206-A

AGREEMENT

This Agreement is reached on 2nd December, 2024 by & between:-

M/s. CNV Labs and Technologies Pvt Ltd (iCloudEMS) having its registerd office at Opulent Sheetal Square, Kondhwa Pune- 411048 India, representedby its Director Mr. Dheeren Kumar Padhy hereinafter referred to as "ICloudEMS" or "Supplier" (which expression shall mean and include its Executors, Administrators and Assignees).

And

K. R. Mangalam University, Sohna Road, Gurugram, Haryana 122103. Represented by its (Designation of the dealing officer) (Name of the dealing official) (hereinafter referred to as "(name of the Institution)" or "Client") (which expression shall mean and include its Executors, Administrators and Assignees).

This agreement is undertaken for the deployment, training & implementation of cloud-based ERP Solution — iCloudEMS to the scope detailed in Annexure-II of the Agreement. Further, the Client's requirements as agreed from time to time separately will be delivered by the Supplier. The Proposal submitted by the Supplier as Annexures- I to V shall be part of this Agreement and shall be read together. This Agreement may be amended only by a written instrument signed by a duly authorized representative of both the Parties.

In the witness thereof, the parties hereby agree as follows:

1. The agreement shall mean and include the Annexure – I to V attached to this agreement. Any further reference / addenda shall be included with the written consent of both the parties.

2. This agreement shall be valid for a period of two years from the date of execution, which can be renewed for further periods subject to mutually agreed terms and conditions including an increase in iCloudEMS License charges not exceeding 10%, thereafter by written consent of both the parties. The Supplier reserves the right to integrate suitable changes to the product or product platform in response to technological advancements or user requirements. Any such changes shall be implemented only with the mutual consent of the Client and provided the changes are both technically and financially feasible. Once agreed, the modifications shall be carried out and made available to the Client.
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.

a. Both Parties acknowledge and agree to respect, maintain and protect the ownership and confidentiality of Confidential Information received by it as the Receiving Party from the other Party as the "Disclosing Party", consequential to this Agreement.
b. 'Confidential Information' shall mean any information, which shall include but not be limited to Software — Source Code, Specifications, Requirements, Logic, Designs, Customizations, Modifications, Updates, Database, Manuals, Documentation, Brochures, Price, etc.;
c. Trade Secrets — Clients' Data, Plans, Proforma, Strategies, Market Opportunities, Business Affairs, Research data, Experimental Data, Development Designs and Specifications, Infrastructure, Procurements, Manufacture, Purchases, Sales, Finances, Business Forecasts, Reports, Studies, Contracts, etc.;
d. Intellectual Property — Technical Know-how, Derivatives including Patents, Trademarks, Copyrights, Inventions, Software and their Specifications, Algorithms, Application Program Interface (API), Formulae related to current, future and proposed products and services, Equipment's and their specifications, sketches, drawings, models, logos, ideas, knowledge, experiences, skill-sets, services, designs, plans, strategies, methods, techniques, and / or any publications that are created, gained, provided, developed, discovered, invented, contributed to and / or improved upon by the Disclosing Party or any person / entity concerned or in association with the Disclosing Party;
e. Technical and Non-technical Information — Communications, Negotiations, Discussions, Investigations, Concepts, Product Prototypes, Internal Affairs and Data, Terms / Conditions / Status / or Facts of possible transactions between the Parties, etc.;
f. Personal Information — of the Employers, Employees, Students, Staff, and / or any person associated with the Disclosing Party.

6. ERP ownership - The iCloudEMS is owned by the Supplier. The customizations / new process in the same also will be under ownership of the Supplier. No Royalty shall be attributable or payable to the Client. The Supplier shall have the liberty to use such customizations as global updates.
7. Non-solicitation - Neither Party will, without the consent of the other Party, will employ nor 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 12 months has expired after the termination or expiry of this Agreement.
8. For any delays from Client side, Client 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, Client will communicate the same to the Supplier in writing via email for corrections.

