



महाराष्ट्र MAHARASHTRA

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19 JUL 2021

CENTRALIZED CAMPUS MANAGEMENT SYSTEM

ENTERPRISE RESOURCE PLANNING

Terms of Use and Data & IPR Protection

This Agreement, signed on 01st day of September 2021, between M/s. MasterSoft ERP Solutions Pvt. Ltd., 1456-A, New Nandanvan, Nagpur, Maharashtra, India – 440024 and Sophia College For Women (Autonomous) (Purchaser, including its Management, Faculty & Staff, Agents, Representatives, Students and their Parents, Applicants etc.), upon Terms as under:

1. Term: 5 years (renewable by written Agreement on revised terms).

2. Scope and Objective:

(a) Cloud-based Centralized Campus Management System (CCMS) Enterprise Resource Planning (ERP) is developed, hosted and owned by Supplier, along with its modifications and upgrades (if, as and when made);

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Page 1 of 13

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फक्त प्रतिज्ञापत्रासाठी (अनुच्छेद-४)
प्रतिज्ञापत्र कोणाकडे सादर करावयाचे
प्रतिज्ञापत्रासाठी कारण
मुद्रांक विकत घेणाऱ्याचे नाव व रहिवाशी पत्ता
मुद्रांक वावतची नोंदवही अनुक्रमांक- /दिनांक
मुद्रांक विकत घेणाऱ्याची सही
परवानाधारक मुद्रांक विक्रेत्याची सही
व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता.
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महाराष्ट्र चौक, नागपूर, कोड नं. 460105

MasterSoft ERP Solutions Pvt. Ltd.
1456-A, New Nandanvan, Nagpur 440009

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- (b) The Supplier shall implement the CCMS ERP to the extent of Modules selected by the Purchaser; governed by the Offer Letter issued by Supplier and the Purchase Order issued by Purchaser;
- (c) CCMS ERP including mobile apps is a standard product for all the Clients of Supplier (including Purchaser), and therefore, it is not feasible to modify the same per requirement(s) of the Purchaser;
- (d) The Supplier may incorporate essential upgrades (assessed as per popular demand, changes in technology, security concerns, or feasible requests of multiple Clients), and the same shall be available non-exclusively to all the Clients of the Supplier once in every three months.

3. Responsibilities of Supplier: The Supplier –

- (a) shall commence its services within 45 days from the date of Purchase Order along with agreed advance payment, or later, as mutually agreed between the Parties;
- (b) shall enable the modules of CCMS ERP procured by the Purchaser along with facilities as agreed in the Purchase Order, on Internet Servers (Cloud / VPS) at Supplier designated location(s), and shall grant access to the Purchaser;
- (c) shall provide adequate online training and support towards best usage of the CCMS ERP to the selected authorized personnel of the Purchaser based on its 'Train the Trainer' model;
- (d) shall provide on-site support towards CCMS ERP as may be required the Purchaser, however, upon payment of charges and facilitation of necessities as may be decided by the Supplier from time to time;
- (e) shall promptly fix the bugs or security breach as reported by the Users;
- (f) shall, if so requested in advance by the Purchaser, extend support in the form of configuring the CCMS ERP for important dates like that of Admissions, Examinations and Declaration of Results, in cooperation with the Purchaser;
- (g) shall, from time to time generate important reports & submit the same to the Purchaser's Management & Authorities for their reference, study scrutiny and decision making;
- (h) may, if such data needs correction, accordingly inform the Purchaser to take appropriate action; or may correct common / routine mistakes like spelling errors, allotment of medium to students, defining level of

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Course(s), etc. as may be essential for generation of reports for MIS, Accreditation, etc.;

- (i) may, as an academic initiative, offer free course(s), internship(s) or exam(s) to the students of Purchaser, by communicating the same via SMS / Whatsapp / Email / push notifications / post / notification in ERP etc.;
- (j) may, as a security measure, inspect and analyze the data of Purchaser for exceptions / challenges / corruptions / bugs / frauds / malpractices, and report the same (manually / by auto-generation) via email / post / SMS;
- (k) shall not, modify finance data, exam marks or any other critical data without written consent of the Purchaser;
- (l) *shall not*, under any circumstances, ask for password(s) from Purchaser;
- (m) *shall not*, beyond initial support, undertake data entry or processing work.

