



# E.S COLLEGE OF NURSING, VILLUPURAM

Recognized by Indian Nursing Council, New Delhi, Tamilnadu Nurses and Midwives Council Chennai,  
Affiliated to TN Dr. M.G.R. Medical University, Chennai  
Chennai Trichy Highway (NH-45), ESNagar, Via Vikkravandi, VSalai,  
Villupuram Dt. 605652



தமிழ்நாடு தமிழ்நாடு TAMILNADU

23129

Shantha Trust,

BE 762248

30.12.16

Villupuram.

க. தாமோதரன்,  
மு.தா.வி.எண்: 997/C1/14,  
விழுப்புரம், தமிழ்நாடு.

## AGREEMENT

This Agreement signed on 30<sup>th</sup> of December, 2016 between the Managing Trustee, Shantha Trust, Villupuram – the second party (hereinafter called Customer) and Mastersoft ERPSolutions Pvt. Ltd., Nagpur, India – the first party, (hereinafter called the Supplier or MasterSoft).

### Parties to the Agreement:


**First Party:** M/s Mastersoft ERPSolutions Pvt. Ltd. Nagpur, India represented by their COO Mr. Vijay Rokde, 1456-A, New Nandanvan, Nagpur-440024, India.

**Second Party:** Shantha Trust, Villupuram, Tamil Nadu, India, represented by their Managing Trustee Mr. S.Senthikumar, No. 17, Mambhazapattu Road, Villupuram, Villupuram, 605602, Tamil Nadu, India.

For SHANTHA TRUST,  
  
Managing Trustee



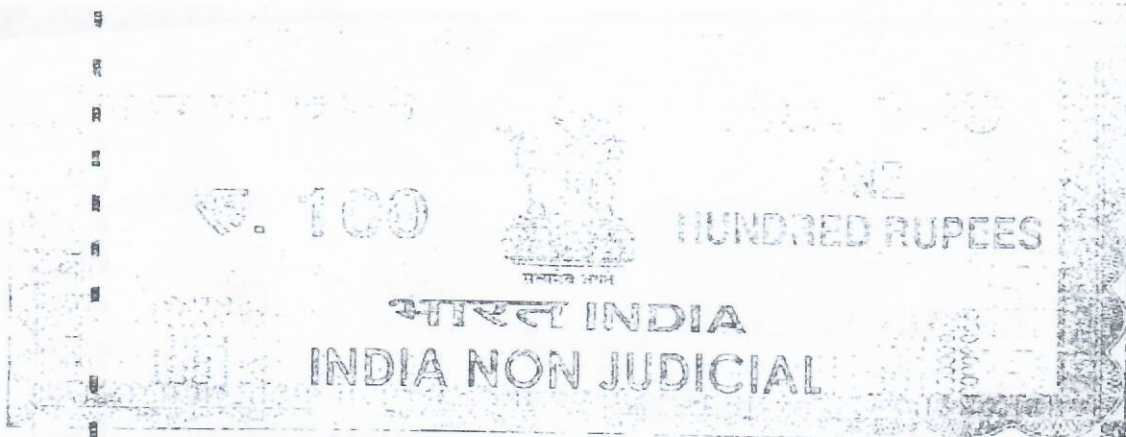
  
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E.S. College of Nursing,  
E.S. Nagar, V.Salai,  
Villupuram-605 652.



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23/12/16  
30.12.16

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Villupuram.

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க. தாடோதரன்,  
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விழுப்புரம், தமிழ்நாடு.

This agreement is undertaken for the deployment and training of cloud based CCMS system as needed by customer according to the scope detailed in Annexure-I of this agreement. Further, the necessary configuration and functionality to be customized as per the customer's genuine and technically feasible requirements that shall be agreed separately, appended to this agreement as change request with mutual consent, and signed by both the parties.

This Agreement sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto, with respect to the subject matter hereof. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each of the Parties.

