

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is made effective as of the Effective Date (specified in Schedule 1) by and between Tata Consultancy Services Limited, a company incorporated under the Companies Act, 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, herein after referred as 'TCS' (which expression shall include its successors and assigns) and the Customer entity named in the signature block below, with other details thereof set out in Schedule 1- Contract Details, herein after referred as a 'Customer' (which expressions shall, unless the context requires otherwise, includes its successor in business and permitted assigns). In this Agreement, TCS and Customer are collectively referred as "Parties" and individually as a "Party".

WHEREAS TCS has developed a proprietary business concept, known as 'T-as-a-Service' aimed at delivering an integrated suite of end-to-end business solutions and cloud services to small and medium businesses (SMB), involves use of shared software applications owned or licensed and hosted by TCS at a centralized TCS facilities and/or deployed at Customer facilities; AND WHEREAS Customer who has been introduced to TCS by the entity/person named in Schedule 1, desires to avail of certain services of TCS as more fully described in Schedule 2 and TCS agrees to provide such services in accordance with the terms and conditions set out in this Agreement.

HOW THIS AGREEMENT WITNESSETH:

1. Definitions:

All capitalized terms used in this Agreement or any attachment thereof, unless the context specifically requires otherwise, shall have the meaning assigned to each of the terms given in Exhibit A hereto.

2. Scope of Services:

2.1 **Services:** The scope of Services to be provided by TCS to Customer is as described in Schedule 2. TCS will host on TCS's Services Environment at TCS designated location(s), and/or deploy on designated Customer systems at Customer designated location(s) identified in Schedule 2, the TCS Application System, for provision of such Services. TCS reserves the right to modify the Services Environment without impacting the Services. The Services may commence on the Effective Date identified in Schedule 1, unless the Parties otherwise agree. If the Parties desire to modify the Scope or Services in Schedule 2 in any manner, the Parties agree that such change, to Schedule 2 and its corresponding change to other Schedules hereto shall be implemented in accordance with the Change Control Procedure defined in Schedule 5 hereto.

2.2 **Permitted Use of Services:** Customer's use of TCS Applications System shall always be subject to the Licensing Conditions stipulated in Schedule 3. In case the TCS Application System includes a third party software (identified in Schedule 2), 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.

TCS Confidential

3. Obligations of Customer:

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 TCS. Customer shall limit the access to Services Environment only to the Authorized Users. Each Authorized User shall follow the security policies and rules as have been notified by TCS. Customer acknowledges that the Services offered by TCS under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services for Customer's own data processing and business use only and agrees that the Customer shall not in any way commercially exploit the Services otherwise. Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Services including those related to data privacy, international

communications and the transmission of technical or personal data. The Customer shall notify TCS immediately of any unauthorized use of the Services or Services Environment. Customer undertakes that all Customer Data will not infringe the intellectual property rights of any third party.

4. Proprietary Rights

All rights, title and interests in and to the Services Environment, TCS Application System and any other material used by TCS in the provision of the Services shall exclusively belong to TCS or its licensors ('TCS Proprietary Material'). Any and all Intellectual Property Rights with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements or derivative works made thereto shall always belong to TCS or its licensors and the Customer shall not be entitled to exercise any rights therein. Customer agrees that TCS 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. The Customer acknowledges that the provision of the Services hereunder by TCS shall be on a non-exclusive basis and TCS shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude TCS from providing such services or performing such obligations to its other clients.

5. Compensation

In consideration of the Services hereunder, the Customer shall pay TCS the fees and expenses ('Charges') as specified in Schedule 4. All amounts payable to TCS are exclusive of any Taxes. Customer shall be entitled to deduct from applicable payments to TCS, any tax on TCS income deductible at source at the rates applicable as per the provisions of Income Tax Act, 1961 and provide TCS with evidence or certificate of payment of such tax to its taxing authority. TCS shall submit invoices to Customer in accordance with the payment schedule in Schedule 4. Customer shall remit payment to TCS within forty (40) days from the date of invoice. TCS shall invoice the Customer shall make payment, in advance, in accordance with the billing period specified in Schedule 4. If any invoice remains unpaid after the aforesaid period, TCS shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services.

6. Representations And Warranties

TCS warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Schedule 2. Notwithstanding the aforesaid, any Services which are



provided by TCS free of charge or are otherwise not chargeable, shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, TCS MAKES NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY TCS.

Customer warrants that, it shall provide all information, material, data and other assistance (including knowledge transition) required by TCS to enable TCS to provide Services to the Customer in accordance with this Agreement. Customer warrants that it shall limit the access to TCS Application System and Hosting Environment only to the Authorized Personnel. Further, Customer warrants that each Authorized Personnel shall follow the security policies and rules as have been notified by TCS. Customer further warrants that the Services are for Customer's own business use only and agrees that the Customer shall not, in any way, commercially exploit the Services otherwise.

Customer warrants to TCS that the materials, data, information and other assistance ('Customer Materials') supplied to TCS or uploaded by Customer on TCS Application System for the purpose of execution of the terms of the Agreement are either Customer owned properties or are properties obtained by Customer under proper intellectual property licenses. Customer further warrants that the said Customer Material provided by Customer or uploaded by the Customer on TCS Application System shall not infringe any intellectual property rights or proprietary rights of any party. Customer further warrants to TCS that Customer Material supplied to TCS or uploaded by Customer on TCS Application System shall not violate any applicable laws and regulations. If the Customer Materials supplied by Customer or uploaded by Customer on TCS Application System are found to infringe the intellectual property rights of any party or is in violation of any law or regulation, then Customer shall defend TCS and its directors, officers and employees from and against any such suit, claim, proceeding and indemnify and hold TCS harmless against all judgment, damages, costs, fine, penalty and expenses (including, reasonable attorney fees). This clause shall survive the termination of this Agreement. However Parties agree that, TCS shall have the right and license to use the Customer Materials for support, testing and enhancement.

