Indian-Non Judicial Stamp
Haryana Government

Date : 02/07/2024

Certificate No.	G0B2024G877	Stamp Duty Paid : ₹ 500 (Rs. Only)
GRN No.	118456109	Penalty : ₹ 0 (Rs. Zero Only)

Seller / First Party Detail

Name:	Sgt University		
H.No/Floor :	Na	Sector/Ward : Na	LandMark : Na
City/Village :	Chandu budhera	District : Gurugram	State : Haryana
Phone:	95******06		

Buyer / Second Party Detail

Name :	Mastersoft Erp Solutions private limited		
H.No/Floor :	Na	Sector/Ward : Na	LandMark : Na
City/Village :	Nagpur	District : Nagpur	State : Maharashtra
Phone :	95******06		

Purpose : AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

SERVICE AGREEMENT

This Agreement, signed on Tuesday, June 11, 2024,, , between **M/s. MasterSoft ERP Solutions Pvt. Ltd.**, Plot No. 8B-1, Sector 21, Non-SEZ, Near Moraj, Mihan, Nagpur, Maharashtra, India – 441108 hereinafter referred as (**Supplier**), and **Shree Guru Gobind Singh Tricentenary University,** commonly called as SGT University, Budhera, Gurugram-Badli Road, Gurugram- 122505, Haryana, India hereinafter referred as (**Purchaser**), witnessed as under:

Page **1** of **23**

Registrar
SGT University
Budhera, Gurugram

1. Recitals:

1.1. The Supplier is in the business of providing Software as a Service (SAAS) based Enterprise Resource Planning (ERP) Product(s) to educational Institutions worldwide.

1.2. The Purchaser desires to engage the Supplier from time to time pursuant to one or more Statements of Work (as defined below) to supply such Products and Services.

1.3. The Parties have agreed to effect such engagement as per the Terms of this Agreement.

2. Purpose:

That, this Agreement is undertaken for the deployment, implementation, and training of selected Modules of Cloud based Enterprise Resource Planning (ERP) Solution RF-CAMPUS© - OPEX Model - herein referred as (**System / ERP**), developed, owned, offered and maintained by the Supplier, towards Modules and Scope of Work as mentioned in annexure II-A attached herewith.

The Purchaser relying on the representations of the Supplier with regards to the standards, utility and authenticity of the procured modules of ERP; desires to implement the same from the Supplier for its usages.

1. This Agreement is in pursuance and to the extent of the Purchase Order dated – 11.06.2024. ref No: herein referred as PO issued by the Purchaser, against the proposal submitted on 18/05/2024 by the supplier along with the Annexure I (Scope of Services), Annexure II (Responsibilities of Supplier), Annexure III (Responsibilities of Purchaser), Annexure IV (General Terms and Conditions of Engagement), Annexure V (Success Criteria for Implementation of Modules) incorporated herein, or any Annexure as may be incorporated subsequently by the Supplier in this regard; the same having effect as a part and parcel of this Agreement.

Reg.strar
SGT University
Budhera, Gurugram

3. **Commencement and Term:**

This agreement shall be valid for a minimum period that covers the project implementation period and the continued Technical Support period which shall constitute a minimum of five years from the date of Go-Live

4. **Roles and Responsibilities:**

1. The Parties undertake to put the System to use only as per the Terms of this Agreement as framed by the Supplier and accepted by the Purchaser as at signing of the agreement.

2. The Supplier may, integrate changes in the System as required due to changes in circumstances, technologies, or as may be decided by the Supplier from time to time, provided that any and all such changes are integrated in the System only with prior written consent of the Purchaser and that System continues to perform as represented by Purchaser. Any downtime for integration of such changes shall be notified in at least 7 days prior to such integration and the Supplier shall at all times ensure that minimum downtime occurs during normal business hours of the Purchaser.

3. The Purchaser understands that since the same ERP is already used by Many Institutions and will be purchased by several other Institutions; all the updates / features and changes made in the ERP for the Purchaser will be automatically available to all such Institutions and shall be deemed to be provided by and under the ownership of the Supplier without any right of Purchaser towards royalty over the same.

4. The Supplier shall fulfill its Responsibilities as mentioned in Annexure II, while the Purchaser shall fulfill its Responsibilities as mentioned in Annexure III.

5. **Confidentiality:**

1. Apart from the aforesaid, the Parties shall both bear the responsibility towards protection of the Confidential Information and Intellectual Property Rights of each other, and shall not access or use without consent, ERP use, abuse or illicitly use the same to the prejudice of respective rights of the Parties.

2. Each (Receiving) Party shall protect any and every Information received from the other (Disclosing) Party that may be treated as Confidential Information including but not limited to any information under its ownership, proprietary and/or responsibility, as also within its Intellectual Property Rights in the form of but not limited to – existing System with any future Updates, Modifications, Customizations and/or new processes of the same, its Source Code, Specifications, Requirements, Logic, Designs, Database, Manuals, Documentation, Brochures, Price, Data, Plans, Proforma, Strategies, Market

Registrar
SGT University
.dhera, Gurugram

Opportunities, Business Affairs, Research data, Experimental Data, Development Designs, Infrastructure, Procurements, Manufacture, Purchases, Sales, Finances, Business Forecasts, Reports, Studies, 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, Students, 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 Disclosing Party, and no such information shall be copied, duplicated, modified, decoded, reverse-engineered, disassembled, decompiled, recreated, enhanced, licensed, transferred, sold or caused to do so by the Receiving Party, in any manner whatsoever, without prior written consent of the Disclosing Party.

