March 11, 2019

The Principal,
St. Xavier's College (Autonomous),
Mahapalika Marg, Mumbai 400 001.

Ref: Cloud-based version of Customized ERP on Silvodel's Web Server

Respected Sir,

Further to our various meetings with reference to the above captioned subject in which you indicated the need for a ready-to-use exam marks processing software which could be further customized to include modules to meet your in-house requirements, we would like to offer our services as software developers-cum-consultants to your esteemed college given the fact that we have been successfully supporting your college in a similar domain since past 20+ years.

Our pricing model is based on **SaaS (Software-as-a-Service)** - a new and alternative way of accessing software, as opposed to more traditional methods of access. Whereas in the past, software would generally be purchased outright and loaded onto a device, SaaS normally refers to a subscription based model (usually monthly) where the software is hosted in the cloud and accessed via the internet. The software comprises a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted and allows users to connect to and use cloud-based apps over the Internet.

Benefits of SaaS –

No Hardware Costs – since processing power is supplied by the cloud provider

Usage is Scalable – Additional storage or services can be accessed on demand without needing to install any new software or hardware

Accessible from any location - Users aren't restricted to one location and can access applications from any internet enabled device

Customized Applications - Applications can often be altered to suit the needs and branding of particular customers

Pay for what you use - Since our business model believes in delivering customized solutions to our clients, there will be a ONE-TIME platform setup, software installation & configuration cost and a Monthly Usage Fee (MUF).

Coming to the Monthly Usage Fee (MUF), the reasons being as follows – on-premise costs include hardware, software, support, design builds, downtime, employees, 24x7 electricity and AC and much more. These costs quickly add up. Cloud Computing costs, meanwhile, are much more manageable. Using a price per user per month model, Cloud Computing delivers numerous benefits for a fraction of the cost of an on-premise solution. **Save Money with Cloud Computing.**

- **Servers:** With Cloud Computing, the need for and cost associated with on-premise servers vanish.
- **Computers:** The Cloud will help you extend the life of your computers, saving your company money in the long run.
- **Employees:** Because everything is hosted online, via the Cloud, your company will not need to hire an experienced in-house IT staff.
- **Maintenance and Downtime:** Your Cloud provider will proactively monitor, maintain, and upgrade your hosted programs, minimizing downtime and ensuring your applications are available when you need them. And with less downtime, you'll have increased productivity, higher revenue, and greater opportunities.

Additional Benefits of Cloud Computing

- **Remote Access:** Because applications are hosted in the cloud, employees can access information from anywhere, as long as they have an Internet connection.
- **Scalability:** Unlike an on-premise solution, the Cloud offers an extremely scalable platform that will grow alongside your business. Cloud Computing solutions allow you to easily adapt.
- **Security:** keep your critical data safe through secure and encrypted solutions, firewalls, backup recovery, and redundancy.

After Sales Service

Actions they say speak louder than words and I wish to take this opportunity to inform you that our clients (including St. Xavier's College, Mumbai) have been with us since past **15 – 20 years** and we continue to serve them to this very day especially in their hour of need.

Please contact the undersigned in case you desire any further clarification.

Yours faithfully,

Lennox Baptista

Silvodel Solutions

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SAAS AGREEMENT

This Agreement is made on the __11TH__ day of __MAY__ 2019

BETWEEN

Silvodel Solutions, whose registered office is at Eucress Building, C-41, 7th floor, Wadala (East), Mumbai 400037

On the one part, hereinafter called "**Supplier**" (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns), the party of the FIRST PART

AND

St. Xavier's College (Autonomous), Mumbai situated at Mahapalika Marg, Mumbai 400001 on the Other Part hereinafter called "**Client**", (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns), the party of the OTHER PART

AGREEMENT

The Supplier agrees to provide, and the Client agrees to use, the ***Customized Cloud-based College ERP*** Software as a Service (SaaS) offering, and related services on the terms of the Agreement. **The software that is used to provide the SaaS Service is solely owned by the Supplier**. The Agreement comprises the following -

KEY DETAILS

1. **Domain name is** : - www.sxcauto.crewsalong.in (for 4 Grade Point version)

2. **Domain name is** : - www.sxcauto.silvodel.in (for 10 Grade Point version)

3. A 3rd version of the software (Offline version) is also in existence

4. For the cloud-based versions, the relevant software, hardware, etc. for both the items 1, 2 & 3 above are hosted / located on Silvodel's servers / computers only and the Client, St. Xavier's College (Autonomous), can access the software through an internet connection via the SaaS model.

