

7/13/2024

# COER- Sign off Document

Phase -1



## COER - ERP Implementation - Completed Activity Sign-Off

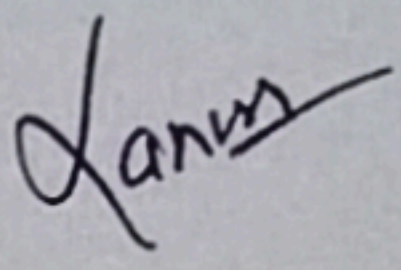
Master Setup & Data Uploading						
S No	Modules/Activity	Completed Items	Data Count of COER University	Data Count of COER Medical College of Ayurveda and Hospital	Total Data Count	Status
1	Institute Registration	1- COER University 2- COER Medical College of Ayurveda and Hospital	1	1	2	Complete
2	Master Setup	Master Setup			1	Complete
3	Department Management	Department Creation	10	1	11	Complete
4	Program Management - HD	1-Program Batch	178	4	182	Complete
		2- Program	80	1	81	Complete
5	Student Management - HD	Students Upload	3346	153	3499	Complete
6	Hostel Management - HD	Hostel			5	Complete
7	Infrastructure Management - HD	Building Infrastructure	7	1	8	Complete
8	Employee Management - HD	Employee Creation	211	35	246	Complete
9	Fee Management - HD	Academic Fee Hostel Fee			2	Complete




Below are the functionalities implemented and delivered.

No	Modules/Activity	Completed Items	Status
1	Payroll	Payroll	Complete
2	HR Employee Management	1- Employee Upload in ERP. 2-Mobile App and web login creation. 3-Profile update completed.	Complete
3	Hostel Management	Hostel infra, floor, rooms, fee.	Complete
4	Purchase	Purchase	Complete
5	Admission Process	Admission Process	Complete

Approvals.

Approver					
No	Name	Designation	Date	Signature	Remarks
					

 Registrar  
COER University  
Roorkee



Office Copy

Reference Nbr: SM/2024/1/DOM/0080

eLite SIS HD

Service Provider: Scholars Merit Online Pvt Ltd

AND

Subscriber: COER University

Agreement Date: 17<sup>th</sup> Jan 2024

Place: Roorkee, Uttarakhand



## SAAS SERVICES ORDER FORM

<b>Customer:</b> COER UNIVERSITY C/O SETH ROSHAN LAL JAIN TRUST	<b>Contact Person:</b> Dr. Manish K Mathur
<b>Address:</b> COER University, Haridwar Rd, Vardhamanpur, Roorkee, Uttarakhand	<b>Phone:</b> +91 9310041872
<b>PIN:</b> 247667	<b>E-Mail:</b> registrar@uetr.ac.in
<b>Services:</b> eLite Student Information System HD (the "Service(s)").	
<b>Services Fees:</b> Refer Exhibit D, subject to the terms of Section 4 herein.	<b>Initial Service Term:</b> 5 Years
<b>Implementation Services:</b> Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as <b>EXHIBIT A</b> hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms therein.	
<b>Pilot Use:</b> Notwithstanding anything else, in connection with pilot/evaluation use (1) No fees will apply, (2) The Services are provided "AS IS" and no warranty obligations of Company will apply, and (3) Customer may terminate this Agreement and all of its rights hereunder by providing Company written notice thereof no less than 3 days prior to the end of the Pilot Period; otherwise, this Agreement shall continue in effect for the Initial Service Term (subject to earlier termination as provided in the Agreement).	
<b>Pilot Period:</b> 7 days	

## SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on 17/01/2024 (the "Effective Date") between **Scholars Merit Online Pvt Ltd** being an authorized reseller of product eLite SIS HD with its place of business at 7<sup>th</sup> Floor, Highway Tower 1, A 13/2 Sector 62, Noida 201309 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**Scholars Merit Online Pvt Ltd**