7. Limitation of Liability

Neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the amount paid to TCS by the Customer for the Service that gives rise to such liability, during the twelve month period immediately preceding such claim. The limitation on any Party's liability

herein shall not apply to liability for damages, resulting from (i) the willful misconduct; and (ii) breach of the license conditions and obligations in respect of use of TCS Application System. TCS shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of Customer to perform any of Customer's obligations. In such event, TCS shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the Customer for additional costs incurred, if any, as may be mutually agreed upon between the Parties. With respect to Managed Services, it is agreed between the Parties that TCS shall not be liable for any operational losses sustained or incurred by the Customer.

8. Confidential Information

Each Party (the 'Receiving Party') acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereinafter defined) provided by the other Party (the 'Disclosing Party') hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care; (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder; and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause 8. The provisions of this Clause 8 respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and derivatives thereof.

9. Processing Norms

Both Parties acknowledge and agree that the provision of certain Services under this Agreement may require TCS to interact with the clients and suppliers of Customer relating to the Services as special agent for and on behalf of the Customer, and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ('Processing Norms') provided by Customer and agreed by the Parties. TCS shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and TCS shall incur no liability for claims, losses or damages arising as a result of TCS's compliance with the

Authorized Signatory

Processing Norms. Customer agrees to indemnify, defend and hold TCS and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from TCS' compliance with Processing Norms and the Customer's liability arising out of this Clause shall be outside of the liability cap provided in Clause 7. Further, Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data

10. Term And Termination

10.1 Term. The term of this Agreement shall commence on the Effective Date and continue for Contract Term specified in Schedule 1, unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.

10.2 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.

10.3 Termination for convenience. Either Party may terminate this Agreement for convenience by providing a 45days notice to the other Party.

10.4 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 TCS Application Systems and Services Environment; (ii) return to TCS any of TCS 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 TCS books whichever is higher; and (B) TCS shall (i) return to Customer all confidential and proprietary information of Customer; (ii) if a third party software license is obtained specifically for the Customer under this Agreement and allows Customer to use such software after termination of this Agreement (as specifically identified in Schedule 2), then TCS shall transfer such third party software to Customer on an 'AS IS' basis. Any additional fee if applicable for such transfer shall be borne by the Customer.

11. Non Solicitation

Neither Party will, without the consent of the other Party, 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

12. Miscellaneous Provisions

12.1 Independent Contractors and assignment. Each Party to this contract is an independent contracting entity and shall not be deemed an agent, legal representative, joint venture partner or partner of the other. Neither Party is authorized to bind the other to any third person. Customer shall not assign or transfer this

Agreement or any obligations hereunder to any third party, without the prior written consent of TCS.

12.2 Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at Mumbai and the award made in pursuance thereof shall be binding on the Parties.

12.3 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, purchase order's, agreements and understandings between the Parties hereto, with respect to the subject matter hereof. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by, and to the extent permitted by applicable law, a Party is not liable to another Party in contract or tort or in any other way for, a representation or warranty that is not set out in this Agreement. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each of the Parties. If any provision of this Agreement be held invalid or unenforceable by a competent court, such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall remain fully valid and enforceable unless otherwise agreed between the Parties. No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement. Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement.

12.4 Force Majeure: Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement without liability.

12.5 TATA Code Of Conduct. The activities of all TCS employees are governed by the Tata Code of Conduct, a copy of which is available at link

<http://www.tata.com/aboutus/articles/inside.aspx?article=NyGNILHkaAC=>

Customer agrees to make good faith efforts to notify TCS designated executives of any breach of the Tata Code of Conduct by any TCS personnel relating to this Agreement. TCS in turn, undertakes that it will maintain confidentiality of all communication received.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date(s) mentioned below, effective as of the Effective Date.

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Shanti Education Society ("Customer")

For Shanti Education Society

By:

Name: Rahul Singh

Title: Director, Poornima Group

Date:-

Tata Consultancy Services Ltd.
("TCS")

By:

Name: Venguswamy Ramaswamy

Title: Global head- TCS ION

Date:-

25/10/2022



EXHIBIT A
DEFINITIONS

"Active Users" means students whose record is created in TCS systems and is in active status.

"Agreement" means the Agreement for Services to which this Exhibit is attached, signed between the Parties hereto, and shall include all Exhibits, Schedules, and other attachments attached thereto or referenced therein.

"Authorized Users" means only those individuals working for and on behalf of Customer, or for Customer's clients, or individual clients of Customer identified in **Schedule 2**, who have a bona fide need to have access to TCS Application System in connection with the use of Services by Customer under this Agreement.

Change Champion means a full time employee of the Customer, who is designated by Customer to provide the leadership and drive the ERP implementation, to ensure 100% support from all the Customer's internal users in supporting TCS in the implementation phase.

"Customer Data" means all applicable information, data and materials furnished or made available to TCS and/or introduced in the Services Environment by or on behalf of Customer, using the TCS Application System and/or Services.

"Confidential Information" means and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other designated confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers, that may be received or obtained by the Receiving Party as a result of this Agreement. The terms "Disclosing Party" and "Receiving Party" shall have the meaning assigned to each of them in Clause 8.

"Contract Term" means the period of contract specified in **Schedule 1**.

"Computing Environment" shall mean Customer's computer, hardware, software and operating environment as identified in **Schedule 2**, on which the TCS Application System or component thereof shall be installed for Customer's use in accordance with the Use Terms in **Schedule 3**.

"Effective Date" means the date on which this Agreement has come into effect, as identified in **Schedule 1**.

"Equipment" means certain hardware/software (including networking hardware (MPLS) and software) items identified, if any, in **Schedule 2**, to be supplied or made available by or on behalf of TCS, outside the Hosting Environment, for use by Customer's Authorized Users strictly for accessing TCS Application System for the purpose of availing of the Services hereunder.

"Hosting Environment" means TCS's servers within the facilities and environment managed and utilized by TCS to provide the Services to Customer, including all software, servers, hardware, networks, equipment, and telecommunications facilities and the technology installed within such environment and as described **Schedule 2**.

"Intellectual Property Rights" means any and all intellectual property rights and industrial rights of any kind, including without limitation, copyrights, patents, trademarks, design rights and trade secrets and any other form of related protection, statutory or otherwise, wherever in the world subsisting, whether registered or not.

"Licensing Conditions" means the terms and conditions applicable for use of the respective items of TCS Application System or third party software, as identified in **Schedule 3**.

