भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

17 DEC 2021

महाराष्ट्र MAHARASHTRA ◐ 2021 ◐ ZH 973443

कोषागार कार्यालय ठाणे

ठाणे कोषागार कार्यालय, ठाणे

13 DEC 2021

AGREEMENT

FOR CCMS ERP USAGES

AND

DATA PROTECTION & HANDOVER

This Agreement is signed on 1st of Oct, 2021 between M/s MasterSoft ERP Solutions Pvt. Ltd. Nagpur, 1456-A, New Nandanvan, Nagpur-440024, India (hereinafter called the Supplier or Vendor) and Sree Narayan Guru College of Commerce, Mumbai (hereinafter called Purchaser). The term Purchaser also includes all the Users of Purchaser who will use the ERP such as – Staff, Officers, Faculty, Students – Parents, Trust management members & staff etc.

This agreement is undertaken for implementation of procured modules of Cloud based ERP CCMS – Centralized Campus Management System (hereinafter called as CCMS ERP) which is developed, hosted & owned by SUPPLIER. This Agreement may be amended on mutual understanding only in writing signed by a duly authorized representative of both parties. The Offer by Supplier & PO by Purchaser are part of this Agreement. In the

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MasterSoft ERP Solutions Pvt. Ltd. Nagpur

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जोडपत्र २

दुय्यम निबंधक नोंदवही अनुक्रमांक ..... दिनांक .....

दस्ताचा प्रकार .....

दस्त नोंदणी करणार आहे का ? :- होय/नाही .....

मिळकतीचे थोडक्यात वर्णन ..... Sagar P. Joshi (Advocate)

मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता ..... Room No. 2, Gauri Niwas, Tr. PNB. ATM, Anushri (W), Mumbai-54.

दुसऱ्या पक्षकाराचे नांव व पत्ता .....

हस्ते अस्थायी स्थाचे नांव/पत्ता .....

हस्ते सही .....

परवानाधारक मुद्रांक विक्रेत्याची सही (प्रमोद आर. दुबे) .....

मुद्रांक विक्रीचे पत्ता - आदेश्वर कृपा, शांती पार्क, मीरा रोड (पूर्व), ठाणे.

परवाना क्रमांक १२०१०४७

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

17 DEC 2021

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witness thereof, the parties hereby agree as follows.

- **Agreement Period :** This agreement shall be for the period of five years, which can be renewed thereafter by written consent of both the parties on mutually agreed revised terms.
- **A Standard ERP:** After due diligence, Purchaser has agreed for standard ERP of Supplier. Since it's a Cloud ERP wherein one single ERP is/will be used by multiple Purchasers of different nature, Client specific changes in ERP are not feasible. Supplier will summarize most essential requirements from various Purchasers & globally acceptable changes / requirements will be incorporated in ERP periodically & will be automatically available to all the Purchasers. However these changes in ERP will be minimum & will be released normally four times in a year – quarterly.
- **Common ERP Upgrades:** Supplier may make suitable changes in product offerings & /or product platform due to changes in technology, Market Demands, Security concerns and the same will be available automatically to Purchaser. For optimization of ERP, rarely Supplier may discontinue some of the old / less used / redundant / out-of-date sub-modules / facilities. Supplier may remove/modify some of the facilities / menu options / processes based on Security reasons. Same will be applicable to Purchaser without any change in billing value.
- **New paid facilities :** In case of any extra paid facility is offered by Supplier, Purchaser, if required, may procure the same with necessary payment.
- **Law :** Both the parties shall follow the law of the country & carry out the obligations /responsibilities as set out here under.
- **Official language -** Official language for oral and written communication is English.
- **Confidentiality** - Both Parties acknowledge and agree to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder.
- **Non-solicitation -** Neither Party will, without the written consent of the other Party, employ directly or indirectly any person engaged or previously engaged by the other in any capacity in relation to the project, during the subsistence of this agreement and until a period of 30 months has expired after the termination or expiry of this agreement.
- **Purchaser Delays & Mistakes :** For any delays from Purchaser side, Purchaser will provide sufficient extra time to Supplier to complete its work. For all mistakes made by Purchaser's Users and noticed at later stage, correction at User end may not be possible. So, in such cases, Purchaser will communicate the same to the Supplier in writing via email for possible corrections. Supplier shall not be held liable for any delay or failure in its obligations, if such delay or failure has resulted from a delay or failure by Purchaser or third party to perform any of Purchaser obligations.
- **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

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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.

- **ERP IPR:** The ERP CCMS is developed by Supplier & it's Intellectual Property Rights – IPR are already owned by the company under India Copyright Act, 1957. The customizations / new process also will be IPR of Supplier, no Royalty is applicable to Purchaser. Supplier will use these customizations in its other products for other clients.
- **Scope of Service:** Scope of Service under this agreement is detailed in PO; is mentioned below for reference.