3. The Purchaser however acknowledges that the Supplier shall use the name and logo of the Purchaser limited to marketing of the System to other prospective clients, and nothing in this Agreement shall prevent the Supplier from submitting due Reports with respect to the System as may be required under law by competent authorities.

4. The Supplier acknowledges, agrees and undertakes that it will be deemed to be the Data Fiduciary as per the provisions of Digital Personal Data Protection Act, 2023 (DPDP Act) for all the personal information/data furnished to or accessed by the Supplier under this MOU. The Supplier further agrees and undertakes to ensure compliance with all the provisions applicable to data fiduciaries for processing the aforesaid personal information in accordance with DPDP Act. The Supplier further agrees and undertakes that any purchaser data will be kept secret and confidential and retained or processed in accordance with the applicable legislation being DPDP Act and must not be passed on to any third party or person /entity not so authorized by the supplier or purchaser

5. The Parties undertake not to put any Data or Information received from the other Party during and out of course of this Agreement, to any unauthorized use, profit-making or for besmirching the repute of other Party.

6. The Parties undertake not to compete with any of the resources or employees of other Party, or cause to gain advantage of any nature whatsoever by abusing intimate knowledge of such Party.

7. The Parties undertake not to solicit, or employ, any person or previously employed with the other Party, during and out of course of this Agreement and for a further period of 24 months after termination of their employment with such Party.

8. The Parties, to prevent any adverse consequences, undertake not to suppress any breach of any of the Terms of this Agreement from the other Party, and to inform the same promptly to the other side.

6. Non-Compete:

The Parties shall not indulge into any act that may be similar in nature or in competition with and/or inspired or being consequential from the business of other Party that concerns subject-matter of this Agreement, and/or cause to do so through a third party, during the course of this Agreement and for a period of 3 years subsequent to cessation of the same.

7. Liabilities and Disclaimers:

Each Party shall be liable to fulfill the Terms of this Agreement including but not limited to entitlement of the other Party towards payments, dues, damages and/compensation for violation of Terms of this Agreement, delay and/or escalations, as stipulated in this Agreement.

After the ERP system for Purchaser goes fully live; for any tangible / intangible loss of Purchaser due to act of human error / omission / mistake of Supplier, system failure etc..; with adequate and appropriate evidence; the maximum liability of the supplier will be limited to the tune of 5% of the one month student billing – maximum once during the contract period of five years.

Except for personal injury claims, breach of intellectual property rights, gross negligence confidentiality and data privacy, loss or corruption of data or willful misconduct or any direct damages arising under the Agreement (for which the liabilities would be unlimited), and to the extent permitted under applicable law, either Party shall not be liable for any incidental, special, punitive, exemplary, statutory, indirect or consequential damages

No Party shall be liable for any loss, damage or injury caused by an act or omission of a third party.

8. Indemnification:

Each Party shall hold harmless and indemnify the other Party for any lawfully enforceable loss, damage or injury caused to and/or through the other Party, as a

consequence of its own acts and/or omissions done during and/or out of course of this Agreement, to such extent as would be computable against such act and/or omission as per law.

Supplier's Indemnification Obligation: Supplier will defend Purchaser and its officers, directors, employees, and contractors against third-party claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, costs or expenses, including without limitation reasonable attorneys' fees brought against Purchaser to the extent arising from an allegation that Purchaser's use of the System infringes a third-party patent, trade mark, trade name, trade secret, copyright, or any other intellectual property right and on full indemnity basis for claims regarding personal injury, gross negligence, willful misconduct, Confidentiality, data privacy and loss or corruption of data .

9. **Force Majeure**

- The Parties understand that any violation of any of the Terms of this Agreement on account of force majeure shall not be attributable to any of the Parties, and no liability towards the same shall be enforceable upon either of the Parties.

- The Party claiming occurrence of the circumstances of force majeure shall, upon receiving knowledge in that regard, promptly attempt to intimate the other Party of the same.

- The Parties shall resume working as per this Agreement upon cessation of force majeure with liberty to extend the Term of this Agreement to the extent of time the same was dormant.

- In the event where circumstances of force majeure are prolonged beyond reasonability, the Parties shall amicably arrive at a solution to undertake reasonable and appropriate steps to resume working as per this Agreement; and if the same does not inspire feasibility, then to opt for suspension/termination of this Agreement in such regards.

- "Force Majeure Event" means an event beyond the reasonable control of the party affected by it (the "Non-performing Party") which could not have reasonably been anticipated by the Non-performing Party including, but not limited to: fire; flood; earthquake; storm; acts of God; war, riots, civil disorders or acts of terrorism; with regards to the Supplier, Force Majeure Event shall not include strikes, lockouts, technical downtimes/ faults and labor disputes, epidemics or pandemics, any restrictions that prevent office facilities from functioning or malicious damage.

10. Data Migration

Data will be migrated from Standard Excel formats provided by Supplier's Team. Also Purchaser will provide all data in a clean - accurate - authentic - up to date format in one stroke in the Excel formats which are provided by Supplier; Supplier will validate & migrate the data to new ERP. Entire migrated data will be 100% verified by Purchaser for accuracy. The authenticity of the data solely remains with the Purchaser. No existing data of Purchaser which is being migrated by Supplier shall be processed; it will be migrated as it is. Normally current live student Exam & personal data and Faculty personal data is migrated.

There can be errors in the data provided by the Purchaser and hence Purchaser may get wrong / in-accurate reports. On the written request from the Purchaser, such data errors can be promptly rectified by the Supplier.