"Services" means the services to be performed by or on behalf of TCS under this Agreement as specified in scope of Services in **Schedule 2**.

"Services Environment" means collectively or severally (as the context may require) the Hosting Environment, TCS Link and Equipment.

"Subscription Fees" means the periodic (monthly, quarterly, annually) software charges that needs to paid by the Customer for TCS Application System that has been provisioned for them in TCS Hosting Environment.

"Taxes" means any sales, use, value added tax, service tax or any other taxes of similar nature or any similar, additional or replacement duty, levy or tax applicable to or in connection with the charges payable or Services rendered under this Agreement, other than tax based on TCS's income.

"TCS Application System" means the specific software applications/solutions whether owned or licensed by TCS identified in **Schedule 2**, which TCS will either host on its Services Environment and/or install on the Customer Environment for the provision of Services under this Agreement. TCS Application System includes, without limitation, proprietary software programs, processes, algorithms, user interfaces, know-how, techniques and other tangible and intangible technical material or information and the technology installed within TCS Application System.

"TCS Link" means a link either by way of a link located at a URL or a physical port prescribed by the TCS in **Schedule 2** established, provided and maintained by TCS, as part of the Services, for connecting to TCS Application System.

SCHEDULE 1
CONTRACT DETAILS

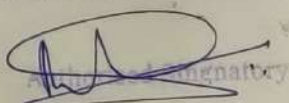
4. The details of the Customer are as follows:

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Company Name	Registered office address	Details of Contact person
Shanti Education Society	ISI-2, RIICO Institutional Area, Sitapura, Jaipur, Rajasthan - 302022	Name- Rahul Singh Designation- Director, Poornima Group Contact No- 9829000071 Email Id- rahulsinghi@poornima.org

Contract Term	Effective Date
5 years from Effective Date	25 th Oct, 2022

For Shanti Education Society





SCHEDULE 2

Scope of Services

I. TCS Application systems

TCS will provide the following applications as Implementation Services:

Implementation Services:

TCS ION Admission Solution
TCS ION Academics Solution
TCS ION Exam and Grading Solution
TCS ION Administrative Services Solution
TCS ION Support Services Solution
TCS ION Student CRM
TCS ION SIMS Solution
TCS ION Visitor Management
TCS ION Placement Management
TCS ION Digital Learning
TCS ION Helpdesk Solution

Under Implementation services, TCS will do initial configuration of ERP and get the system ready for use. First exam cycle configuration shall be owned by TCS and will be run as parallel to existing process of customer. Second exam cycle customer will configure and TCS will support. Customer shall carry out all end user transactions post initial first configuration. 2nd year onwards, all the configurations and transactions shall be owned by the customer independently.

II. Scope of Services

Cloud Services

In a Cloud Services environment, business applications as part of the IT-as-a-Service will be hosted, managed and run at TCS Data centers in a secure environment. The customer can access their applications at the Data Centre through a network connection. These applications will be continuously updated by TCS to address the changing technology, business & market needs.

The scope lists the capabilities of the Solution(s). Together with Activation, Customer needs to agree on the capabilities relevant to its business which needs to be finalized.

Sr. No.	Solution Name	Hyperlink
1	TCS ION Admission Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/Admission_Module.pdf
2	TCS ION Academics Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/Academics_Module.pdf
3	TCS ION Exam and Grading Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/Exam_and_Grade_Management_Solution.pdf
4	TCS ION Administrative Services Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/Administrative_Solution.pdf
5	TCS ION Support Services Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/Support_Service_Solution.pdf
6	TCS ION Student CRM	Not Applicable
7	TCS ION SIMS Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/SIMS.pdf
8	TCS ION Visitor Management	Not Applicable
9	TCS ION Placement Management	Not Applicable
10	TCS ION Digital Learning	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/LX.pdf
11	TCS ION Helpdesk Solution	Not Applicable

- TCS ION will provide Self Services dashboards for stakeholders to view and undergo transactions. In addition, there is mobile application (with AS IS mobile supported use cases), namely, mTOP (which can be downloaded from TCS Help Central) which can also be used to undergo key transactions.

TCS ION Student CRM

Student CRM is designed to handle the business process of lead management, for an educational institution. It is used to track the life cycle of lead (prospect candidate for courses offered by university) to applicant (Confirmed Student), via various communication and tracking tools. It also provides a strong role management module which enables an authorization framework within SCRM solution.

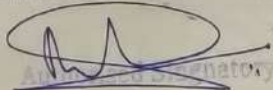
Student CRM is a Cloud Based Application, and hence supports hassle free upgrades with little or no downtime. Being a multi-tenant application, it supports tenant specific configurations like user language, organization language, time zones, and various other functional settings.

Key Features

- Customizable lead registration form for each client with institute banner and logo
- Direct lead creation and upload facility exists apart from lead registration process.
- Sleek looking Dashboard UI with authorization
- Track open leads
- Follow up can be conducted for selected leads
- View all the communication happened (or planned) between counsellor and lead in a timeline view
- Lead/Applicant login to upload documents or send / view offline messages

TCS ION Visitor Management

For Shanti Education Society





The application is designed in a flexible way, and can be used to record and track details of visitors and the visit information. Using the Visitor Management Application, all details are stored in the system. The visitor's previous data is also stored along with the materials/devices carried. There is no need to enter the details again and the previous records can be retrieved, same data can be reused to make entries and also print the gate pass. Also the in time /out time capture is accurate along with the actual geo-location capturing. With this app even blacklisting of a visitor is possible which could not be done in manual process.

Key features

- Comprehensive Dashboard with charts and graphs and information at one glance.
- Design your own gate-pass.
- Create QR code and send it through SMS to visitor. During QR code can be scanned and visitor can be validated.
- Photo capturing functionality with pass print.
- Mobile and tablet support.
- Complete web based solution and anywhere access facility.
- Tool tips and captions are available for the flexible usability.
- Check-in and check-out control with a fix period of time.
- Quick glance about number of visitors per day based on their visiting status.

TCS ION Placement Management

Placement Management is an application to conduct the placement drive smoothly for any organization. Three basic entities are present in this application which are-Student, Company and Admin/Employee. From capturing student data to creating drives and finally student being selected for any particular company, many major activities are being covered in this application.