9. Supplier shall not be held liable for any delay or failure in its obligations, if such delay or failure has resulted from a delay or failure by or on behalf of Client to perform any of Client's obligations.
10. For any extra work which is beyond the scope of work as defined in this agreement, and Annexures-1 to V and also re-work such as repetitive data migration, re-processing of data due to last minute changes in rules by Client, wrong data entry by Users of Client, delayed data entry, extra last moment rules; Supplier is entitled to get extra revenue. The amount payable shall be generously & genuinely decided by Client's Management & the Supplier shall raise the invoice accordingly, subject to Clause No. 21 (f). **Small changes or modifications in the existing modules and report formats will be implemented free of charge and will not incur any additional costs to the client.**
11. Termination for Material Breach - Either Party may terminate this Agreement 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 90 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. However, Client /Supplier reserves the right to terminate the arrangement by giving 90 days' Notice period for an account of unsatisfactory performance of the solutions. In such cases the amount of iCloudEMS License charges and the Server cost shall be payable by the client for the notice period. As the server charges are payable to a third party, these costs will be applicable to the client until the data backup process is fully completed on Client's end.
12. The ERP is developed by Supplier & its Intellectual Property Rights are already owned by the Supplier under India copyright act. The customizations / new process also will be IPR of Supplier, no Royalty is applicable to Client & Supplier shall use these customizations in its product for other Clients.
13. The Client acknowledges that the provision of the Services hereunder by the Supplier shall be on a nonexclusive basis and the Supplier shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged.
14. Scope of Services under this agreement is detailed in this agreement and proposal submitted by theSupplier earlier and Annexure-I to V enclosed with this agreement.
15. Supplier's responsibilities and obligations under this agreement are detailed in Annexure-III.
16. Client's responsibilities and obligations under this agreement are detailed in Annexure-IV.
17. Payment Terms are as mentioned in Annexure- V.

18. Client agrees that the Supplier shall have the right to list Client's name in its marketing material and use Client's logo with respect to such listing and for reference purposes. Client acknowledges and agrees that the Supplier owns and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the ICloudEMS 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 Client. Nothingcontained herein shall be construed as a transfer, assignment, or conveyance by the Supplierto the Client of the ownership or title to the Intellectual Property or Intellectual Proper. Rights in or attached to the ICloudEMS Application System or any enhancements, upgrades or derivative works thereof.
19. Copying of the ICloudEMS Application System is prohibited in all circumstances. Neither Client nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the ICloudEMS Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Client is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the ICloudEMS Application System or any part thereof or to create enhancements to or derivative works of the ICloudEMS Application System or any portions thereof.
20. Other General Provisions:

a) The entire software shall be hosted in AWS.

b) Entire data shall be the property of the client however, it shall be used by iCloudEMS at any time for the purpose of testing, demonstration and for all allied purposes for which it will deem proper. Client Processes data etc, shall not be disclosed to be supplied to anybody including with or without what the charges thereafter.

c) Client should have option to download the data.

d) Any downtime or bugs in the software shall be rectified within 48 hours of reporting. The details for rectification shall be provided from Monday to Saturday 9.30 AM to 6.30(except public holidays). The Supplier shall provide offline support if at all it is necessary, and the ERP related issues are not possible for them to resolve online.

e) Providing of IT infrastructure support such as office space, workstations, communication links, servers, emails, printing and other such facilities shall be complete responsibility of the Client.

f) If the Client requires additional online support after the completion of the implementation work as outlined in the Agreement, the Client shall be responsible for covering the actual expenses incurred for the manpower deployed by iCloudEMS to provide this support.

g) All customizations to the software shall be carried out only after thorough discussions with the Client's team and with the explicit approval of a key decision-maker, at the Management level or another designated authority of the University/Institution. This ensures that all customizations align with the operational requirements and strategic objectives of the Client. Any requests for customization without such approval will not be processed. All Academic Customization will be not be chargeable for the first 18 months from the date of Purchase Order.

h) In the event of an increase in the number of users beyond the initially agreed capacity of 10,000, the Client acknowledges that an additional server will be required to maintain smooth system performance and prevent server access or performance-related issues. The cost of the additional server, amounting to Rs. 8,00,000, including procurement, installation, and maintenance, shall be borne by the Client. This measure is necessary to ensure continued optimal service delivery.

