Qualsoft Solutions Pvt. Ltd, Mumbai, India

-AND-

Swami SevabhaviSanstha –C/o Lotus Business School,
Pune

Service Level Agreement
For QualCampus – ERP SOFTWARE

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THIS SERVICE PROVISION AGREEMENT ("this Agreement") is made this 21st day of June 2021 BETWEEN:

A Swami SevabhaviSanstha("the Client" which expression shall where the context so admits include its successors and permitted assigns) of the one part; and

B. **Qualsoft Solutions Pvt. Ltd.** a company incorporated in India (hereinafter referred to as "the Service Provider" which term shall include its successors – in – title and permitted assigns) of the other part.

WHEREAS:

A. The Service Provider is a provider of ERP Solutions & SAAS – CLOUD based Software development.

B. The Client is engaged in providing educational services to the society.

C. The Client has requested the Service Provider and the Service Provider has agreed to provide an ERP Solution for their operations, as outlined in **"Annexure1 "**

D. The Service Provider is willing to enter into a non-exclusive legal relationship with the Client to govern the provision of the Services (as hereinafter defined) and the parties have agreed to enter into a legal relationship as regulated by the terms and conditions of this Agreement;

NOW IN CONSIDERATION of the mutual covenants hereinafter contained and other valuable consideration stated herein the sufficiency of which is acknowledged IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement, the following words and expressions shall, unless inconsistent with or otherwise indicated by the context, have the following meanings and cognate expressions shall have corresponding meanings:

"Agreement" means the agreement recorded in this document and all schedules, appendices and / or annexures hereto;

"Confidential Information"   means all information which is confidential to the disclosing party (whether oral, visual, electronic or recorded in any other medium) disclosed to, or obtained by one Party from the other or a third party acting on that other Party's behalf and without prejudice to the generality of the foregoing shall include but not be limited to:

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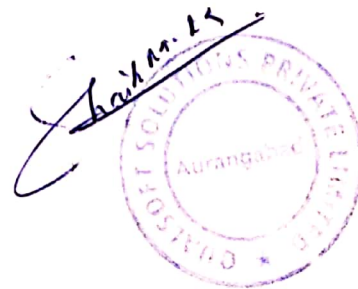
(i) Any information ascertainable by the inspection or analysis of samples;

(ii) any information relating to a Party's operations, processes, plans, intentions, product information knowhow, designs, trade secrets, software, market opportunities, customers and business affairs;

"Intellectual Property"	means the intellectual property of a Party including trademarks, copyrights, patents, industrial designs whether registered or not;
"Parties"	means (jointly) the Client and the Service Provider as parties to this Agreement and "Party" shall have a singular meaning;
"Services"	means services set out in Clause 3 to be provided, supported and sustained by the Service Provider.
"Signature Date"	means the date of the last signature of this Agreement.
"Term"	means the duration of this Agreement determined in accordance with the provisions of clause 2 below;
"Users"	means multiple Users.

1.2 Words in the singular include the plural and vice versa.

1.3 Words importing any one gender include each of the other two genders.

1.4 References to natural persons include legal persons (incorporated or unincorporated) and vice versa.

1.5 A reference to a Party shall include a reference to that Party's successors and permitted assigns.

1.6 The headings of clauses are intended for convenience only and shall not affect the interpretation of this Agreement.

1.7 If any provision in a definition in this Agreement is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition.

1.8 References in this Agreement to any statute or statutory provisions shall include any statute or statutory provision, which amends, extends, consolidates, or replaces the same and shall include orders, regulations, instruments, or other subordinate legislation made under the relevant statute or statutory provision.

1.9 Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.

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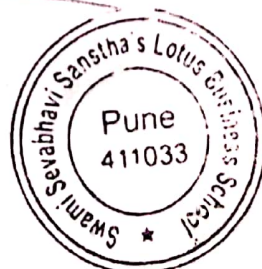
1.10 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

1.11 All sums herein referred to shall be deemed to be exclusive of any taxes and / or imposts including but not limited to ST, GST, Value Added Tax and Stamp Duty, but inclusive of any income taxes payable by the party receiving the payment and any withholding taxes.

1.12 The expiration or termination of this Agreement shall not affect those provisions of this Agreement as expressly provided that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

1.13 The rule of construction that the Agreement shall be interpreted against the Party responsible for the drafting or preparation of the Agreement shall not apply.
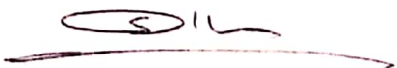
1.14 Where in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by facsimile and electronic mail.