This Bizapp has 3 major roles:

1. Admin Login
2. Student Login
3. Company Login

TCS ION Helpdesk

TCS ION HelpDesk solution enables users (students or employees) to raise tickets to clarify functional queries or to register issues encountered in the daily usage of the services. Depending upon user role in the organization either as an admin user or general user, user can view or access certain functionalities in HelpDesk solution.

Helpdesk solution is entirely provisioned for internal grievance handling and issue resolution purpose. All the tickets raised through Helpdesk solution will be taken care by Customer.

The key features of the ION HelpDesk are:

- **Centralized Tool:** Helpdesk provides a centralized customer query tracking tool where users can receive help on various issues and raise complaint tickets.
- **Defined CTIS for Tickets:** The ticket parameters such as Problem Category/Type/Item/Severity (CTIS) can be defined in the Manage Ticket Data module.
- **Ticket Tracking:** The help desk enables tracking user requests with a unique ticket number
- **Assign Workflow:** Workflows can be defined for tickets which will enable the movement of the ticket across Experts, Departments, Supervisors, Escalation and Implementer.
- **Escalation for Tickets:** When a ticket is raised and if no action is taken on the ticket for a long time, the ticket can be auto-escalated.
- **Delegation of Tickets:** When a ticket is raised and if the reviewer is not present to take action on the ticket for a long period, then the reviewer can delegate the ticket to another reviewer to take action on it.

Roles and Responsibilities

TCS will be responsible only for configuring the system for the first session and all transactions will be done by the customer users.

	Responsibility	Common	Digital Campus	Digital Learning
First Setup & Configuration	TCS	<ul style="list-style-type: none"> • Configure the system • Upload data and setup masters provided in TCS templates • Configure Reports and Communications module for the standard reports required by customer • Provide support during go-live 	Do complete initial configurations for all the contracted modules	Setup 5 course templates and courses
Training	TCS	Conduct "Train the trainer" type trainings for each module	Training on performing transactions in the system (total of 15 days day training program for all the modules of one batch of 10 to 15 employees)	Training on how to create courses, deliver courses and community posts (total 3 days day training program for one batch of 10 to 15 employees)
System usage	Customer	User Management & Level 1 support to the employees and Students	<ul style="list-style-type: none"> • Perform transactions in the system • Run reports • Perform configuration changes based on user requests 	<ul style="list-style-type: none"> • Creating courses from Digital campus/Digital learning • Loading learning content • Course/Assessmen



	Responsibility	Common	Digital Campus	Digital Learning
				t/Community Delivery
Processing & Reports	Customer	<ul style="list-style-type: none"> Do all the transactions in the system Run required reports 	<ul style="list-style-type: none"> Admission Processing Marks Capture and Result Processing Payroll Processing 	<ul style="list-style-type: none"> Generate usage reports
Ongoing Support	TCS	None	<ul style="list-style-type: none"> Track and resolve PR tickets raised by customer 	<ul style="list-style-type: none"> Track and resolve PR tickets raised by customer
Next Term / Next Year Configuration	Customer	None	<ul style="list-style-type: none"> Configure the system for next term/ year 	None

Please find below the hyperlinks detailing the TCS & Customer activities under Implementation Services

For TCS iON Exam and Grading Solution

<https://www.tcsion.com/dotcom/TCSSMB/downloads/solutionscope/IDEImplementationScopeBAUandMST.pdf>

For all other solutions

<https://www.tcsion.com/dotcom/TCSSMB/downloads/solutionscope/DCImplementationScopeBAUandMST.pdf>

L4 solution hyperlink

<https://www.tcsion.com/dotcom/TCSSMB/downloads/solutionscope/L4ImplementationScopeBAUandMST.pdf>

Data Centre Service levels:

Service availability rate at data center	98% based on quarterly review
Business hours support for data center	Mon – Sun between 7:00 – 23:00 hours

Exclusions:

The calculation of the SLA excludes events such as:

- The event has occurred as a result of a Force Majeure or during the implementation of any disaster recovery procedure.
- Any activities and/or outages mutually agreed upon by the parties (planned scheduled downtime).
- The last mile access (Network that connects customer location and Network Service Provider's Point of Presence) or broadband access that is not provided or managed by TCS or its authorized agents.
- The failure of a customer's application, equipment or facilities including any third-party equipment.
- Trouble Tickets associated with new installations or upgrades.
- An interruption where the customer elects not to release the service for testing and repair and continues to use it on an impaired basis.
- Interruptions during any period where TCS or its agents are not allowed access to the Customer premises where the access lines are terminated.

Out of Scope:

- TCS is not responsible for any software not provided by TCS
- Integration with external solutions or existing Customer systems is out of scope
- Procurement/subscription of any third-party solutions or services is out of scope
- Transaction Data migration from existing system of Customer to TCS system is out of scope.
- Data migration of passed out students and expired batches** will be out of scope.
- Online assessment for admission entrance test is out of scope.
- Any customer specific documentation
- Any data entry work
- Level 1 support for Customer users

**Expired batch is any batch that has completed the normal tenure of academic program without the grace period within the institute.

Support:

TCS will ensure break-fix support to the applications mentioned in scope of services. Any Change Request will be administered separately following Change Request process and additional charges will apply as per rate card in Schedule 4.

TCS Support desk can be reached by any of the following:

Toll Free Number	1-800-209-6030
E-mail	ion.servicedesk@tcs.com

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Training:

For Implementation Services

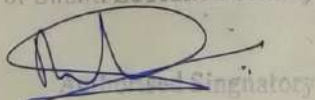
For the initial first year, TCS will provide maximum up to 3 offline trainings in total, to the dedicated ERP SPOCs on the configuration and transactions, using "train the trainer" approach at a centralized location identified by customer. Further trainings will be conducted at an additional cost as per rate card in Schedule 5.