This agreement shall supersede all the previous discussions and agreements (written / digital /oral). IN WITNESS whereof the parties here to have caused this Agreement to be executed inaccordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

For CNV Labs and Technologies Pvt Ltd– ICloudEMS)	For K. R. Mangalam University
Dheeren Kumar Padhy Director	Name: Dr. Rahul Sharma Designation: Registrar 31/12/2024

Annexure-I
Advanced Module (Academic & Admin)

Sr. No	Module Names	Sub-Module Name
1	Academics Management	• Course Management • Create and manage courses/Scheme being offered by different departments of the Institute • Scheme/Pattern allotment: Degree creation: Creation of degree Branch creation: Creation of branch. Intake is defined and its distribution as per quota. • Scheme/Pattern Creation: Creation of multiple scheme in a branch, absorption from one scheme to other. Degree creation: Creation of degree • Program Management • College Calendar Management • Time Table Management • Attendance Management & Monitoring • Internal Examination • Course Completion Module • Assignment Management • Reports • Mid Term/ End Term Analysis Reports • Scheme/pattern allotment to the newly admitted/absorbed students • Scheme report • Define the credits, hours and sections for the courses. • Map Courses with the session i.e. defining of courses being offered within a session. • Credit Exemption facility Exemption of industry certified courses Exemption of MOOC courses (only approved by committee) • Map Courses with Program i.e courses being offered in a program. • Feature to setup limit for courses being offered within a semester. • Exam Pattern Definition(IA/MTE/ETE) • Grade Pattern Definition • Scheme Course Mapping • Session wise Offered Courses • Program Chair Allotment • Course coverage plan. • Teaching plan • Scheme Allotment to Student • Section Allotment to Student • Student Section Change • Batch Allotment to Student • Faculty Advisor allotment to Student • Branch Course Registration Activity • Student Course Registration • Admin Course Registration

		• **Bulk Course Registration** • **Course Wise Bulk Course Registration** • **Course Registration Approval - HOD (Physical Registration)** • **Course Registration Report** • **Student wise Elective course registration Modification** • **MIS in-charge can reset the course registration for particular student. Once it is reset faculty advisor can make then necessary corrections** • **Reset the course registration date** • **Class coordinator Register and worksheets** • **Result Analysis** • **Diifrent IA schoolwise, semesterwise, different acacdemic weitage councilwise schoolwise, semesterwise** • **Internal marks locking/unlocking through Head MIS account** • **Practical external marks entry from HoD account and report of external marks also practical external attendance sheet report.Internal/External marks reports All reports should be downloaded in .pdf and .xls(x) format.** • **MTE/ETE report Consolidated Internal marks report Practical internal marks report Practical external marks report** • **Attendance Analysis** • **Batch Management** • **Upload various lecture notes and share them with students.** • **Enter schedule for classes, faculty and resources such as rooms, auditorium.** • **Academic Timetable generation** • **Time table entry for staff as per the course allotment** • **Reports generated Reset-Faculty wise, section wise, Branch time table, Infrastructure wise, Lab/Room Utilization, Report, Master time table, Slot wise time table.** • **In case of faculty on leave lectures will be transferred/swapped to/with available faculty** • **Report of extra lecture allotment and lecture staff.** • **Attendance entry for extra theory and practical For the subjects allocated to faculty extra lecture/practical can be marked. In some cases a faculty conducts extra tutorial/practical session for the batch which is not allocated to them (when regular faculty is on leave) then there should be a provision for marking the extra attendance.** • **Attendance unlock / Attendance approval For the lagging attendance approval from MIS Head login and Attendance unlock for bulk attendance unlock** • **Practical attendance entry and marks allocation** • **Flexible pattern design and master setting for creation of practical heads, course-wise how many practical's are applicable, marks configuration.** • **Integration with Time table to generate session (periods) details for attendance.** • **Course section wise student's attendance marking.** • **Attendance report like Class attendance, Course wise attendance and faculty wise, Daily, Weekly, Monthly - Student wise, Section wise, Branch wise, semester wise, Institute wise attendance reports.** • **For entering attendance names of all those students should be visible who have registered for the respective**