S. N.	Description	Amount (Rs.)
1.	**One Time Setup Cost** • Society, Institute Creation & Reports • Setup, Configuration & Implementation • Functional Alignment for all Important Modules • Data Migration from Standard Excel Format (For Live Current Students Only) • Integration of Payment Gateway • Integration with Tally, LMS, RFID & Bio-Metrics • SMS & Email Integration • 25,000 SMS (Complimentary) • Best Online / Onsite Training & Service Support during Implementation	75,000 + 18% GST
2.	**Per Student Per Year** • Applicable from Academic Session 2021-22 for all Students ➢ Academic Module (ACS College) ➢ Online Admission ➢ Fee Collection ➢ MIS Reports ➢ Academic Management ➢ Attendance and Time Table ➢ Feedback ➢ Certificate Creation ➢ **Examination Management** - As per University Examination– FY & SY	140 + 18% GST Per Student Per Annum

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	• **Mobile Applications - Students & Staff** ➢ Accreditation Data Management System- NAAC ➢ **Learning Management System (ITLE)** ➢ **Accreditation Data Management System (For** NAAC and IQAC) ➢ **HR and Payroll** Payroll, Leaves, Service Book and other statutory payments ➢ **Admin User Management** User Creation and Access Rights Allocation Can create unlimited User accounts ➢ **Front Office Software** ➢ **Other modules as agreed**	

- **Additional Onsite Support:** beyond the scope of Supplier Offer & Purchaser PO - will be charged separately including Travel & Lodging.
- **Taxes:** Taxes shall always be extra & as per actual.
- **Other Expenses:** All Third party expenses (if any) shall always be extra.
- **Payment Terms:** Set up cost is to be given 100% advance along with PO by Purchaser and Student billing charges - yearly in advance – at the start of Academic session.
- **Payment Delays:** In case of delay in payments - after 30 days from the due date, Access of ERP to all Users of the Purchaser would automatically discontinue without any notices. Same will be resumed after all the dues are cleared by Purchaser along with Cloud restoration Charges. To avoid various inconveniences due to Cloud disconnection, Purchaser needs to ensure On-time Payments. Non-availability of the Cloud Services to Purchaser Users due to Non-payment is an unavoidable process (Just like Electricity / water / telephone billing|) and Purchaser needs to ensure 100% payment on-time to avoid such situation.
- **Price Escalation:** If not defined in PO, maximum price escalation of 7% will be applicable on last year's value. However Cloud Storage & Usage charges escalation depends on policies of Cloud agencies. Hence the actual escalation percentage will be discussed with Purchaser & decided as per Cloud revised rates.
- **No reduction PO value:** CCMS ERP charges once decided will not be reduced for the contract period for any reason. For any extra work which is beyond the scope of PO & Supplier agrees to provide the same or for extra modules, Supplier will quote / submit the bill. No reduction in billing is possible due to non-utilization of ERP module by Purchaser team or for any other reasons whatsoever it may be.
- **Use of Supplier credentials:** Purchaser can use Supplier's logo name and all

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reports of ERP - in various reports / proposal submitted to UGC, NBA, NAAC, State Government, Central Government & other statutory committees, Educational conferences. Supplier will be willing to help Purchaser for Academic improvement of Purchaser's Faculty & students on mutually agreeable terms. On demand, Supplier can sign MOU in the mutual benefit of Students-Purchaser & Supplier. Supplier will give Presentation of ERP in Purchaser's conferences – if requested by Purchaser. Supplier can give guest lecture to IT students of Purchaser.

- **Use of Purchaser credentials:** Similarly Purchaser agrees that Supplier shall have the right to list Purchaser's name & logo in its marketing material and for reference purposes. As a goodwill gesture, Purchaser, on request of supplier, will kindly talk to future probable Customers of Supplier and if required - will allow them to visit campus for ERP demo & discussions on mutually convenient dates. Purchaser will also issue written / video Testimonials to supplier on its request. Supplier can use sample data of Purchaser in its marketing presentations / communications / demos. No extra permission will be taken by Supplier in future.
- **Communication with students by Supplier:** Supplier will offer e-learning platform to the students of Purchaser's Campus. The standard version of e-learning platform will be free of cost to the Purchaser with defined storage space. Supplier in future may offer further new modules / concepts to the students as an initiative for betterment of students Education. Purchaser agrees that Supplier will communicate with students on email / mobile informing new features, modules, initiatives. Purchaser hereby permits Supplier for such direct communication with students.
- **No access & decoding of ERP:** Copying / duplicating / decoding of the Supplier Application System is prohibited in all circumstances. Neither Purchaser nor any User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the Supplier Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Purchaser is not entitled to, and shall not make or permit others to reverse engineer, disassemble, de-compile, recreate, enhance or modify the Supplier Application System or any part thereof or to create enhancements to or derivative works of the Supplier Application System or any portions thereof.
- **No access to Database:** Cloud ERP & its Database structure is IPR of Supplier & same will be never available to Purchaser under any circumstances. Purchaser cannot write any programs using this data structure. No direct access to database can be provided to Purchaser. All the access will be thru ERP only.
- **On line Fees collection:** To avoid all cash transactions challenges & possible malpractices, Supplier strongly recommends Purchaser to accept all fess on-line & no cash transaction / minimum cash transactions.
- **Payment Gateway:** Supplier has integrated 2-3 standard Payment gateways after due diligence. Purchaser can choose one in consultation with Supplier. Supplier may give new Payment Gateway option to Purchaser based on changing market scenario. New payment gateway of Purchaser's choice cannot be integrated by Supplier to ensure stability of its Cloud ERP. Purchaser has to choose an option

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from available with Supplier. Integrated Payment Gateway will allow all transactions type such as – Credit card, debit card, net banking.