   Further, the Client will be granted a license to access and to use the software on a **monthly pay-per-use model** wherein the said software will be installed on the Supplier's cloud-based shared server and the Supplier alone will be solely responsible for any further customizations and/or new modules that would be needed to be done on this software. In the SaaS mode of operation, the software is solely owned by the Supplier that is used to provide the SaaS service and the Client has no ownership rights whatsoever to the software but only a license to use the same as

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long as the monthly payments are made regularly, on time and in advance. Under no circumstances will any source code be provided to St. Xavier's College (Autonomous), Mumbai (The Client).

5. Briefly, the deliverables include –

 a) Online First Year Degree & First Year Post Graduate Admission Management Module
 b) All Senior College Exam main semester marks processing including ATKT exam & Convocation related processing (legacy software (non-web based), 4 point web-based software & 10 point web-based system)
 c) Senior College Student's Attendance Management for Academic Year 2019-2020 onwards
 d) Staff Leave Management
 e) Staff Research & Activity Repository for IQAC and CAS promotions
 f) Online Grievance Forum
 g) No separate database / software will be maintained for the BCOM stream
 h) Semester-wise TAQ evaluation by students of the college for every Lecturer-Course combination
 i) Generation of Transcripts as per sample MS Word document provided

The Monthly Usage Fee (MUF) initially being levied is based strictly on the above items and also on the fact that there exists 3 active versions of the software as enlisted in Item Numbers 1, 2 & 3 above and does not include any data entry assignments. To avoid doubt, additional Related Services may be requested by the Client during the term of the Agreement and Additional Fees will apply to those services. The decision of the Supplier is final in this regard.

6. The Start Date of the Agreement will be June 1, 2018 since the Supplier will have to work with the Client's First Year Senior College data of Academic Year 2018-2019 (Jun., 2018 – May, 2019). Processing of Post Graduation Part-1 & Part-2 data belonging to Academic Year 2017-2018 is not included in this Agreement and if this data is required to be processed and results, of any form or type, generated, it will be done separately and one-time bill will be raised for this additional job.

7. This Agreement is valid for 5 continuous Academic Years commencing with the college Academic Year – 2018-2019 and will be valid until the end of Academic Year, 2022-2023 (July 31, 2023). **Further, by 5 continuous Academic Years, it implies that ALL First Year Under-Graduate & Post-Graduate courses for 5 consecutive Academic Years starting with the Academic Year, 2018-2019 will have to be rolled out through the Supplier's SaaS software only.**

8. However, if the Client chooses to exit from this Agreement anytime before the completion of the said 5 continuous Academic Years (that is, anytime before July 31, 2023), the Client will have to pay -

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i) a sum of Rs.20,00,000/- (Twenty Lakh) to the Supplier for breach of this Agreement if the Exit date is on or before December 31, 2019, or

ii) a sum of Rs.15,00,000/- (Fifteen Lakh) if the Exit date is on or after January 1, 2020 and on or before December 31, 2021 and, finally,

iii) a sum of Rs.10,00,000/- (Ten Lakh) if the Exit date is on or after January 1, 2022 and on or before July 31, 2023.

On expiry of the Agreement (July 31, 2023), the Client must pay all Fees for Services provided prior to that expiry. **No physical database containing the data will be given** to the Client under any circumstances. However, data from each table within the database will be transferred into separate excel files and handed over to the Client at no extra cost. However, should the Client require the data in an external pre-defined format, the same will be provided after studying the complexity of the requirement and if needed levelling a suitable charge.

9. Likewise, if the Supplier chooses to exit from this Agreement any time before the completion of the said 5 continuous Academic Years (that is, any time before July 31, 2023), the Supplier will have to pay -

i) a sum of Rs.20,00,000/- (Twenty Lakh) to the Client for breach of this Agreement if the Exit date is on or before December 31, 2019, or

ii) a sum of Rs.15,00,000/- (Fifteen Lakh) if the Exit date is on or after January 1, 2020 and on or before December 31, 2021 and, finally,

iii) a sum of Rs.10,00,000/- (Ten Lakh) if the Exit date is on or after January 1, 2022 and on or before July 31, 2023.

However, if the Supplier's reason to exit from this Agreement any time before the completion of the said 5 continuous Academic Years (that is, any time before July 31, 2023) is due to non-payment of dues by the Client as laid down in this Agreement OR due to the Client breaching any Terms and Conditions as laid down in this Agreement without giving a proper explanation, this cannot be construed as the Supplier exiting from this Agreement.

Likewise, in the event of Force Majeure (ex. Riots, lock-outs, curfew, etc.) where it is not possible to provide services because things are beyond the control of the Supplier thereby resulting in the Agreement having to be terminated, the Supplier is not liable.

10. On completion of the initial 5 continuous Academic Years as explained in point number 7, above, either party can terminate the agreement by giving a three month notice to the other party. Alternately, on completion of the initial 5 continuous Academic Years the Agreement can be renewed in multiples of another 3 Academic Years by preparing and signing a new Agreement document.