11. ERP Stability & Warranty

The warranty provides assurance that the ERP will meet the major important functional specifications and will be stable. This warranty covers any bugs (programming errors) reported in ERP after go-live deployment. Any bugs reported within this time period of contract will be fixed. The period begins on the date the solution is available to be published to the live environment (Go-Live)

Warranty Limitations

- Supplier does not warrant any issues caused due to third-party dependencies or integrations.
- Any bugs related to 3rd party systems, 3rd party database integration, , and 3rd party plug-ins are not covered under the warranty.
-
- Supplier is responsible for ensuring all requested functionality by the Purchaser is compatible with all future browser versions and additional charges will not be applied to modify or resolve potential browser-related issues.

Warranty Exclusions

The right to warranty is excluded if the functional requirements are witnessed with frequent changes that produce multiple and / or major changes to a solution that is already deployed provided that if the Supplier accepts any such functional requirements or inclusion thereof, then the aforesaid exception to the above warranty obligation shall not apply.

12. General Warranties of Supplier

Supplier represents and warrants that:

(i) the System shall be performed consistent the functional representations made by the Supplier and will be in conformity with best industry practices for such systems.

(ii) any services under this Agreement shall be performed consistent with best industry practices in a workmanlike and professional manner.

(iii) the services rendered hereunder will be performed by qualified, and approvals necessary to provide the System to Purchaser in accordance with the terms this Agreement. Supplier further agrees that it is the sole responsibility of the Supplier to obtain the required approvals and licenses and work permits for its personnel who are deployed pursuant to this Agreement for the provision of services hereunder.

(iv) it shall not subcontract any part of the services without the prior approval of the Purchaser. If Supplier subcontracts any part of the services to subcontractors, Supplier shall remain fully and solely liable for all acts and omissions of such subcontractors.

(v) it shall provide maintenance and Services in accordance with the service levels agreed upon.

(vi) the System will not contain any viruses or worms, bugs, disabling devices or any devices that will disrupt, disable, harm, impede or otherwise interfere with the deliverables of the Purchaser or allow unauthorized access into Purchaser systems or hardware.

13. Termination:

Termination for Cause:

(i) The Parties shall be at the liberty to terminate this Agreement for just cause upon issuance of Notice of 180 days to the other Party.

(ii) The Party receiving Notice of termination shall be at liberty to request resolution of the cause specified in the same, upon which the Party seeking termination would provide a period of 90 days (extendable at mutual discretion) to the other Party for such resolution upon such terms as may be agreed at the relevant time.

(iii) In the event where such cause for termination is resolved to the satisfaction of Party seeking termination, the aforementioned Notice would be withdrawn by the said Party, and this Agreement would continue to operate in its normal course.

Registrar
SGT University
Budhera, Gurugram

(iv) In the event where such cause for termination is not resolved, the Party seeking termination would communicate the same to the other Party, and this Agreement shall stand terminated from such point of time.

Termination for Convenience:

The Purchaser shall be at the liberty, to terminate this Agreement by convenience upon issuance of Notice of 180 days.

Effect of Termination:

(i) The termination of this Agreement shall in no manner prejudice the rights of Parties accrued during the course of this Agreement.

(ii) The Supplier shall extend its best cooperation to the Purchaser towards hand-over of Confidential Information of the Purchaser including its data, at the Written request of the Purchaser, in a standard Flat Excel format decided by Supplier. It shall be understood that for feasibility of both the Parties, the said process shall be undertaken as per mutual convenience; and the Supplier shall retain the said data with itself for a period of 6 months (extendable by another 6 months at the request of the Purchaser) subsequent to hand-over in order to ensure that the Purchaser faces no grievance owing to its unavailability, with the liberty to erase the same upon completion of such period unless such period is extended at the request of the Purchaser.

(iii) The Supplier shall also extend feasible cooperation to the Purchaser during transition of the Purchaser from this System to a new System by completion of the ERP activities during this transition phase of the ongoing academic year or further as required by the Purchaser; and the same would be compensated by the Purchaser as per the ongoing terms of payment in effect between the Parties at the relevant time.

(iv) The Purchaser shall then discontinue to access and / or use the System or any part thereof, cease to use the material of Supplier in possession of the Purchaser, return the Confidential Information of the Supplier, and release the entitlements and entire outstanding payments as per the Terms of this Agreement, within a period of 15 days from such termination.

(v) The Parties may execute an interim Agreement at the relevant time, in order to facilitate such smooth process of hand-over and termination.

(vi) The termination of this Agreement shall in no manner prejudice the rights of Parties to enter into another Agreement of like or distinct nature with each other.

9. Upon the successful completion of Term of this Agreement, the same may be further extended by mutually agreed revised terms and rates and conditions as may be prevalent.
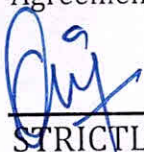
10. The Parties shall be at liberty to renew this Agreement and/or to amend the same upon mutually agreed Terms reduced into writing.

11. The Parties understand that any dispute arising out of this Agreement or in consequence of the same, shall first be attempted by both the Parties to be resolved amicably through negotiations; failing which, the Parties shall attempt to resolve the same by way of Mediation, upon mutually appointing sole third-party Mediator and upon mutually deciding the procedure thereto, if as and when such cause arises; failing which, the Parties shall take resort to resolve the same by way of Arbitration, upon mutually appointing sole third-party Arbitrator and upon mutually deciding the procedure thereto, if as and when such cause arises. The Parties shall remain open to the possibility of virtual dispute resolution.