- **Supplier own PG:** Supplier will be launching its own payment gateway & will be made available to Purchaser in future. The services of Suppliers PG will be best.
- **No pre-printed stationary:** Supplier CCMS ERP does not support any pre-printed stationery formats. Most of the reports are available on A4 size plain copier paper of 60-100 GSM. To avoid misuse of pre-printed stationary, Supplier do not support Pre-printed Format for fees collection. Old Pre-printed stationary also cannot be used.
- **New Client-specific Development:** All Standard Functionalities & Reports of procured modules will be available to Institute in this cost. Any New Functionalities & Reports required, if technically feasible, may be developed, and will be charged extra depending on the Scope. However this will be decided by Supplier.

Following Paragraphs define the Scope of Services & Responsibilities of Company, Responsibilities of Purchaser, General Terms & Conditions & Cloud understanding. Cloud understanding may change from time to time & detailed write-up of Cloud Understanding is defined by the Supplier on their website & is updated time to time and will be applicable to Purchaser from date of change. Purchaser shall study the same from time to time and act accordingly.

SCOPE & RESPONSIBILITIES OF THE SUPPLIER

- **ERP Enablement:** Supplier will enable procured modules of CCMS ERP system on Internet Servers (Cloud / VPS) at Supplier designated location(s). Supplier reserves the right to modify the Services Environment with minimum impact on the Services.
- **ERP commence Date:** The ERP Services may commence on the mutually agreeable dates – Maximum 45 days from the date of PO.
- **Permitted Use of Services:** Purchaser's use of Supplier Applications System will always be subject to the Licensing Conditions of the Supplier.
- **Training & Support:** The Supplier will configure & provide access to procured modules, demonstrate and train main Users & extend on-line service support to actual Users. The Supplier will give adequate training to the Users.
- **Privacy of Purchaser data:** Purchaser Data and processes privacy will be maintained by the Supplier. Only sample data may be used for demonstration to probable clients. No Data will be shared by Supplier with any third party for profit making.
- **Purchaser Data Inspection & Reporting:** As a security measure, Supplier will continuously inspect, analyze the Purchaser data for any exceptions / challenges / data corruptions/ bugs / frauds / malpractices. Many reports will be generated

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& sent to Supplier on daily basis via email / post. Some reports / SMS will be auto generated.

- If errors are found, will either correct it or will inform to Purchaser authorities for their study & further probable action.
- **ERP Usages support:** Supplier will assist Purchaser Users in effective utilization of Cloud ERP modules.
- **No sharing of password:** Supplier team will **never** ask for User password from any User. Purchaser's User should never share password with Supplier team. Supplier team will never do any data entry / correction, processing work on behalf of Purchaser. Supplier can support Purchaser Users in doing their work at initial stages.
- **Common corrections:** In general, supplier will not modify finance data or exam marks or any other critical data of Purchaser without written / email consent from Purchaser. However some routine corrections / mistakes like updating : Common spelling mistakes in Master data, allotting common medium to many students, course level definition like - UG, PG...etc. which are essential for generation of many MIS & NAAC reports will be done by Company with due care. Theses corrections will be duly informed to Purchaser via e-mail.

RESPONSIBILITIES OF PURCHASER

- **IT Infrastructure:** Purchaser will provide necessary hardware with healthy high speed internet to Purchaser's Users. Healthy – Continuous – good Bandwidth in-campus Internet Connection from multiple agencies is most essential need of Cloud based ERP.
- **ERP Co-coordinator:** Purchaser will provide one Co-coordinator / System Administrator for coordinating various activities with the Supplier for ERP implementation.
- **Training support:** Institute will ensure that the key personnel are available during Demonstrations & Training. Infrastructure for Training sessions will be organized by Institute and at a Centralized Location.
- **Division of Responsibility & Strict monitoring:** As far as possible, Purchaser should go for on-line fees collection mode to avoid any cash mis-handling. For security reasons, Purchaser will ensure that the reports printed by Counter/ Exam staff are always verified & certified by senior authorities. Fees transfer to Accounts module is always to be done by staff other than fees collection staff. A strict vigil is to be maintained on old cash collection receipts. Supplier's highest authorities will monitor fees & Exam transaction very carefully.
- **Guest House:** Free Hotel / Guest House Accommodation may kindly be provided to Supplier team by Purchaser for the onsite visit.
- **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 is not possible.
- **Data Ownership:** Purchaser will be the sole owner of the data uploaded and will

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be solely responsible for authenticity, accuracy, correctness & legality of the data.

- **Restricted Access:** Purchaser will limit the access of CCMS ERP to the Authorized Personnel. Each Authorized User will follow the security policies and rules as have been notified by Supplier. Purchaser will ensure that Services are for Purchaser use only and agrees that the Purchaser will not, in any way, commercially exploit the Services otherwise.
- **NO sharing of Password: In the interest of Purchaser data security & ERP security, there will be no un-authorized access to any unknown person / party. Pass-word shall never be shared by Purchaser Users with other Users, assistants, or with anyone including Supplier's staff.**
- **Information in advance:** Purchaser will inform all the important events & schedules, such as admission dates, exam dates, result dates well in advance via written communication so that Supplier's team can prepare & configure CCMS ERP accordingly.
- **Support Tickets:** Supplier assures best support to Purchaser Users. However in on-line environment, to avoid future issues, all Purchaser Users will raise all their important support requirements thru on-line Ticketing System adopted by Supplier. Supplier ensures prompt time bound support against such tickets. In few cases, in interest of Purchaser, Supplier may request email / letter confirmation from Purchaser's higher authority. Purchaser should co-operate & same may be communicated to Supplier accordingly.

