DigitalEdu

PROFORMA

GSTIN:27AAFCD2501H1Z2

DigitalEdu IT Solutions Pvt. Ltd.
3rd Floor, Shree Nathji Heights,
Plot 72, CDC Purnanagar
Chinchwad, Pune, Maharashtra 411019
India

020 27490009
www.digitaledu.net

BILL TO
Siddhant Institute of Computer Application
Sudumbre, maval taluka.,Talegaon-Chakan Road, District Pune, Maharashtra 410501

Estimate Number: 2022-23/105
Estimate Date: October 25, 2022
Valid Until: November 24, 2023
Estimate Total (INR): **₹96,776.52**

Items	Quantity	Price	Amount
Cloud Server, Hosting & Maintenance HSN- 998315	1	₹45,000.00	₹45,000.00
Admission And Office Autoation HSN-998313 2022-23: 186 students	186	₹199.00	₹37,014.00
		Subtotal:	₹82,014.00
		CGST 9%:	₹7,381.26
		SGST 9%:	₹7,381.26
		Total:	₹96,776.52
		Estimate Total (INR):	**₹96,776.52**

Notes / Terms

This is NOT a TAX Invoice. We will submit a Tax Invoice in line with the acknowledgment of the payment.
CIN: U74900PN2014PTC153528 | PAN: AAFCD 2501H | Place of Supply: Maharashtra | State Code - 27.
Please make payment in the name of "DigitalEdu IT Solutions Pvt. Ltd." Payable at Pune, Maharashtra, INDIA. For payments through NEFT/RTGS, refer to Bank Account details.

Thanking you,

DigitalEdu IT Solutions Pvt. Ltd.

Account Name: DigitalEdu IT Solutions Pvt. Ltd. | Bank: AXIS Bank Ltd. | Bank Account No: 9190 200 6633 5299 | Branch: Wakad, Pune, MH | IFSC Code:UTIB 000 1893 | MICR No.:411211031

Service Provider	Customer
DigitalEdu IT Solutions Pvt. Ltd.	Siddhant Institute of Computer Application
3rd Floor, Shree Nathji Heights, Plot No.- 72, C.D.C. Purnanagar, Chinchwad, Pune - 411019, MH, INDIA	Sudumbre, maval taluka,,Talegaon-Chakan Road, District Pune, Maharashtra 410501

On behalf of DigitalEdu IT Solutions Pvt. Ltd., Pune	On behalf of Siddhant Institute of Computer Application,
I hereby accept the terms and conditions specified in this contract.	I hereby accept the terms and conditions specified in this contract.
Sign -	Sign:
Date: 23.10.2023	Date:
Name & Designation: - Mr.Yogesh Pawar (Director)	Name & Designation: Siddhant Yadav Director

Siddhant Institute of Computer Application
Sudumbare, Maval, Pune - 412109.

Reference: 202310132 **Siddhant Institute of Computer Application** Date 13.10.2023

Agreement Duration: 23th October 2023 to 22th October 2024

Hereinafter, in this agreement 'DigitalEdu IT Solutions Pvt. Ltd.' will be referred to as "DigitalEdu" / "Service Provider" and ' Siddhant Institute of Computer Application will be referred to as "**Customer**".

By signing this contract both parties (DigitalEdu & Customer) agree to undertake the scope of work specified in this document. DigitalEdu and Customer agree that the following terms and conditions will apply to the services provided under this Agreement and orders placed thereunder.

Any modification needed against this document shall be made as per mutual consent and shall be documented in writing by both the parties by duly attesting the same.

1. DEFINITIONS

"Administrator User" means each Customer employee designated by the Customer to serve as technical administrator of the Services on the Customer's behalf. Each Administrator User must complete training and qualification requirements reasonably required by DigitalEdu.

"Customer Content" means all data and materials provided by Customer to DigitalEdu for use in connection with the Services, including, without limitation, Customer applications, data files, and graphics.

"Documentation" means the user guides, online help, release notes, training materials, and other documentation provided or made available by DigitalEdu to the Customer regarding the use or operation of the Services.

"Host" means the computer equipment on which the Software is installed, which is owned and operated by DigitalEdu or its subcontractors.

"Maintenance Services" means the support or plus maintenance services provided by DigitalEdu to Customer pursuant to this SaaS "Software as a Service" Agreement and Exhibit A.

"Other Services" means all technical and non-technical services performed or delivered by DigitalEdu under this SaaS Agreement, including, without limitation, implementation services, and other professional services, training, and education services but excluding the Services and the Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a Quotation/Proposal/LOI/PO and mutually agreed to by the parties. All Other Services will be provided on a non-work for-hire basis.

"Exhibit" is a written document attached to this SaaS Agreement under Exhibit or executed separately by DigitalEdu and Customer for the purpose of purchasing Services under the terms and conditions of this SaaS Agreement.

"Software" means the program to which the Customer is provided access for usage as part of the Service.

"Services" refer to the specific DigitalEdu's internet-accessible service identified in the Exhibit that provides use of DigitalEdu's Software that is hosted by DigitalEdu or its services provider and made available to Customers over a network on a term-use basis.

