

SANTOSH

Deemed to be University



2.5.5 Status of automation of the Examination division, using Examination Management System (EMS) along with an approved online Examination Manual



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

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CIN : U72300UP2016PTC077440

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.

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- 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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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



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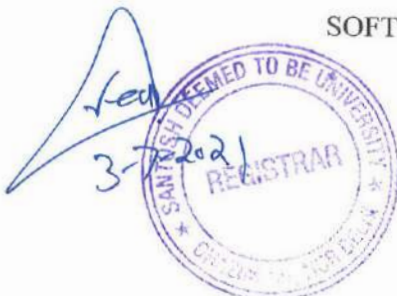
software.

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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- 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

SANTOSH DEEMED TO BE UNIV
REGISTRAR
GHAZIABAD, UTTAR PRADESH

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. ERHIL RAJAN
- 05/7/21 SHARAD SRIVASTAVA

Place : Ghaziabad

Date : 03/07/2021



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