		• Subject in respective class as a regular subject and/or Attendance Entry for Audit Courses
2	Fee Management	• Fee Settings for Scholarship/Hostel/Transport/Library • Fee Payments (UPI/Internet Banking) • Fee Reports(Dues/ Collections) • Cancellation • Sponsorship • Refunds • Reports • Fees Master Setup - Receipt Type, Fees Head, Payment Category, Standard Fees.. Etc • Multi User Support/Multiple Program/Multiple School • Security rights on add modify delete export • Multiple Students blocking unblocking. • Student fee plan enrollment at the time of program enrollment. • Reports like Outstanding report, Collection report (Student Wise/Head wise) • Refunds and Cheque bounce handling. • Duplicate receipt handling • Facility to update the clearance amount through admin login • Demand Generation • Receipt Collection (Academic & Exam, Other, Fine) • Write Off Fees Entry • Scholarship Entry • Refund • Refund Rule Definition • Refund Entry Receipt wise • Fund Transfer from one Fees Head to Another Fees Head • DCR - Daily Collection Report • Student Ledger • Fee Head Wise Collection Summary Reports • Fees Module linked with all academic and exam activities • Standard fees definition • Fee head creation • Counter creation • Demand creation • Fee collection • Scholarship/Concession amount management • Demand reports • Fee collection reports • Outstanding report
3	Learning Management Systems	• Lesson Plan • Content Sharing /Uploading • Assignment • Quiz • Assessment

4	**Student Information Systems**	• **Student profile** • **Course Registration** • **ID Card (Staff/Student)** • **Certificate & Document Module (LC, Bona fide, Experience Certificate and lots more)** • **Grievance Module** • **SMS, Email, Messaging Engine** • **Circular Module** • **Student Portal**
5	**Students Affairs Module**	• **Online Application** • **Certificates** • **Circular** • **Grievance Handling** • **Event Management** • **Class Room Booking**
6	**Examination Management**	• **Exam Form forwarding** • **Hall Tickets** • **Auto Scheduling** • **Attendance,** • **Seating Arrangement** • **Marks sheet** • **TR** • **Complete configuration of an examination flow.** • **Configuration of fee policies for an examination,** • **Online filling of examination forms by students.** • **Paper Valuer** • **Answer Sheet Correction Allocation** • **Hall Ticket Generation** • **Generating hall-tickets for various examinations,** • **Exam Student Attendance** • **Internal-External Marks Entry** • **Spot Evaluator Marks Entry /onscreen valuation** • **Vocational Subject Marks** • **Forward Marks for Result Processing** • **Grace Calculation** • **Process Relative Result Regular Exam** • **Moderation and Ordinance Policies** • **Result Processing & Totaling** • **Student Exam Dashboard** • **Summer Term Provision Apply for Summer Term Registration. Payment for registration Summer Term Course Registration. (approval by authority)/ Admin can do direct summer term registration Summer Term academics (Course allotment, Time table entry, lesson plan, teacher allotment, attendance) Summer Term result processing, Tabulation register and grade card** • **Legacy Marks Entry** • **Configuration of grace marking scheme, if required,**

		• Marks collation and moderation
7	Faculty Portal	• Track R&D activities • Innovations in Teaching and Learning Process • Sponsored Research Activities • Tracking Conferences and Workshops attended • Faculty profile information • Upload files/documents
8	Reports	• Student • Employee • Admin
10	Mobile APP	• Student • Teacher
12	Mentor/Counselor Module	• Student Information management • Proctor Student meeting information • Report generation • Faculty –Supervisor management
13	Feedback Module/Faculty Outcome	• Proper utilization of resources • Assess and track outcomes for teaching faculties • Employee Performance • Identify loophole in the system & work towards fixing them • Students Suggestion •
14	Payroll Management	• Payroll • University Salary Types • Allowances • Deductions • Salary Types • Employee Classes • Salary Parameter • General Setting • Worked Days Calculation : • Timesheet • Leaves • Holidays • Weekoff • Worked days • Mispunch Deducted • Lwp

		• biometric Integration • Reports
15	Hostel Management	• Room Allocation • Change Room • Unallocated Member • View Free Rooms • Hostel Fees • Meeting • Hostel Biometric Id • Announcement • Hostel Settings • Reports
18	Leaves and Muster	• Leave Policy Configuration • Employee Account Configuration • On Duty Leave Configuration • Compensatory Off Configuration • Working Days Calendar • Employee Service Book • Employee Biometrics • Employee Work Time • Individual Work Time • Working Hour Calculations and deviations • Employee Biometrics Reports • Employee Leave Application • Employee Leave Request • Employee On Duty Applications • Pending Leave Applications • Leave Cancellation • Leave Deductions • On Duty Reports • Leave Summary Report • Detailed Leave Summary • Cancelled Leaves Report • Compensatory Off Report • Daily Attendance Report • Late Coming Report • Early Going Report
19	System Administration	• Define pre-loaded roles such as faculty, administrator, Accounts, Front Office, Examiner, Invigilator, Revalue, Centre supervisor, Invigilator etc loaded into the system • Modify privileges associated with the role or remove