Transaction Ownership

1. Purchaser will be solely responsible for all the transactions done thru authorised login. If Purchaser's User shares password to others or User itself enters wrong / fraud transactions, Purchaser will be solely responsible.
2. Purchaser will be responsible for all activity occurring under its control and will abide by all applicable laws. The Purchaser will notify Supplier immediately of any unauthorized use of the Services or Services Environment. Purchaser undertakes that all Purchaser Data will not infringe the intellectual property rights of any third party. Supplier will also abide by all applicable laws of the land.
3. Based on need / demand from various Educational Campuses, some special – compulsorily required facilities are provided by Supplier to Purchaser such as Receipt cancellation, Concession to students, backdated receipt entry, receipt for Scholarship. At times these can be mis-used by Purchaser Users for their personal financial benefits. Supplier will be in no way responsible for any loss (Financial / goodwill) to Purchaser due to misusing of CCMS ERP by Purchaser's staff. A close watch needs to be kept by Purchaser's senior officers on such transactions.

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4. Purchaser agrees that Purchaser & its Users will be solely responsible for all the transactions done thru authorised logins. These transactions also includes all data entry & data modifications, Fees collection & Receipt cancellation, Admission cancellation, fees refund, modification of Fees demand, Back dated receipt entry & cancellation, On line Fees receipt cancellation, giving concessions, Master modifications/ deletion etc., It is necessary that Purchaser carefully gives privileges & access to the Users & keeps close monitoring on all the transactions - especially transactions related to fees & Marks of students.
5. **Email Alerts:** Purchaser Agrees that Purchaser will check the emails & take appropriate action (if required) send by Supplier on day to day basis.

- **ERP Settlement Time:** Since this will be a totally Cloud based ERP involving multiple agencies such as Payment gateway company, Banks, Cloud company, there can be initial challenges to all the Users & Students. With its previous experience, Supplier will attend the same & give appropriate solution to each issue. After few days, Users & student will get acquainted with Cloud ERP CCMS & understand the advantages of Cloud ERP. Lot of User support & understanding is required.
- **Download / Print Reports:** Purchaser can always download various reports / data (mostly in Excel format) on day to day basis as a safety measure. Purchaser must take data backup once a day for its safety.
- **Consultation with Supplier:** While procuring any hardware/software / on-line services such as Card printer, Biometric printer, new printers, Biometric machine, Card swap machines, Scanner; Purchaser must contact Supplier team for ensuring its feasibility of integration of the device with CCMS ERP. Normally Supplier do not supply such Hardware.
- **Check alerts:** Purchaser will check emails / alerts / SMS / What's-app / letter communication sent by CCMS cloud team. This will have very useful information / alerts about your college ERP data. Purchaser will take due action / cognizance of such communication.
- **E-Learning Contents:** Supplier is just an ERP Solution Provider. Actual usages is sole responsibility of Purchaser. While using CCMS ERP & its e-learning platform, Purchaser & Purchaser Users will ensure that contents uploaded do not violate any IPR / Copyright norms or Government laws. Purchaser & Purchaser Users are solely responsible for each & every uploaded contents - uploaded by them. Supplier will not have any legal obligations in this regard. Supplier will never validate the uploaded contents.

Payment Gateway & Other Third Party integration related responsibilities of Purchaser

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1. Third party interactions, certification and auditing, will be managed by Purchaser directly. Support needed by Supplier will be provided on case-to-case basis.
2. Supplier integrates most reputed & popular, User friendly Payment gateway. Best payment gateway will be recommended to Purchaser by Supplier team. Purchaser defined Payment Gateway integrations is not possible.
3. For Online fees collection necessary formalities / agreement shall be signed by Institute with Payment Gateway Company.
4. Payment gateway related issues are to be dealt with Payment Gateway Company directly. Payment gateway requires through understanding & Purchaser authorities would acquire the same gradually with the help of Payment Gateway Company staff.
5. The fees paid by students are collected by Payment Gateway Company and is directly transferred to the Purchaser's Bank accounts – normally in two working days. Supplier only gets details of Transactions. Therefore, Queries related to Fees transaction will directly be transferred to the payment gateway provider and Supplier will have no role & responsibility in solving the transaction related queries.
6. Payment gateway activities are to be monitored by Purchaser staff on daily basis in consultation with Payment Gateway staff.

GENERAL TERMS AND CONDITIONS

- **Browser support:** Application will support current versions as on date of popular browsers like Firefox, IE and Chrome with standard screen resolution of 1024 x 768 pixels.
- **Training module - Train the Trainer:** Supplier follows the train-the-trainer approach especially for faculty members & students who are large in number. A few Users of the solution (selected by Purchaser) will be provided training. Duration of this will be maximum up to 7 days at one common location. These Users are expected to train others on the solutions, including any ongoing / repeat training needs.
- **Usages of ERP:** Actual effective usages of the CCMS ERP modules will be the responsibility of the Purchaser. The Supplier can ensure necessary support to the Users of Purchaser.
- **Billing Cycle:** Yearly Advance payment
- **Contract period :** Five Years
- **Termination Clause**: The agreement can only be terminated with a 3 months written prior notice or payment in lieu thereof by the client. Nonpayment of dues to the extent of one month will attract discontinuation of cloud services by the

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Supplier and will be reinstated only upon regularization of payments so pending along with restoration charges.