Data Migration:

Transaction Data (define)

- Master Data** is defined as set of data that are used for setting up the system. Examples of such data include student personal information, fee heads and applicable fees, subjects, employee personal information (Master Data)

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- **Transaction Data** is defined as data that is a result of executing a transaction. Examples of such data include fees paid by a student, attendance marked for a subject, payment done to a vendor (Transaction Data)
- **History Data** is defined as data, both Master Data and Transaction Data, that belongs to previous financial years, belongs to students and employees who are no longer active or belonging to active batches.
- Master Data can be uploaded into the new system if customer can provide the data in the format of data templates provided by TCS. Master Data migration will be done only for active students and active employees.
- Transaction Data migration from existing system of Customer to TCS system is out of scope and will be charged additional and can be taken up on mutual agreement between TCS and Customer, based on feasibility, as determined by TCS.
- History Data migration: No History Data will be migrated into TCS systems, for students marks, attendance, fees, finance records or payroll data or employee leave records. For Active batch* students, only the latest EnG (Exam and Grading) records of the past semesters at semester-subject-exam level appeared by the student in the legacy system will be migrated. For any specific requirement of customer for any History Data migration, based on feasibility and acceptance by TCS, additional charges and timelines will need to be mutually agreed upon.
- Data of old students (if required) can only be stored in predefined formats as a cloud storage in Digital communities which can only be downloaded by the customer in as-is format, as & when required. 100 GB will be provided as a default storage capacity in Digital learning platform for storing data of old students. Any additional storage required will be provisioned at an additional cost as per rate card.

*Active batch is any batch which has not completed the normal tenure of academic program and students admitted in that batch will be appearing for atleast one exam cycle in the TCS ION system post implementation

I. **TCS Designated locations:**

TCS will host its applications from TCS Data Centre.

II. **Customer designated locations:**

None

III. **3rd party software incorporated in TCS Application System:**

None

IV. **3rd party software (if any) obtained specifically for the Customer and to be used by Customer even after termination of Agreement:**

None

V. **Authorized Users:**

The employees (including temporary and contract employees) of the Customer that have been duly designated and authorized to use the TCS Application System

TCS point of contact:

Name: Yogesh Shah
Email: yogesh.shah1@tcs.com

Customer Change Champion & Single Point of Contact:

Name: Rahul Singh
Contact 9829000071
Email: rahulsinghi@poornima.org

VI. **Target Environment:**

1. **Services Environment**

a) **Hosting Environment:**

TCS will perform all necessary maintenance and support the operation of the Hosting Environment and the TCS Application System and to provide the Services in accordance with the agreed service levels. TCS will promptly investigate and will make all commercially reasonable efforts to remedy any failure of the Services, Hosting Environment, TCS Application System and/or the TCS Link (defined hereinafter) to operate in good working order in accordance with the provisions of the Agreement

b) **TCS Link:**

Not Applicable

c) **Equipment:**

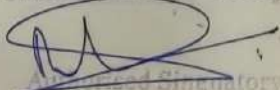
Not Applicable

2. **Computing Environment**

TCS recommends the following as minimum configuration to be able to run the TCS application:

- Desktop System with 1 nos. of Intel processor – Dual Core/Core 2 Duo
- Windows XP Professional / Windows 2003 / Windows 7 Professional (32-bit version) Operating System
- Minimum 1 GB RAM
- At least 80 GB SATA disk
- 17-inch monitor
- Standard keyboard and mouse.
- MS Office in the desktops of for key users
- The supported browsers are , Firefox and Chrome (latest versions).

The network bandwidth sizing at customer site for accessing the TCS Solutions is expected to be approx 400Kbps for 20 concurrent users, once solution is launched, for non-video traffic. The customer will use their own Internet link, at their own expense, to access ION solutions. The customer will upgrade the network bandwidth as per growth in concurrent users.


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VII. Data availability at the various layers:

- a. **Hardware Availability:** State of the art hardware (servers, storage, networking elements) configured in Active-Active or Active-Hot Standby mode ensures High Availability (HA) of our infrastructure elements.
- b. **Application Availability:** All application components (Web, Application, Database) are configured in Active-Active mode. This ensures that the application, as well as data is available to the customers with high availability.
- c. **Data Availability:** The deployment architecture ensures that the same data is available on multiple servers. In the event of data issues, data can be recreated with no data loss from the other servers.
- d. **Backups:** Backups are taken every day and retained for varying periods of time (daily, weekly and yearly). Backed-up data is available off-site. Backup recovery tests are performed at regular intervals to ensure integrity of backups.
- e. **Data Format:** In the event of termination of this Agreement TCS shall give the customer data in either CSV or XLS format in CD or through file transfer, based on a written request by the Customer on what data is required for them within 15 days of expiry or termination of Agreement. For data to be provided by TCS, all pending invoices should have been cleared by the Customer. Customer data will be retained for a period of 90 days from expiry of Agreement. After this period of 90 days, all data will be deleted from TCS records. In case customer data has to be extracted and provided within the first year of the Agreement, additional one time data extraction charges of 50,000 will apply.
- f. **Disaster Recovery:** A Disaster Recovery Data Center is in operation. Data from the primary data center is mirrored onto the DR Data Center near real-time. Operations will shift to the DR data center in the event of a catastrophic failure of the primary data center. In addition, customers have the ability to, at their convenience, login to the DR data center and verify data availability.

SCHEDULE 3

Licensing Terms for TCS Application System

APPENDIX-1 to Schedule 3

USE TERMS for TCS Application System (TCS proprietary)



These Use Terms will govern the Use by Customer of TCS Application System (more specifically described in Schedule 2), during the Contract Term of the Agreement for Services effective 25 Nov 2022 ("Agreement") signed between Customer named herein below and Tata Consultancy Services Limited ("TCS").