12. This Agreement shall be governed by the laws of Republic of India subject to jurisdiction of Courts at Gurgaon, Haryana, India; and the official language governing this Agreement and the proceedings running there from shall be English.

14. Exclusions for the Supplier

- Data cleansing will be the responsibility of the Purchaser team. All data must be well formed and clean. No data cleaning effort will be made by the Supplier team, while the Supplier support team will assist in all activities.

- Data Entry/Transactions on behalf of Purchaser into the System. This shall be necessary in order to maintain confidentiality.

- The procurement, installation and maintenance of Hardware Components, Project Management Tools and Infrastructure necessary to support the System.

- Any additional Module Scope or services or support beyond those specifically included in the Purchase Order; and if the same are to be arranged for by the Supplier, being subject to additional charges negotiated and agreed upon at the relevant time.

- The forthwith shall, at all times and under any circumstances, remain beyond the purview of Supplier's scope of Responsibilities: Historical Data Migration; Third Party Consumables like Bulk SMS, Email and What's App services; Hosting of Any Content for E-Learning / LMS / ODL.

There shall be one single point of contact for each of the Parties, who shall drive the entire process under this Agreement, and the same shall act only upon due authorization from the respective Party.

In witness whereof, the Supplier and the Purchaser set their respective hands on this Agreement.

ANNEXURE-I : SCOPE OF SERVICES

1. The Supplier shall host procured modules of RF-CAMPUS© ERP system on Internet Servers (Cloud) at (Suppliers) designated location(s) (preferably Azure).

2. The Supplier reserves its right to modify the Services Environment without impacting the Services. Such Services may commence on the mutually agreeable dates.

3. Permitted Use of Services: Purchaser's use of Supplier ERP System shall always be subject to the Licensing Conditions of the Supplier.

4. If the Supplier Application System uses any third-party systems that require a license agreement, by law, the Purchaser has to sign the agreement and it will become part of this agreement. The Purchaser is responsible for any expenses related to third-party services.;

5. Modules: As defined in the SOW.

SUPPLIER

Registrar
SGT University
Budhera, Gurugram
PURCHASER

ANNEXURE–II : RESPONSIBILITY OF SUPPLIER

1.   Implementation and Training

The Supplier shall set up and provide access to the procured Modules, demonstrate their functionalities, train the Purchaser's users, and offer online support. The entire implementation process shall be expected to take approximately 6 to 8 months, however it shall be understood that this timeline shall not be enforceable and may extend due to external factors such as the results of the Gap Analysis, the availability of clean and accurate data regarding current students from the Purchaser, the availability and cooperation of the Users of the Purchaser in the ERP implementation, and the level of support and sponsorship received from the Purchaser's management.

The Supplier shall endeavor to implement key events as promptly as possible with the assistance of the Purchaser. That and therefore, the successful and timely completion of the implementation shall be a mutual responsibility and shall remain contingent upon the supervision of and cooperation from the Purchaser and its Users.

On-site group training shall be conducted at a central location on the Main Campus of the Purchaser, and attendance by all relevant Users shall be mandatory. The Supplier shall ensure proper conduct of its Team in the premises of Purchaser and shall follow the Rules and Regulations of the Purchaser.

2.   At the start, Supplier will demonstrate the ERP modules to Purchaser and will explain the functionalities, flows & features. In the process, Supplier will configure the ERP accordingly so that it meets important requirements of the Purchaser. Supplier may suggest new ideas / processes / best practices based on its last 24 years of experience of implementation in many Institutions of repute.

3.   The privacy of Purchaser Data and processes shall be maintained by the supplier; however, some parts/snapshots of such non-confidential Data can be used by the Supplier during its marketing demos.

The Supplier's expert team may implement various technical processes, including SQL queries, to regularly monitor and ensure the safety of the Purchaser's data. On some occasions, the Purchaser may request special reports that need to be generated instantly. The Supplier's database team will provide these reports using appropriate queries on the Purchaser's data.

4.   Supplier will configure the module to meet maximum possible requirements of the Purchaser, and the Purchaser shall give a UAT (User Acceptance Testing) after testing

Registrar
SGT University
Budhera, Gurugram

the accuracy within 7 days. Purchaser shall keep test records of such UAT for future reference.

However, supplier will incorporate most necessary requirements which are not disturbing the architecture, stability and security of the ERP system.

5.   The Purchaser shall always test and verify every new change from the Supplier.

SUPPLIER   PURCHASER

Registrar
SGT University
Budhera, Gurugram

ANNEXURE II-A: SCOPE OF WORK MODULES

Following is the list of modules in the scope of the project. The purchaser may decide to use a few modules listed below at a later stage.

Academic Modules

1. Admission integrated with CRM.
2. Academics, LMS, OBE,
3. Student Fees Management
4. Examinations (Assessment & evaluation) & Results
5. IQAC Accreditation data Management & Compliance Reporting as per regulatory requirements such as NAAC, NBA, NIRF, International etc.
6. Training & Placement Process, Industrial training / Internship Process.
7. Service Request / Feedback Management / Grievance Management system.
8. Mobile application

Non-Academic Modules

1. Hostel & Mess
2. Transport Management
3. Alumni module
4. Accounts & Finance
5. Human Resource Management System
6. Purchase Management
7. Stores & Inventory
8. MIS Dashboard

ANNEXURE–III : RESPONSIBILITY OF PURCHASER

1. **IT Infrastructure:** For success of RF-CAMPUS ERP, the Purchaser shall provide the necessary IT Infrastructure to its Users, such Computers, high speed internet, UPS, Antivirus…. The purchaser needs to form an Internal ERP support team of 5-6 members to be headed preferably by a senior faculty with sufficient Administrative experience to adopt Train the Trainer model. Purchaser shall provide necessary furnished Office for the internal ERP team - for User ERP training & Support, Processing Assistance, ERP Progress Meetings etc. Owing to the same, the desired size of such Office shall be 300 square feet. And it shall preferably offer an independent access 24 x 7 to the internal ERP team for extra hour working.