By: \_\_\_\_\_

Name: Komal Gaur

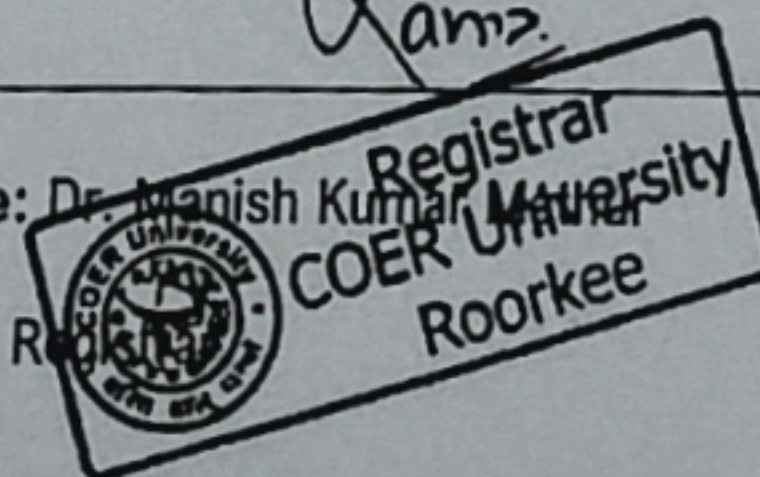
Title: Business Manager

Institute: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dr. Manish Kumar

Title: Registrar





## TERMS AND CONDITIONS

### 1. SAAS SERVICES AND SUPPORT

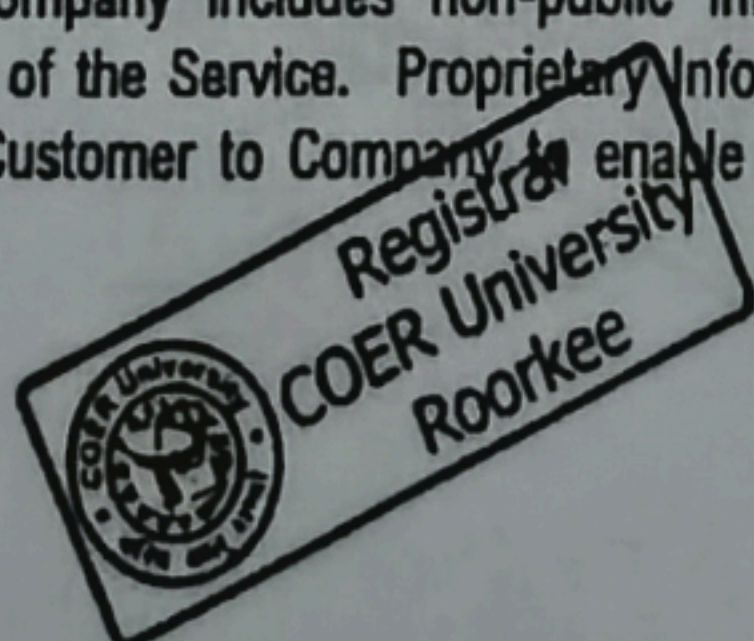
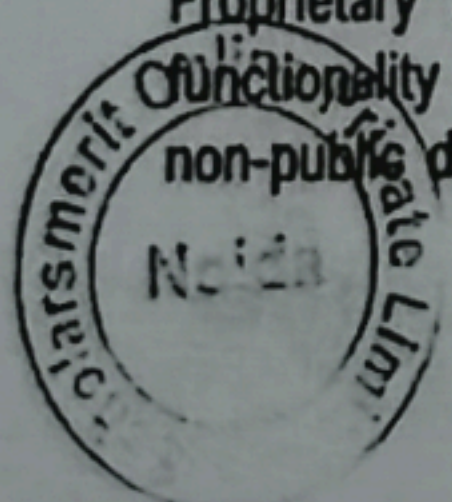
- 1) Subject to the terms of this Agreement, the Company will use commercially reasonable efforts to provide Customer Services. As part of the registration process, Customer will identify an administrative username and password for Customer's Company account.
- 2) Subject to the Product design and Implementation, eLite Suite of Products use eLite Unified Payment Portal (eUPP) as its default online payment channel. Institutes are required to subscribe to this platform under this agreement to enable the online mode of payment for their fee payment. The terms and conditions for enablement of eUPP for online fee payments are set forth in Exhibit B of this agreement.
- 3) Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit C.

### 2. RESTRICTIONS AND RESPONSIBILITIES

- 1) Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.
- 2) Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
- 3) Customers shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### 3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 1) Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services



