



Proposal for
CAMPIFY - Digital Campus (Web & Mobile App) Solution
for



SANTOSH
Deemed to be University
(Established u/s 3 of the UGC Act, 1956)

SANTOSH UNIVERSITY

November 2018

Version 1.0

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Address: 1C Raintree Place, 7 McNichols Road, Chetpet, Chennai 600 031.

support@mslabs.in | +91-44-42059555

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PROPOSAL DOCUMENT APPROVAL / SIGN-OFF

The following Software Requirements Specification has been accepted and approved by the following authorized personnel representing their respective organisations:

Signature	Name and Contact No.	Title	Date

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1. About

1.1 About Santosh University

In 1995, the Santosh Medical/Dental Colleges and Hospitals came up as one of the top institutions in India to study medicine in Ghaziabad. The university has been offering an MBBS course since 1996 with a total intake of around 50 students per year. 2005 onwards, the course was recognized by the Ministry of Health and Family Welfare of the Government of India and the capacity of accepting a particular number of admissions was increased to 100. 20 years after its inception, the institute is considered as the best medical university, India.

In the same manner, Santosh Dental College started in 1995 with an aim of imparting a higher level education in dentistry. The institution offers a foundation course in BDS since 1996 by accepting about 40 students annually. But the number of admissions went up higher to 100 per year after 2005. It has now become the best university for higher education.

1.2 About Muthu soft Labs

MS Labs (Muthu Soft Labs - ISO 9001:2015) was established by a team of highly skilled software architects, web designers and consultants. We deliver business value through pooling the expertise gain from a wealth of industry knowledge.

We work to assist businesses realize their full potential through a flexible, individual approach for every project. We aim to deliver complete business solutions by providing digital consultancy, software architecture, web development, web design and implementation services as well as the delivery solution for the medium to the large corporations.

This holistic approach has allowed us to develop innovative strategies for applications that can be applied to a range of digital mediums and technologies. On any project, we take the time to realize your business needs and those of your clients in order to deliver unbeaten software solutions.

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2. Benefits of SU Web Portal & Mobile App

- Connects corners of Santosh University through Intranet , Internet & Mobile App converts the campus into 'Digital campus'
- Converts the physical campus into a virtual and knowledge campus.
- It provides an electronic -System frame work.
- Facilitates easy interdepartmental communication
- Online access by parents results in enhanced engagement.
- Time saving
- Availability of features such as Quick SMS alerts, etc.
- Management can take decisions on the fly.
- Improves the management monitoring system.

CONNECTED TO FOLLOWING CONSTITUENT UNITS AND DEPARTMENTS

Constituent Units	Departments
<ul style="list-style-type: none">➤ Medical colleges➤ Dental Colleges➤ Biomedical Colleges➤ Paramedical Colleges➤ Ph.D & Research	<ul style="list-style-type: none">➤ Academic section➤ Medical Education Unit➤ Controller Of Examination➤ Research & Development➤ Accounts & Finance➤ Library➤ Hostels

3. Project Objective

- To facilitate students, staffs and management to get hassle free access to the information.
- To design and implement the service-centric digital campus
- To provide online access to parents resulting in enhanced engagement.
- Campus goes paperless become a Green Campus.
- Any payment or cash transaction will be digitized.
- To have access to timely and accurate MIS Reports.
- To implement the wireless network construction, digital resources sharing system and self-learning platform.

4. Stake Holders

- Students
- Parents
- University / Management
- Colleges
- Departments
 - Faculty (Teaching Staff)
 - Non-Teaching Staff
- Hostel
- Accounts
- CoE
- Library
- Registered Public

5. System Design

System design shall majorly focus on the following points

- Authentication - Registered users only can access the application
- A firewall can provide some protection against parameter tampering.
- A secure configuration protects vulnerabilities against hacker attacks.

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- Client side and server side validation can be used for validating the input values.
- Try, throwing and catch can be used exception handling mechanism.
- Authorizing specifying access rights/privileges to the user based on the role.
- Auditing records domain-level events for any transaction, a user performing an action, etc. Logging typically records implementation level events that happen when the application is running.
- Encrypting, Decrypting or hashing technique would be followed for sensitive data handling.
- API Services for required Module (For Eg: Tally Upload)

6. Broad Level Scope of Work

- A. Requirement Gathering
- B. Master Data Collection
- C. Design and Develop Web Application
- D. Design and Develop Mobile Application
- E. MIS Reports
- F. Deployment
- G. Operations, Maintenance & Support

7. Project Overview

7.1 Category of Courses

Either few or all of the below categories of courses are available in the above-said faculties

- Under Graduate Programme
- Post Graduate Programme
- Diploma Programme
- Post Diploma Programme
- Ph.D Programme

A total of 58 Courses are available together in all the above colleges

7.2 Student Admission System – Workflow

The student admission system shall be done online in SU portal. The student admission system contains the below modules.