2. **Expenses:** All Third-party expenses like Bulk SMS, Emails, What's app, Software licenses, Cloud Charges, other consumables shall always be billed extra or to be provided by the purchaser as per technical advice of the Supplier. For better support of Cloud vendor, Supplier will book the cloud for purchaser and will be billed to Purchaser based on actual Cloud usages.

3. The responsibility as to accuracy, authenticity and legality of Data shall remain with the Purchaser.

4. Purchaser shall provide all the 'Purchaser Materials' such as rule books / ordinances / sample outputs / formats etc. as required by Supplier for configuring the ERP.

5. Purchaser shall engage Management, SPOC & Key Users for governance and coordinating various activities with the Supplier in relation to the project.

6. The Purchaser shall give a UAT (User Acceptance Testing) with feedback after testing the module accuracy within 10 to 15 days else it will be treated as deemed approved UAT. Purchaser shall keep test records of such UAT for future reference.

7. The Purchaser shall never ask and/ or force the Supplier's on-site/offsite team to do the data entry and/ or processing work. The accuracy and validity of old data maintained in the System is the sole responsibility of the Purchaser.

8. Purchaser shall provide relevant data (as per PO) in the formats provided by Supplier and on migration by Supplier, shall verify the same & give necessary approvals as defined under the clause "Data Migration: in this Agreement.

9. **User Access and Security**

    To ensure the security of the Purchaser's data and the ERP System, no unauthorized Persons/entities including unwarranted employees, third parties, vendors and/or external individuals, shall be granted access to the ERP System.

Registrar
SGT University
Budhera, Gurugram

Students are prohibited from meeting or interacting directly with the team of Supplier in order to maintain security of the System. Any queries or difficulties faced by the students shall be addressed and resolved exclusively by the Purchaser.

All Users of the Purchaser shall access the system exclusively through their individual login credentials provided by the ERP system. The Users shall not attempt to hack the System using any tools or methods, and under any circumstances, authorized or otherwise. The Users shall access the System only via Menus provided by the Supplier.

Users agree to adhere to the Terms of this Agreement and to honour privacy of the Supplier and its security Policies. They must not share their login credentials with anyone, including with the Supplier.

The team of the Supplier shall never request login credentials of the Users. The Purchaser shall solely be responsible for any transactions made through authorized logins.

10. Error Reporting and Handling

If any errors are found by Users of the Purchaser during ERP operations, they must immediately report the same solely to the ERP In-Charge of the Purchaser or the designated personnel of the Supplier.

The Users are prohibited from using Social Media and/or any other more of spreading information about any errors found in the System or to circulate such information among other Users, as this constitutes to be a violation of the Intellectual Property Rights of both the Supplier and the Purchaser, and may lead to instability in functioning of the System.

Upon being notified of an error, as the case may be, the Supplier shall promptly rectify the same and provide a Report detailing such resolution to the Purchaser.

11. The Purchaser shall be solely responsible for any mistakes made by its Users. It may be noted that any such mistakes which is learnt of at a later stage, may not possibly be corrected at the User end, and therefore, the Purchaser shall promptly communicate the same to the Supplier in writing for corrections.

12. The Purchaser acknowledges that the Services offered by Supplier under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services for Purchaser's own data processing and business use only; and the Purchaser agrees that it shall not, in any way, commercially or otherwise exploit the Services of Supplier.

13. During the implementation the Purchaser shall inform all the important events and schedules, such as admission dates, exam dates, result dates (Academic calendar) well

Registrar
SGT University
Budhera, Gurugram

in advance via written communication, to the Supplier in order to enable it to prepare configuring the System accordingly, and if required, to make extra arrangements for success of such event.

14. The Purchaser also shall inform all the changes in rules, new rules well in advance to Supplier for necessary configurations in the System. It is suggested that the Purchaser should, as far as possible, consult the Supplier while changing any process/rules which shall involve the changes in System.

15. The on-site team of the Supplier (if any), and their day-to-day activities will be monitored during his onsite stay by ERP In-Charge and authorities of the Purchaser. Any unacceptable behavior, if observed, shall be communicated by the Purchaser to the Supplier immediately through email or telephonic communication, in order to take corrective measures.

16. The Purchaser shall solely and directly manage any third-party interactions, certification, auditing, etc., and shall provide every support to the Supplier on a case-by-case basis.

17. The Purchaser shall evaluate and provide feedback/approve the updates and/or changes provided by the Supplier in the System, within 7 working days subsequent to which the same shall necessarily be deemed to have been approved, and any changes on the same points or requirements raised after such period shall not be entertained by the Supplier.

18. The Purchaser shall remain sole owner of the data uploaded and shall solely be responsible for its authenticity, accuracy, correctness & legality.

19. In the event of any delay due to Purchaser, the Purchaser shall provide sufficient extra time to Supplier to complete the work so delayed, and no liability in that regard shall be attributable upon the Supplier.

SUPPLIER

PURCHASER

Registrar
SGT University
Budhera, Gurugram

ANNEXURE–IV : GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

1. The Supplier, as per PO, shall ensure Training to identified Users by the Purchaser with "Train the Trainer" model approach, who will later train & support all the Purchaser Users - mainly students and faculty/staff.