1. DEFINITIONS

The following capitalized terms shall have the meaning set forth below for all purposes of this Use Terms:

"Target Environment" shall mean Services Environment or Customer Environment, as specified in the Schedule 2 with respect to each component of the TCS Application System. "Services Environment" has the meaning ascribed to it in the Agreement. "Customer Environment" has the meaning ascribed to it in the Agreement. "Use" means using and/or accessing the TCS Application System other than the Authorized Users, whether it is installed on Customer Environment or on the Services Environment, for the purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by the TCS under this Agreement, in terms of this Use Terms. All other capitalized terms used herein but not defined above, shall have the meaning ascribed to them in the Agreement.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Usage rights. (i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the TCS Application System by TCS or upon TCS permitting access to Customer of the TCS Application System through any means, TCS hereby grants to Customer the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the TCS Application System during the Agreement for Contract Term. The foregoing does not (a) authorize installation of the TCS Application System other than on Target Environment, (b) permit Use of the TCS Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the TCS Application System to any Person other than Authorized User. Any extension or change of the contractual use of the TCS Application System requires TCS' prior written consent and authorization. Customer is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by any Authorized User shall be deemed to be a breach or non-compliance by Customer. Customer will indemnify and defend the TCS in respect of any breach of this Use Terms to the extent that such breach arises from any act (or failure to act) by the Authorized Users. (ii) The usage rights granted herein and the provisions of this Use Terms do not grant or convey to Customer any ownership rights and interest or title in or to the TCS Application System any Intellectual Property Rights therein nor do they permit Customer to make derivative works or to make copies of the TCS Application System. To the extent that TCS Application System consists of any software codes, such material, when delivered to Customer pursuant to this Use Terms, shall be delivered by TCS in Object Code form only and Customer shall not have any right or license with respect to the Source Code or data base design of the TCS Application System.

2.2 Proprietary and Confidentiality Markings or Notices. Customer shall retain all of TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the TCS Application System. Customer shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of TCS's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the TCS Application System or components thereof provided to Customer hereunder. Customer shall not remove or alter TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the TCS Application System or any part thereof including the documentation.

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2.3 Restrictions on Copying. Copying of the TCS Application System is prohibited except with TCS'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 TCS Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. Customer is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the TCS Application System or any part thereof or to create enhancements to or derivative works of the TCS Application System or any portions thereof.

2.4 Trademarks. Customer will have no rights in any trademarks or service marks or trade names adopted by the TCS and/or its licensors for the TCS Application System or any part thereof.

2.5 Breach. Should the TCS Application System be Used beyond the Use rights by Authorized Users as set out in this Section 2, TCS shall notify Customer in writing requiring Customer to cure the breach of Use Terms and if Customer does not cure such breach within 10 days (or such other period that the TCS may permit upon Customer's request), of receipt of written notice from TCS then TCS shall be entitled to terminate the Use rights granted hereunder in respect of such TCS Application System, without prejudice to any other rights or remedies TCS may have under this Use Terms or otherwise.


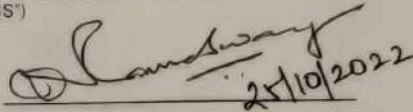
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3. OWNERSHIP AND PROPRIETARY RIGHTS

Customer acknowledges and agrees that TCS does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the TCS 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 TCS to Customer of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the TCS Application System or any enhancements, upgrades or derivative works thereof.

4. MISCELLANEOUS

In the event of any conflict between the provisions of this Use Terms and those in the Agreement for Services or the Agreement, notwithstanding any contrary provision anywhere else, Customer and TCS specifically agree and acknowledge that the provision of this Use Terms will prevail with respect to the TCS Application System.

<p>Shanti Education Society</p> <p>By:  For Shanti Education Society</p> <p>Name: Rahul Singhi</p> <p>Title: Director, Poornima Group</p> <p>Authorised Signatory</p>	<p>Tata Consultancy Services Ltd. ("TCS")</p> <p>By:  25/10/2022</p> <p>Name: Venguswamy Ramaswamy</p> <p>Title: Global head- TCS ION</p>
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SCHEDULE 4

COMMERCIALS

SrNo.	Solution Name	Minimum Users	Type of Users	Frequency
1	TCS ION Admission Solution	Refer table below	Students	Monthly
2	TCS ION Academics Solution			
3	TCS ION Exam and Grading Solution			
4	TCS ION Administrative Services Solution			
5	TCS ION Support Services Solution			
6	TCS ION Student CRM			
7	TCS ION SIMS Solution			
8	TCS ION Visitor Management			
9	TCS ION Placement Bizapp			
10	TCS ION Digital Learning			
11	TCS ION Helpdesk Solution			

Description	Amount
Set-Up Fee	INR 20 Lakhs
Access to TCS Solutions	INR 65 Per User Monthly Price (PUMP)

Year	Minimum user count
Year 1	6700
Year 2	7200
Year 3	7700
Year 4	7700
Year 5	7700



Commercial Terms

- Set-Up Fee will be due at the time of signing the contract and is non-refundable. Customer Set-Up includes (a) datacenter and (b) solution provisioning.
- Invoicing for 100% of Subscription Fees will start from 25th Oct, 2022. These are amortized software charges as per "Software as a Service" model and are NOT related to implementation or adoption of any specific modules.
- Subscription Fees invoices will be raised for minimum user count or for actual number of users in the system, whichever is higher.
- Subscription to ION services are on a continuous basis. Customer cannot suspend usage for few months in between and ask for waiver of invoices for those months, as the data and configuration still continue to be supported to TCS even during the period of non-usage.
- Addition of new institution or award, in addition to current institutions and awards, during the contract will have considerable efforts involved in configuration / implementation. Hence additional set up fees, in a proportionate basis, shall be applicable.
- TCS will raise monthly invoice for 100% of the Subscription Fees for minimum user count or for actual number of users in the system, whichever is higher.
- Partial usage or non-usage of the modules in scope will not affect Subscription Fees and will be always at 100% of the charges.
- All the mentioned charges are exclusive of taxes and duties.
- These prices are applicable for locations in India only and for a single instance in the data center.
- For invoice generation purposes, the customer authorizes TCS to query customer data for the user count or any other billing parameter applicable as per the fee for services schedule. Invoicing will be done for all active users of the system. In case some users are no longer needed to be active, it is the responsibility of the customer to de-activate any such users so that such inactive users are not billed.

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- The price quoted is applicable for the version contracted for. TCS works on perpetual beta model in which generic enhancements may be introduced in the TCS Solutions on a regular basis as part of TCS product roadmap, at no cost for the Customer.
- The total contract value shall not exceed INR 10 Crore during the contract term. For any increase in the contract value Customer and TCS shall mutually agree to sign an amendment or change request.
- During the Contract Term (5 years) Monthly Subscription Fees shall be increased by 2.5% of the existing price on every anniversary of the Agreement.