- New Student Entry
- Online Student Registration
- Admission-Online
- Post Admission process

A. New Students Entry

- After the selection process by the SU of student academic section shall verify their documents then upload details
- Unique admission number will be generated to each student.
- Student can register as user in the SU portal with the following details
 - Admission ID
 - User id
 - Password
 - E-Mail
- A verification mail is sent to the student and upon verification they are allowed to proceed with the portal and mobile app.

B. Online Student Registration & Payment

- Post Login, the application system will obtain the requisite details of student such as the following (sample fields)
 - Name
 - Sex
 - Address
 - Father's name
 - Mother's name
 - Phone number
 - Date of Birth
 - E- Mail id

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- Institution in which last studied
 - Nationality
 - Community
 - Religion
 - Ex-Servicemen
 - Divorced/Widow
 - Course to which the student is applying (*Based on the course additional relevant details of course like specialization shall be prompted*)
 - Sibling if any studying in this institution
 - If the Student is an Alumni of the institution
 - Upload Photo
 - Upload Documents
 - Upload Signature
- Once the above details are entered or updated in the portal it re-directs to the payment gateway.
- All the payment modes are available for the student to make payment such as
- Internet banking
 - Debit Cards
 - Credit Cards
 - UPI/BHIM
 - E-Wallets
 - The amount gets credit to the pool account of Santosh University Trust Account
 - Requisite MIS reports for the payments shall be provided to the college in the dashboard and also as e-mail

C. Post Admission process

- Biometric Registration (Optional)
- a. Each student is required to visit the admission section on the pre-determined date to complete the bio-metric registration
 - b. Student visits Admission section and the bio-metric registration gets completed
- ID card
- c. ID Card which is printed and given by the admission section on the following day of registering the Bio-metric

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- Any additional facilities like the below are optional and the required inputs are obtained and processed as laid out by the respective section
 - d. Hostel
 - e. Transport Arrangements

7.3 Time Table Process

Existing System: The respective colleges & department's manually preparing time table for theory, practical & clinical postings and send to academic section, they were verified and notified to staffs and students through notice board and circulars.

Proposed System:

- Timetable for each course/ Clinical postings shall be prepared and uploaded by any of the following
 - Corresponding departments
 - MCIs
 - Academic Section & Course In-charge
- Changes can be proposed in time table by the respective course incharge
- The modifications done shall be notified to related students as well as faculty through mobile app/SMS/e-mail.
- Each session in the time table shall possess all the below said details.
 - Course
 - Specialization
 - Subject
 - Block in which class shall be conducted
 - Session number
 - Day Count
 - Date
 - Day of the week
 - Start Time
 - End Time
 - Class type
 - Department
 - Staff name
 - Topic to be covered on this day

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7.4 Student Administration

Santosh University web portal system shall automate various other Student Administrative activities as described below.

Existing System: Students applying any type of certificates through manual request as a letter to academic section then it has been processed and given to students.

Proposed System:

Bonafide Certificate

- Many students apply for Bonafide certificate for any of the following
 - Participating in Events at Other colleges
 - Pursuing Higher studies & etc.,
- Students applying for bonafide shall apply online with the following details
 - Purpose of application
 - Specific remarks if any to be added
- The application shall be processed by the below officials in hierarchical manner
 - HOD - They forwards the student request online to the Student Section
 - Academic Section - Official at the Student Section authorizes and generates a bonafide certificate online
 - Dean - They confirms the bonafide and authenticates the same online using Digital signature
- On completion of this step, bonafide certificate get generated online and reaches portal of the student and they gets a notification
- Student shall download the same and submit to any institution
- No physical document is required since the same is signed by Digital Signature

No dues verification

- Students apply for No dues Certificate shall apply online by specifying the purpose such as
 - Applying for Examination
 - Vacating hostel
 - Course Completion
- The application shall be processed by the below officials in hierarchical manner
 - HOD - They forwards the student request online to the Student Section
 - Student Section - Official at the Student Section specifies that there are no dues
 - Library Section - Official at the Library Section specifies that there are no dues

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- Hostel Section - Warden at the Hostel specifies that there are no dues
- Dean - On confirmation from all of the above, Dean generates the No dues certificate and authenticates the same online using Digital signature
- On completion of this step, No dues certificate get generated online and reaches portal of the student and they gets a notification
- If any of the above layer does not give a No due certificate, then a notification goes to the student in order to clear the respective dues
- Student shall download the same and also all the requisite departments will get the No dues of this student in their portal for their verification

7.5 Examination & CoE Process

Existing System:

- Examination schedule has prepared by academic & COE departments.
- Examination application has obtained from students and generate fees that will be collected by accounts section.
- Academic section prepares exam appearing student list and award sheet that will be submitted to departments. Department has entered their subject wise marks.
- Mark sheet and Results will be notified and issued to students.