For SHANTHA TRUST

Managing Trustee



Service Agreement Cloud ES Group of institutions & MasterSoft Nagpur

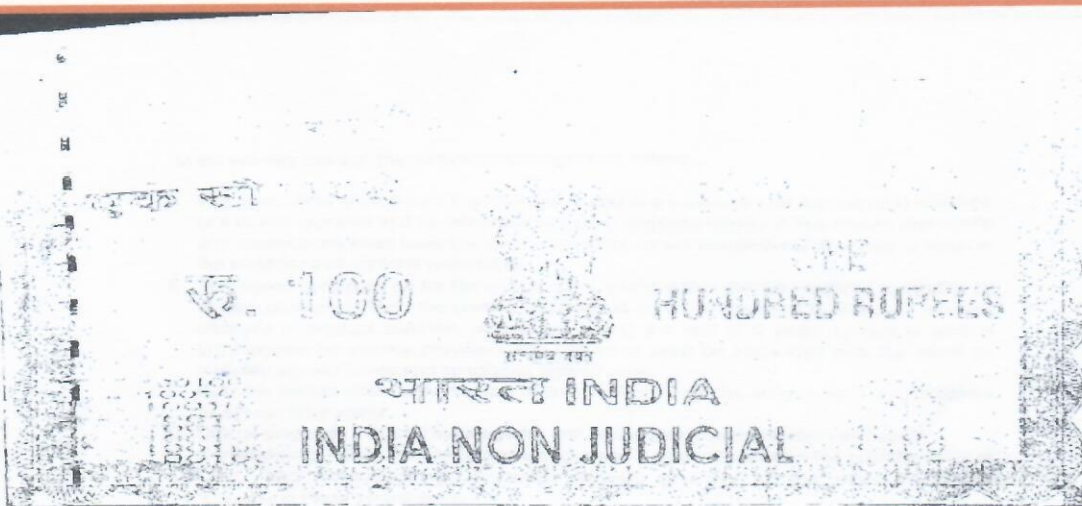
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தமிழ்நாடு தமில்நாடு TAMILNADU

BE 7622441-

23125

Shantha Trust,

20.12.16

Villupuram.

க. தாமோதரன்,  
மு.தா.வி.எண்: 997/C1/14,  
விழுப்புரம், தமிழ்நாடு.

WHEREAS MasterSoft has developed a proprietary CCMS & concept titled as 'CCMS-as-a-Service' aimed at delivering an integrated suite of end-to-end business solutions and cloud services to Educational Campuses, involves use of shared software applications owned or licensed and hosted by MasterSoft at a centralized MasterSoft facilities and/or deployed at Customer facilities.


WHEREAS Customer desires to avail this concept / services of MasterSoft and MasterSoft agrees to provide such services in accordance with the terms and conditions set out in this Agreement.

For SHANTHA TRUST

  
Managing Trustee





  
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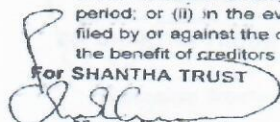


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In the witness thereof, the parties hereby agree as follows

1. The agreement shall mean, this agreement and any schedule and Annexure(s) attached to it or incorporated in it by reference including addenda issued in this regard and words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. This agreement shall be for the period of ten years, which can be renewed thereafter by written consent of both the parties. MasterSoft reserves the right to integrate suitable changes in product platform, in demand during the end of 5 years or due to shift in technologies by service providers and the same shall be integrated with the client by mutually agreed terms and conditions agreed upon.
3. Both the parties shall follow the law of country & carry out the obligations /responsibilities as set out here under.
4. Official language - Official language for oral and written communication is English.
5. Confidentiality - Both Parties (acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder.
6. Non-solicitation - Neither Party will, without the consent of the other Party, will employ or offer to employ directly or indirectly any person engaged or previously engaged by the other in any capacity in relation to the project, during the subsistence of this Agreement and until a period of 24 months has expired after the termination or expiry of this Agreement.
7. For any delays from Customer side, Customer will provide sufficient extra time to Supplier to complete its work. For all mistakes made by Users and noticed at later stage, correction at User end may not be possible. So, in such cases, Customer will communicate the same to the Supplier in writing (or via email) for corrections.
8. MasterSoft shall not be held liable for any delay or failure in its obligations, if such delay or failure has resulted from a delay or failure by or on behalf of Customer to perform any of Customer's obligations.
9. For any extra work which is beyond the scope of work as defined in Annexure-I - such as repetitive processing of Exams data due to last minute changes in rules by Customer, wrong data entry by Users of Customer, delayed data entry, extra last moment rules; Supplier is entitled to get extra revenue to be generously decided by Customer's management. The decision of Management will be final and binding on both parties.
10. Termination for Material Breach - Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.