2. Both the Parties shall endeavor to deploy the System in **06-09** months from the date of start of the work. Timely approval of various documents and UAT signoff is the responsibility of Purchaser within 15 days else would be treated as Deemed approved.

3. In case of an event of any security breach/ unfortunate loss / damage / modifications / corruption of Purchaser's data due to any reason whatsoever; the Supplier shall make all possible efforts to recover/fix the same using its data backup & disaster recovery / rectification methodology, on immediate basis. It is necessary that in this challenging situation, the Purchaser shall co-operate with Supplier in all the requisite ways for possibility of such recovery.

4. The Purchaser and Supplier shall follow a change control process as agreed at the start of program.

5. Any compulsory integration with third-party or external system shall be as defined. Getting accurate API as well as the co-ordination with such third-party shall be the sole responsibility of the Purchaser. Any delays on part of coordination with the third party / delayed response from the third party will not be reflected on the supplier like Bank PG / SMS gateway integration /bio metric device integration etc.

6. The Purchaser shall also be responsible for actual effective usage of the System modules, and billings shall not be reduced for any un-utilized modules or parts thereof.

7. Review meetings: During the implementation phase, the Purchaser may arrange necessary online review meetings between its Governance team and the team of Supplier, on mutually suitable date and time. The Parties shall endeavor to find necessary solution(s) in such meeting(s) for timely completion of the project. As and when required, from both the sides senior authorities may also participate in on-line mode.

8. Billing Cycle: The Annual recurring cost shall be payable as at the start of session as per T & C of PO. The purchaser will ensure timely release of payments. (Within 3 weeks from the receipt of email copy invoice / Performa Invoice.).

9. Non-payment of dues to the extent of 45 days of raising the Invoice by the Supplier, may attract discontinuation of the Cloud services by the Supplier, and shall be reinstated only upon regularization of the payments so pending. In such cases, restarting services may lead to penalty charges up to 10% of the outstanding bills.

10. New compulsory development /change requested by the Purchaser shall be addressed as per PO norms if there is no such outstanding payment as on date of such request.

11. Upon completion of the defined SDLC hours, all extra development work in the System shall be chargeable by the Supplier and payable by the Purchaser, as under:

   - Implementation phase: ERP provides multiple configurations to accommodate major requirements of Purchaser. Additional agreed mandatory requirements shall be capped at maximum up to 1200 hours in 1st Year plus 5 identified customizations mutually agreed Including all initial gaps identified in As-Is & To-Be Study / Document of SDLC. For stability of ERP, Purchaser should avoid demanding Cosmetic changes. Less the changes more stable will be the ERP. The agreed changes will be given in phased manner based on priority decided mutually.

   - 2nd year onwards: Up-to 300 hours of changes shall be capped.
   - Change Request beyond capped hours: Prevailing manpower rate for customization at the time of requirement. The current manpower rate is Rs. 1200/- per Person hour of SDLC (System Development life cycle) which includes any activities such as Analysis, Development, testing, Deployment.

12. Scope of Work – As per the Purchase Order Annexure - 1 dated – **11.06.2024.**

13. Any extra work which is beyond the scope of work as defined in the proposal submitted or any re-work such as repetitive data migration, re-processing of data due to last minute changes in rules by Purchaser, wrong data entry by Users of the Purchaser, delayed Data Entry, extra last moment rules, shall entitle the Supplier to receive extra revenue as per person hour rates @ Rs. 1000/- per person hour.

14. Similarly, any new additional institutions/modules/developments required to be covered by the Supplier beyond the scope of agreed Terms, shall be chargeable by the upplier in accordance. For all such extra work / scope, supplier shall share the effort estimates. These changes shall be processed further upon estimate approval by the purchaser.

15. Since technologies are changing extremely fast, the third-party APIs as listed in Annexure VII which is offered free of charge today, may become chargeable during the pendency of this Agreement. With any such change in technology and/or global market systems, the offerings and method of billing of Supplier may accordingly change. The same shall be applicable to the Purchaser without exception, and the Parties shall both co-operate to accordingly modify this Agreement.

16. In order to ensure success of the ERP implementation, the Supplier may be required to operate according to the guidance, requirements, and instructions of the management, authorities, ERP committee, and Users of the Purchaser, even if these directives deviate

Reg.strar
SGT University
Budhera, Gurugram

from the general guidelines of this Agreement. However, such deviations may exhaustively include:

- Migrating data multiple times if the initial data provided by the Purchaser is not final.
- Cleansing of data even if it is not part of the duties of the Supplier.
- Configuring the system based on oral instructions from the Purchaser in the absence of a written rulebook (however brought on written records subsequently, and at the earliest, within no later than 30 days from the date of such oral communication).
- Performing data migration and result declaration in multiple parts due to in complete data entry by faculty members.

The Supplier shall report all significant work performed on a monthly basis to the Purchaser through a detailed Report.

The Purchaser may raise concerns or objections within 15 days of any activity or upon receipt of such a Report else it will be treated as deemed approved. The Supplier shall then take the necessary actions to address the concerns raised.

In the interest of the Purchaser and the successful implementation of the application, the Supplier shall always strive to provide the best alternative options and discuss these with the technical team of the Purchaser to reach a mutual agreement and take the necessary actions as agreed mutually.