Proposed System:

- It is proposed to prepare academic and syllabus along with year-wise theory and practical examination schedule in COE module.
- Students shall apply examination and pay fees in online portal
- Verifies online exam applications and uploads hall ticket.
- Paper valuation has been done through separate module; it will not be integrated with any existing system because of confidential.
- Marks will be entered by COE & academic section. Promotion & Final Award sheet will be generated automatically.
- Results will be published in online portal; students can check their result.
- Prepares mark statement and upload in online module.
- Students can download mark statements with their registered online.

7.6 Library Process

Existing System: All activities related to library is maintained manually.

Proposed System: It is proposed to library module will provide basic functionalities as follows.

- Incharge can have the option for upload existing books / Journals / Non Book (CD/DVD) in library module along with barcode facility.
- Users can Search Available Books / Available Journals / Non Book (CD/DVD)
- Users can reserve books and borrow the books at estimated time.
- Users can view Borrowed History
- Users can view Available Balance

7.7 Accounts Section

Existing System: Accounts section are maintained in Tally software.

Proposed System: It is proposed to accounts module will provide in online portal as follows

- It handles heads of accounts, course master, fees master & student's master.
- All fee related information will be finalized by accounts section.
- Refund option is to be enabled for the below categories of students
 - Hostel students
 - Discontinued students
- Library late fee, Breakage fee calculation shall be done by the system.
- Application will allow Part Fee collection
- Automatic Late Fee Calculation
- Automatic upload data to Tally software.

Reports

- Fee Payment Reports
- MIS Reports

8. Features of Mobile App (Android / iOS)

- All types of Alerts & Notifications (Examination, Time Table, Fees, Announcement & Circulars)
- Enable Online Payment
- View Online Receipts
- View & Download Hall Ticket
- View & Download Mark sheet

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- View Results
- View Library Books Availability
- View Academic Calendar
- View Attendance
- Create & View Polls, Group Chats, Documents sharing
- View & Update Profile
- Submit Grievance & View Status.

9. Users of the system

The system will provide support for the following Users to fulfill the functions as detailed in the below respective sections

- Students & Parents / Staffs / Employees
- Head of the Department's
- University/ College Officials
- Registered Users
- Super Admin / Admin / Managements
- Officials

10. Other requirements

10.1 University & Department Data

- Department Data
- Course Data
- Student Data
- Faculty Data
- Employee Data
- College Fee structure for the Students
- Hostel Fee Structure for Indian and International Students
- All data can be fetched through Web Services / Offline upload

10.2 Infrastructure and Resources

- Campus Network
- Host Server
- Storage Devices

10.3 Stakeholder Responsibilities

Software vendor will be responsible for the following:

- Design and Development
- Plan activities and monitor progress
- Report status to client on a regular basis
- Testing and bug fixing
- Fixing bugs identified in User Acceptance Testing (UAT)
- Provide Training during the Implementation phase till launch

University will be responsible for the following: -

- Provide inputs for system requirements
- Provide relevant contents, facts and figures for the System
- If any offline upload, need the structured data in csv, excel or XML
- Review requirements specifications and provide timely clarification to all queries
- User Acceptance Testing
- Procure and provide the Hosting Solution and Infrastructure
- Ensure data entry is made by the respective Officials for updating the system wherever applicable
- SMS/Email Gateway

11. Interface

11.1 Hardware Interfaces

- Biometric Devices (Optional)

11.2 Software Interfaces

The application shall be developed and hosted on the following Architecture and Platform:

- Front End / Dashboard : HTML5, PHP 5.6, CSS3, JavaScript
- Architecture : MVC Architecture
- Application/Web Server : Apache / NGINX
- Android : Native Android App build with Android Studio
- iOS : Native iOS APP build with Xcode (iOS SDK)
- Database Server : MySQL 5.7
- Operating System : Linux
- SMS Gateway : Push and Pull SMS Gateways supporting major networks
- Email Gateway : SMTP via secured provided by Institution

12. Implementation Phases

The implementation will be done in a phased manner with the following milestones:

12.1 Requirement Analysis and SRS Sign-Off

The Requirement will be studied in detail and a Software Requirement Specification (SRS) submitted for acceptance. This will help in defining the scope of the Project and to set the pace for development of the Project in coordination with the Client. The Requirements as detailed in the signed-off SRS shall be the final Requirements.

