DigitalEdu reserves the right to change its maintenance window upon prior notice to Customer.

If DigitalEdu fails to meet System Availability in the year, upon written request by Customer within 30 days after the end of the year, DigitalEdu will issue a credit in Customer's next invoice in an amount equal to 1% of the yearly fee for the affected Services for each 5% loss of System Availability below stated SLA per SaaS Service, up to a maximum of the Customer's fee for the affected Services. If the yearly fee has been paid in advance, then at Customer's election DigitalEdu shall provide a credit to Customer to be used for term



extension. The remedy stated in this paragraph is Customer's sole and exclusive remedy for interruption of Services and DigitalEdu's failure to meet System Availability.

Exhibit C: Software Services & Payment Schedules

This Exhibit is effective upon the Agreement Effective Date (18th Sep 2020), documents the Services (defined below) being purchased by Customer under the terms and conditions of the SaaS Agreement dated 18th Sep 2020 between DigitalEdu IT Solutions Pvt. Ltd. ("DigitalEdu") and Rizvi College Of Arts, Science and Commerce - Hospitality Studies ("Customer").

1. **Services:** The SaaS Service includes the following modules/service offerings (activation will be linked with the subscribed package mentioned in article No. 06 below):

- | | | |
|-------------------------------------|------------------------|---------------------------|
| 1. Admission Automation | 2. Mobile App | 3. Enquiry |
| 4. Calendar | 5. Media Sharing | 6. Notices & Messages |
| 7. Parent Info | 8. Student Info | 9. Staff Info |
| 10. Online Fees Collection | 11. Student Documents | 12. Fees Management |
| 13. Staff Attendance | 14. Subject Planner | 15. Student Attendance |
| 16. Grades/Report cards | 17. Leave Management | 18. Gallery |
| 19. Icard Management | 20. Document Printing | 21. Staff Task Management |
| 22. Class Assignments | 23. Time Table | 24. Exam Management |
| 25. Facility Usage Tracking | 26. Feedback & Surveys | 27. Assets Management |
| 28. Railway/Bus Concession Tracking | 29. Access Control | 30. Complaints |
| 31. Holds Management | 32. Bank Integration | 33. Trust Management |
| 34. Flip Classroom | 35. Event Attendance | |

Online Exam (Package 1 - MCQ - Basic):

Student Data Upload	Scheduling of Student Data
MCQ based exams	Randomized questions & shuffled Answers
Create Exam Time Table	Create QP Pattern & Exam Section
Upload and attach question back	Question and answer editor
Consolidate Exam Reports	Attendance, Login-Sessions, Analytics & Tracking Reports



Role based access	
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2. Subscription term:

Subscription for the availed services is valid for Academic Year 2020 - 2021

3. Schedule Value: (all fees are in INR and exclude applicable taxes)

Subscription fees include access and usage of the Services during the Subscription Term. Upon execution of this Schedule, DigitalEdu shall issue an invoice in accordance with the Agreement.

If at any time during the Subscription Term or Renewal Term the Customer exceeds the number of students or user count, Customer and DigitalEdu agree to execute a follow-on schedule for the purchase of additional services for exceeded count. Additional access shall be purchased in blocks of student/users and in accordance with the agreed subscription fee.

Any disputes related shall be resolved with 60 days of signing this agreement.

4. Customer Billing Information

Billing Name	
Billing Address:	
GSTIN	

Degree College Provide separate details if customer requires billing to be done separately for different sections like: Aided, Unaided, SFC, Junior & PG

5. Support and Maintenance Services

Standard Support & Maintenance is included in the Subscription Fee. Any additional services requested will be charged extra as the case may be

6. Payment Terms & Conditions:

Customer acknowledges that this Agreement is a services agreement and DigitalEdu will not be delivering copies of the Software to Customer as part of the Services.

Package (Bundled Service description)	Price	Payment Schedule
1. Admissions Automation & Centralized Fees Management (INR 60 per student per year)	INR 125 per admitted student per year	50 % - Advance 50 % - Mid of December 2020



Note 2:

- a) GST 18% shall be applicable for the products and services.
- b) Rates cannot be revised once mentioned in the purchase order or agreement & signed by both the parties.
- c) Proforma will be sent to the Customer for actual billing quantity confirmation. As per the confirmation given by Customer, Proforma will be converted into Tax Invoice.
- d) Students opting for online payment shall bear the PG / bank transactions charges extra as applicable.
- e) Convenience Fee to be borne by students opting for e-payments, will be INR 20 per transaction.
- f) RFID and Biometric readers/ scanners (hardware) shall be protected from any kind of internal and external damage or mishandling or misuse.
- g) 1-year warranty for any kind of manufacturing defects in RFID and Biometric readers/ scanners. Guaranty is not applicable in case of any kind of internal and external damage or mishandling or misuse.
- h) Hardware Repair Charges shall be paid by the customer as applicable.
- i) Packaging and forwarding charges will be extra as applicable.
- j) All payments to be made in the name of DigitalEdu IT Solutions Pvt. Ltd. payable at Pune, Maharashtra India. Payments shall be done by Cheque / NEFT / RTGS / Bank Transfers.
- k) Customer shall release payment within 15 working days from the date of submission of Invoice to continue uninterrupted service.

On behalf of DigitalEdu IT Solutions Pvt. Ltd.,
Pune

I hereby accept the terms and conditions specified
in this contract.

Sign -

Date:

Name & Designation: -

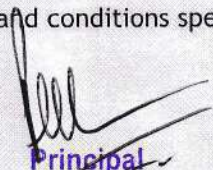
On behalf of Rizvi College Of Arts, Science and
Commerce - Hospitality Studies

I hereby accept the terms and conditions specified in
this contract.

Sign:

Date:

Name & Designation: -


Principal
Rizvi College of Arts Science & Commerce
Hospitality Studies
Bandra (West), Mumbai - 400 050