- **Effect of termination:** In the event of termination or expiry of this Agreement, (A) Purchaser will (i) forthwith cease to access and / or use any of SUPPLIER's Application Systems and Services Environment; (ii) return SUPPLIER any of SUPPLIER's confidential and proprietary information and material in its possession; and (iii) purchase Equipment at the then market value or the written down book value in SUPPLIER's books whichever is higher; and (B) SUPPLIER will (i) return to Purchaser all confidential and proprietary information of Purchaser;
- **Data sharing:** In case of termination, on release of all balance dues, on request from Purchaser, Supplier will share Purchaser data in Excel format.
- In case of discontinuation of Cloud ERP by Purchaser, Supplier will maintain the Purchaser data with itself, maximum for three months. Subsequently, Supplier will erase the data permanently.
- **Dispute Resolution:** As far as possible, for any dispute, Purchaser & Supplier's Management will settle such disputes at their own level. In case if this fails, Contract can be discontinued by either party by giving three months advance notice or money equivalent to three month billing of the Purchaser.
- **Force Majeure:** If either Party is unable to perform any of its obligations under this Agreement because of circumstances beyond the reasonable control of the Party, such as an act of God, fire, casualty, flood, war, terrorist act, failure of public utilities, Strike by employee, injunction or any act, exercise, labor or civic unrest, assertion or requirement of any governmental authority, epidemic, or destruction of IT facilities (a "Force Majeure Event"), the Party who has been so affected shall immediately give notice to the other Party and shall do everything reasonably practicable to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the period of such Force Majeure Event. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give written notice to terminate this Agreement. Termination clause will be as per PO.
- **Legal Jurisdiction:** Nagpur city Courts

CLOUD UNDERSTANDING

- **ERP availability:** ERP will be available to Users 24 hrs x 365 days. Normally User will get 98% uptime. So System will be available for nearly 8,600 hours in a year. In Manual / Client-Server based ERP, Purchaser has access to ERP maximum for 1250 hours. (250 working days in a year x 5 hours of working per day). So in all, seven times more time will be available on Cloud ERP to Purchaser Users.
- **Cloud Philosophy:** Cloud works on the philosophy, single ERP application with single database for all the Campuses with always latest single Cloud to all. So

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due to multiple Purchasers on same cloud, Purchaser specific customizations are not technically possible for any Purchaser. Cloud provides large configurations so that Cloud can be configured to match most of the User requirements with little cosmetic / Procedural compromises. So If CCMS Cloud is providing requirements with some cosmetic / Procedural limitations, User needs to accept it. No immediate customizations can be given to Campus. Certain important & must have requirements – which are technically feasible without affecting the ERP database structure - may be added by Supplier in next update of Cloud – in the form of Configuration / Option. Till that time, User needs to use Cloud with certain alternative method proposed by Cloud expert team.

- **Cloud Implementation:** Cloud ERP is role based and very easy to use. Supplier will provide adequate training to Users. However it's a major application & success requires a lot of User Understanding + co-operation & management pursuance at initial stages. Most of the Purchasers are replacing their existing MIS with this new one. So Basic MIS structures of two MIS are different and User will need some time to adjust to new Cloud flow & methodology. Cloud can never be made same as Purchaser's old MIS. Purchaser User will never insist for Changes as per their old MIS. Such strong view by Purchaser User's will lead to either delays in implementations or at times in failures.
- **High speed internet in 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 Purchaser based on number of Users who may access Cloud MIS simultaneously from Campus. For un-interrupted internet connectivity, It is preferred that Campus has 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. Purchaser may require extra internet at the time of admissions, examination when student will access Cloud regularly.
- **Cloud Software upgrade / Maintenance & downtime:** ERP will not be available or may be available at slow speed for short time during ERP patches uploading, backup, Cloud maintenance, Diagnostics analysis & security report generation – normally in late evening. Cloud Backup / Analysis time will be normally at midnight & system will be slow for an hour. In cloud technology, latest upgrades of procured modules are automatically available to all the Users with necessary documentation – all at no extra cost.

  Normally all the **major ERP / MIS upgrades** will be uploaded in Cloud by Supplier after every three months, on Saturday afternoon & Sunday when Purchasers are not working with prior information on Cloud Server for all the Users - well in advance. However small patches will be uploaded regularly to meet urgent demands / security concerns. So Cloud will be off for Users for few minutes during patch uploading / few hours during major upgrade & testing.

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However there can be a rare 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 Cloud ERP to Users for few hours. All efforts will be taken to avoid any scheduled maintenance during Purchaser working hours.

- **Cloud Speed at User Computer:** The Supplier's Cloud service is of very high speed. However 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. For better speed of ERP, user needs to optimize his computer be making it virus free, removing cookies, deleting temporary file, deleting un-necessary software resident in RAM.
- **Data Security, Hacking, data Leakage Backup & Disaster Recovery:** Supplier will 100% ensure that there is no deliberate sell / sharing / leakage of Purchaser data to any third party. In case a Supplier employee is involved in such practices, strict action will be taken against him.

  Best security methodologies are adopted by Supplier & they are continuously improved. Also multiple backup & recovery arrangements are in place. In case of any Disaster due to any reason (such malicious attack by Hackers / Virus / sabotage, Fire / Flood at Cloud premises, Earthquake/ damage due to Riots / strikes etc.); data may be lost / corrupted / leaked/compromised. Supplier's limited liability in this case will be immediate restoration of System & latest data from its backup & re-start the cloud services. Purchaser will co-operate with Supplier during this rarest of rare occasion, if occurs. If at all there is some data loss due to time gap between available backup & current status, Purchaser needs to re-enter the same. All over world, there is no solution of data loss / leakage / theft due to virus/ cybercrime & accidental disclosures and Supplier will not be liable for any Penalty or Criminal / civil cases for such events where there are no act of deliberate mis-conduct by Supplier.