- The Customer will make the payment within the number of days mentioned in Clause 5 (other than Set-Up Fee). TCS prefers electronic mode of payment. Payment of the monthly subscription invoices are a pre-condition for the continuation of usage of TCS Application Systems and services. If the invoices are not paid within the due dates, TCS reserves the right to suspend customer user access to the TCS Application Systems after giving an e-mail notice of 15 business days. The access to the TCS Application Systems will be restored by TCS upon the payment of all the outstanding invoices, as per the contract terms. TCS may take at least 1 business day from the date of credit of the amounts in TCS bank accounts to restore the access back. Continued non-payment of ION invoices will lead to termination of ION services. Upon termination of services due to non-payment of invoices, customer data will be retained for 90 days, within which customer is expected to clear all the outstanding invoices and request for the data and

TCS will provide the same in CSV or XLS format. TCS may start contract renewal discussions 30 days in advance of contract expiry. It is expected that TCS and Customer will agree on renewal contract terms and sign the renewal contract, before expiry of the current contract term. Non-renewal of contract will lead to suspension of iON services on expiry of current contract.

Service Delivery Terms

- In the first month of implementation, TCS will conduct a detailed analysis of Customer's existing data for the modules that are in the scope of the contract and where data migration is applicable. Post this analysis, TCS will discuss with Customer and mutually agree upon one of the 2 options.
 - Option 1: Customer will completely own the data collection effort and will provide all needed data for data migration in TCS provided templates that are in Microsoft Excel format
 - Option 2: TCS will provide support for data migration, at additional cost that will be mutually agreed upon, to convert the data from customer provided Excel format to TCS Excel format. In case data is NOT in Excel format, Customer needs to put required data entry effort first to create the data in Excel format.
- Ownership, correctness and completeness of the data lies with the Customer only. Any rework will be taken up, at no additional charges, during initial 7 months of Effective Date. Post 7 months, any data corrections requested by Customer will be taken up on applicable additional charges, based on amount of rework.
- Resource support for configuration will be provided by TCS for maximum up-to 13 months from the Effective Date, Implementation effort beyond 13 months will be charged additionally.
- Implementation will only be on AS-IS capability basis. No Change Request will be accepted as TCS obligation as part of contract. Non implementation of a Change Request cannot be the basis for non-payment of Subscription Fees.
- TCS follows a process of Change Request to implement any customer requested changes required in any module/solution. Any change requested by customer, will be analyzed first for feasibility. If found feasible, the change will be taken up as part of product roadmap development as per TCS decided timelines. Additional charges will be mutually agreed upon based on efforts for development, testing and implementation. If customers had asked for some changes to the system and these changes were either not done or completed after some time, and this has resulted in delayed implementation of some of the capabilities, customer cannot ask for waiver of complete or portion of the invoices citing the lack of usage of certain modules or capabilities.
- Customer is responsible for any 3rd-party costs for integration items that are applicable to modules in scope. (For example, if SMS gateway is to be integrated, customer is responsible for the cost of subscribing to an SMS package from an authorized telecom provider. If Zoom platform is required for conducting live lectures/webinars, customer is responsible for the procuring the Zoom subscription.)
- TCS does not support any system level integration with 3rd party systems or Customer's internal systems. For specific integration requests, TCS will first analyze the feasibility and complexity. If found feasible, at additional applicable charges that will be mutually agreed upon following Change Request process, the development will be taken up as per timelines decided by TCS. All development and testing efforts with the 3rd party need to be borne by the Customer.
- For implementation, TCS will provide One(1) Project Coordinator, who will be responsible for tracking implementation progress, gathering requirements, understanding business processes and ensuring timely delivery of all modules.
- All consulting, training and implementation will be done at single location only (as decided by the Customer). The customer shall provide full time dedicated ERP team (minimum 3 people) to support implementation, data collation, training coordination and first level of user support, for the duration of the contract. Implementation will start only after formation of the dedicated ERP team.
- On Customer request, if non-local Specialist Consultants have to travel to any of the Customer locations, Customer will provide to and fro airfare from TCS location to that location, boarding and lodging expenses for the duration of deputation as well as local transportation facility (one or all of the expenses, as applicable). These expenses will be claimed on the basis of reports submitted by TCS accounts department to the Customer.
- ERP implementation is a transformation initiative. TCS proposes that customer should identify a full time Change Champion to work closely with TCS and drive the initiative. Customer may also incur additional effort through support for providing data, undergoing training, doing transactions etc. These efforts cannot be claimed as costs from customer side and claimed as damages in the unlikely event of any termination or contract closure.
- Change Request (CR) and Service Request (SR) management process
 - Problem Request (PR) refers to tickets raised for any issue in existing solution functionalities or issues raised corresponding to any transaction. (Problem Request)
 - Service Request (SR) refers to the ticket raised for any kind of service delivery like any module configuration, back end edit/delete of any transaction, report creation, training or functional clarification (Service Request)
 - Change Request (CR) refers to tickets raised for any new addition/enhancement of functionality in solution (Change Request).
 - Customization can be taken up by TCS only for specific areas as outlined in Schedule 5. Customer can raise tickets for these requests and issue a written email confirmation, based on which additional invoicing will be done for these SRs and CRs.
 - For such technical SRs and CRs, cumulative effort up-to 100 Person Days (PD) is considered at NO CHARGE to customer. Post this limit, every SR/CR and incremental changes to SR/CR are considered chargeable as per Rate Card below
 - Customer will raise an SR, CR in the ticketing system
 - TCS iON team will provide a cost estimate in line with the table below and completion timeline
 - If customer is OK with the cost estimate and timeline, customer will provide a written email go-ahead to TCS iON
 - Post this, TCS iON team will plan and complete the development and make the change live
 - Every such accepted SR, CR will become chargeable as per Rate Card below
 - During implementation, consulting any revision of data, additional training, correction in configuration, changes in technical output etc shall be adjusted against the free PDs above.