2. TERM

2.1 This Agreement shall come into force on the Signature Date and shall continue to subsist for the duration of the project whereupon the Agreement can be renewed by prior written agreement of both parties.

2.2 This Agreement may be terminated:

(a)   By neither Party without cause.

(b)   By either Party forthwith by written notice to that effect if the other Party shall commit any material breach of its obligations hereunder which is not capable of remedy or which shall not have been remedied within fourteen (14) days of the other Party having received a written complaint specifying the nature of such breach and requiring its rectification;

(c)   The Client may terminate this agreement for and identified unsatisfactory performances and outputs delivered by the Service Provider, provided that the Service Provider shall receive a forty-five (45) days' prior written notice.

(d)   Either party may terminate this agreement provided that a detailed, one hundred twenty (120) days' prior written notice shall be given to the other party.

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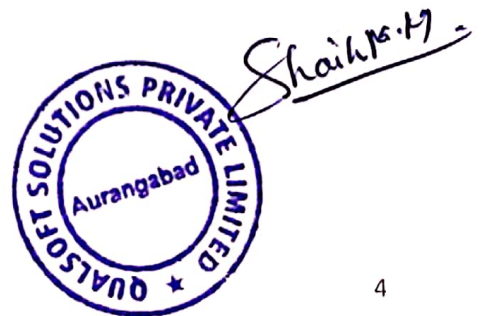
3. OBLIGATIONS OF THE PARTIES

The Service Provider's obligations

3.1 The Service Provider, shall perform the following services ("the Services"):

(a)   Provide the Client with application development as per the details provided in 'Schedule-A' PROVIDED that the Parties may, on mutually agreed terms reduced to writing. extend the Service Providers mandate to additional and/or emerging needs of the Client.

3.2 The Service Provider shall perform the Services and carry out its obligations with all due diligence. efficiency. and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate state of the art technology. security and safety methods.

3.3 The Service Provider shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

4. SERVICE PROVIDERS' PERSONNEL

4.1 The Service Provider shall identify and assign suitably skilled personnel with the necessary experience and expertise ("the Personnel") for the purposes of provision of the Services and the names of such personnel shall be notified to the Client.

4.2 The Service Provider shall at all times keep the Client indemnified for any claims that the Service Provider's Personnel may make against the Client in relation to the provision of the Services.

4.3 If (a) the Client finds that any of the Personnel has committed serious misconduct or has been charged with having committed a crime; or (b) the Customer has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with equivalent or better qualifications. experience and competence.

4.4 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.5 The Service Provider assumes full responsibility for the actions of the personnel while performing services pursuant to this Agreement, and shall be sole responsible for their supervision, daily direction and control, provision of employment benefit and payment of salary, etc.

4.6 The Client will not hire directly/indirectly any employee of the Service Provider during the period of engagement and until 3 years from the end date of engagement with Service Provider.
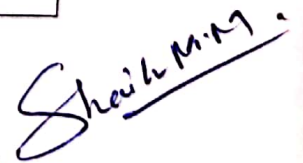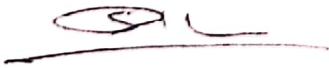
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4.7 User Support and Problem Correction

The following procedures will be used to respond to problems that are received by the help desk. A problem is defined as an unplanned system event which adversely affects application processing or application deliverables.

Measurement period for User Support and Problem Correction SLAs is a calendar month.

4.8 Prioritization Approach

Service requests for problems received by the help desk will be given a Severity Code from 1 – 4 based on how important responding to the problem is to the primary business of The Client as a whole, as well as the availability of workarounds. The Severity Code will be the basis for scheduling work on the backlog and assigning resources to the request. Critical, important, and supportive application functions are defined in the section below on Application Function Type, with a complete list of application functions included in this agreement.