SUPPLIER   PURCHASER

Registrar
SGT University
Budhera, Gurugram

ANNEXURE–V : Acceptance Criteria

Purchaser shall define acceptance criteria for each module. This shall help in approving / sign-off of User Acceptance Testing results. For example:

- There shall be no showstopper defects.

- 8% Failed test cases having a workaround are acceptable - which shall be fixed by the Supplier in due course of time.

- Cosmetic errors are acceptable - which shall be fixed by the Supplier in due course of time.

- Unique Test Cases for UAT and criteria shall be defined by the Purchaser Team from the time of requirement gathering and shall be tested during the UAT by Purchaser.

- All the above test cases shall qualify the requisite criteria, as under:

Success Criteria for Implementation of Modules

Module	Success Criteria
Application and Admission Management / Integration of CRM	Upto 100 Applicants
Student Profile and Information and Enrollment	Upto 100 Students
Fee Management	Upto 100 Transactions
Program and Course Management	Upto 100 Students in 02 Courses
Examination	Upto 200 Students in 03 Courses
Alumni	Upto 50 Alumni
OBE - Outcome Based Education	01 Course of 100 Students
Learning management system (LMS)	01 Course of 100 Students
Library & OPAC	500 Books with 25 Students
Dormitory (Hostel)	01 Dormitory of 50 Students

STRICTLY CONFIDENTIAL

Registrar
SGT University
Budhera, Gurugram

Accounts	01 Month Entry of 01 Cashbook
Human Resource Management System	Payroll of 50 Staff Members for 01 Month
Training and Placement	50 Students
Mobile Apps.	Upto 100 Students

SUPPLIER

PURCHASER

Registrar
SGT University
Budhera, Gurugram

ANNEXURE-VI : Third Party API & Services and Functional Use Cases

Following is the list of current Third-Party API &/Or Services and their Functional Use Cases in ERP Modules. (All the API / tools / examples listed below may not be applicable to the Purchaser and are indicative only) :

- **Bar Code/QR Code** - Used on Student ID Cards, Documents like Mark sheets, Transfer/Leaving certificates...

- **Language Tools/Fonts** - If some reports are needed in local language.

- **Text Editor** - Entering Text at various transaction pages like Remarks, Assignments, Question Bank Creations...

- **Mathematical Equation, Latex Equation** - Question Paper preparation of Mathematical/Chemical Equations/Formulae for Online Exam ....

- **Google Charts** - For Dashboards & Graphical Reports

Accepted,

SUPPLIER

PURCHASER

Registrar
*** SGT University
Budhera, Gurugram

SGT UNIVERSITY
Shree Guru Gobind Singh Tricentenary University

OFFICE COPY

Date: 29/06/2024

PO. No. U/G/265/24-25

To,

Master Soft ERP Solutions Pvt. Ltd.

Plot No. 8B-1, Sector 21, Non Sez, MIHAN, Nagpur, 441108

Phone No.: + 91 0712-3502100

GST No.: 27AAJCM7667D1Z4

<u>Kind Attn.:</u> Mr. Ankit Bajaj (Sr. Vice President), + 91 9826612234, Email: ankit.bajaj@iitms.co.in

<u>Sub: Purchase Order for Implementation of E-Governance ERP RF- Campus© at SGT University Gurugram, Haryana</u>

<u>Ref.: Your proposal dated 18.05.2024 and final discussions dated 20.05.2024</u>

Kind Attention - Mr Ankit Bajaj / Mr Gaurav Somani

Dear Sir,

Further to the detailed demonstration, discussions & evaluation of Master Soft ERP Solutions and review of your financial offer, we are pleased to confirm the Implementation of E-Governance ERP RF- Campus© at SGT University Gurugram, Haryana. The Terms of Engagement will follow in the Purchase Order, and further, the detailed SOW & Agreement (Annexure 1& Annexure 2) will be mutually agreed upon & signed.

OPEX Model: Per User Billing with One-Time Setup:

S.N.	Description	Amount (INR) Per Institute
1.	**RF-CAMPUS - One-Time Implementation cost** ➤ RF-CAMPUS Module SOW As per Annexure II A Attached. ➤ Institute Creation ➤ Master Setup, Configuration of Logos ➤ Detailed Implementation and Training ➤ Important Functional Alignment for Critical Activities ➤ Data Migration from Standard Excel Format of Live Students Data, Exam Data, and Faculty Data for all active students. ➤ Integration with Payment Gateway as per SGT need. ➤ SMS, WhatsApp, and Email Integration ➤ Customization Hours: Maximum up to 1200 man/ hours in 1st Year plus 5 identified customizations mutually	₹ 20,00,000 + Taxes (One time Implementation cost)

Accepted

(Ankit Bajaj)
29/06

Page 1 of 4

HEAD PURCHASE
SGT UNIVERSITY BUDHERA
GURUGRAM (HR.)

Phone : 0124-2278183-85, Fax : 0124-2278151 Website : www.sgtuniversity.ac.in Email : info@sgtuniversity.org
Budhera, Gurugram-Badli Road, Gurugram (Haryana) – 122505

	agreed will be free of cost Including all initial gaps identified in gap analysis document. ➢ Post Go-live Support and Training – 800 Person Hours for end-users.	
2.	**Monthly Recurring Cost** ➢ ERP Monitoring and Fine Tuning ➢ Security and mandatory upgrades ➢ Implementation Support ➢ Managing Cloud Hosting ➢ Customization Hours: Maximum up to 300 hours per annum (from 2nd Year Onwards – Minor mandatory Developments) ➢ Min. 10,000 students	₹ 48 + Taxes Per Student/ Month
3.	**Dedicated Cloud Hosting on Microsoft Azure Cloud** ➢ Consumption will vary based on services utilized, No. of Users and Usage ➢ Billing as per Actuals ➢ Provision for data security, real time backup & disaster Recovery / BCP to be ensured by MasterSoft.	₹ 8 Lacs + Taxes Per Annum

- **Contract Period and Escalation: -**
  - ➢ Contract Period: 5 Years from the date of Go-Live which can be further extended for a period and terms & conditions as mutually agreed.
  - ➢ Escalation: 7% each year on last year's billing applicable from the 03rd Year.