  
For SHANTHA TRUST  
Managing Trustee



Service Agreement Cloud ES Group of Institutions & MasterSoft Nagpur

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11. The CCMS is developed by Supplier & its Intellectual Property Rights are already owned by the company under India copyright act. The customizations / new process also will be IPR of Supplier, no Royalty is applicable to Customer & Supplier shall use these customizations in its product for other clients.
12. The Customer acknowledges that the provision of the Services hereunder by MasterSoft shall be on a nonexclusive basis and MasterSoft shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged.
13. Scope of Services under this agreement is detailed in Annexure-I
14. Supplier's responsibilities and obligations under this agreement are detailed in Annexure-II
15. Customer's responsibilities and obligations under this agreement are detailed in Annexure-III
16. Delivery of Services under this agreement is detailed in Annexure-V
17. Payment Terms are as agreed and noted in Annexure-VI
18. Customer agrees that MasterSoft shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. Supplier can use sample data of Customer in its marketing presentations.
19. Customer acknowledges and agrees that MasterSoft owns and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the MasterSoft Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of Customer. Nothing contained herein shall be construed as a transfer, assignment, or conveyance by MasterSoft to Customer of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the MasterSoft Application System or any enhancements, upgrades or derivative works thereof.
20. Copying of the MasterSoft Application System is prohibited except with MasterSoft's prior written consent and authorization. Neither Customer nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the MasterSoft Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Customer is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the MasterSoft Application System or any part thereof or to create enhancements to or derivative works of the MasterSoft Application System or any portions thereof.

For SHANTHA TRUST  
  
Managing Trustee





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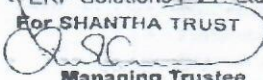
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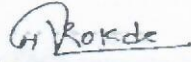
IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.


Signed, Sealed and Delivered by the Said Second party S. Senthilkumar (Managing Trustee, Shantha Trust ) Villupuram)  
in the presence of

Date: .....

Signed, Sealed and Delivered by the said ..... (Mastersoft  
ERP Solutions PVT Ltd. Nagpur: Supplier)  
For SHANTHA TRUST  
  
Managing Trustee





  
**PRINCIPAL**  
E.S. College of Nursing,  
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## ANNEXURE-I SCOPE OF SERVICES

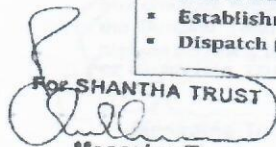
### Scope of Services:

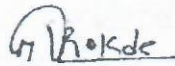
- MasterSoft will host a CCMS system on Internet Servers (Cloud / VPS) at MasterSoft designated location(s), and/or deploy on designated Customer systems at Customer designated location(s).
- MasterSoft reserves the right to modify the Services Environment without impacting the Services. The Services may commence on the mutually agreeable dates.
- Permitted Use of Services: Customer's use of MasterSoft Applications System shall always be subject to the Licensing Conditions of the Supplier.
- In case the MasterSoft Application System includes a third party software, and where such third party licensor requires Customer to sign a license agreement, the Customer agrees to execute such third party software license agreement, which shall prevail upon any conflicting provisions herein. Such third party software license agreement shall become a part of this Agreement.

CCMS MODULES as in budgetary proposal dt. 16.11.2016, submitted and accepted by Shantha Trust (E.S. Arts & Science College, E.S. College of Nursing)

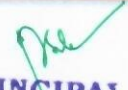
### Admission & Fees Collection

- Students Administration
- Financial Accounting
- Payroll & Leave
- Student Examination (for TACW autonomous arts & science college)
- Bus Management
- Library (UHF RFID Enabled)
- Web site
- Stores
- Hostels
- SMS & Email Integration
- Establishment
- Dispatch (Inward-Outward)

For SHANTHA TRUST  
  
Managing Trustee





  
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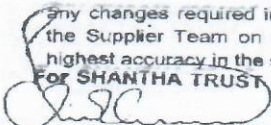


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## ANNEXURE-II RESPONSIBILITY OF SUPPLIER