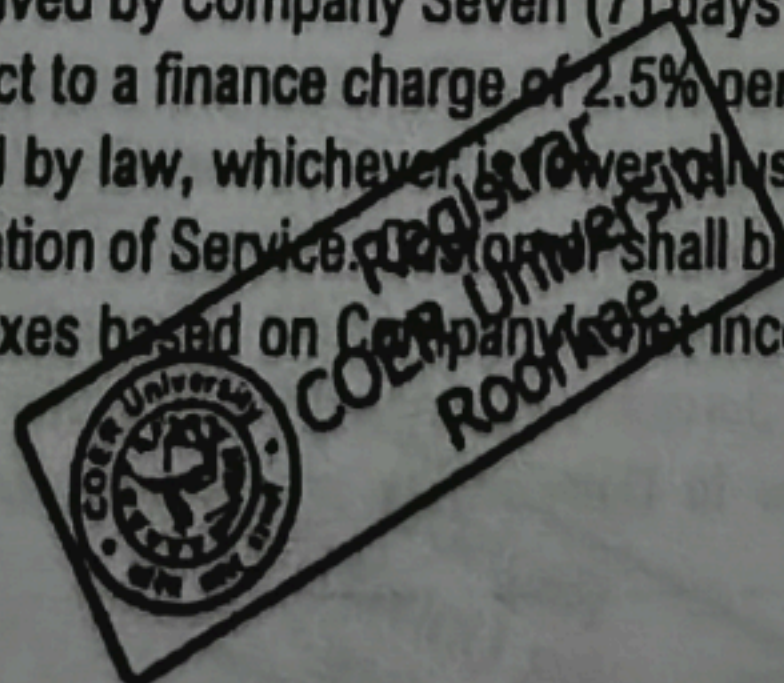
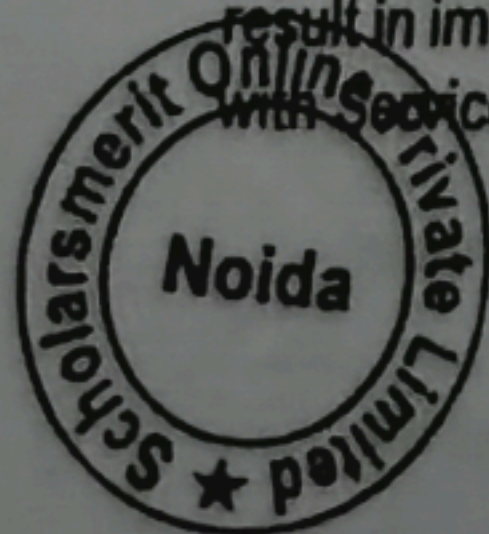


("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

- 2) Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 3) Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

#### 4. PAYMENT OF FEES

- 1) Customers will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees") as mentioned in EXHIBIT D. If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).
- 2) Company shall start billing the Customer after implementation of the system or fulfilling the conditions of the Sign-off as mentioned in the EXHIBIT E of this agreement. The customer has to raise any deviation from the sign off condition at least 15 working days in advance, failing which, the sign off will be deemed completed.
- 3) Company shall bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company Seven (7) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 2.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.





## 5. TERM AND TERMINATION

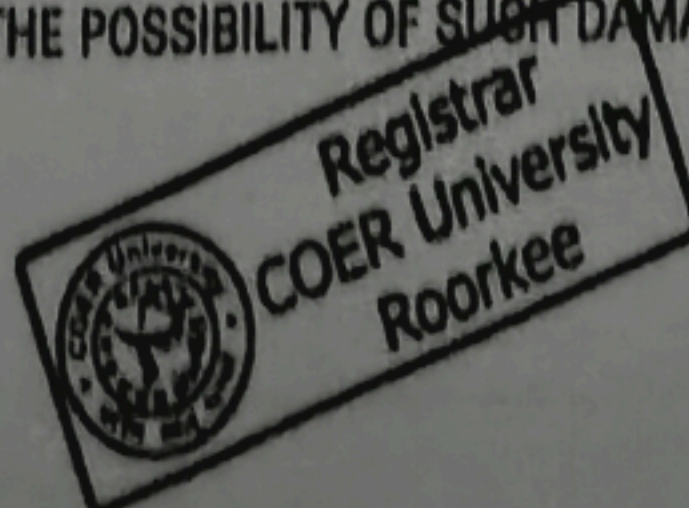
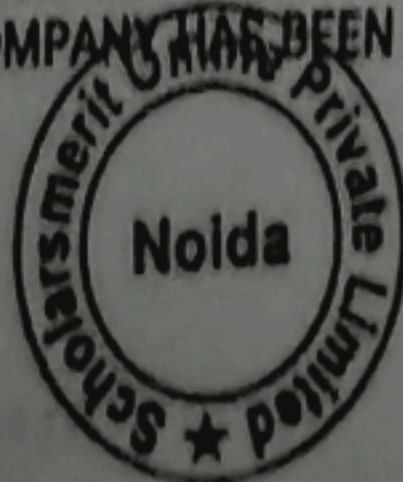
- 1) Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 2) In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## 6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 7. LIMITATION OF LIABILITY