12.2 Design, Development, Testing and UAT Sign-Off

We shall design the solution in software terms, develop the code and test the solution on our Testing Server and provide the User Accounts for Users to login and test-run the Solution. The User Acceptance Testing (UAT) exercise shall be carried out with the client till all the open points are closed and the application is ready for launch. The client shall certify the solution as acceptable to deploy by signing the UAT.

12.3 Go-Live, Training and Support

On UAT sign-off, the solution shall be deployed on the Server identified for Hosting of the Solution with live accounts, data and security measures in place. The application shall be supported and maintained for a period of three months from go-live. Necessary training shall be provided to the Users of the System to use the Software. University/ College shall make all arrangements for the Users and the Venue for conducting Training.

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13. Commercial Proposal

➤ The following is the commercials we propose for implementation of the entire Project:

Sl.No	Description	Amount in Rs.
1.	Software Implementation Cost for Online Portal & Mobile App	25,00,000.00
2.	Software Cost per User/Student @ per Month	70.00
	Rupees In Words ()	

Terms & Conditions

- The proposed cost is for the Core module of the application.
- All amounts are exclusive of Taxes. GST (@ 18.0%).
- User Based License Starts once UAT Sign-off
- We will appoint one of our technical person in the Campus for your assistance
- Cloud server will be bared by us.

Payment terms:

- 50% Along with the purchase order in the Software Implementation Cost
- 25% on during the Implementation
- 25% on UAT sign-off
- User Based License Cost will be billed quarterly



SOFTWARE AS A SERVICE (SAAS) CONTRACT

CONTRACT NO. : SU/ GI/2021221011
PROJECT NAME : G5 Platform
“Party A” : Santosh Deemed to be University
“Party B” : Global Infoventures Pvt. Ltd.
SIGNING LOCATION : Ghaziabad
SIGNING DATE : 21-June-2021

SOFTWARE AS A SERVICE (SAAS) CONTRACT

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CIN : 1723001P2016PTC077440

Regd. Office : KC - 38 Kavi Nagar, Ghaziabad

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SOFTWARE AS A SERVICE (SAAS) CONTRACT



SOFTWARE AS A SERVICE (SAAS) CONTRACT

SECTION 1 – DEFINITIONS

This Software As A Service (SAAS) Contract is entered into between “Santosh Deemed to be University” (hereinafter referred to as “Party A”) and Global Infoventures Pvt. Ltd. (hereinafter referred to as “Party B”) in respect of the software product “G5 Platform”. Both, “Party A” and “Party B” agree that the following terms and conditions will apply to the services provided under this Contract and Orders placed thereunder.

“Party B” will be responsible for the system deployment, upgradations though newer versions, maintenance and technical support, and it will provide “Party A” with related services that are agreed upon in this contract. In accordance with the relevant provisions of the “Contract Law of the Judiciary of Govt. of India” and applicable regulations, and in order to specify the rights, obligations, and economic responsibilities of both parties, both parties have agreed through mutual discussion and consultation to sign this contract. The contract terms are specified below:

The terms listed below should have the following meanings in this contract:

- 1.1 “**Party A**” refers to “Santosh Deemed to be University”, the client seeking the deployment of the “G5 PLATFORM”.
- 1.2 “**Party B**” refers to “Global Infoventures Pvt. Ltd.”, the proprietary owner for “G5 Platform” and its constituents.
- 1.3 “**Either party**” refers to either “Party A” or “Party B”.
- 1.4 “**Both parties**” refers to “Party A” and “Party B”.
- 1.5 “**The contract**” refers to this contract, and to all of its inseparable attachments that make up the contract.
- 1.6 “**The system**” refers to the set of applications constituting the software and related hardware to be provided in accordance with the requirements that are set forth in this contract.
- 1.7 “**Third party software**” refers to software outsourced from third party such as operating systems and databases that are attached to the hardware equipment or that are essential to the proper operation of the whole system.
- 1.8 “**Application Software**” refers to the Software that will be handed over as a Service to “Party A” to meet its requirements.
- 1.9 “**Technical documentation**” refers to all technical parameters, manuals, and other proprietary information that are specified in the contract and to related documents on the operation, maintenance, and testing of the system.
- 1.10 “**Technical services**” refers to services that are provided in accordance with the contractual provisions, such as system deployment, enhancements, operation, maintenance support and others.

SOFTWARE AS A SERVICE (SAAS) CONTRACT

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Prakash

- 1.11 **“Software upgrades”** refers to program modifications and corrections that are performed by “Party B”, including code changes and alterations of end-user documentation that do not materially change program indices or involve version upgrades.
- 1.12 **“Version upgrades”** refer to major improvements of application programs, which are certified by “Party B” to be new versions. Such improvements expand, alter, and enhance programs by increasing functions and performance while retaining the purpose of the original programs.
- 1.13 **“Site”** refers to the specific usage and configuration location as designated by “Party A”.
- 1.14 **“Training”** refers to the operating principles, operation and maintenance of the system, as well as to other related knowledge, that are taught to “Party A” by “Party B”.
- 1.15 **“The final test”** refers to the last test before the deployed system, or its enhancement / upgrade goes into regular operation. The test contents include the operating stability of the application software.