- a) The Supplier shall configure & provide access to existing CCMS modules, demonstrate, understand gaps, configure CCMS, train all Users & extend service support to actual Users. The total duration for major customization will be 8 to 10 months from the start of work. However Supplier will ensure that all efforts will be made to catch all the important events live – such as Admissions, Fees collection, Accounting & payroll at the start of Financial year, course registration.....Customer also will extend full co-operation for catching such events live in short span of time.
- b) Modules that are required to be configured are as above in Annexure I.
- c) The Supplier shall interact and gather the exact User requirements by further detailed demonstration to each department / section to conclude upon final requirements for customization.
- d) The Supplier will give adequate training to the Users in Campus. The Supplier shall give training schedule in consultation with the actual Users who will necessarily be present in the training and practical session.
- e) The Supplier will provide on an average one Resident Engineer in Villupuram for initial 3 months from the date of first installation and the Customer will provide proper in-Campus Accommodation to Resident Engineer(s) at Free.
- f) The Supplier will carry the complete configuration & customization of CCMS as per SRS in its head office Nagpur. Supplier will work on multiple modules at a time, as per priority & the time schedule agreed mutually.
- g) On request from Customer, Supplier may arrange local System Administrator for the Customer on a yearly advance payment basis. System Administrator will be functioning under the guidance of onsite Suppliers team and will strictly follow instructions of Suppliers team. He will be fully trained by Supplier's on site team.
- h) Supplier will ensure proper conduct of its team in Customer's premises & will follow the rules & regulations of Customer. In case of directive from Customer, Supplier will replace the onsite team member as feasible.
- i) Customer Data and processes privacy will be maintained by the Supplier only some parts / snapshots of Data will be used by supplier for Data Migration. No Data will be shared with any third party. A copy of data will be shared with Customer Management as a Backup at regular intervals.
- j) The System will be customized as per the requirements of the Customer to attain desired results and thus Customer team will give a UAT once all the Test Cases are demonstrated. Hence the accuracy will be ensured through the process. Further, since the system will be dynamic in nature and rules will be changing the Accuracy will have to be Tested by the Testing and Development team of the Supplier however if there are any changes required in the LIVE System working such changes will be addressed by the Supplier Team on written request from the Customer Team. Supplier will ensure highest accuracy in the system.

For SHANTHA TRUST  
  
Managing Trustee

  
Mr. R. K. K. K. K.



  
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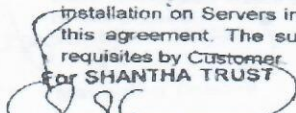


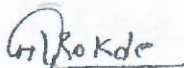
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## ANNEXURE-III RESPONSIBILITY OF CUSTOMER

- a) **IT Infrastructure** : For success of CCMS, Customer shall immediately arrange & provide the necessary Infrastructure and computing resources, high internet bandwidths, UPS, antivirus, healthy inter-net, Technical support staff, air-conditioned & furnished Office for Supplier's on-site MIS staff. This Office will be used for User support, User MIS training, Processing assistance, MIS Progress meetings during the contract period of five year. Therefore, desired size of such place is 800 SQ ft. & preferably shall have independent 24 x 7 accesses to Supplier's team for extra hour working. Room is owned by Customer & hence Safety, Security of the MIS room & its equipment is sole responsibility of the Customer. Supplier team will ensure proper utilization of facilities for Official purpose only.
- In case Customer decides to Host CCMS in its own premises, Customer will provide & maintain minimum 2 Servers and 3 systems, high speed 24 x 7 internet leased lines, firewall, Antivirus, Operating system & other system software. Specifications will be given by Supplier.
- Biometric RFID devices (LF & HF technology) with SDK, smart cards, Smart card readers, mobile smart card reader & Lanyards, RFID printer are to be procured by Customer (wherever possible makes will be informed by Supplier) or can be provided by Supplier on mutually agreeable cost basis.
- UHF RFID Tags & devices for UHF RFID Library system, if required, will be supplied at standard cost of MasterSoft CCMS. On RFID Hardware (LF, HF & UHF technology), hardly any warranty is given in India, Hence no / very limited warranty can be extended by MasterSoft for the same.
- b) **Knowledge Transfer** :Customer shall provide all the 'Customer Materials' consisting of information, rule book, material, data and other assistance (including knowledge transition) required by MasterSoft to enable MasterSoft to provide Services to the Customer in accordance with this Agreement.
- c) **Customer's sole owner** of the data uploaded and is sole responsible for authenticity, accuracy, correctness & legality of the data.
- d) Customer shall limit the access to MasterSoft Application System and Hosting Environment only to the Authorized Personnel. Each Authorized User shall follow the security policies and rules as have been notified by MasterSoft. Customer will ensure that Services are for Customer's own business use only and agrees that the Customer shall not, in any way, commercially exploit the Services otherwise.
- e) Customer shall provide one full time CCMS system Administrator for coordinating various activities with the Supplier in relation to CCMS implementation, system software installation on Servers including OS, Network trouble shooting, User training etc., under this agreement. The success of CCMS highly depends on fulfillment of CCMS pre-requisites by Customer.