Severity Code	Definition
1	A problem has made a critical application function unusable or unavailable and no Workaround exists.
2	A problem has made a critical application function unusable or unavailable but a workaround Exists.
3	A problem has diminished critical or important application functionality or performance but the functionality still performs as specified in the user documentation.
4	A problem has diminished supportive application functionality or performance.
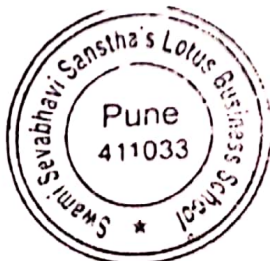
4.9 Application Function Type

The table below provides a brief definition of critical, important, and supportive application functions.

| Application Function Type	Description	Example	Penalty
Critical **Severity Code: 1**	These application functions are critical to business profitability or the reputation of LBS. Extended failure will impact profit or damage LBS reputation.	Financials, Accounts Receivable Custom Application, Online Admissions, etc	INR /- per day
Important **Severity Code: 2**	These application functions are important to business productivity, but are not critical to profitability or LBS reputation.	<Add functions as necessary...>	INR /- per day
Supportive **Severity 3&4**	These applications support productivity, but are not essential to business effectiveness.	<Add functions as necessary...>	INR /- per day

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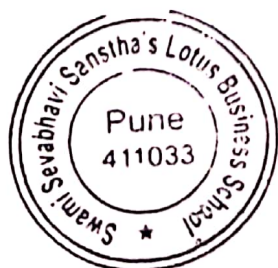
4.10 Response and Resolution Times

Severity codes are used in order to determine appropriate response and resolution times. Response and resolution times are measured from when the incident is opened by the help desk. If the problem is not resolved within the defined timeframe, continuous effort will be applied until the problem is resolved. The problem/issue will follow the escalation levels of Severity Code from 4 to 1

The Issue reported should be recreatable along with scenario.

Severity Code	Initial Response	Estimation Response	Subsequent Responses	Resolution
1	15 minutes	2 hours	Every 30 min.	5 hours
2	30 minutes	2 hours	Every 2 hours	8 hours
3	1 hour	8 hours	Every 4 hours	8 calendar days
4	1 hour	Next business day	Weekly	21 calendar days

- **Initial Response** is when a ticket is opened and acknowledged by help desk staff.

- **Estimation Response** is when the user that logged the ticket is informed of an estimatedresolution time.

- **Subsequent Responses** is the frequency with which the user that logged the ticket is updated on the resolution status.

- **Resolution** is the point at which the problem is resolved and the application function is returned to a usable and available state after End user satisfaction.
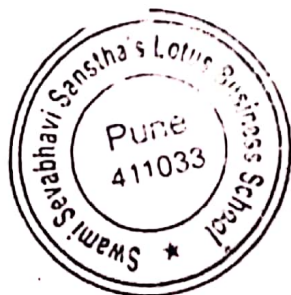
5. CO-ORDINATION

5.1 **SPOC**: Single Point of Contact. Each Party will appoint a senior member of its staff ("the Project Representative") to act as the principal point of contact for purposes of implementation of this Agreement. Each Party shall notify the other of any change in their Project Representative failing which the other Party shall be entitled to assume that the previously notified Project Representative continues to act as such.

5.2 The first Project Representatives (and of whom each Party is deemed to have given notice of) are:

LBS Representative- Dr. Dhananjay Deshpande

Email- dhananjayd@lotuscentre.ac.in, **Contact No : 9850957667**

Mr. Shaikh Mohammed Muzammil - Director-Sales, Qualsoft Solutions Pvt Ltd. Representative

5.3 Meetings to discuss implementation of this Agreement will be held at such frequencies as agreed by the Parties. At all such meetings each Party shall be represented by its Project Representative and such other persons not being more than two as shall have been notified to the other party in writing at least two (2)Business days prior to any meeting.

6. REMUNERATION OF THE SERVICE PROVIDER

6.1 In consideration for the provision of the Services, the Service Provider shall be entitled to remuneration of Indian Rupees as below;

a.Subscription Charges will be INR 1,10,600/- (Amount in Words Rupees One Lacs Ten Thousand and Six Hundred Only) considering Students @395 INR (Amount in Words) per student per year rate. Subscription charges to remain same i.e. INR 1,10,600, till student count reaches 400.

b. One time Installation Charges: INR 25,000/- (Amount in Words Rupees Twenty Five Thousand Only)

c. Subscription rates lock in period is 3 years and rate will escalate by 8% or as mutually decided after 3 years.

d. Institute Specific flows Customisation will be charged Extra @ 4500/- per manday.
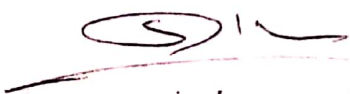
It will be one time charges.

e. All customization pertaining to Government or Statutory bodies or Accreditation

Bodies will be done free of cost.