SECTION 2 – PROJECT CONTENTS AND REQUIREMENTS

- 2.1 “Party A” intends to use “G5 Platform” at its site as per the terms of this contract.
- 2.2 “Party B” will deploy the cloud-based “G5 Platform” on turnkey basis, upgrade it from time to time and provide maintenance and technical support during the contract period.
- 2.3 “Party B” will provide unlimited user licenses for the “G5 Platform” to “Party A”,
- 2.4 The contents that are referred to in this contract should include but are not limited to the one listed below:

Scope & Component Details:

- AURA- The GI Cloud:** Deployment at GI Data-Centre
 - SIM- The Core Engine:** Integrated Database, Modules and sub modules
 - DIT- The Digital Identification Technology:** Smart ID Cards, Smart Card Readers, Biometric Technology
 - VIEW- The Reporting Engine:** Interactive MIS, Reports, Searches & Dashboards, BI & Predictive Analytics
 - My Connect- The Portals:** Student Portal, Parent Portal, HR Portal
 - CBS- The Collaborative Business Services:** Payment Gateways, SMS & email Centre, Knowledge Centre
 - M-Apps- The Mobile Apps:** Mobile App for Students, Mobile App for Parents
 - Project Management:** Team for implementation at Client's Location
- 2.5 All the Hardware and Equipment deployed by “Party B” during the contract period would at all the times (during the contract or in case of termination or completion of contract) remain the property of “Party B”. “Party A” would only have use rights of all such Hardware and Equipment deployed during the contract period.



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SECTION 3 – SOFTWARE AS A SERVICE

- 3.1 During the Subscription Term, “Party A” will receive a nonexclusive, non-assignable right to access and use “G5 Platform” as the SaaS Services solely for their internal business operations subject to the terms of this Agreement.
- 3.2 Under SaaS, “Party B” only leases the use rights of software to “Party A”, which should use this system within the license provisions.
- 3.3 Proprietary technology that is involved in the software is owned by “Party B” and is protected by copyright laws. The ownership or naming rights to the software are not transferred to “Party A”.
- 3.4 The software that is provided by “Party B” is not involved in any copyright disputes. If the use of software that is provided by “Party B” results in a copyright dispute, “Party B” will assume responsibility for all consequential losses to “Party A”.
- 3.5 “Party A” acknowledges that this Agreement is a services agreement and “Party B” will not be delivering copies of the Software to “Party A” as part of the SaaS Services.
- 3.6 “Party A” shall not, and shall not permit anyone to:
- i. copy or republish the SaaS Services or Software,
 - ii. make the SaaS Services available to any person other than authorized users,
 - iii. use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties,
 - iv. modify or create derivative works based upon the SaaS Services or Documentation,
 - v. remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the Documentation,
 - vi. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law, or
 - vii. access the SaaS Services or use the Documentation in order to build a similar or competitive product. Subject to the limited licenses granted herein, “Party B” shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. “Party A” agrees to assign all right, title and interest it may have in the foregoing to “Party B”.

SECTION 4 – SYSTEM CUSTOMIZATIONS & MODIFICATIONS

- 4.1 “Party B” may, but shall have no obligation to, consider Client's suggestions or requests regarding new enhancement in functionality or features of the Services. All modifications

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Verd
3-7-2021



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proposed or requested in an Enhancement Request shall be the exclusive consideration of "Party B". "Party B" may, in its sole discretion include such modifications in a future version of the Services, but "Party B's" acceptance of an Enhancement Request shall not obligate "Party B" to include the proposed / requested modifications in any specific version of the Service.

4.2 Changes in reporting formats and structure

These changes relating to reporting requirements in terms of formats etc. shall be done routinely as per client's requirements. Such changes, as and when required by "Party A", shall be implemented as soon as practical.

4.3 Minor changes not affecting Software design & architecture

Minor changes, not affecting basic software design & architecture, shall be communicated to Technical Team of "Party B", who after evaluating the requirements with the existing best practices, estimate the efforts and time required for implementing these changes. The time-frame for such changes shall be communicated to "Party A" as per the technical feasibility.

4.4 Major changes in Software design & architecture

Major changes in data structure, its representation & Analytics would not be made in a running version. Such structural modifications should be proposed well in advance. After detailed discussions and deliberations between both parties, a thorough analysis in terms of Technical feasibility, required time & resources, and impact of these changes on the existing data and processes shall be conducted by "Party B". If technically feasible, the software platform shall be modified, tested and implemented in the next upgrade / version.