4. Responsibilities of Purchaser: The Purchaser –

- (a) shall form a ERP committee of staff & faculty (4-5 members) who are most interested in ERP & have some technical knowhow and designate one Co-coordinator / System Administrator for coordinating with the Supplier for implementation of the CCMS ERP and the said person shall be referred to as the **Single Point Of Contact (SPOC)**. This committee will sort-out initial challenges of User in ERP utilization along with Supplier ;
- (b) shall develop and maintain the infrastructure as required by or required to be modified by the Supplier from time to time, having basic necessities of a healthy Internet connection with high bandwidth, compatible hardware such as display of 1024x768 pixels, Printer, Scanner, Biometric Machine, compatible Software, Web Browser like Firefox, Google Chrome or Internet Explorer, and such other infrastructure, upon the Supplier approving its compatibility and feasibility with the CCMS ERP; however, the Supplier will only recommend and not supply the same;
- (c) shall provide training infrastructure at a centralized location, as required by the Supplier; and shall ensure that its key personnel of the Purchaser are available to receive Demonstrations and Training, who may then train the apposite Users of the Purchaser; Also ensure that Concerned Users are participating in webinars-workshops, Difficulty solving sessions (on-line / Physical) organized by Supplier on CCMS ERP or related topics so that

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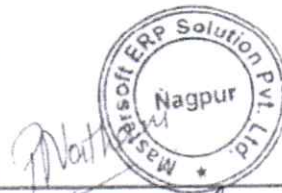


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Purchaser's Users will be aware of new facilities in CCMS ERP as well as their doubts / difficulties will be solved by Supplier Expert Team.

- (d) shall, upon receiving training & access of ERP, access the same only through its authorized personnel upon being exclusively granted secret authorized login User-Ids and Passwords for such access by the Purchaser, and such personnel shall be deemed to be bound at the responsibility of Purchaser with the Terms of this Agreement;
- (e) shall, ensure that Purchaser's Users (Faculty, Students-parents, applicants desiring admission in Purchaser's Institute & staff). are only using facilities provided by Supplier in its menu & not using any hacking tools to hack the ERP. Shall, on information from Supplier, take necessary action on the Users who are making un-authorized use of ERP using hacking tools of any sort or making use of any technical error in ERP.
- (f) shall undertake the sole responsibility of entering Data in the CCMS ERP, the same being beyond the responsibility of or access by the Supplier, and therefore, the Purchaser shall alone be responsible to ensure accuracy, authenticity, correctness and legality of such Data;
- (g) shall manually get the aforesaid data entered into CCMS ERP on regular basis, as there is no feature of migration of Data in the CCMS ERP, and it is understood that only the Data from current session can be entered in the same;
- (h) shall, in order to secure the Data entered in CCMS ERP, have the liberty to download the same in the form of various reports on a daily basis, and must do so for ensuring backup of the said Data with Purchaser;
- (i) shall, for accuracy & security reasons, ensure that the all the reports printed by Admission committee, cash Counter/Exam staff are always verified and certified by its senior authorities, and that a strict vigil is maintained on old cash collection receipts;
- (j) shall monitor the day to day transactions performed by various Users and in case of any doubt / difficulties, communicate the same to the Supplier team and get the same resolved immediately;
- (k) shall use A4 plain sheets of paper 'weighing' 60-100gsm. for printing of Receipts, as the CCMS ERP does not support use of any pre-printed stationary receipts, in order to prevent any malpractices;

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- (l) shall ensure that neither of its personnel shall share the access password(s) with unauthorized personnel or the team of Supplier, especially since the team of Supplier shall never require the same from the Purchaser;
- (m) shall, in order to ensure time-bound support, raise its important support requirements through the online Ticketing System adopted by the Supplier;
- (n) shall, in order to protect its own interests, accord written confirmation from higher authority of the Purchaser, as may be requested for by the Supplier;
- (o) shall check all alerts sent by the Supplier / PG company / any third party via SMS / What's app / Email / push notifications / post, and shall take action deemed apt there upon;
- (p) shall, upon execution of this Agreement, be deemed to have consented the Supplier to communicate with its students for introducing various offers;
- (q) shall, prefer online Fees collection via Payment Gateway to reduce the heavy student rush on its Cash counters;
- (r) shall not blame Supplier for any wrong data and/or reports consequence by the mistake of or the erroneous method adopted by Purchaser's User;
- (s) Shall inform well in advance all the important event dates such as admission schedule, admission fees schedule, Exam fees schedule,...where student related important activities are to be performed & if required ask the Supplier to re-train its Users for the event. Shall also adopt the advice / recommendations of Supplier related to ERP for the success of ERP;
- (t) For yearly event which normally occurs in a year / semester, for the success, trial runs should be conducted by Purchaser in consultation with Supplier so that Users gets revision of the steps.