6.2 **Milestones for Payments;**

1. One time Setup Cost and 25% Advance payment along with purchase order

2. After Training25%

3. Upon Implementation 50%

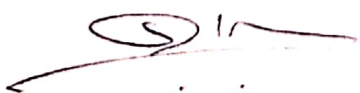4. Subsequent years, payments to be made in four equal installments.

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6.3 Delivery:

The Service Providerwill be Setup and Configure ERPon Cloud within 15 days, upon the receipt of the PO.

7. Installation, Training and Commissioning:

7.1. Software will be installed by the the Service Provider. Once the Installation is complete, the Service Provider will upload the Client's data in the Software. The Service Provider is responsible for testing the Software in respect of any item, unit or module of the Software. One time Actual Data Run will be conducted by the Service Provider after the installation is done.

7.2 The Service Provider will provide necessary training/documentation for using the software.

7.3. The Service Provider will provide immediate assistance to the Client, whenever required, during the License period.

7.4. Training Onsite Support: If required Charges for To and fro Travel, Conveyance, Lodging and Boarding of the Service Provider personnel from Mumbai to your Site (if site is not within Mumbai) will be borne by The Client. On premise- free up to 5 training sessions for stakeholders. For ERP in charge unlimited training online.Free Online Training sessions on Zoom, Google Meet, etc. After 5On – premise Training Sessions, INR.5, 000/-per Session will be charged.

7.5. Training infrastructure required during the project like Computers, Laptops, Projector, White board, Barcode printer, RFID reader, Barcode reader and internet connection shall be provided by the Client to the the Service Provider.

7.6. The Client's staff must give necessary time to the Service Provider'sstaff on priority for completion of training.

7.7. Once the initial training is completed, the Service Provider'swork of installation & Training is over & packages are commissioned, further actual utilization of software is responsibility of the Client.

7.8. The Service Provider is not responsible for any kind of data loss due to fire, earthquakes or any other natural calamity. The Service Provider is not responsible for Operating System or any other Licensed Software installed on the computers of the Client and will not do installation or re-installation of any other licensed software apart from software provided by the Service Provider.

7.9. During the onsite visits or sessions the lodging and boarding of the Service Provider's person is the responsibility of the Client, if required and arrangement can be done in the Clients premises only.

7.10. The Client will provide the necessary assistance and resources, such as office space, office supplies, and communication facilities such as Internet, Telephone, Copier, and Digital-Camera,

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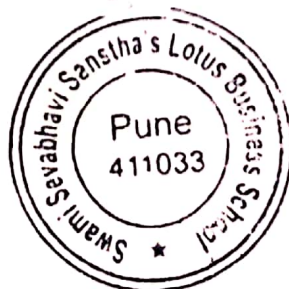
8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

8.1 Each of the Parties shall keep this Agreement confidential and shall not disclose to any other person nor use for any purpose any Confidential Information other than information which:

(a) Is required to be disclosed by operation of law or any requirement of a competent authority;

(b) Is reasonably required to be disclosed in confidence to the Party's professional advisors for use in connection with this Agreement; or

(c) Is or becomes within the public domain (otherwise than through the default of the recipient Part); or

(d) Is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party; or

(e) Is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

(f) Is independently developed without access to any Confidential Information belonging to the other Party.

8.2 Any breach of this Clause shall entitle the offended Party to terminate this Agreement.

9. REPRESENTATION AND WARRANTIES

Service Provider represents and warrants (i) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of client, (ii) that Service Provider will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of client or any third party, and (iii) that Service Provider has not entered into or will not enter into any agreement (whether oral or written) in conflict with this Agreement.

11. INDEMNIFICATION

Service Provider indemnifies and agrees to defend hold harmless the client's (including its trustees, officers, faculty and employee) form and against any and all claims, demands and actions, and any liabilities, damages or expenses resulting there from, including Court costs and reasonable attorney's fees or any third party claim arising out of or relating to the services performed by the Service Provider under this Agreement.

12. PROCEDURE UPON TERMINATION

12.1 Upon termination of this Agreement for whatever reason:

a)   The Client shall pay to the Service Provider all arrears of payments and other agreed sums due under the terms of this Agreement within Thirty (30) days of the termination date PROVIDED THAT arrears shall only be payable for the period up to the date of termination of this Agreement.

(b)   The Parties shall return all Confidential Information and other information, documents, material and data obtained while carrying out the Services pertaining to this Agreement.