  However, Purchaser will also have a back-up provision by which Purchaser can download its data from Cloud as safety measure. To avoid data leakage / share from Purchaser end, Purchaser needs to ensure that only one person is responsible for such data backup operations & the person does not share the Password with anyone under any circumstances.

  SMS & Email Delivery: With due diligence, Supplier has integrated a third party SMS Gateway in ERP which is common to all its Client & the same will be provided to Purchaser. SMS gateway services are governed by GOI TRAI norms / rules and

SREE NARAYANA GURU COLLEGE OF COMMERCE Chembur Mumbai-89.

MasterSoft ERP Solutions Pvt. Ltd. Nagpur

hence Supplier will not be responsible for delays in SMS / Non receipt of SMS in few nos. As per TRAI / SMS company norms, SMS rates may get changed in-between, without any notice. In such case, allotted SMS quantity to Purchaser may get reduced. No other – Client specific SMS Gateway will be integrated by Supplier.

General: *By using the CCMS Cloud ERP services in any manner it is deemed that Institute & its Users have accepted and are bound by the standard terms and conditions posted on CCMS Cloud ERP. The company Supplier ERP Solutions Pvt. reserves the right to modify/amend/add or deletes any of the terms and conditions mentioned on web site any time without any notice or information to the User. The User is requested to keep himself aware with any of the changes made in the terms and conditions and read & understand it thoroughly.*

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

MasterSoft ERP Solution Pvt. Ltd. Nagpur	**Sree Narayana Guru College of Commerce, Mumbai**

Date: 10-01-2022

Date: 07-01-2022

SREE NARAYANA GURU COLLEGE OF COMMERCE Chembur Mumbai-89.

MasterSoft ERP Solutions Pvt. Ltd. Nagpur

SREE NARAYANA GURU COLLEGE OF COMMERCE

RE-ACCREDITED BY NAAC GRADE 'B' (CGPA:2.73)

(PERMANENTLY AFFILIATED TO THE UNIVERSITY OF MUMBAI & RECOGNISED BY UGC)

MANAGED BY : SREE NARAYANA MANDIRA SAMITI (REGD.)

P.L.LOKHANDE MARG, CHEMBUR, MUMBAI-400 089. • Tel. : 25263131 / 25263132 / 25263122 • E-mail : sngcollege86@yahoo.co.in / sngcollegepricipal@gmail.com

SNGCC/ 15857/2021-22

August 6, 2021

To,

MasterSoft ERP Solutions Pvt. Ltd,
Nagpur – 09 (MS)

Kind. Attn.: Ajinkya Raut, Business Development Associate, MasterSoft

Sub: Purchase Order for Implementation of Centralized Campus Management System (CCMS©) ERP at our College

Dear Sir,

Congratulations!!! Our College has decided to avail the services of MasterSoft ERP Solutions Pvt. Ltd. for implementation of Centralized Campus Management System - CCMS© ERP system in our Undergraduate and Post graduate sections of the College. As agreed, please find the purchase order with necessary advance payments for your perusal and further necessary action.

Looking forward for best services at your end and extremely healthy, professional, and long-lasting relationship. Terms of Engagement follows in Purchase Order and in the Service Level Agreement.

S.N.	Description	Amount (Rs.)
1.	**One Time Setup Cost** • Society, Institute Creation & Reports • Setup, Configuration & Implementation • Functional Alignment for all Important Modules • Data Migration from Standard Excel Format (For Live Current Students Only) • Integration of Payment Gateway • Integration with Tally, LMS, RFID & Bio-Matrics • SMS & Email Integration • 25,000 SMS (Complimentary) • Best Online / Onsite Training & Service Support during Implementation	75,000 + 18% GST

SREE NARAYANA GURU COLLEGE OF COMMERCE Chembur, Mumbai-89.

	Per Student Per Year • Applicable from Academic Session 2021-22 for all Students ➢ Academic Module (ACS College) ➢ Online Admission ➢ Fee Collection ➢ MIS Reports ➢ Academic Management ➢ Attendance and Time Table ➢ Feedback ➢ Certificate Creation ➢ **Examination Management -** As per University Examination– FY & SY	140 + 18% GST Per Student Per Annum
2.	• **Mobile Applications - Students & Staff** ➢ Accreditation Data Management System- NAAC ➢ **Learning Management System (ITLE)** ➢ **Accreditation Data Management System (For** NAAC and IQAC) ➢ **HR and Payroll** Payroll, Leaves, Service Book and other statutory payments ➢ **Admin User Management** User Creation and Access Rights Allocation Can create unlimited User accounts ➢ **Front Office Software** ➢ **Other modules as agreed**	Expected number of students for the year 2021-22: **2,000**

Payments:

- 100% Setup Cost with Purchase Order.
- 100% Payments of Per Student Per Annum after completion of the admission cycle for Academic Session 2021-22.
- 7 % Escalation each year after completion of 1st Year on previous year billing.
- All Payments will be released with Taxes as Applicable.

Service Support:

- Best Service Support Online and Onsite from Mumba Office to be provided for success of the project.
- Both Parties will endeavor to deploy the software in the best possible timelines.
- IPR for CCMS© will be ownership of MasterSoft and Data Ownership will be 100% of Sree Narayana Guru College of Commerce, Mumbai.
- Best Online & as needed

SREE NARAYANA GURU COLLEGE OF COMMERCE
Chembur, Mumbai-89

- Onsite Service Support to be provided after the normalcy of COVID situation till then 100% Online Best Support to be ensured.