5. Mutual understanding and Responsibilities:

- (a) As far as possible, all the important communication related to ERP from the Purchaser's Users should be via Supplier's ticketing system or by authorized email and preferably through the Purchaser's SPOC, as the same would enable a faster response. Supplier's team will normally update all the important work done for the Purchaser on Supplier's ticketing system.

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- (b) Nonetheless, the Supplier team shall endeavour to take immediate action even in case of verbal communication from authorized regular Users / Officers of Purchaser, however, the Purchaser shall always issue an email confirming such oral communication.
- (c) Notwithstanding, the responsibility of the effect / consequences of change demanded by Purchaser shall lie solely with Purchaser and the Supplier shall not be responsible for the same.
- (d) The CCMS ERP is normally available for 24 hours x 365 days, and the Purchaser should get 98% uptime on an average; however, for technical reasons beyond the control of Supplier like maintenance, upgrading, server failure, etc., the same may not be available to the Purchaser in part / entirety for some time ranging from few minutes to hours; and the Supplier shall endeavour to remedy such situation at the earliest;
- (e) The Supplier may provide extra work and /or Modules beyond the scope of Purchase Order to the Purchaser, upon specifying extra charges towards the same, and upon such charges being paid by the Purchaser;
- (f) The Purchaser shall have the liberty to re-assess the modules procured within four weeks from the date of first User creation of the Purchaser, subsequent to which, it shall not be possible to reduce or replace the modules procured during the contract period of Five years and similarly, there shall be no change in PO or the contract amount thence;
- (g) The Parties shall protect any and every Information received from the other Party as Confidential Information including but not limited to any information under the ownership, proprietary and/or responsibility of the other Party (unless specified otherwise), more specifically including the Intellectual Property Rights in the form of but not limited to existing CCMS ERP along with any future updates, modifications, customizations and/or new processes incorporated in the same, so also personal data in the form of but not limited to credentials of students / staff / management, finances, etc., along with mutual communications, negotiations, arrangements, transactions and resolutions;
- (h) CCMS ERP is sole Proprietary system fully developed by Supplier from scratch with efforts of several team members working together since year 1999 & is copyrighted under Indian Copyright Act. (Cert. No SW-6500/2013 dated 29.04.2013). The Purchaser will have access to ERP & therefore shall not on its own Develop or get it developed the similar ERP software for the Purchaser organization or any other organization and shall not allow external agencies to have access to software. Purchaser



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shall protect CCMS ERP Copyrights & shall treat ERP as Confidential Information including but not limited – existing ERP System with any future Updates, Modifications, Customizations and / or new processes of the same, its Source Code, Specifications, Requirements, Logic, Designs, Database, text-video-audio Documentation / Manuals, Brochures, Price, output reports, Data formats, Plans, Strategies, Market Opportunities, Business Affairs, Research data, Experimental Data, Development Designs, Procurements & Finances, Contracts, Technical Know-how, Patents, Trademarks, Copyrights, Inventions, Specifications, Algorithms, Application Program Interface (API), Formulae related to current, future and proposed products and services, Equipment and their specifications, Sketches, Drawings, Models, Logos, Ideas, Knowledge, Experiences, Skill-sets, Services, Plans, Strategies, Methods, Techniques, Communications, Negotiations, Discussions, Investigations, Concepts, Product Prototypes, Internal Affairs, Terms / Conditions / Status or Facts of possible transactions between the Parties, Personal Information of the Employers, Employees, Staff, and / or any person associated, and / or publications that are created, gained, provided, developed, discovered, invented, contributed to and / or improved upon by the Supplier. Purchaser will not copy, duplicate, modify, decode reverse-engineer, disassemble, decompile, recreate, enhance, license, transfer, sell Suppliers ERP.