"Subscription Term" shall mean that period specified in **Exhibit C** during which Customer will have online access for usage of the Software through DigitalEdu's Services. The Subscription Term shall renew for successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 30 days prior to the expiration of the then-current Subscription Term.

2. DigitalEdu's Scope of work

2.1 Setup of Server for Customer to provide and support for computing services

a) Setup of Hardware server at the AWS Server Farm, with appropriate hardware devices, installed like High-Speed Ethernet, a satisfactory amount of RAM memory, the appropriate size of Hard Disk, configurable static IP Addresses, etc. This hardware server will be used as a dedicated server maintained by DigitalEdu for serving the computing needs of the institute

b) Installation of Operating System and ensuring robustness

c) For long-term stability and robustness, an updated version of Linux-based operating system will be installed and set up. DigitalEdu will completely manage and configure various services on the installed Linux platform. For strong security, the Linux system will be Firewall-ed against all inappropriate ports for various networking protocols like TCP-IP, UDP, etc. The Linux-based operating system will be updated from time to time to safeguard against any exploitable vulnerability exposed on the Internet

d) The Linux-based operating system will be set up to function with the static Internet Protocol Addresses provided by DigitalEdu. Furthermore, services like remote logins on Secure Shell would be configured, to be accessible on these IP addresses, for System Level Server maintenance and management

e) Installation computing services platform - SIMS - Student Information Management System

2.2 Installation of various Services on the Server

a) Web Server - A HTTP-enabled web server will be installed, configured, and maintained by DigitalEdu for the institute. This server would be capable of providing various web-related online services, like service static and dynamic web pages, images etc. The HTTP server will be configured to listen on the standard port 80, over the Internet-accessible IP address, unless for a certain reason, there is a need for the service to be configured on some other port/s. The web server will be Linux-based and configured such that it will be highly scalable, multiple instances of the webserver process will be simultaneously executed for serving the Computing Services load.

b) A web server may also be extended to provide Secure Socket Layer (SSL) based web services, on default port 443, if requested by the client or if there is any need of such capabilities in the Computing Services platform.

c) Database Services - Linux-based high-load capable and scalable, Database Services will be installed, configured, and maintained by DigitalEdu to enable multiple applications for the Computing Services platform. The database server will be protected by a strong firewall against open Internet access. Multiple databases as required by various applications will be installed and maintained. Multiple instances of the database service will be configured to execute simultaneously to ensure spontaneous, instantaneous response abilities even during high volume database activity loads. Also, various plug-ins for database access by applications will also be installed and maintained.

2.3 Support and System Maintenance

DigitalEdu will be fully responsible for system maintenance, data backup, and other support required for the well-functioning of the server.

2.4 Setup & Configuration

DigitalEdu will fully assist the Customer in the initial configuration and setup of SIMS. This task may need the campus visits of DigitalEdu representatives. DigitalEdu, as well as Customer, shall try to keep the need of campus visits to the lowest possible number by mutual understanding, as it consumes resources and time on either side.

2.5 Domain Registration and DNS Settings

SIMS will be made available to the Customer under the domain name http://customerdomain.digitaledu.in

(Customer shall provide necessary support - regarding the existing website of the institute and subdomain domain).

2.6 Release for full usage

DigitalEdu is responsible for making the system ready for full usage, provided the Customer shall furnish the required information and data in digital format. If any further information or data is needed the DigitalEdu shall bring in the requirement to Customers notice in writing within 5 business days of identifying the needs.

2.7 Maintenance and Upgrades

DigitalEdu will be fully responsible for software maintenance, testing, bug fixes, security, and upgrades needed on the server. All upgrades, patches, and bug fixes shall be applied free of cost to the Customer's installation on the server.

2.8 Training

DigitalEdu will conduct the required training for Office Staff, Teachers and Management Heads to the Customer's satisfaction at the Customer's premises or online mode as per feasibility. DigitalEdu shall be fully responsible for producing the required training data. The customer shall make appropriate arrangements for onsite training and ensure that training attendees are available in time. If any further requirement arises, DigitalEdu shall bring it to the Customer's notice well in time. If time and situation permit these requirements shall be furnished in writing by DigitalEdu.

2.9 Reported Service Issues

DigitalEdu will be responsible for uptime and proper functioning of the system that comprises software as well as hardware that runs on the server. Any service issues reported to DigitalEdu in writing shall be fixed within 2 business days or as a mutual agreement between the two parties depending on the nature of the work involved.

2.10 Data Ownership and Security

The customer is the owner of all data and DigitalEdu is fully responsible for data management and security. DigitalEdu shall not share direct data with any other entity/organization or Customer's competitor under any circumstances without written permission from the Customer.

The customer shall appoint/nominate a responsible data manager(s) "Chief Information Officer/System-Coordinator" who will be responsible for retrieval of the data and information from the system as required by the institute. Data will be exported in CSV format only. DigitalEdu will provide required training/guidance to the "Chief Information Officer/System-Coordinator" and appropriate permissions in the system for time-to-time retrieval of the data and information.

Upon termination, cancellation, expiration, or other conclusions of the Agreement, DigitalEdu shall support the Chief Information Officer/System-Coordinator for retrieval of the required data from the system. The customer shall complete such data retrieval within Fifteen (15) calendar days after the conclusion of this Agreement.