Errors & Omissions Exempted.

You are requested to immediately do the needful.

Best Regards,

Principal

SREE NARAYANA GURU COLLEGE OF COMMERCE
Chembur,
Mumbai-89.

MasterSoft
ERP Solutions Pvt. Ltd
Accelerating education....

Tax Invoice

MASTERSOFT ERP SOLUTIONS PVT LTD, **1456- A NEW NANDANWAN OPP. PANDAV POLYTECHNIC NAGPUR** GSTN - 27AAJCM7667D1Z4 CIN - U72900MH2015PTC264680 E-MAIL - accounts@litms.co.in	IRN:
	Ack No.: / Ack Date:
Our Bank Details as follows **Company Name - Mastersoft ERP Solutions Pvt. Ltd.** **Bank Name - HDFC Bank Ltd** **Branch Name - Tilak Nagar Nagpur.** **Account No - 50200056995017** **IFS Code - HDFC0005927**	Invoice No **2023-2024/0808** / Dated **16-Oct-2023**
	Delivery Note / Mode/Terms Of Payment
	Supplier's Ref. / Other Reference(s)
Buyer To, THE PRINCIPAL, SREE NARAYANA GURU COLLEGE OF COMMERCE, P.L.LOKHANDE MARG, MUMBAI-400089	Buyer's Order No **SNGCC/15857/2021-22** / Dated **06-Aug-2021**
	Despatch Document No / Dated
	Terms of Delivery

Sr. No	Description Of Goods	HSN/SAC	Quantity	Rate	Per	Amount
1	**CLOUD BASED ERP CCMS** *INVOICE FOR THE PERIOD 01/10/2023 TO 30/09/2024*	**998319**	**1812.00 NO**	**160.00**	**NO**	**2,89,920.00**
	CGST@9%			**9.00**		**26,092.80**
	SGST@9%			**9.00**		**26,092.80**
	ROUNDED OFF					**0.40**
	Total					**3,42,106.00**

Amount (in words) E. & O.E

Three Lakhs Forty-Two Thousand One Hundred Six Only

	Taxable Value	Central Tax		State Tax	
		Rate	Amount	Rate	Amount
Total	2,89,920.00	9.00	26,092.80	9.00	26,092.80

Tax Amount (In words) Fifty-Two Thousand One Hundred Eighty-Five AND SIXTY Only

Company's PAN : AAJCM7667D

Declaration
We Declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

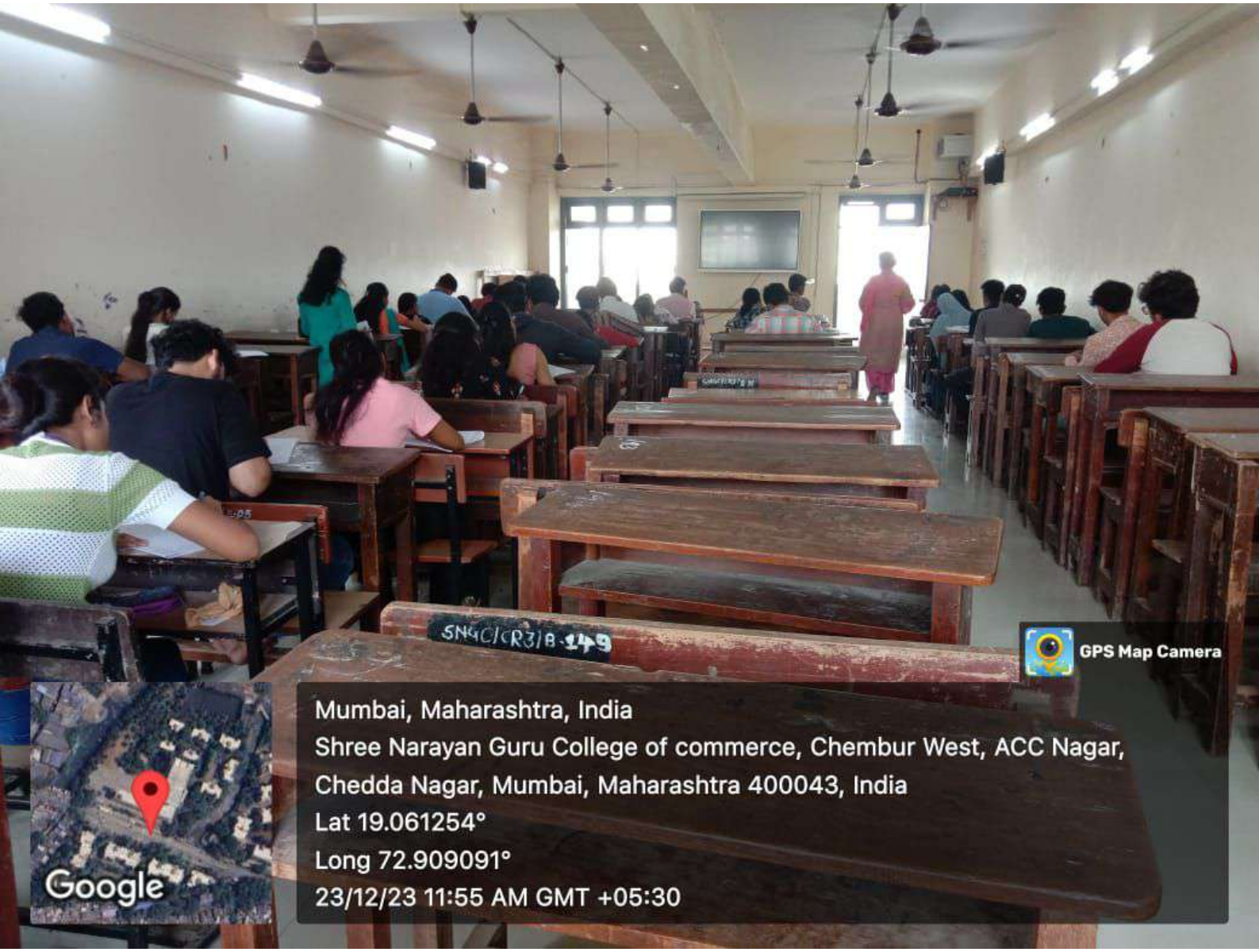
NOTE:-Interest will be charged 1.5% per month, if payment not received within 35 days from the date of this Invoice