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11. While under contract, if there is any new software that might be required which could be related to any of the modules mentioned in point number 5 above, The Client must FIRST approach The Supplier, Silvodel Solutions, for the development of the same and that too at least 8 months prior to the desired modules going live and only if The Supplier conveys in writing that it cannot develop such software can The Client approach other vendors. Any failure by the Client to strictly comply with this item (point number 11) will result in a breach of the Agreement and The Client will have to pay a penalty amounting to Rs. 7,50,000/- (Seven Lakh Fifty Thousand) to the Supplier for each time that the Client fails to comply with this requirement.

12. The Supplier's provision of the Services to the Client is non-exclusive. Nothing in the Agreement prevents the Supplier from providing the Services to any other person/institute/body.

13. The Supplier will use reasonable efforts to ensure the SaaS Service is available [*during normal business hours in India/on a 24/7 basis*]. However, it is possible that on occasion the SaaS Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. The Supplier will use reasonable efforts to notify the Client by email, in advance, details of any unavailability.

14. The Supplier may, from time to time, make available additional services to supplement the SaaS Service. Further, at the request of the Client and subject to the Client paying the applicable Fees, the Supplier may agree to provide to the Client an additional Related Service on the terms agreed to by both the parties.

15. The Client must not resell or make available the Services to any third party, or otherwise commercially exploit the Services.

16. The Client acknowledges that the Supplier may require access to the Data to exercise its rights and perform its obligations under the Agreement; and to the extent that this is necessary that the Supplier may authorise a member or members of its personnel to access the Data for this purpose. Therefore, the Client must arrange all consents and approvals that are necessary for the Supplier to access the Data as required from time to time.

17. The Parties acknowledge that it or its employees may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other Party or its affiliated companies or their clients or to third parties to whom the Party owes a duty of confidentiality. Any and all non-public information of any form obtained by the Parties or its employees in the performance of this Agreement shall be deemed to be confidential and proprietary information. The Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than the provision of Services as contemplated by this Agreement and to advise each

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of its employees who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential.

Confidential information shall not include information that is -

(i) in or becomes part of the public domain other than by disclosure by the Party in violation of this Agreement,

(ii) demonstrably known to the Party previously,

(iii) independently developed by the Party outside of this Agreement or

(iv) rightfully obtained by the Party from third parties or

(v) as required to be disclosed by the Party under law or to any government agency. It is understood and agreed that in the event of a breach of this Section damages may not be an adequate remedy and the Parties shall be entitled to injunctive relief to restrain any such breach, threatened or actual. This provision shall survive termination and expiration of the Agreement.

18. The Supplier may use Data to generate anonymised and aggregated statistical and analytical data (**Analytical Data**); and may use Analytical Data for the Supplier's internal research and product development purposes and to conduct statistical analysis and identify trends and insights; *and* the Supplier's rights will survive termination of expiry of the Agreement; and title to, and all Intellectual Property Rights in, Analytical Data is and remains the Supplier's property. The Analytical Data howsoever will not be shared with other institutions or individuals or agencies or published in public domain.

19. The Client acknowledges and agrees that to the extent Data contains Personal Information, in collecting, holding and processing that information through the Services, the Supplier is acting as an agent of the Client for the purposes of the Privacy Act and any other applicable privacy law. Further, the Client must obtain all necessary consents from the relevant individual to enable the Supplier to collect, use, hold and process that information in accordance with the Agreement.

20. While the Supplier will take standard industry measures to back up all Data stored using the Services, the Client agrees to keep a separate back-up copy of all Data uploaded by it onto the SaaS Service.

21. The Client indemnifies the Supplier against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by the Supplier's solicitors) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.

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22. Title to, and all Intellectual Property Rights in, the Services, the Website, and all Underlying Systems is and remains the property of the Supplier (and its licensors). The Client must not contest or dispute that ownership, or the validity of those Intellectual Property Rights. Likewise, the Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains the property of the Client. The Client grants the Supplier a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the Data for any purpose in connection with the exercise of its rights and performance of its obligations in accordance with the Agreement.

23. To the extent not owned by the Supplier, the Client grants the Supplier a royalty-free, transferable, irrevocable and perpetual licence to use for the Supplier's own business purposes any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by the Supplier in the provision of the Services.

24. If the Client provides the Supplier with ideas, comments or suggestions relating to the Services or Underlying Systems (together **feedback**): all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by the Supplier; and the Supplier may use or disclose the feedback for any purpose.