- (i) The Parties undertake to not access or use without consent, misuse, abuse or illicitly use, copy, duplicate, modify, decode, reverse-engineer, disassemble, decompile, recreate, enhance, license, transfer, distribute, sell, derive from, timeshare or put to prejudice, such Confidential Information of other Party;
- (j) The Parties also undertake not to have, claim or demand any ownership, right, royalty or other benefit over such Confidential Information of other Party; (“Confidential information” shall mean and include all the data and information of the students, staff, Unit and all school/college related information correspondence of the Purchaser and/or any business related information and data of the Supplier, as the case maybe.)
- (k) The Parties shall dispose off the Confidential Information of other Party, if, as and when requested by such Party in the manner of its satisfaction;
- (l) The Parties may, without prejudice to the aforesaid, use each other’s name, logo, sample data and credentials for reference and marketing purposes after prior written approval of other party.



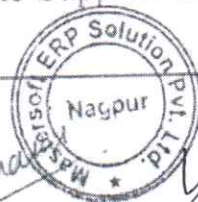
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- (m) As a goodwill gesture, the Purchaser shall kindly communicate its experience with CCMS ERP to the prospective customers of Supplier, and if required, shall allow them to visit its Campus on mutually convenient dates, for demonstration and discussions, if, as and when requested by the Supplier;
- (n) The Purchaser shall also kindly issue written / video Testimonials with respect to the CCMS ERP, if, as and when requested by the Supplier;
- (o) Nothing in this Agreement shall prevent the Supplier from submitting due Reports with respect to CCMS ERP as may be required by the authorities like the Central Government, State Government, UGC, Accreditation authorities, Statutory legal Bodies, Judiciaries or in any demonstrative Presentations and Conferences;
- (p) Nothing in this Agreement shall imply an obligation upon the Supplier to share its data structure under any circumstances; and the Purchaser shall not be granted direct access to the database, except through CCMS ERP;
- (q) The Parties shall together endeavour to protect the data shared between them by deploying best security methodologies, periodic backup schedules and recovery methods; however, in the circumstances beyond their control, like hacking, virus attack, fire outbreak, electric outage, natural calamities, security breach etc., if any data is lost / corrupted / compromised, the Parties shall have limited liability of the Supplier attempting restoration of data from its latest accurate available backup and to resume the CCMS ERP, and failing which the Purchaser re-entering lost data;
- (r) The Parties shall deploy CCMS ERP only as per this Agreement, and in consonance with the Terms, Conditions and Policies framed by the Supplier;
- (s) It shall be deemed that the Purchaser has (and shall always have) read, understood and bound itself by the standard Terms, Conditions and Policies of the Supplier with respect to CCMS ERP as defined in the proposal, Purchase order and SLA document posted
- (t) Either party shall not offer any type of inducement (monetary on non-monetary) to any employee, personnel of the other party, directly or indirectly during the tenure of this agreement or for a period of 36 months after termination of the same.
- (u) The Purchaser is aware that the employees of the Supplier may have to visit the school/colleges/institutions of the Supplier frequently, for ERP

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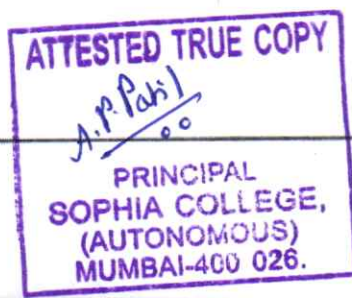
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training, implementation and support as also other related activities. The Purchaser assures that its employees/staff shall deal with the employees of the Supplier in a gentle and kind manner and shall extend necessary support and co-ordination to the employees of the Supplier to ensure that the work is completed smoothly.

- (v) The Supplier is continuously improving the ERP for better utilities, facilities to Users and enhancement of their experience; and in the instances where the law of the land mandates certain changes, to incorporate the same. Similarly, the Security features of the System too are updated from time to time.
- (w) The Purchaser shall, if any bug or Security concerns are noticed, inform the same immediately via email / phone to the Supplier for further verification, clarification, investigation and rectification (if so required). The Supplier shall either clarify the point raised by Purchaser or shall notify the action taken, as the case may be, however, the same shall not apply to the rare cases where the discrepancies are beyond the control of the Supplier.
- (x) It shall also be understood that in case of (existing or arising) non-critical bugs / security concerns in the System as may also be a consequence of the development in Technology and / or the System, the discretion and confidence of the Supplier with respect to the safety of the ERP shall be final, and the Supplier shall be at liberty to address the same as and when required.
- (y) A common standard mobile app is provided with ERP which provides only limited important menus to the entire CCMS mobile app Users based on their User Type. Same shall be provided to the Purchaser.