For MASTERSOFT ERP SOLUTIONS PVT LTD

MasterSoft ERP Solutions Pvt. Ltd. NAGPUR

Authorised Signatory

This is a System Generated Invoice. Hence, Signature is not required.


SNGC/CR3/B-149
GPS Map Camera
Google
Mumbai, Maharashtra, India
Shree Narayan Guru College of commerce, Chembur West, ACC Nagar,
Chedda Nagar, Mumbai, Maharashtra 400043, India
Lat 19.061254°
Long 72.909091°
23/12/23 11:55 AM GMT +05:30

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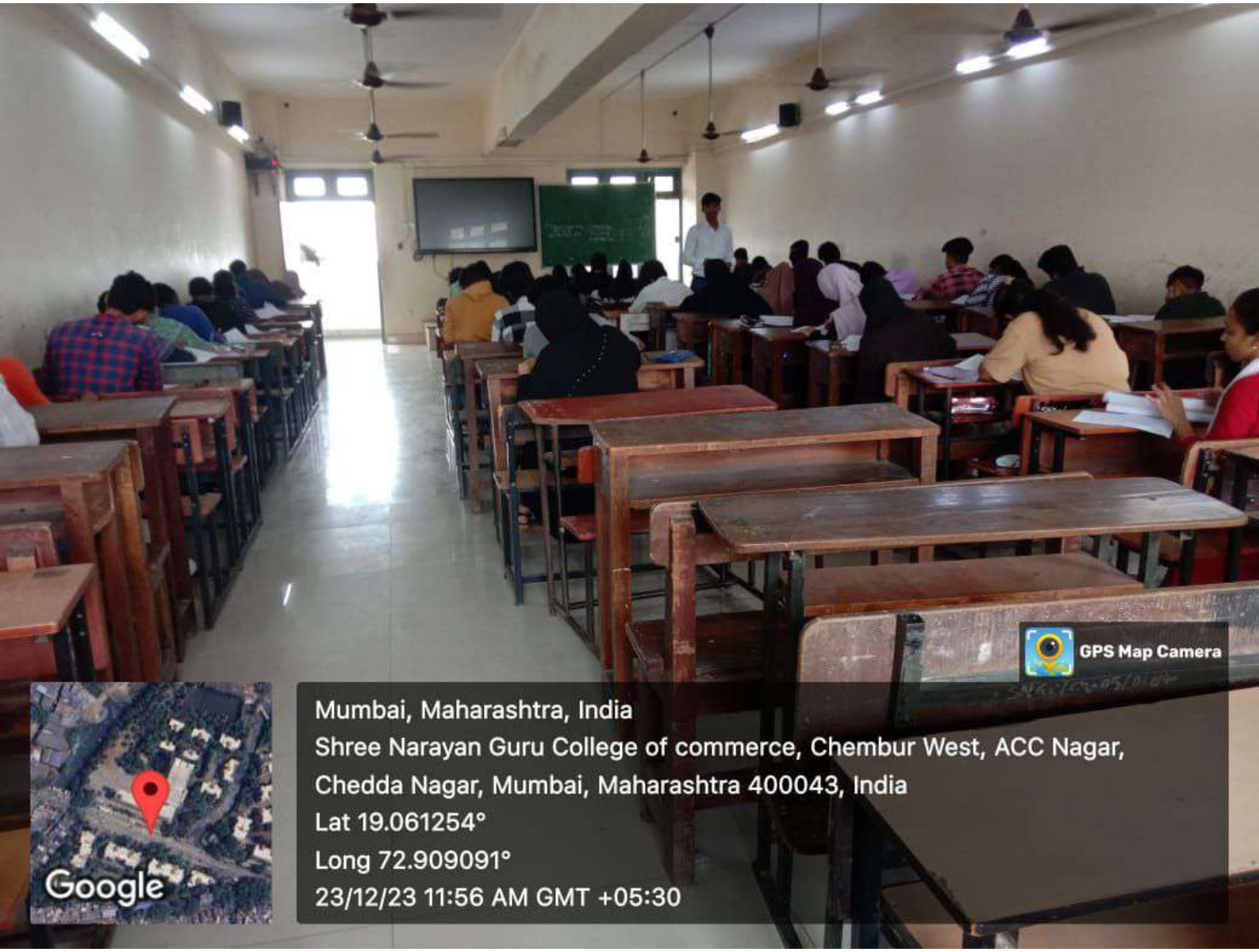
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