25. With respect to prompt & good support / service - the Client is required to inform the Supplier of the problem / issue via telephone or email and every effort will be made to resolve the reported issue by attending to it remotely. In cases where the issue being reported necessitates a visit to the Client's office, a representative from the Supplier's office will visit the Client's premises whenever the Client requests such a visit to attend to / resolve any problem that the Client might face from time to time.

26. This Agreement shall be governed, constructed, interpreted and given effect to according to the laws of India and courts of Mumbai shall have exclusive jurisdiction.

27. If any part of this Agreement shall be held unenforceable, the remainder of this Agreement will nevertheless remain in full force and effect.

28. Before taking any court action, a party must use best efforts to resolve any dispute under, or in connection with, the Agreement through good faith negotiations. Each party must, to the extent possible, continue to perform its obligations under the Agreement even if there is a dispute.

29. Neither party is liable to the other for any failure to perform its obligations under the Agreement to the extent caused by Force Majeure, provided that the affected party: immediately notifies the other party and provides full information about the Force Majeure; uses best efforts to overcome the Force Majeure; and continues to perform its obligations to the extent practicable.

30. A notice given by a party under the Agreement must be delivered to the other party via email using the email address set out in the Communication Details or otherwise notified by the other party for this purpose. If the notice is a notice of termination, a copy of that email must be immediately delivered (by hand or courier) to the Chief Executive or equivalent officer of the other party at the other party's last known physical address.

31. The Agreement sets out everything agreed by the parties relating to the Services, and supersedes and cancels anything discussed, exchanged or agreed prior to the Start Date.

FEES & PAYMENT TERMS

The Client must pay to the Supplier the Fees as under -

1. **ONE-TIME** configuration, installation & setup cost of Rs.35,000/- (Thirty-five Thousand) payable once the main module(s) have been deployed on the server and handed over to The Client for using.

2. **Monthly Usage Fee (MUF)** – Starting Base Price in the First Year of the 5-year Agreement will be - Rs.1,30,000/- (One Lakh Thirty Thousand) payable monthly and commencing from June 1, 2018. For the above, the Supplier will provide the Client with valid GST tax invoices (if applicable) monthly in arrears for the Fees due in the previous month.

3. **Annual Admission module usage charges** @ 7.0% (Seven Per Cent) of the Gross Total Income (Application **Base Form Rate x Total Number of Applicants**) from all the online admission applications received in a given Academic Year plus taxes if applicable. As agreed by both parties, the Base Form Rate for Academic Year 2019-2020 will be Rs. 500/- per application form and for ALL future Academic Years after 2019-2020, the Base Application Form Rate will be greater than or equal to Rs.500/- per application form but never less than Rs.500/-. If ever the Base Form Rate drops to below Rs. 500/- per application form, then for billing purposes, the Base Form Rate will be taken as Rs.500/- per application form.

   A separate invoice will be raised for this service and this amount is payable annually and within 30 days of the online admissions being closed.

   All Fees mentioned above exclude GST, which the Client must pay on taxable supplies under the Agreement.

4. Goods and Service Tax (GST) at 18% (if applicable) will be calculated separately on the Base Price as applicable and will be payable in addition to the MUF.

5. **To cope with the prevailing inflationary trends / increased taxes / increased operational costs etc., the Monthly Usage Fee (MUF) amount will be increased by 7 % of the existing Base Price annually at the start of every new Academic**

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Year (that is, in the month of June of every new Academic Year). The first such increase will take effect in the month of June, 2019.

6. All bills of the previous month must be paid by the 7th of the next month electronically in cleared funds without any set off or deduction. This amount is **non-refundable**. Where payments are not made by the 7th of the month on which the payment is due, a further grace period of 5 days will be given along with a written reminder via email. On lapse of the 5-days, access to the software will be disabled till such time full payment is received.

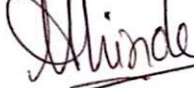## NAME, E-MAIL ADDRESS & MOBILE TELEPHONE NUMBER FOR COMMUNICATION

Supplier	Client
Name : Lennox Baptista	Name : Dr. Rajendra Shinde, Principal
E-mail : lennox@silvodel.com	E-mail : principal@xaviers.edu
Mob. No.: 98200 65155	Mob. No.:98191 00131

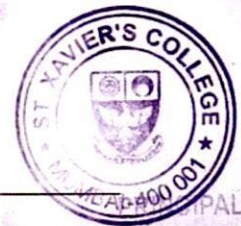SIGNED for and on behalf of
SILVODEL SOLUTIONS by:)

)   _Baptista_
    Authorised signatory

_____
Lennox Baptista

SIGNED for and on behalf of ST.
XAVIER'S COLLEGE
(AUTONOMOUS), MUMBAI by:)
)   _Shinde_

Authorised signatory

_____
Dr. Rajendra Shinde, Principal

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