4.5 "Party B" reserves the right to accept/reject any requirement for changes in software on technical ground, or on ground that such changes shall affect the consistency of the software, or if such changes represent significant deviation from best practices.

SECTION 5 - TRAINING

5.1 "Party B" would draw up a training program based on the project requirements, such training program will be regarded as the basis for the training from time to time, during the contract period.

5.2 "Party B" promises to provide technical training to "Party A's" designated employees. The time schedule and the venue for training will be jointly agreed upon by both parties.

SECTION 6 – DOCUMENTATION

6.1 "Party B" promises to provide necessary operations related documentation during the system deployment and enhancement process.

6.2 Unless otherwise provided, "Party A" may, in the reasonable exercise of its rights to use this software, print out the electronic software documentation that is attached to the



Handwritten signature

software.

SECTION 7 – SYSTEM SIGN-OFF

- 7.1 The final test of the system should be carried out with the joint participation of both the parties. The actual users of “Party A” will conduct the specific test work. The test results should be recorded in detail, and the participating staff of both parties should sign and certify each item. The representatives of both parties must sign the entire test results.
- 7.2 After the system passes the final test of a specific domain, the person authorized by “Party A” would issue the formal Sign-off for the respective domain within two days after the completion of the test. This Sign-off shall be treated as the Final Go-Live of the System.
- 7.3 Starting on the day of the Sign-off, the system automatically enters the official operations warranty period, which lasts till the contract period.

SECTION 8 – SERVICE, MAINTENANCE AND WARRANTY

- 8.1 During the project implementation process and after the system goes into operation, “Party B” promises to provide “Party A” with the relevant services and maintenance.
- 8.2 After the service and maintenance program is initiated, neither party is entitled to revise it unilaterally. If the maintenance contents need to be revised due to technical needs, “Party A” should notify “Party B” in writing, both parties should consult each other and approve the revisions.
- 8.3 If the service and maintenance program need to be revised due to operational needs of “Party A”, it should notify “Party B” in writing. “Party B” should, in consultation with “Party A”, draw up a new service and maintenance program, and submit it for approval to “Party A”.
- 8.4 In order to ensure that the said system operates smoothly and safely after the project development is complete, “Party B” promises to provide maintenance service for the project during the contract period. The response time for software maintenance problem and database maintenance shall be minimal.
- 8.5 During the tenure of the contract, “Party B” will place one service engineer at the site of “Party A” for the proper functioning of the project. The boarding and lodging of the engineer/s shall be responsibility of “Party A” and traveling shall be responsibility of “Party B”.



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SECTION 9 - CONTRACT PERIOD, AMOUNT AND PAYMENT METHOD

9.1 This agreement shall be effective from July 01, 2021 and shall be valid subsequently for a period of 4 years i.e. June 30, 2025. The terms and conditions may be reviewed on annual basis or as mutually agreed by both the parties. The reviewed/modified terms shall be added as Annexure to this agreement. After the completion of the term, the contract can further be renewed on mutual consent.

9.2 Applicable Price:

S. No.	Description	Value
A	Cost (per student per year)	As per the Suggestive Breakup specified below [#] i. For New Students: To be collected directly from the students at the start of every session. INR 1200 per annum per student + GST ii. For Existing Students: To be paid in Advance by Santosh Deemed to be University. INR 900 per annum per student + GST
B	One-time Setup Charges (Non-Refundable)	INR 10 lacs + GST
C	Taxes	GST – 18%
D	Minimum Number of Students to be billed on Annual basis	Base number of students guaranteed by “Party A”: 3000 students
E	Contract Period	July 01, 2021 to June 30, 2025.
F	Annual Increment	No Annual Increment during the 4-year contract period specified above. The rate for all the students shall remain frozen for the entire duration of their program.
G	Lead Time	30 Days

Suggestive Year-wise Breakup of New and Existing Students for 4-Year Program

NEW STUDENTS Collected Directly from Students	EXISTING STUDENTS Paid by Santosh Deemed to be University
2021-22: 1st Year students Only	2021-22: 2nd, 3rd & 4th Year students Only
2022-23: 1st & 2nd Year students Only	2022-23: 3rd & 4th Year students Only
2023-24: 1st, 2nd & 3rd Year students Only	2023-24: 4th Year students Only
2024-25: All students	2024-25: NIL

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- ii. Contents that are in the public domain through publications or other reasons (excluding unauthorized actions or negligence), and that have become common knowledge;
- iii. Contents provided by any third party without restrictions, for which contents the said third party has no express or implicit confidentiality obligations;
- iv. Contents that are required by law to be disclosed to any institution or organization.