  
For SHANTHA TRUST  
Managing Trustee





  
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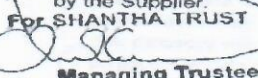
- f) Customer shall provide written documentation of rules & regulations followed by Customer in each & every section. Based on this, CCMS will be configured by Supplier.
- g) Customer will ensure that CCMS Process and Flow will be simple in terms of functionality. Customer should ensure that as far as possible all important & major requirements are freeze at one go & there are minimum changes so that CCMS is stable & functions smoothly.
- h) The Customer, after demonstration of the modules, shall provide the Supplier the approval to the module within one week from the date of demonstration.
- i) Data Entry Work of old record in CCMS is to be completed by Customer's staff / Data Entry Operator. Various Sections / Departments of Customer will timely complete data entry of various Registers, service books, Vouchers, stock books, cash book, TR, forms etc. and will urgently verify and certify the entered data. Accuracy & validity of old data now maintained in cloud is sole responsibility of the Customer.

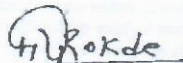
Transaction Data migration from existing system of Customer to MasterSoft system is out of scope and will be charged additional and can be taken up on mutual agreement between MasterSoft and Customer. However Master data can be uploaded into the new system if customer can provide the data in the format of data templates provided by MasterSoft or MasterSoft can open the system to the customer prior to go-live to enter the master data.

Data of only current students for migration will be provided by Customer Team in Standard Formats defined by MasterSoft. In case of any Cleansing work required, it will be supported by Customer & migrated data will be verified in writing by Customer.


The complete data entry & processing work is sole responsibility of Customer Users and is to be done by Customer's Users. Supplier team will support them in this process. Since the data is entered, modified, Checked & processed by the Customer's authorized Users, sole responsibility of the same is of Customer. Customer's User shall never ask & Force Supplier's on-site team to do the data entry & processing work.

- j) In the interest of Customer's data security & CCMS code security, there will be no access to any third party like students, vendors, ... in any way (Physical / virtual) to CCMS room & Servers. Pass-word will never be shared by Customer's Users with other Users. Student shall be never allowed to meet Supplier's on-site staff unless & until it is must. **Student difficulties should be solved by Customer's Technical team.**
- k) Customer undertakes to comply with all the access authorization and access controls for the Customer's access to the Services Environment as may be prescribed by Supplier. Customer shall limit the access to Services Environment only to the Authorized Users. Each Authorized Users shall follow the security policies and rules as have been notified by the Supplier.

For SHANTHA TRUST  
  
Managing Trustee





  
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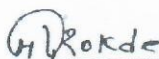
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- d) In case of an event of any unfortunate loss / damage / modifications / corruption of Customer's data due to any reason, Supplier will make all out efforts to recover the same using its established data Backup & disaster recovery methodology on immediate basis. In this challenging situation, Customer will co-operate with Supplier in all ways for such recovery. In the event of the first party failing to attend to set right the defects in any established data backup and disaster recovery methodology immediately on a complaint received by the second party, the second party will be at liberty to claim damages for the delay or non-attendance of the defect rectification and in such case, the first party will pay damages in the manner in which it is determined by the second party and to that extent the first party undertakes to indemnify such loss that may be caused to the second party and undertakes to pay such sum, within fifteen days of such sum being quantified and informed to the first party by the second party. However the responsibilities of the supplier are limited to the services as defined in annexure 4A.
- e) **User Manual:** The Supplier will provide soft copy of various module-wise User's manual. User Manual is normally updated once in a year.
- f) CUSTOMER and MasterSoft shall follow a change control process as agreed at the starting of program.
- g) Integration with third party or external system is as defined in the Functional Scope document. Also, for the same third party API & coordination will be the responsibility of Customer officials.
- h) **Actual effective usages of the CCMS modules will be the responsibility of the Customer. The Supplier can ensure training & service support to the Users of Customer.**
- i) **Monthly review meetings:** In implementation phase, Customer's CCMS Users and team of supplier can meet once a month in the presence of Purchase Head along with concerned Senior Officers to review CCMS implementation progress, necessary solution will be worked out in such a meeting for timely completion of CCMS project. Customer will organize such meetings. Customer will communicate suitable dates and time for such meetings in advance to Supplier team and also ensure that all stake holders from University are informed via proper circular.
- j) **Billing Cycle :** Monthly Advance at the start of each month
- k) **Contract period :** Minimum Five Years
- l) This Agreement shall commence on the Effective Date and continue for Contract Term of five years, unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.