2.11 Network

We guarantee that our data center (cloud network) will be available 99 % of the time in any given monthly period, excluding scheduled maintenance.

2.12 Data Center Infrastructure

We guarantee that data center HVAC and power will be functioning 99 % of the time in any given period, excluding scheduled maintenance.

2.13 Cloud Server Hosts

We guarantee the functioning of all cloud server hosts including compute, storage, and hypervisor 99 % of the time. If a cloud server host fails, we guarantee that restoration or repair will be complete within two hours of problem identification.

2.14 Compliance with Laws

DigitalEdu will comply with all applicable local, state, national and foreign laws in connection with its use of the Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. The customer acknowledges that DigitalEdu exercises no control over the content of the information transmitted by the Customer or the Users through the Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

3. CONFIDENTIALITY

3.1 Definition. "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable, or other tangible forms, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content is deemed Confidential Information of Customer. DigitalEdu software and Documentation are deemed Confidential Information of DigitalEdu.

3.2 **Confidentiality.** During the term of this SaaS Agreement and for 3 years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, and shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software, or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

3.3 Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without the use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties, but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers, and investors.

4. CUSTOMER RESPONSIBILITIES

4.1 Assistance - The customer shall provide commercially reasonable information and assistance to DigitalEdu to enable DigitalEdu to deliver the Services. Upon request from DigitalEdu, the Customer shall promptly deliver the required information to DigitalEdu in an electronic file format specified and accessible by DigitalEdu. The customer acknowledges that DigitalEdu's ability to deliver the Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.

4.2 Compliance with Laws - The customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. The customer acknowledges that DigitalEdu exercises no control over the content of the information transmitted by the Customer or the Users through the Services. Customer shall not upload, post, reproduce or distribute any information, software, or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

4.3 Unauthorized Use; False Information - Customer shall: (a) notify DigitalEdu immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to DigitalEdu immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by Customer or any User, and (c) not provide false identity information to gain access to or use the Services.

4.4 Administrator Access - The customer shall be solely responsible for the acts and omissions of its Administrators or Users. DigitalEdu shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrators or Users.

4.5 Customer Input - The customer is solely responsible for collecting, inputting, and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property rights of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer shall: (i) notify DigitalEdu immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to DigitalEdu immediately and use reasonable efforts to stop any unauthorized use of the Service that is known or suspected by Customer or any User, and (iii) not provide false identity information to gain access to or use the Service.

4.6 License from Customer - Subject to the terms and conditions of this Agreement, Customer shall grant to DigitalEdu a limited, non-exclusive, and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content/information/data solely as necessary to provide the Services to Customer.

4.7 Ownership and Restrictions - Customer retains ownership and intellectual property rights in and to its Customer Content/student information/data. DigitalEdu or its licensors retain all ownership and intellectual property rights to the services, software programs, and anything developed and delivered under the Agreement. Third-party technology that may be appropriate or necessary for use with some DigitalEdu programs is specified in the Program Documentation or ordering document as applicable. The customer's right to use such third-party technology is governed by the terms of the third-party technology license agreement specified by DigitalEdu and not under the Agreement.

4.8 Suggestions - DigitalEdu shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback provided by Customers, including Users, relating to the operation of the Services.

4.9 System Coordinator: The customer shall appoint a computer-literate staff member with the responsibility of acting as system admin for conducting various tasks needed by other users of SIMS. The Service Provider will provide the required training to act as System Admin. The Service Provider will provide support to the System Coordinator as is needed. This person will lead all communication that happens with DigitalEdu and shall be single-point contact from both sides for setup and technical concerns.

4.10 Service Provider - Customer Liaison: The customer shall appoint one Internal System Coordinator responsible for helping the DigitalEdu to supply required data from the different sources within the Customer's establishment. The system Coordinator shall be at a designation with enough authority to ask members to submit required data or information at the earliest convenience.

4.11 Setup & Configuration: For the Customer's convenience the service provider will support feed-in the initial data. This initial data shall be furnished, by the Customer in Microsoft excel or csv, suitable for both parties. For further fine-tuning of the setup, it might be needed to invite the Service Provider representatives to the campus. Both parties shall put in to keep this activity to the lowest possible number, as it consumes resources on both sides.

4.12 Initial Data feeding: The customer shall provide all the required data and information to DigitalEdu specified templates only. Wherever Data Import is not possible or feasible, DigitalEdu will train the Customer Staff for data feeding.

4.13 Upon written communication from the Customer, DigitalEdu will assist in feeding up initial data into the system. Correct, verified and confirmed data and information in specified templates shall be made available to DigitalEdu.

4.14 Information Input: User Hierarchy Privileges and Permissions: List of people from the Institute office, who will be handling this system with clear mention of permission, who shall have permission for which utility/module shall be defined by the Customer.

4.15 The customer shall take complete ownership & provide required resources (including human resources) for implementation of the software modules availed. Requests for the training and onsite support will be executed as per the constituent part of this contract.