- **Payment Milestone**

  - **First Year Payments**
  - ➢ Advance setup cost of Rs. 20/- Lacs + Taxes will be released after the acceptance & confirmation of the purchase order and Agreement by Master Soft.

  - ➢ First instalment of the recurring cost Rs. 17/- Lacs + Taxes (Rs. 48 + tax Per students/Months) will be released upon submitting the To-Be document and acceptance along with setting up and handing over of instance with all academic Modules.

  - ➢ Second instalment of the recurring cost Rs. 17/- Lacs + Taxes (Rs. 48 +tax Per students/Months) will be released upon offering system for UAT / Live Transactions of all academic modules.

  - ➢ Final instalment of the recurring cost Rs. 23.6 + Lacs +taxes (Rs. 48 +tax - Per students/Months) will be released after Go-Live of all academic modules.

Accepted

Page 2 of 4

HEAD PURCHASE
SGT UNIVERSITY BUDHERA
GURUGRAM (HR.)

● **Second Year onwards Billing (FY 2025-26)**

Second Year onwards, recurring student annual billing will start after one year from the date of Go-Live of all modules in the first year. The half yearly (semi-annual) payment is to be made in advance with a minimum of 10,000 students assured billing.

- Cloud cost of Rs. 8/- Lacs + Taxes to be always released in advance for the year and to be billed from the date of instance setup. The monthly consumption will be informed on a month-by-month basis. Master Soft will ensure optimum cloud setup for good speed & lower billing. Balance / extra consumption will be adjusted in next year's cloud consumption on an actual basis.

- While provisioning the cloud architecture, Master Soft will ensure the real time backup of ERP Software and disaster Recovery provisions to ensure the compliance requirement of business continuity and to avoid any data & business losses in case of occurring any incident.

- List of modules enclosed in SLA of Annexure II A

- Both parties will be endeavoured to deploy the complete software in 06 – 09 months from the date of issue of the purchase order.

- The RF-CAMPUS Copyright and IPR is of Master Soft, and data will be the ownership of SGT University Gurugram Haryana.

- Rate quoted are exclusive of taxes and applicable to be billed as per actuals.

- Other consumable will be billed as per actuals like bulk- SMS, Email, WhatsApp, and any other third-party licenses.

- Best onsite & Online support will be ensured by Master Soft and institute management will ensure best support and availability of users from time to time.

- Guest House Accommodations and food for Master Soft onsite resource for the entire period of the project to be arranged by the University.

- All legal disputes if any shall be under the Delhi -NCR Jurisdiction.

- Master Soft to nominate their most experienced implementation / support personnel for the implementation of SGT Project.

- The actual implementation plan, timeline and methodology should be mutually discussed and agreed between Master Soft and SGT team considering the SGT priorities prior to commencement of the project.

- All implementation activity shall be subject to User Acceptance as follows:
    a. Functionality Levels
    b. Module Levels
    c. ERP Comprehensive implementation level including integration & testing of modules.

- A Proper testing and acceptance process shall be followed before deployment on Production environment.

- All initial customization & gaps identified during System Study will be done by Master soft before going for user acceptance testing and deployment of production environment access given to users for live transactions.

Accepted 29/06

Page 3 of 4

- Confidentiality, Security and Non-Disclosure – Master Soft will be required to execute the agreement binding itself to refrain from disclosing or using any confidential and/ or other data of SGT University to any third parties without prior written consent of University's Competent Authority. MasterSoft shall obtain such an consent from SGT Competent Authority to ensure confidentiality and non-disclosure. A separate agreement shall be executed in favour of the university for this purpose soon after receipt of this purchase order.
- Total no of active students will be billed subject to minimum of 10000 number of students and there will be no charge for staff and faculty members in per student / charge base op-ex operating model.
- Master Soft shall share the comprehensive, written manual of document defining the security and back-up architecture as part of its deliverable. For any event occurring during or after completion of implementation full logs with audit trail and investigation report shall be provided to SGT University at regular intervals or immediately on discovering any breach or untoward event.
- Master soft will manage Migration of legacy data once SGT provides the relevant data in the prescribed Excel format.
- Any other 3rd party software integration with ERP will be discussed and mutually agreed for additional efforts and compensation.
- Master Soft will supply the necessary data in report format for statutory bodies.
- Accreditation management will be aligned with the updated norms.
- SGT will ensure that that key personnel are always available during ERP Training, demo, workshops, and knowledge transfer sessions.
- Master Soft will ensure compatibility / support with all existing and new versions of internet browsers to stay updated as per technology requirements.
- Master Soft will provide all periodic global upgrades/ amendments Free of Cost.
- The detailed responsibilities, implementation plan and other terms and conditions will be defined in the agreement which is to be signed by both SGT and Master Soft.

We look forward to the best services.

For SGT University

Authorised Signatory HEAD PURCHASE
SGT UNIVERSITY BUDHERA
GURUGRAM (HR.)

Accepted

(Ankit Bajaj)
29/06

Page 4 of 4