  
Managing Trustee  
For SHANTHA TRUST





  
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- m) Effect of termination: In the event of termination or expiry of this Agreement, (A) Customer shall (i) forthwith cease to access, and / or use any of MASTERSOFT Application Systems and Services Environment; (ii) return to MASTERSOFT any of MASTERSOFT confidential and proprietary information and material in its possession; and (iii) purchase Equipment at the then market value or the written down book value in MASTERSOFT books whichever is higher; and (B) MASTERSOFT shall (i) return to Customer all confidential and proprietary information of Customer.
- n) Dispute Resolution (Arbitration) - As far as possible, for any dispute, Customer's & Supplier's Management will settle such disputes at their own level. In case if this fails, for any dispute or difference of any kind whatsoever raised between the parties in connection with or arising out of the agreement or any part thereof such dispute or difference shall be referred to an acceptable sole arbitrator under the provisions of the Indian Arbitration and conciliation Act 1996 or any enactment or modification there under. The venue for Arbitration shall be Chennai and language shall be English. The courts in Chennai shall have Jurisdiction to entertain all disputes between the parties.
- o) Force Majeure Clause - Neither party shall have any liability under RB deemed to be breach of this Agreement for any delay or failure in performance of this agreement which results from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than 6 months either party may terminate by written notice to the other party.
- p) Non-Compete Agreement - Supplier hereby agrees that it shall not at any time compete with any of the resources or employees of the other party or cause to gain advantage by abusing intimate knowledge of Customer to release trade secrets or sensitive information, business practices, upcoming products, marketing plans etc.
- q) Quarterly Management Visit from the second to the fifth year will be made by Supplier for getting feedback on the functioning of the CCMS. Such meetings will be organized on mutually convenient dates to be decided and conveyed in advance to all the stake holders from either side.

For SHANTHA TRUST

Managing Trustee



A. B. K. D. C.

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## ANNEXURE-V DELIVERY OF SERVICE / IMPLEMENTATION

### Implementation Plan

In the following paragraphs, a tentative procedure for CCMS execution is mentioned, that can be modified for the case specific requirement.

#### Step -1: Existing CCMS installation & Demonstration

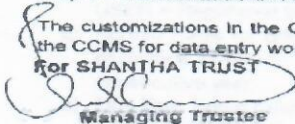
The CCMS developed by the Supplier is extensively used by several NITs, Universities and other Government & major private Autonomous colleges of National repute from last many years and is versatile & stable. Hence Customer has decided to procure & configure the existing CCMS. Since this is a complex - time tested - versatile CCMS, For stability of CCMS, Customer will ensure that CCMS process & flow will be simple and will try to use maximum process which are already build in this CCMS for many other reputed Campuses. Supplier is having great domain knowledge of Educational CCMS and is aware of best practices adopted by many Institutions and same are incorporated in CCMS. Customer can take advantages of this in depth knowledge & of Supplier for its own use. Customer will ensure that what can be done manually with much less efforts should not be made complex by computerizing it. A detailed module-wise demonstration schedule will be organized by Customer in consultation with Supplier.

#### Step - 2: User Requirement Changes Finalization - SRS

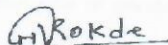
During the detailed demonstration and User Interaction, Supplier will finalize User's genuine configurations & customizations. For the success, Customer will ensure that Users are actively participating in this Programme and are giving top priority to CCMS (MIS). Users of the Customer must give written approvals to documents maximum within one week from submission of the documents by the Supplier team.