4.16 Man Power resources to be deployed by Institute

a) For Admission Management System: Admission committee members to verify the information submitted by students and documents, if necessary, for the institute. To guide students regarding the admission process & queries, DigitalEdu will provide training to the system-admin & Admission Committee

b) Institute shall appoint staff members

c) Attendance Management System: Academic Coordinator/Teaching Faculty shall define workload in the system as per University subject code

d) Designated staff members will get login-access, to execute tasks assigned to each individual (as advised by the Customer). In case of queries, fellow staff members shall approach the System Coordinator first for any resolution.

4.17 Computer & Software requirements at Institute

a) Minimum 1 GHz processor, Minimum 2GB RAM, and Minimum 100 GB hard drive with Free Space

b) Windows/Linux Operating system (3G Internet Connectivity)

4.18 Hardware requirements - Biometric / RFID

a) Subject wise - Period wise attendance: One device is needed for each group of 4-5 classrooms running parallel (sharing mode)

b) Biometric In/Out attendance - One device per 500-1000 students (Class wise grouping is recommended)

5. ORDERS AND PAYMENT

5.1 Orders - Customer shall order services pursuant to a Letter of intent/purchase order/work order released by Customer and agreed by DigitalEdu. All services acquired by the Customer shall be governed exclusively by this Agreement. Any amendment in the requirements shall be discussed and agreed upon mutually.

5.2 Invoicing and Payment - Unless otherwise mentioned in the attached exhibit, DigitalEdu shall invoice the Customer for all fees on the Schedule effective date. The customer shall pay all undisputed invoices on or before 15 days after the Customer receives the invoice. Except as expressly provided otherwise, fees are non-refundable. All fees are stated in INR and must be paid by the Customer to DigitalEdu in INR.

5.3 Taxes - DigitalEdu shall bill the Customer for applicable taxes as a separate line item on each invoice. The customer shall be responsible for payment of applicable taxes (example - GST), or similar charges relating to the Customer's purchase and use of the services.

6. RESTRICTIONS

Customer shall not, and shall not permit anyone to
(i) copy or republish the Services or Software,
(ii) make the Services available to any person other than authorized Users,
(iii) use or access the Services to provide service bureau, time-sharing, or other computer hosting services to third parties,
(iv) modify or create derivative works based upon the Services or Documentation,
(v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the Services or in the Documentation,

(vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the Services, except and only to the extent such activity is expressly permitted by applicable law, or
(vii) access the Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, DigitalEdu shall own all rights, title, and interest in and to the Software, Services, Documentation, and other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works, and feedback related thereto and intellectual property rights therein. The customer agrees to assign all rights, title, and interest it may have in the foregoing to DigitalEdu.

7. TERM AND TERMINATION

7.1 This Agreement shall commence on the Effective Date and shall, unless sooner terminated in accordance with its terms, continue for the Initial Term and thereafter renew as per mutual consent for successive Renewal Term, unless and until terminated by either party giving the other not less than 30 days written notice to that effect (such notice to expire at the end of the Initial Term or any subsequent Renewal Term only) or otherwise terminated under this Agreement.

7.2 Termination. Either party may terminate this Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.

7.3 Suspension for Non-Payment: DigitalEdu reserves the right to suspend delivery of the Services if the Customer fails to timely pay any undisputed amounts due to DigitalEdu under this SaaS Agreement, but only after DigitalEdu notifies the Customer of such failure and such failure continues for fifteen (15) days. Suspension of the Services shall not release Customer of its payment obligations under this SaaS Agreement. Customer agrees that DigitalEdu shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to suspension of the Services resulting from Customer's non-payment.

7.4 Suspension for Ongoing Harm: DigitalEdu reserves the right to suspend delivery of the Services if DigitalEdu reasonably concludes that a Customer or a User's use of the Services is causing immediate and ongoing harm to DigitalEdu or others. In the extraordinary case that DigitalEdu must suspend delivery of the Services, DigitalEdu shall immediately notify the Customer of the suspension and the parties shall diligently attempt to resolve the issue. DigitalEdu shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to any suspension of the Services in accordance with this Section 7.4. Nothing in this Section 7.4 will limit DigitalEdu's rights under Section 7.5 below.

7.5 Effect of Termination

(a) Upon termination of this Agreement or expiration of the Subscription Term, DigitalEdu shall immediately cease providing the Services and all usage rights granted under this Agreement shall terminate.

(b) If DigitalEdu terminates this Agreement due to a breach by the Customer, then the Customer shall immediately pay to DigitalEdu all amounts then due under this Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination.

(c) If Customer terminates this SaaS Agreement due to a breach by DigitalEdu, then DigitalEdu shall immediately repay to Customer all pre-paid amounts for any unperformed Services scheduled to be delivered after the termination date.

(d) Upon termination of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

8. WARRANTIES

8.1 Warranty: DigitalEdu represents and warrants that it will provide the Services in a professional manner consistent with general industry standards and that the Services will perform substantially in accordance with the Documentation. For any breach of a warranty, the Customer's exclusive remedy shall be as provided in Section 6, Term and Termination.

8.2 DIGITALEDU warrants that the services will perform in all material respects in accordance with the documentation. DigitalEdu does not guarantee that the services will be performed error-free or uninterrupted, or that DigitalEdu will correct all service errors. Customers acknowledge that DigitalEdu does not control the transfer of data over

communications facilities, including the internet, and that the SaaS service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Whereas DigitalEdu will provide support & service to ensure error-free & uninterrupted services as per EXHIBIT A: Support and Maintenance Services.