6. Third-Party Responsibilities:

- (a) Upon due diligence, the Supplier has incorporated Third-Party Payment Gateways in CCMS ERP, and the Purchaser may choose one out of the same.
- (b) The Supplier has similarly integrated a Third-Party SMS and Email Gateways, common to all the Clients of the Supplier, appropriately governed by norms of the Government of India / Telecom Regulatory Authority of India.



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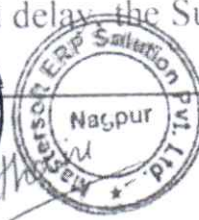
- (c) The Supplier may offer new Gateway option(s) to the Purchaser as per the relevant market; however, to ensure stability of CCMS ERP, the Supplier shall not be able to integrate a new Gateway as per choice of the Purchaser.
- (d) The Purchaser shall enter into a direct, independent agreement with such Third-Party providers; and the Supplier shall bear no responsibility in use of the same or in any consequences running there from, may it be delay, deficiency or non-fulfillment of Terms agreed between the Purchaser and such Third-Party.
- (e) The Purchaser shall, thus bear the sole responsibility of getting acquainted with and monitoring the usage of such Gateways; of negotiations, interactions, certifications and transactions with the same; and of getting its queries / concerns (if any) resolved with such Third-Party.

7. Schedule of Work and corresponding Schedule of Payments:

- (a) The Parties shall strictly abide by and follow the Schedule of Work and corresponding Schedule of Payments as defined in the Purchase Order (subject to 10% per year price escalation).
- (b) There shall be no reduction of availed Modules (regardless of non-usage) and/or of the value of Billing as agreed in the Purchase Order.

8. Delay Management:

- (a) Any delay caused in fulfillment of responsibilities of the Supplier due to an act, omission or hindrance on the part of Purchaser shall not account as delay by Supplier; and the Purchaser shall provide apt time to complete such work.
- (b) Upon failure of the Purchaser to release payments, in any case within 30 days of issuance of Invoice by the Supplier, the CCMS ERP shall cease functioning until such payment is released, and shall thereafter be restored upon payment of restoration charges by the Purchaser (1% Per week of the Overdue Amount Maximum upto 5%).
- (c) Neither Party shall be responsible for delay caused due to an act, omission or hindrance on the part of Third Party.
- (d) In case of unreasonable delay caused by the Supplier (applying only to the cases where the same is under the control or at the behest of the Supplier) which puts the Purchaser to loss and /or the work is stopped on account of such unreasonable / ~~unjustified~~ ~~unjustified~~ delay, the Supplier shall bear a



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penalty charge of 1% of the average monthly bill per week of delay, however, upto maximum of 5% and only once in an academic year of 12 months.

- (e) The Purchaser's Users shall have subscribed modules as per the PO, available for use, and accurate / effective usage of the same is sole responsibility of the Purchaser's Users under supervision of the Purchaser Authority. It shall be understood that the Supplier shall not be responsible for such usage and/or its consequences; and thus, the Purchaser shall not delay, hold, write off, or otherwise impeditment the Payment(s) due to the Supplier, on account of errors of the Purchaser's Users, or any such reason whatsoever.
- (f) Similarly, the Supplier shall not be responsible for any errors / delays / bugs / impediments / losses occurred to the Purchaser owing to use of any third party software / devices / utilities / services such as – Infrastructure, Payment Gateways, SMS/Email portals, Biometric Machine(s), RFID devices, etc.

It shall also be understood that certain third party tools which are initially free of cost, shall likewise be provided to the Purchaser; however, if the same happen to be chargeable in the future or if such charges are escalated, the same shall likewise be payable by the Purchaser.

9. Indemnity:

The Supplier hereby indemnifies and shall keep the Purchaser indemnified from and against all losses, damages, costs, claims, fines, proceedings, liabilities, actions, demands, and expenses arising out of or in connection with the Supplier's (which includes its officers, employees and agents, if any):

- (a) negligence, omission, misconduct, misrepresentation, dishonesty or fraud;
- (b) default of any of its obligations under this agreement, including but not limited to failure to comply with local laws or applicable laws or breach of any condition, warranty or term of this agreement.
- (c) Breach of representations and warranties made by Supplier in these presents.