(c)   The Service Provider shall provide the backup of the database in MS SQL Server backup file and other Documents, Videos, Audios, PDF, etc. which were uploaded by the Client user during the operation of the ERP.
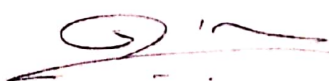
12.2 Subject to the provisions of this Agreement, the Parties shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or prejudice such rights and remedies and each Party shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it.

13. FORCE MAJEURE

13.1 None of the Parties hereto shall be held liable for any breach of any of its obligations under this Agreement if such a breach results from an event of Force Majeure which for the purposes of this Agreement shall mean any event or circumstance which materially affects the other parties hereto in a manner which prevents that party from performing or fulfilling all of its obligations under this Agreement and where such event or circumstance or its effects cannot be prevented, avoided or removed by such party acting in accordance with prudent practice and has not been precipitated or caused by unlawful default of any party hereto.

13.2 Force Majeure event shall include, but shall not be limited to floods, earthquakes, natural phenomena, war, and decisions of any relevant Governmental Authority.

13.3 Where the Force Majeure event shall continue to subsist for a period of Five (5) days the other party may at any time thereafter terminate this Agreement upon notice in writing but without prejudice to any antecedent rights or liabilities of either Party.
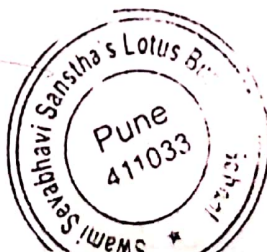
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14. NOTICES

14.1 Any notice to be given for the purposes of this Agreement shall either be delivered personally or sent by registered post or email.

14.2 The address for service for each of the Parties shall be that set out below or such other address as either of the Parties shall nominate by notice in writing to the other Party for the purpose:

To the Client:
Attn:– Swami Sevabhavi Sanstha, C/o Lotus Business School, Lotus Business School, S.No. 52/53,

Jhambe Road, Pune Mumbai Expressway, Punawale, Pune.

To the Service Provider: Qualsoft Solutions Pvt. Ltd.2F, Grants Building, ArthurBunder Road, Colaba, Mumbai , Maharashtra, India.

14.3 A notice shall be deemed to have been served as follows:

(a) If personally delivered at the time of delivery;

(b) If sent by registered post at the expiration of fourteen (14) days after the same was delivered into the custody of the postal authorities;

(c) If sent by telefax (facsimile transfer) at the expiration of forty eight (48) hours after dispatch.

14.4 In proving such service it shall be sufficient to prove that delivery was made or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authorities as registered post letter or that the email was properly addressed and dispatched.

14.5 Only written notices shall be acknowledged, received and approved by both the Parties or their authorised representatives

14.6 Failure of any party to present a prior written notice to the other Party shall render corresponding actions or changes null and void.

15. DISPUTE RESOLUTION

15.1 Any dispute arising out of or in connection with this Agreement will in the first instance be referred to the parties Project Representatives for discussion and resolution at an inter – Party meeting to be held seven (7) Business days after notification (by either Party) of a dispute. If a dispute is not resolved at that meeting, the dispute will be referred to the second management level who must meet within three (3) Business Days of the reference to attempt to resolve the dispute. If the unresolved dispute is having a material effect on the Services or the receipt by Customers of the benefit thereof, the Parties will use their respective best endeavors to reduce the elapsed time in reaching a resolution of the dispute.

15.2 Each Party will use all reasonable endeavors to reach a negotiated resolution through the above dispute resolution procedure. The specific format for such resolution will be left to the reasonable discretion of the relevant management level but may include the preparation of statements of fact or of position.

15.3 If the dispute is not resolved at the meeting of the second management level, then at the option of either Party, the dispute may be referred to informal arbitration by an independent arbitrator to be agreed between the Parties.

15.4 Each Party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

16. RELATIONSHIP OF THE PARTIES

Service Provider is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Service Provider shall have no authority to enter into agreements of any kind on behalf of Clients and shall have no power or authority to bind or obligate Clients in any manner to any other third party.

17. ASSIGNMENT

The Service Provider shall not be permitted to assign or transfer this Agreement, in whole or in part without the written consent of the Client, which consent may be granted or withheld in the Clients sole discretion. Any attempted assignment without Clients written consent will be null and void.

18. SUCCESSORS

This Agreement shall be binding upon and insure to the benefit to the successors and permitted assigns of the parties thereto.