8.3 This section sets forth the sole and exclusive warranty given by DigitalEdu (express or implied) with respect to the subject matter of this agreement. Neither DigitalEdu nor any of its licensors or other suppliers warrant or guarantee that the operation of the subscription service will be uninterrupted, virus-free or error-free, nor shall DigitalEdu be liable for unauthorized alteration, theft or destruction of Customer's or any user's data, files, or programs. In such an event, DigitalEdu will deploy alternative arrangements as practicable in consultation with customers and ensure zero data loss and System availability.

9. LIMITATIONS OF LIABILITY

Neither party (nor any licensor or other supplier of DigitalEdu) shall be liable for indirect, incidental, special or consequential damages, including, without limitation, damages for lost business, profits, data or use of any service, incurred by either party or any third party in connection with this agreement, regardless of the nature of the claim (including negligence), even if foreseeable or the other party has been advised of the possibility of such damages. neither party's aggregate liability for damages under this saas agreement, regardless of the nature of the claim (including negligence), shall exceed the fees paid or payable by the Customer under this saas agreement during the 12 months preceding the date the claim arose. the foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under sections entitled "restriction", "indemnification", or "confidentiality".

10. INDEMNIFICATION

10.1 Indemnification by DigitalEdu. If a third party makes a claim against Customer that the Services infringes any patent, copyright, or trademark, or misappropriate any trade secret, or that DigitalEdu's negligence or willful misconduct has caused bodily injury or death, DigitalEdu shall defend Customer and its directors, officers and employees against the claim at DigitalEdu's expense and DigitalEdu shall pay all losses, damages, and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by DigitalEdu, to the extent arising from the claim. DigitalEdu shall have no liability for any claim based on (a) the Customer Content, (b) modification of the Services not authorized by DigitalEdu, or (c) use of the Services other than in accordance with the Documentation and this SaaS Agreement. DigitalEdu may, at its sole option and expense, procure for Customer the right to continue the use of the Services, modify the Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.

10.2 Indemnification by Customer - If a third party makes a claim against DigitalEdu that the Customer Content infringes any patent, copyright, or trademark, or misappropriates any trade secret, the Customer shall defend DigitalEdu and its directors, officers, and employees against the claim at Customer's expense and Customer shall pay all losses, damages, and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.

10.3 Conditions for Indemnification - A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

11. GENERAL PROVISIONS

11.1 Non-Exclusive Service: The customer acknowledges that Services provided under this agreement are on a non-exclusive basis. Nothing shall be deemed to prevent or restrict DigitalEdu's ability to provide the Services or other technology, including any features or functionality first developed for Customer, to other parties.

11.2 Personal Data: Customer hereby acknowledges and agrees that DigitalEdu's performance of this Agreement may require DigitalEdu to process, transmit, and/or store Customer personal data or the personal data of Customer employees, Students, and Affiliates. By submitting personal data to DigitalEdu, the Customer agrees that DigitalEdu and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling DigitalEdu to perform its obligations under this Agreement.

11.3 In relation to all Personal Data provided by or through Customer to DigitalEdu, Customer will be responsible as sole Data Controller for complying with all applicable data protection and related laws. The customer agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Content and enabling Software and DigitalEdu Services. Customer confirms that Customer is solely responsible for any Personal Data that may be contained in Content, including any information which any DigitalEdu Services User shares with third parties on Customer's behalf.

11.4 The customer is solely responsible for determining the purposes and means of processing Customer Personal Data by DigitalEdu under this Agreement, including that such processing according to the Customer's instructions will not place DigitalEdu in breach of applicable data protection laws. Prior to processing, the Customer will inform DigitalEdu about any special categories of data contained within Customer Personal Data and any restrictions or special requirements in the processing of such special categories of data, including any cross-border transfer restrictions. Customers are responsible for ensuring that DigitalEdu Services meets such restrictions or special requirements. DigitalEdu to process any Personal Data that meets the requirements set forth in this Section according to these Terms of Use.

11.5 DigitalEdu Personal Data Obligations: In performing the Services, DigitalEdu will comply with the DigitalEdu Services Privacy Policy, which is available at http://www.digitaledu.net/privacy-policy and incorporated herein by reference. The DigitalEdu Services Privacy Policy is subject to change at DigitalEdu's discretion; however, DigitalEdu policy changes will not result in a material reduction in the level of protection provided for Customer Data during the period for which fees for the services have been paid. The services policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Customer data in connection with the Services.

11.6 DigitalEdu reserves the right to provide the Services from Host locations, and/or through the use of partners, worldwide. DigitalEdu will only process Customer Personal Data in a manner that is reasonably necessary to provide Services and only for that purpose. DigitalEdu will only process Customer Personal Data in delivering DigitalEdu SaaS. The customer agrees to provide any notices and obtain any consent related to DigitalEdu's use of the data for provisioning the Services, including those related to the collection, use, processing, transfer, and disclosure of personal information. The customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness, and retains ownership of all of the Customer data.