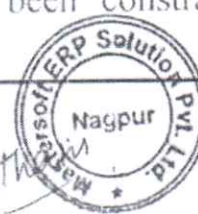
10. Suspension and Termination:

- (d) The Purchaser, having procured the ERP after complete demonstration, discussions and stringent due diligence as also on account of vouching by other Institutions, decided the Term of this Contract to be of five years; owing to which the Supplier has been constrained to make

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necessary investments w.r.t. the Cloud infrastructure, Development and support manpower for five years. That and therefore, this Agreement shall be terminable by either Party only after the completion of such period of Term, after issuing a written Notice of 90 days to such effect; while immediate termination may be given effect to only in the cases of insolvency, winding up or liquidation of either Party;

- (e) Upon termination, the Purchaser shall immediately cease to use CCMS ERP, service environment, and information of the Supplier; release payments due to the Supplier; return material of the Supplier or purchase the same (if the Supplier so agrees) at the then market valuation or valuation as per books of the Supplier (whichever higher); and dispose off the Confidential Information of the Supplier;
- (f) It is explained that notwithstanding the suspension and/or termination, the Purchaser shall pay entire payment of the contract period to the Supplier, and the Supplier shall handover the data of the Purchaser (as may be in possession of the Supplier at the relevant time) in report formats to the Purchaser only after receipt of such entire payment; with the liberty in any case to delete such data after 90 days.
- (g) The Purchaser shall not, under any circumstances, give a negative feedback about the Supplier to any third party unless and until the Supplier proven guilty by the process of law.
- (h) The Parties shall be at liberty to revive, renew and/or re-execute this Agreement upon mutually decided Revised Terms.

11. Legalities:

- (a) The Parties undertake to honour the Terms of this Agreement and the law in force at the relevant time in the Republic of India;
- (b) The Parties, to prevent aggravating adversities, undertake to promptly inform the other party of any breach of this Agreement, without suppression.
- (c) Either Party may raise issues, report errors, request holding of discussion /suggestions with the other Party, through the SPOC, and the SPOC shall effect resolution of the same. The Parties shall be at liberty to have joint meetings (monthly / quarterly) to assess the performance of the software and/or to address such issues (if any), and for scrutinizing monthly work

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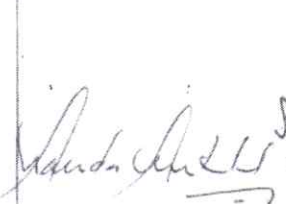


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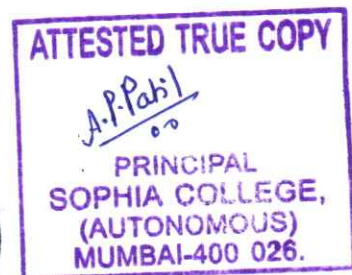
progress of the System. Such on-line meetings are to be mostly organized by the Purchaser.

- (d) Any dispute arising out of this Agreement shall be intimated by the disputing Party to the other Party for attempting amicable resolution, and if such dispute is not so resolved in subsequent 30 days, the disputing Party may initiate Arbitration proceedings in that regard, upon serving the other Party with a Notice of 15 days; thence the Parties shall mutually appoint sole Arbitrator to govern Arbitral Tribunal at NAGPUR, India, as per the Indian Arbitration and Conciliation Act, 1996; and the Governing Law for all the purposes of this Agreement shall be the laws of Republic of India;
- (e) This Agreement, consequential communications and proceedings shall be governed, read and understood in English language;
- (f) This Agreement (original) shall be with the Supplier, while its attested photocopy with the Purchaser, both bearing equivalent value in the eyes of law.

In witness whereof, the Supplier and the Purchaser set their respective hands on this Agreement on this 01st day of September, 2021

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|---|---|
| MasterSoft ERP Solution Pvt, Ltd., | Sophia College For Women (Autonomous) |
| Supplier | Purchaser |
|  Signature & Seal of Authorised Signatory |  A.P. Pabli Coordinator IQAC Sophia College Principal Signature & Seal of Authorised Signatory PRINCIPAL SOPHIA COLLEGE (AUTONOMOUS) |

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