#### Step 3 - Customization at Head Office

The customizations in the CCMS will be completed at HO. Meanwhile, the Customer can use the CCMS for data entry work, training, trial runs....

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## Step 4 – Final Training, Testing & Approval

Once a module is customized for Customer, same will be uploaded on CCMS Server & necessary training of customizations will be done. Testing & approval will be done by Users immediately – within one week for the customizations. On approval of initial customizations, Supplier agrees to work on additional new essential requirements of Users during contract period. Users will not delay module approval on small issues. Accuracy of information shall be of prime importance. Few nonstandard reports which may be required rarely and all the data may not be available in the CCMS for such reports. In such cases, CCMS team will generate possible data from CCMS and will give it to Users in excel / text format. User will generate such rare necessary customized report using Word / Excel or any other editing tool.

In case if actual User does not sign either to approve or otherwise on testing report for any reason, after one week's time, it will be treated as deemed approved.

If Customer requires Supplier's Resident Engineer after 3 months or requires extra Engineers during implementation, same can be provided by Supplier on payment basis with one year payment with taxes in advance. The prevailing rates which are charged by Supplier to other clients will be charged to Customer.

Once a module is configured, extra training of configuration / customizations will be given by Supplier to Users & Customer will approve customizations within a week.

The Supplier will rectify the bugs if any promptly as reported by Customer representative throughout the contract period.

## ANNEXURE-V PAYMENT TERMS

- Min. Billing: Min. 800 Students per month.  
USER = Registered Students + Faculty + Staff + Management + Miscellaneous
- Agreed Rates for Billing Rs. 40/- per user + Applicable Taxes at the time of billing. An escalation of 8% on the base per user cost of previous year will be added up every consecutive year.
- One Time Setup Cost: Rs. 3.0 Lacs + Taxes
  - 100% with Purchase Order
- Extra manpower for onsite support Rs.2.0 lakhs per year to be paid in advance.
- Important CCMS modules to GO LIVE by January 2017 for Live Activities in coming new session.
- Hosting Space responsibility of MasterSoft ERP Solutions. Services will be charged @ Rs.5000.00 per year from second year onwards
- All Customizations to be done once at the start of the project in first year on approval from the Committee. Basic Customizations & Upgrades to be included in following years.

Service Agreement Cloud ES Group of Institutions & MasterSoft Nagpur

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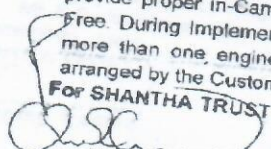
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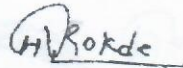
- h) Any major changes after 1<sup>st</sup> Customization done in first year to be paid extra as per actual apart from any mandatory changes as per regulatory bodies. Major changes will mean any changes which will affect the basic workflows and structures of the CCMS Solution. As all of these changes will be included in the First Year of Implementation. Minor Changes will mean new reports and basic customizations to align with the processes and meet the requirements of Users of the Customer.
- i) Onsite Manpower for 3 months Accommodation for Onsite Team at the Premises at no extra cost.
- j) Payment Schedule:

M <sub>0</sub> :As One Time Setup Charges	Rs. 3,00,000/- + Taxes (To be paid as per scheduled defined above)
M <sub>1</sub> : Start of Project (i.e. 1 <sup>st</sup> week of January 2017)	Monthly payment in advance (= Rs. 40 + Taxes * Min. 800 students or more as applicable)
M <sub>2</sub> – M <sub>6</sub> :Start of each month	Monthly payment in advance for the month of M <sub>2</sub> – M <sub>12</sub> (= Rs. 40 + Taxes * Min. 800 students or more as applicable)
M <sub>7</sub> , June 2017 Onwards	Monthly payment in advance for the month of M <sub>13</sub> – M <sub>24</sub> (= Rs. 40 + Taxes * Min. 1000 students or more as applicable)

Note: Taxes extra as per actual at the time of billing.

The Supplier shall provide one Resident Engineer at Customer site for maximum initial 3 months from the start of the Project and the Customer, on request from Supplier, will provide proper in-Campus single (non-family) Accommodation to resident Engineer at Free. During Implementation Phase for accelerating the work there might be times for more than one engineer at campus and such accommodation requirements will be arranged by the Customer.

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