11.7 Assignment: Neither party may assign this Agreement or any right under this Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that either party may assign this Agreement to an acquirer of all or substantially all of the business of such party to which this Agreement relates, whether by merger, asset sale or otherwise. This Agreement shall be binding upon and inure to the benefit of the party's successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Agreement, provided, however, that such party shall not be relieved of any obligation under this Agreement.

11.8 Notices: Except as otherwise permitted in this Agreement, notices under this Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified mail, (b) when transmitted if sent by facsimile, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this SaaS Agreement.

11.9 Force Majeure: Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

11.10 Waiver: No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

11.11 Severability: If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

11.12 Entire Agreement: This Agreement (including all exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this SaaS

Agreement. This SaaS Agreement may be amended solely in a writing and signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

11.13 Publicity: DigitalEdu may include Customer's name and logo in its customer lists and on its website. Upon signing, DigitalEdu may issue a high-level press release announcing the relationship and the manner in which the Customer will use the DigitalEdu solution. DigitalEdu shall coordinate its efforts with appropriate communications personnel in the Customer's organization to secure approval of the press release if necessary.

11.14 No Third-Party Beneficiaries: This Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of Customers, or upon any other person or entity.

11.15 Independent Contractor: The parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

11.16 Statistical Information: DigitalEdu may anonymously compile statistical information related to the performance of the Services for purposes of improving the SaaS service, provided that such information does not identify the Customer's data or include the Customer's name.

11.17 Governing Law: This Agreement shall be governed by the laws of India. All disputes to this agreement are subject to competent courts of Pune jurisdiction.

11.18 Compliance with Laws: DigitalEdu shall comply with all applicable local, state, national, and foreign laws in connection with its delivery of the Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data

11.19 Dispute Resolution: Customer satisfaction is an important objective to DigitalEdu in performing its obligations under this Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of a written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If within 15 days after such a meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

11.20 Signatures: This Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or another electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

On behalf of **DigitalEdu IT Solutions Pvt. Ltd., Pune**	On behalf of **Siddhant Institute of Computer Application**
I hereby accept the terms and conditions specified in this contract.	I hereby accept the terms and conditions specified in this contract.
Sign -	Sign:
Date: 23.10.2023	Date:
Name & Designation: - Mr. Yogesh Pawar (Director)	Name & Designation: - Siddhant Yadav Director Siddhant Institute of Computer Application Sudumbare, Maval, Pune - 412109.

12. Reference (attachments):

EXHIBIT A : Support and Maintenance Services
EXHIBIT B : Service Level Agreement
EXHIBIT C : Software Services & Payment Schedules

EXHIBIT A: Support and Maintenance Services

1. Support and Maintenance Services

Support and Maintenance Services are included in the SaaS Service subscription in Exhibit A and entitle the Customer to the following:

(a) Telephone or electronic support in order to help the Customer locate and correct problems with the Software.

(b) Representatives will attend to requests on-demand to resolve software issues, a max of 10 days per month. We kindly make a request, at least a day in advance for us to make logistic arrangements.

(c) Bug fixes and code corrections to correct Software malfunctions in order to bring such Software into substantial conformity with the operating specifications.

(d) All extensions, enhancements, and other changes that DigitalEdu, at its sole discretion, makes or adds to the Software and which DigitalEdu furnishes, without charge, to all other Subscribers of the SaaS Service.

(e) Up to five (5) dedicated contacts designated by the Customer in writing will have access to support services.

2. Modus Operandi & Human-Connect

1. DigitalEdu will assign an Operations-Head, who will be the top-most authority for communication and escalation purposes.
2. DigitalEdu will assign a Business Analyst (BA) for handling all needs of the organization.
   a. BA will have access to all internal resources and/or resources managers at DigitalEdu.
   b. BA will be responsible for the smooth execution of all operations at the organization
   c. BA will have all rights and permissions to escalate matters at the required level internally at DigitalEdu
3. The organization shall nominate an Organization-Leader with whom progress and/or concern handling shall be addressed as and when required.
   a. Governance meeting every month shall be planned between DigitalEdu's Operations-Head & the Organization-Leader
   b. This governance meeting can also be held online if necessary
4. The organization shall identify a System-Coordinator (SC), who will act as a communication bridge between DigitalEdu's Appointed Business Analyst (BA) and Champions.
   a. BA will be responsible for communicating and coordinating all operations with the SC
   b. BA will raise alarms and concerns, if any, with the SC first
   c. BA will share all training material with SC, this can further be circulated ahead by SC as and when needed.
   d. BA will be preparing and sharing all the Standard-Operational-Procedures (SOPs) and Implementation-Plans (IPs) with SC
5. Just a recommendation: Organization shall identify Champions at each institute level.
   a. Champions will be coordinated within their local teams and ILC.
   b. One of many Champions can be identified at each department/section/unit based on workflow, quantum, and availability
   c. BA will be responsible for providing initial training to all champions.