Sr. No	Module Names	
20	Staff Portfolio	• Faculty profile information • Upload files/documents • Workload Management • Performance Tracking • Track R&D activities • Innovations in Teaching and Learning Process • Sponsored Research Activities • Tracking Conferences and Workshops attended
21	SMS/Notification Management	• Timely communication & broadcasting of news and events
22	OBE	• Mapping Vision-Mission of the Institute to their Course Plan/ Course Outcome/ Program Outcome / Program Educational Outcome and Program Specific Outcome and It's Analytics • Analytical Tool to find Course Learning Outcome and Program Learning Outcome • Blooms Taxonomy and Graduate Attributes • Direct and Indirect Assessment Tools
23	Accreditation Reports	• NAAC, SSR, AQAR, • Qualitative and Quantitative Reports Feedback, Survey • All types of Stake holder feedback • Self Configurable QMS solution
24	Dash boards	• Dashboards for Centrally Accessing Documents
25	Admission Module	• Pre Admission Management • Post Admission Management
26	Transport	• Manage fleets, vehicles, driver allocation, trip management and route management. • Track various documents for renewal. • Track vehicles for maintenance, spare parts, and stocking. • Track vehicle routes. • Manage finance, support, logistics, and more. • Generating various reports based on different parameters.
27	Assets/Stock	• Capitalization of Assets • Sale of Assets • Reclassification of Assets • Good Receipt Note (GRN) • Internal Maintenance Report • External Maintenance Report • Stock Asset Details • Stock Assets Verification • Write/off • Warranty/Guarantee Details • Insurance Details

28	Purchase	• Add vendor • Vendor Feedback • Product search/edit • Purchase authority • Signature Authority • Purchase Requisition (PR) • Generate Requisition • Requisition
29	Visitor Management Module	• Gate Pass Module

Date: 02/12/2024
For CNV Labs and Technologies Pvt. Ltd.

ANNEXURE—II

SCOPE OF SERVICES

I. The iCloudEMS ERP software shall be implemented by the Supplier for All Campuses, Institutions/ Offices across the University.

II. The scope of services includes all the items mentioned in the Proposal, Annexure- II.

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

IV. Permitted Use of Services: Client's use of iCloudEMS Applications System shall always be subject to the Licensing Conditions of the Supplier.

V. In case the iCloudEMS Application System includes any third-party software that requires the Client to enter into a separate license agreement, the same shall be done only with the mutual consent of the Client. Once executed, the third-party software license agreement shall be deemed an integral part of this Agreement. Any amendments to this arrangement shall require mutual consent.

ANNEXURE—III

RESPONSIBILITY OF THE SUPPLIER

I. The Supplier shall provide all the modules as mentioned in the Annexure I.

II. The Supplier shall configure & provide access to procured modules, demonstrate, configure modules, train all Users & extend service support to actual Users. Based on User interest & co-operation, the implementation duration is **18 months** from the start of work.

III. The Supplier will give adequate training to the Users Online through Zoom portal, however,if at all required offline support in Client's premises will be provided by the Supplier throughtheir skill team.

IV. The Supplier will provide Online support for total period as mentioned in the Purchase Order. However, if at all it shall not be possible to resolve any issue of the Client, the Supplier will provide onsite support and in this case the Client will provide proper in-Campus Accommodation and food to Onsite Engineer(s) Free of cost.

V. Supplier will ensure proper conduct of its team in Client's premises & will follow the rules & regulations of Client. In case of directive from Client, Supplier will replace the onsite team member as feasible.

VI. Client 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.

VII. The ICloudEMS will be configured to meet all the requirements of the Client. The accuracy will be ensured through the process. Every new change is also to be tested & verified by the Client.

VIII. All updates in the software will be provided free of cost by the Supplier during the agreement period.

IX. Upon termination of the agreement, the Supplier shall handover the entire data of the students & staff pertaining to all modules to Client.