SECTION 12 PATENTS AND INTELLECTUAL PROPERTY RIGHTS

- 12.1 Both contracting parties should protect patents that appear in the contract.
- 12.2 Both parties guarantee each other that neither the equipment nor any part of it that either Party uses in the contract is subject to claims or legal proceedings filed by a third party concerning infringements of its patents, trademarks, industrial designs, or other protected rights.
- 12.3 Third-party services or goods: In case where "Party A" uses other services or purchases goods, which are provided by another person or company, the use of these other services or goods may be subject to separate terms between "Party A" and the company or person concerned. "Party A" hereby agrees that "Party B" shall have no liability or obligation relating to these third-party services or goods.
- 12.4 "Party B" holds the entire intellectual property rights to software products provided to "Party A" as well as to their subsequent revisions / enhancements made by "Party B" for the work requirements of "Party A" in the domain of G5 PLATFORM.

SECTION 13 – FORCE MAJEURE

- 13.1 Force majeure refers to events such as fires, floods, earthquakes, or other events that are regarded by both parties to be force majeure factors. The confirmation of a force majeure event must be based on legally valid supporting documents that are provided by an authoritative body that is jointly recognized by both parties.
- 13.2 If either party is forced to suspend or postpone the contract due to force majeure event, the postponement period will equal to the time when the force majeure is in effect.
- 13.3 The affected party should notify the other party in writing of the occurrence of a force majeure event as soon as possible.
- 13.4 After a force majeure event ends or is eliminated, the affected party should notify the other party in writing as soon as possible that the force majeure event is ended or eliminated.
- 13.5 If the force majeure event exceeds two months, either party should contact the other party to resolve the matter.
- 13.6 If the force majeure event exceeds three consecutive months, either party is entitled to terminate all or part of the contract.



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For Payment by Institution (Santosh Deemed to be University):

- Billing & Payment for would be done on QUARTERLY basis, in advance.
- All the payments shall be made through NEFT/DD/RTGS.
- Any sum not paid by “Party A” when due shall bear interest from the due date until paid at the lesser of: (i) 10 percent per annum or (ii) the maximum rate permitted by law. In addition, if “Party A” is more than 30 days late in paying an invoice, “Party B” may suspend the Services with an additional 10 days advance written notice to “Party A”.

For Collection Directly from the Students:

- The amount shall be collected by “Party B” directly through cash collection / online payment from the students at the start of every session.
- In case of non-payment by defaulter students, “Party A” shall make the payment to “Party B” on behalf of the defaulter students and recover the dues from them.

SECTION 10 – QUALITY ASSURANCE

- 10.1 “Party B” is responsible for providing “Party A” with technical training and technical advisory services in order to ensure that the system can operate in accordance with the stipulated criteria under the conditions of good environment, and proper maintenance.
- 10.2 In the course of the project, “Party B” should provide “Party A” with the necessary operations advice and coordinate with relevant departments of “Party A” for necessary support to “Party B”. When necessary, “Party A” should convene the meeting of relevant departments to hold an operation coordination conference, in order to ensure smooth implementation progress.

SECTION 11 – CONFIDENTIALITY

- 11.1 Both parties have unanimously agreed through consultation that, while the contract is in effect and after the contract is terminated, either party will keep in strict confidentiality the secret information about affairs, business, documentation or operating methods that it holds pertaining to the other Party. If required both the parties may sign a separate Confidentiality and Non- Disclosure agreement. Except with the authorization of the other party or due to the need for related parties to conduct operations, neither party may disclose any confidential information at any time to any person. Both parties further agree not to turn over any confidential information to any person, unless with the written consent of the Other party or due to a reasonable need of one party to fulfill its obligations. Both parties agree not to copy or transcribe confidential information.
- 11.2 This clause does not apply to the contents listed below:
- i. Contents that are, when provided, already in the public domain or in the category of common knowledge;

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SECTION 14 – BREACH OF CONTRACT

- 14.1 After the signing of this contract, if the contract is terminated because of “Party B”, “Party B” will pay “Party A” a breach penalty of 5% (05 percent) of the contract amount.
- 14.2 After the signing of the contract, if the contract is terminated because of “Party A”, “Party A” will pay “Party B” a breach penalty of 5% (05 percent) of the contract amount.
- 14.3 Excluding force majeure events, if the project deployment period is delayed due to what both parties jointly agree to be “Party B”’s fault, (such as the failure to implement, improper functioning), “Party A” assumes no liability.
- 14.4 Excluding force majeure events, if, due to what both parties jointly hold to be “Party A”’s fault, a system malfunction occurs and causes a production loss, “Party B” assumes no liability.
- 14.5 Notwithstanding the terms, both the parties reserve the right to Amicably Exit the contract after giving Three Month prior notice. In such event “Party A” will clear all the dues of “Party B” till the notice period ends and “Party B” will provide the relevant data of “Party A” in any standard text format (Text/PDF/MS-Excel).
- 14.6 In case of Non-Payment of the agreed amount by “Party A” to “Party B”, “Party B” reserves all the rights to temporarily/permanently withdraw its services without any liability or obligation whatsoever.