** Suggest changes if any, your inputs will be valuable in ensuring the success of the project.

3. PG Integration & Operation Services

1. Bookkeeping of transactions
2. Tracking of transaction status
3. Bank reconciliation of the credited amount
4. Seamless Integration with fees & payment systems
5. PG-Error / Bank-Issues / Grievance Handling in Settlement or Refund
6. Software Services
   a. Integration with Fee Management Systems

b. Means of automated communication with a Payment Gateway system
c. Third-party hardware and data charges
d. Maintenance & security of additional DATA apart from regular Accounts & Admission system
7. Human Resources to monitor these additional tasks
8. Possibility of Connecting Multiple Payment Gateways
9. ML-Guidance to students who after facing transaction-related issues

4. Response and Resolution Goals

"business hours" 9 am-6 pm Indian Standard Time, Monday to Saturday, except holidays & weekly offs.

"Problem" means a defect in Software as defined in DigitalEdu's standard Software specification that significantly degrades such Software.

"Respond" means acknowledgment of the Problem received containing the assigned support engineer name, date and time, and severity assignment.

"Fix" means repairing or replacing a software component to remedy the problem.

"Workaround" means a change in the procedures followed or data supplied by the Customer to avoid a Problem without substantially impairing the Customer's use of the Software.

Problem Severity	*Response Goals*	*Resolution Goals*
1. The production system is creating a significant impact to the Customer's business function, preventing that function from being executed.	DigitalEdu will Respond within 2 business hours.	Upon confirmation of receipt, DigitalEdu support personnel begin continuous work on the Problem, and a Customer resource must be available at any time to assist with problem determination. DigitalEdu will provide reasonable effort for Workaround or Fix within 24 hours, once the Problem is reproducible or once we have identified the Software defect. DigitalEdu may incorporate Fix in future releases/upgrades of software.
2. The production system or application is moderately affected. There is no workaround currently available or the workaround is cumbersome to use.	DigitalEdu will Respond within 4 business hours.	Customer Support will provide reasonable effort for Workaround or Fix within 7 business days, once the problem is reproducible. DigitalEdu may incorporate a fix in future releases/upgrades of software.
3. The production system or application issue is not critical: no data has been lost, and the system has not failed completely. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.	DigitalEdu will Respond within 8 business hours.	Customer Support will provide reasonable effort for Workaround or Fix within 10 business days, once the problem is reproducible. DigitalEdu may incorporate Fix in a future release of the software.
4. Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications.	DigitalEdu will Respond within 24 business hours.	Resolution of the Problem may appear in a future release of the software.

5. **Accessing Support**

Customer Support offers several ways to resolve any technical difficulties. In addition to the online help in the Software, which can be accessed by clicking the "Help" tab when logged into the Software, function-specific help information can also be accessed throughout the Software using the 'i-button' option.

Details for Communication: BUSINESS ANALYST

Email: crm@digitaledu.net Phone: 81495 32982 / 96730 50112

Escalation Level 1	If you are not satisfied with the services or do not receive mutually agreed technical support, you can write to " Manager Operations" - crm@digitaledu.net We will appreciate, if you share communication details with Business Analyst with reference to the service request, for availing speedy response and response to your concerns & support request. We will respond in 48 business hours for Level 1 escalation.
Escalation Level 2	If you are not satisfied with the response from Manager Operations or do not receive mutually agreed technical support, you can write to "Team Lead Quality" - quality@digitaledu.net Please note you will need to share communication details with Business Analyst & Manager Operations, for availing speedy response and response to your grievance. We will respond in 48 business hours for Level 1 escalation.

EXHIBIT B: Service Level Agreement

The Services will achieve System Availability (as defined below) of at least 99% during each calendar year of the Subscription Term. All other Services will achieve System Availability (as defined below) of at least 99% during each calendar year of the Subscription Term. **"System Availability"** means the number of minutes in a year that the key components of the Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from;

(a) scheduled maintenance,

(b) events of Force Majeure in the SaaS Agreement,

(c) Malicious attacks on the system,

(d) issues associated with the Customer's computing devices, local area networks or internet DigitalEdu connections, or

(e) inability to deliver services because of acts or omissions of Customer or any User.

DigitalEdu reserves the right to take the Service offline for scheduled maintenance for which the Customer has been provided reasonable notice and DigitalEdu reserves the right to change its maintenance window upon prior notice to the Customer.

If DigitalEdu fails to meet System Availability in the year, upon written request by the Customer within 30 days after the end of the year, DigitalEdu will issue a credit in the Customer's next invoice in an amount equal to 1% of the yearly fee for the affected Services for each 5% loss of System Availability below stated SLA per SaaS Service, up to a maximum of the Customer's fee for the affected Services. If the yearly fee has been paid in advance, then at the Customer's election DigitalEdu shall provide a credit to the Customer to be used for term extension. The remedy stated in this paragraph is the Customer's sole and exclusive remedy for the interruption of Services and DigitalEdu's failure to meet System Availability.

Exhibit C: Software Services & Payment Schedules

This Exhibit is effective upon the start date of the Service Subscription Period. This document defines the Services (defined below) being purchased by the Customer under the terms and conditions of the SaaS Agreement between DigitalEdu IT Solutions Pvt. Ltd. ("DigitalEdu") and **Siddhant Institute of Computer Application** ("Customer").