19. SEVERABILITY

If any term of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
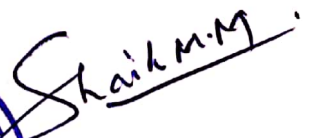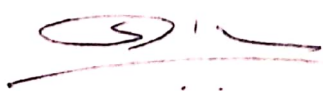
20. GOVERNING LAW

The construction, validity and performance of this Agreement shall in all respects be governed and construed in accordance with the laws of Aurangabad Jurisdiction – M.S. (INDIA).

21. GENERAL

22.1 Nothing contained herein shall constitute a partnership or an agency relationship between the Parties and neither of the Parties shall have any authority to bind or commit the other in any way in this regard.

22.2 This Agreement is personal to the Parties and may not be assigned at law or in equity without the prior written consent of the other Party.

22.3 The provisions of this Agreement may only be added to, modified or varied by mutual consent of and the written agreement of the Parties.
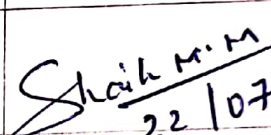
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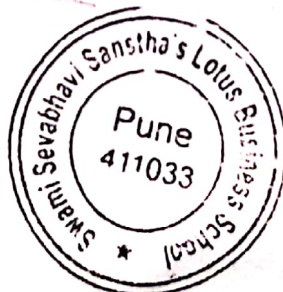
22.4 This Agreement constitutes the whole agreement between the Parties relating to the subject matter of this Agreement and supercedes any previous written or oral agreement between them in relation to the matters dealt with in this Agreement.

22.5 This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original.

IN WITNESS WHEREOF the duly appointed representatives of the Client and the Service Provider have executed this Agreement on this 22/ 7 day and 20 2| year.

Name	Position	Signature with Date
Mr. Charudatta Suresh Bodhankar	Trustee and Executive Director, Swami Sevabhavi Sanstha	22/07/2021
Name	Position	Signature with date
Mr. S.M Muzammil	Director-Sales Qualsoft Solutions Pvt. Ltd.	Shaik M·M 22/07/2021

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Annexure- 1

ERP Module

Sr. No	Qual Campus ERP Modules		
1	Admin Settings*	38	Transport
2	Institute Information	39	Financial Accounting
3	Enquiry	40	Purchase & Stores
4	Online Admission	41	Budget
5	Student Information*	42	Front Office
6	Class Information*	43	Lead & Marketing Management
7	Time Table	44	DMS (Document Management Systems)
8	Attendance	45	CSR (Corporate Social Responsibility)
9	Lesson/Session Plan	46	Principal's/Director Dashboard
10	Question Bank	47	Parent's Portal
11	Assignment	48	Student's Portal
12	Quiz	49	Employee Self Service
13	Exam & Results	50	Trustee Portal
14	Notice	51	Alumni Portal
15	SMS	52	MOM
16	Email	53	HRM
17	Entrance Test	54	Recruitment
18	Activity Management	55	Employee Welfare
19	Events	56	Payroll
20	Scholarship	57	Appraisal
21	Accreditation & OBE	58	Task Management
22	Library	59	Training & Development
23	OPAC	60	Facility & Asset management
24	Digital Repository	61	Committee Management
25	Alumni	62	Visitors Management
26	Mentoring	63	Content Management
27	Placement	64	Payment gateway Integration
28	Student Feedback on Faculty	65	Biometric Integration
29	Student Assessment & Feedback on Course Content	66	Export to Tally
30	Convocation Certificate Printing	67	Master Admin*
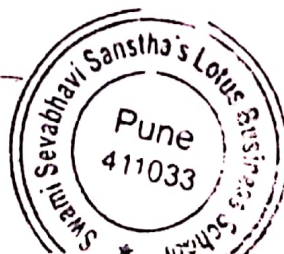
31	Student Health	68	Survey
32	Parent Teacher Meeting	69	Android Mobile App
33	Visiting Faculty	70	IOS Mobile App
34	Online Classroom for Uploading Video Lectures	71	Audio Video Library
35	Hostel	72	Publications
36	Sports	73	Mentoring
37	Fees		

Exclusions

1. Providing hardware in the form of servers, PCs, Laptops, RFID readers, barcode readers, swipe card reader, printers, Bio-Metrics etc.
2. Any other thing not mentioned in "In scope" and detailed feature list.
3. Providing support to 3rd party APIs