X. Client shall have provision to take back up of the data at regular intervals during the agreement period.

XI. Modules other than those mentioned in the Scope are not considered and will be quoted extra if required in future. Any Hardware required for onsite support is not included in the proposed costs.

XII. Users will be given training for their respective modules to make them understand the processes. Wherever required, we will provide you with our best support through online tools from our Head Office. Demonstrations and Training Sessions at Unit Level shall be organized centrally and at Institute Level.

ANNEXURE—IV

RESPONSIBILITY OF THE CLIENT

1. IT Infrastructure: For success of ERP, Client shall arrange & provide the necessary IT Infrastructure such Computers, high speed internet, UPS, antivirus, 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 Two years. Supplier team will ensure proper utilization of facilities for Official purpose only.
2. Client is sole owner of the data uploaded and is sole responsible for authenticity, accuracy, correctness & legality of the data.
3. Client shall limit the access to ICloudEMS 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 The Supplier. Client will ensure that services are for Client's own business use only and agrees that the Client shall not, in any way, commercially exploit the services otherwise.
4. Client shall provide one System Administrator for coordinating various activities with the Supplier in relation to ERP implementation.
5. Client shall provide written documentation of rules & regulations followed by Client in each & every section. Based on this, ICloudEMS ERP will be configured by Supplier.
6. The Client, after demonstration of the modules, shall provide the Supplier the approval to the module within 15 days from the date of demonstration.

a. The Client Team shall provide student data from the 2013 batch onwards in the standard formats specified by the Supplier. Any required data cleansing will be supported by the Client. The migrated data will be verified and approved in writing by the Client.
b. The complete data entry & processing work is sole responsibility of Client Users and is to be done by Client's Users. Supplier team will support them in this process. Since the data is entered, modified, Checked & processed by the Client's authorized Users, sole responsibility of the same is of Client. Client's User shall never ask & Force Supplier's on-site team to do the data entry & processing work.

7. In the interest of Client's data security ERP cloud security, there will be no access to any third party like students, vendors, to ERP. Pass-word will never be shared by Client's Users with other Users. Staff / Student shall be never allowed to meet Supplier's on-site staff. The Client's Staff / Students direct interaction/meeting with Supplier team can be a serious concern and not good for the ERP Security. At no instance staff / students should directly interact with Supplier's staff onsite / Head Office.
8. Client undertakes to comply with all the access authorization and access controls for the Client's access to the Services Environment as may be prescribed by Supplier. Client 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.
9. The Supplier's team will never ask for User password from any User. The Client's User should never share password with the Supplier team. The Supplier team will never do any data entry / correction, processing work on behalf of the Client. The Supplier can support the Client Users in doing their work at initial stages & in case of any difficulty.
10. There will be one single point of contact, who will drive the entire ERP process and will act upon the communications raised from both sides
11. Any updates or changes provided by the Supplier will be evaluated and approved by the Client before implementation.
12. Institute will ensure that the concerned key personnel are available during implementation and customization process.

ANNEXURE – V

Sl. No.	Description	Rate Per Month- INR	Rate Per Month INR	Total Amount (1st Year)/Per Year INR
1	iCloud EMS License 7000 Students	35/-	2,45,000	
2	Cloud Database Server Charges – Payable to Amazon (write Instances)	1 Instance		8,00,000
3	Cloud Server Charges -Payable to Amazon (Read Instances) – Mobile App, Analytics, Reports	1 Instance		8,00,000
4	Implementation/Support/Training charges + Data Migration (18 months) (one time)	18 months	1,90,000	

GST @ 18% or as applicable shall be charged extra

Payment Terms:

a. Payment of Server charges 100% along with Implementation charges for one month and License Charges for one month amounting to Rs. 20,35,000+GST as applicable shall be payable in advance along with the Purchase Order.

b. License Fees: Monthly Payable in Advance within 15 days of the Billing. It is to be ensured that the payments are made on time and the same should not be put on hold for the reasons of completion of any implementation/ongoing customization work.

c. Cloud Server Payable to Amazon (Read Instance): Payable in Advance for full year.

d. Cloud Server Payable to Amazon (Write Instance) : Payable in Advance for full year.

e. Implementation Charges: Payable in 18 Equal Monthly Instalments @ Rs.1, 90,000 per month.