1. **Services:** The SaaS Service includes the following modules/service offerings (activation will be linked with the subscribed package mentioned in article No. 05 below):

Services (Admission & Office Automation)	Admission Lead/Enquiry Management Online Registration & Online Form Filling Admission Processing (including Merit List Generation) Fees Management & Online Payment (Installments & Misc) Cancellation & Transfer (Reports & Receipt Printing) Communication (Mobile App for Students & Parents) Office Automation (Bonafide, LC, Centralised reports & Hold Management) MIS for NAAC
Teaching Learning Management System (TLMS)	Academic Planning, Subject Management & CBCS Student Attendance Management (Smart) Syllabus Planning & Tracking Home Work / Assignment & Projects Class Notes Sharing Learning Material Management (Digital Repository) Feedback & Student Satisfaction Surveys
OBE Attainment Evaluation (Direct & Indirect)	OBE Attainment Evaluations (based on Subject Wise Mark Entry) Define PO & CO, PO & CO Mapping, enter or Upload marks via mobile App, CO Attainment, PO Attainment, define Corrective Measures Publish consolidated report and analytics

2. **Subscription term:**

Subscription for the availed services is mentioned on Page No 01.

3. **Schedule Value:** (all fees are in INR and exclude applicable taxes)

Subscription fees include access and usage of the Services during the Subscription Term. Upon executing this Schedule, DigitalEdu shall issue a proforma invoice per the conditions stated in the agreement.
Suppose at any time during the Subscription Term or Renewal Term the Customer exceeds the number of students or user count. In that case, the Customer and DigitalEdu agree to execute a follow-on schedule for the purchase of additional services for the exceeded count. Additional access shall be purchased in blocks of students/users and in accordance with the agreed subscription fee.
Any disputes related to this agreement shall be resolved within 60 days of signing this agreement.

4. **Support and Maintenance Services**
Standard Support & Maintenance is included in the Subscription Fee. Any additional services requested will be charged extra as the case may be

5. **Payment Terms & Conditions:**

The customer acknowledges that this Agreement is a services agreement and DigitalEdu will not be delivering copies of the Software to the Customer as part of the Services.

Sr. No.	Product & Service Description	Amount (INR)	Payment Term
1.	AWS Cloud Setup & Configuration Institute Creation & Master Setup	INR 45,000	100 % Along with PO

Sr. No.	Product & Service Description	Amount (INR)	Payment Term
	Requirements mapping & Functional Alignment Payment Gateway Integration (*Standard Offerings) Mobile App Configuration & Management SMS & Email Service Configuration & Management Centralized Management of Multiple Institutes	AY 2023-24 Total Student Count considered 500	
2.	Admission & Office Automation Teaching Learning Management System (TLMS) OBE Attainment Evaluation (Direct & Indirect) Services (HRMS)	INR 199 per student per Academic Year	70 % before Go-live & 30 % after completion 2 months of Go-live

- *5,000 SMS will be offered FREE per year.*
- *Billing will be based on the subscription availed in line with the requested live students (Services)*

Note 1:

a) # SMS-Pack will have to be purchased as per the need. Subject to change with TRAI rule.

b) $Institute shall share required information and data in the prescribed format/template shared DigitalEdu, it will help for swift bring-up and error-free data exchange.

c) RFID and Biometric readers are required to be purchased for Student RFID or Biometric attendance in advance.

Note 2:

a) Proforma will be sent to the Customer for actual billing quantity confirmation for all the applicable products & services. As per the confirmation given by the Customer, Proforma will be converted into a Tax Invoice.

b) GST 18% shall be applicable for the products and services.

c) Students opting for online payment shall bear the PG/bank transaction charges extra as applicable.

d) Convenience Fee (PG Integration & Operation Services) to be borne by students opting for e-payments, will be INR 20 per transaction.

e) The above fees don't include Lodging, and Boarding shall be arranged by Institute during visit to the institute.

f) All payments to be made in the name of DigitalEdu IT Solutions Pvt. Ltd. payable at Pune, Maharashtra India. Payments shall be done by Cheque / NEFT / RTGS / Bank Transfers.

g) Customers shall release payment within 10 working days from the date of submission of the Invoice to continue uninterrupted service.

h) Please make payment in the name of "DigitalEdu IT Solutions Pvt. Ltd." Payable at Pune.

AXIS Bank, Wakad Bank A/c No. 919020066335299 IFSC Code: UTIB0001893

i) Requirements for customization shall be shared in a documented form. Such requirements will be reviewed and delivery shall be agreed upon mutually, based on the feasibility & impact of changes.

j) Subsequent year prices will be escalated by 15% on previous year rates.

k) For continuation of services the service contract shall be renewed every year, minimum 30 days prior to expiry of the contract.

6. Customer Billing Information

Billing Name	
Billing Address:	
Institute GSTIN	

Provide separate details if the Customer requires billing to be done separately for different sections like Aided, Unaided, SFC, Junior & PG

On behalf of **DigitalEdu IT Solutions Pvt. Ltd., Pune**

I hereby accept the terms and conditions specified in this contract.

Sign -

Date: 23.10.2023

Name & Designation: - Mr.Yogesh Pawar (Director)

On behalf of **Siddhant Institute of Computer Application,**

I hereby accept the terms and conditions specified in this contract.

Sign:

Date: Siddhant Yadav

Name & Designation: -

Director
Siddhant Institute of Computer Application
Sudumbare, Maval, Pune - 412109.