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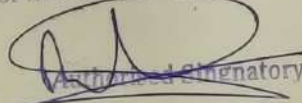
Annexure A to SCHEDULE 4

Standard Rate card for Technical Service Requests (SRs) and change requests (CRs)

Category	Work Item	Rate Card (INR)	SR Effort in PERSON DAYS	Notes	Remarks	Number of Items covered in scope
Platform Customization	Normalization Class	50,000	10	Per normalization class	For all types of exam this deliveries (one normalization class & one post processing hooks) will be configured once, considering regular, backlog, re-evaluation, improvement etc.	1
	Post Processing Hook	50,000	10	Per Hook		1
	Pre Processing Hook	50,000	10	Per Hook		0
	Eligibility Hook	25,000	5	Per Hook		0
	Letter Hook	25,000	5	Per Hook		0
	Promotion Hook	50,000	10	Per Hook		0
Certificate	Simple Certificate	25,000	5	Additional 25K charges for printing on pre-printed stationary	We have standard format for the same. Provisional Certificate, Degree Certificate, Migration Certificate, Transcript, Bonafide Letter are example of Certificates. We should give 5 certificate for a customer for all the awards.	5
	Complex Certificate	50,000	10			
Admit Card	Admit Card	25,000	5	Additional 25K charges for printing on pre-printed stationary	We are having standard format for the same. Along with that we can provide one report card and one hall ticket for every customer free	1
Mark Sheet	Mark Sheet	50,000	10			1
Id Card	Simple Id Card	25,000	5	Additional 25K charges for printing on pre-printed stationary	We have standard attribute to design Id Card. Student Id Card, Employee Id Card, Library Card, Hostel Id Card etc are example of id card. Student ID Card and Employee ID Card can be given to any implementation customer free of cost	2
	Complex Id Card	50,000	10			
Letters	Letters - Simple using Letter module	25,000	5	Additional 25K charges for printing on pre-printed stationary	We have standard attribute to design Letter. Admission Letter, Attendance Letter, UFM Letter etc. are example of letters. Admission Letter and Fee Letter can be given free of cost.	2
	Letters - Complex using dynamic generation	50,000	10			

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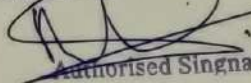

Custom Reports	Macro Reports/JSON Template – Simple	25,000	5	Per report	TR Report, Statistical Report, Merit List, Attendance report etc come under report category. We will give five reports free of cost	5
	Macro Reports/JSON Template – Complex	50,000	10	Per report. Multi tab, Combining few ODRs, Complex Logic		
	Modification to Existing Reports	25,000	5	Modification to any report that had earlier been developed by us.		
Workflow Customization	Modification to existing default workflows	25,000	5	These relate to modification to the default workflows, if required by customer	Modification in existing workflow will be chargeable.	Default
Payroll Customisation	Custom paycode configuration	25,000	5	These relate to modification to the default paycode configuration, if required by customer	Modification in existing Payroll configuration will be chargeable.	Default
UI Page Customisation	Simple	25,000	5	These relate to create a new customized UI Page	mTop Page, Self-service Page, Log In Page. Standard UI Templates are there, customer has to re-use those. E.g. Login Page, Student Login, Faculty Login Page. Any new customized page design will be chargeable	Default
	Complex	50,000	10			
E-Forms	New Eform with existing Payment Gateway	50,000	10	Any new on-line form requested by customer, using one of the existing payment gateways or a form without payment integration	One EForm per customer is done free. Any new eform is chargeable	1
	New Eform with NEW Payment Gateway	1,00,000	20	Any new on-line form requested by customer, using a NEW payment gateways		
System Change Requests	Simple Change	50,000	10	System Change Requests will be analyzed for feasibility. Where	One EForm per customer is done free. Any incremental changes is chargeable	NA
E-Forms	Complex Change	1,00,000	20	feasible, changes will be taken up as part of roadmap development on additional charges		NA
Customer specific Product Enhancements (CR)	Custom Enhancement to Product Capabilities	50,000	Up to 10	Any custom change requested in the product by customer and which is specific to customer, and which is accepted by TCS post feasibility analysis	All CRs over and above As is capability of the solution is chargeable	NA
		1,00,000	Up to 20	Any custom change requested in the product by customer and which is specific to customer, and which is accepted by TCS post feasibility analysis		NA
		At Actuals	More than 20 days	Separate estimate will be shared and approval development will be initiated		NA
For other ticket requests (not covered above)	Delivery Resolution	5,000	1	Only Delivery support team can resolve	All PR except system not working, all SRs except	All

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	Delivery + Sol resolution	25,000	1	Delivery team supported by any sol team	configuration wherever applicable	
Training	Consultant (online mode)	10000	Per person day	Any in-person training will be charged post first training @ per day rate + Travel + stay	All training beyond first three trainings during implementation is chargeable	All
Any Miscellaneous Work related to iON Solution		10000	Per person Day	Based on the effort estimates shared.	Any additional out of scope work to be undertaken by TCS iON team.	NA
Digital learning storage	Additional storage in Digital learning (Communities)	150	Per GB Per Annum	Any additional storage capacity requested beyond default storage	NA	100 GB

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SCHEDULE 5
CHANGE CONTROL PROCEDURE

Either Party may request a change in the scope of Services or deliverables, but no such change shall be effective and binding unless such changes are documented in a change control document in the format described in Annexure A below ("Change Control Document") and signed by both parties.

If Customer desires to propose a change in Scope of Services, Customer shall deliver to TCS a change request in writing, describing the changes proposed. Promptly following TCS' receipt of Customer's change request, TCS shall submit a written change order proposal to Customer. If TCS desires to propose any change, TCS shall submit to the Customer a written description of the change in the form of a proposed change order for Customer's review and approval. Any change order document prepared by the parties shall include, among other items, an estimate of additional charges to Customer, if applicable, for the modified Services, any additional software or other material required to implement the change and any expected impact on the time schedule or service levels under the Schedule 2.

On Customer's written approval of the change order document submitted by TCS the parties shall sign the Change Control Document whereupon the Scope of Services in Schedule 2 and any other relevant Schedule(s) shall be deemed to have been amended by the change order.

No change to any Scope of Services shall be binding on the Parties unless the Change Control Document has been signed by authorized representatives of each party.

Annexure A to Schedule 5

Change Request No.: _____

Date Initiated: _____ Date Approved: _____

Project: _____

Description of Change:

Following are the changes/additions agreed to:

- a) Schedule 2
- b) Schedule 4

Approved with Changes

Tata Consultancy Services Limited

Authorized Signatory

Date

~~For Shree Education Society~~

~~Authorized Signatory~~

Date



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