SECTION 15 – DISPUTE RESOLUTION METHOD

- 15.1 If a dispute arises in this contract, both parties will resolve it through mutual consultation. If consultation fails, both parties consent to its arbitration by the court of law at Gautam Buddh Nagar (Noida).

SECTION 16 – CONTRACT MODIFICATION/ CANCELLATION/ TERMINATION

- 16.1 The date on which the authorized representatives of both parties sign and seal this contract is the effective date of this contract.
- 16.2 If, excluding force majeure events, certain factors arise in the course of the implementation of this project that make one party hold that it is necessary to modify the contract, it must notify the other party in writing as soon as possible. After obtaining the approval of the other party through consultation, a new contract must be signed. Otherwise, neither party is entitled to modify the contract unilaterally.
- 16.3 In case of occurrence of any of the circumstances listed below, the contract may be cancelled or terminated:
 - i. This contract is valid, and it has been completely fulfilled.

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Signature

- ii. If the force majeure event exceeds two months, either party should contact the other party, in order to resolve the matter of the contract. If the force majeure event exceeds three consecutive months, either party is entitled to terminate all or part-of the contract.
- iii. Excluding force majeure causes, both parties jointly agree to an early cancellation of the contract with a minimum notice period of three months in writing.
- iv. In accordance with the decision of the arbitration agency, the contract is cancelled or terminated.

SECTION 17 – MISCELLANEOUS

17.1 This contract is composed of all of its provided terms and the attachments referred below:

- Document 1 Proposal for G5 Platform
- Annexure-I Pricing & Commercials - Santosh University
- Annexure-II Revised Pricing for Santosh University
- Purchase Order F.No.: SU/PO/2021/1472 dated 15.06.2021 for deployment of G5 platform for Santosh Deemed to be University, Ghaziabad
- All future Annexures for mutually modified /agreed terms & conditions

All of the attachments to this contract are inseparable parts of this contract, and they have a legal effect equal to this contract.

- 17.2 The terms of this contract constitute the entire agreement and understanding reached by both parties on the subject matter of this contract, and they shall replace and supersede all previous agreements, understanding, related documents, and presentations.
- 17.3 Any revisions of or supplements to the terms of this contract must be made through written documents signed by the authorized representatives of both parties to the contract & shall be added as Annexure to this Agreement. Revisions or supplements that are jointly signed by both parties have a legal effect equal to this contract. If they conflict with the terms of this contract, the revisions or supplements will prevail. This consists of four identical original copies, and each party keeps two copies.
- 17.4 Neither party may disclose the contract contents to a third party, unless the advance consent of the other party is obtained. However, if it is required to submit this contract to a government department concerned for approval, the consent of the other party is not required.
- 17.5 During the term of this Agreement and for two years following its termination or completion, neither party shall hire each other party's employee/ ex employee directly or indirectly.
- 17.6 Matters not covered in this contract are all implemented in accordance with the relevant existing laws of the Judiciary of the Republic of India.

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SECTION 18 – SIGNING

- 18.1 “Party B” would submit the duly signed physical copies of the contract, in duplicate, to “Party A” and would also notify “Party A” about the same through an official mail. Thereafter “Party A” shall be responsible to return the duly-signed second copy within 15 days of the receipt of the contract.
- 18.2 If under any circumstances “Party A” is not able to return the duly-signed copy of the contract within the stipulated time and continues to use the services of “Party B” under SAAS model, The contract shall be '**deemed to have been accepted and signed**' and '**all its clauses would be deemed in force**' from the date of the issuance of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement this day month and year hereinabove mentioned.

For Party A Santosh Deemed to be University

Dr. V. P. Gupta

Registrar

Santosh Deemed to be University

Ghaziabad.

Email - registrar@santosh.ac.in


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For Party B Global Infoventures Pvt. Ltd.

Dr. Manoj Kulshreshtha

Vice-President (Academic Alliances)


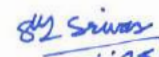
Global Infoventures Pvt. Ltd. Noida

Telephone - (0120) 2400799, +91-9891751009


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Email : manoj.k@giindia.com

Witness:

-  3/7/21 DR. K. EZHIL RAJAN
-  05/7/21 SHARAD SRIVASTAVA

Place : Ghaziabad

Date : 03/07/2021



SOFTWARE AS A SERVICE (SAAS) CONTRACT