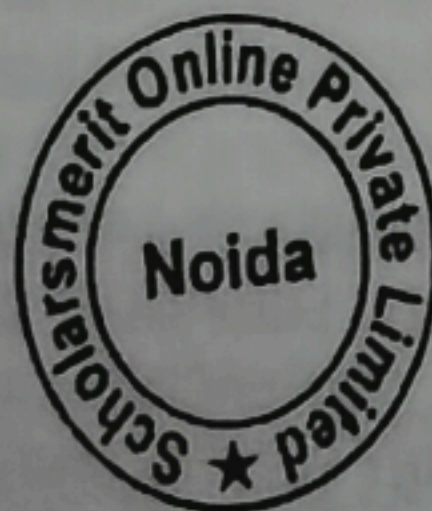
NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.





## 8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of contract subject to the jurisdiction of court in Noida.

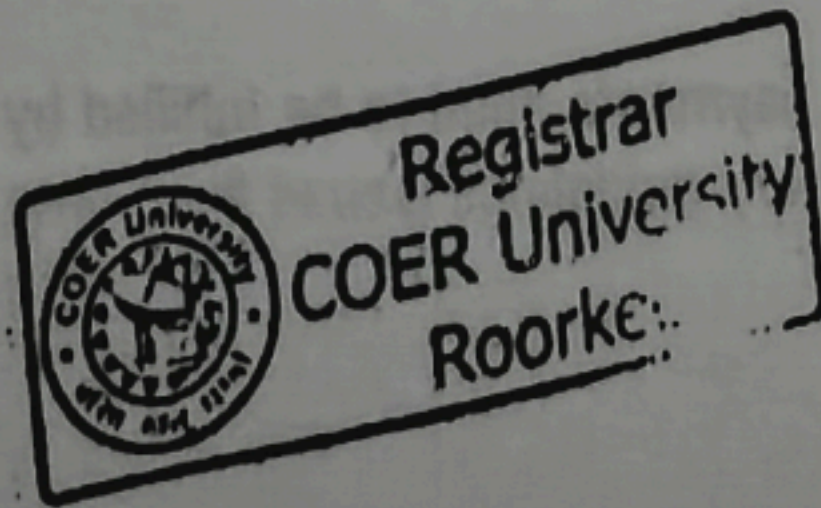
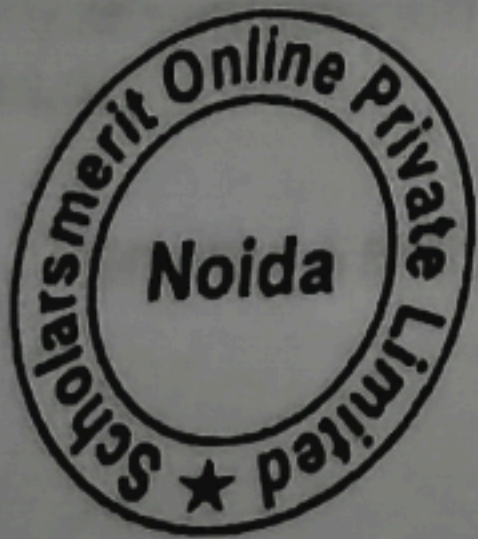




## EXHIBIT A

### Feature List

- As per Proposal Reference Number: SM/2024/1/DOM/0080 Dated 4th Jan 2024

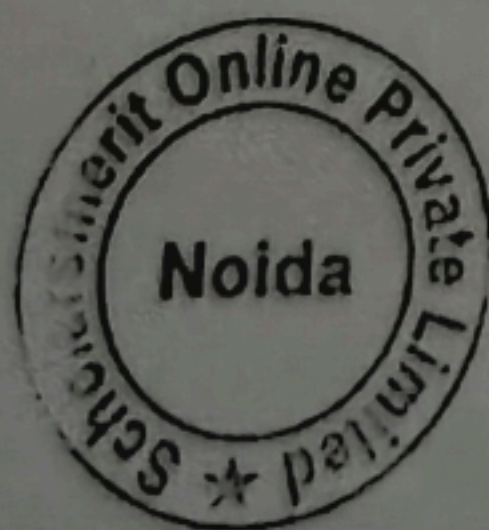




## EXHIBIT B

### eUPP Terms and Conditions for Online Fee Payment

1. The General Terms of this agreement are bound by the Indian regulations of online payment and the features of eUPP are adhering to the standards defined by various payment gateways and regulatory channels from time to time. General Terms and Conditions document for reference can be obtained from eUPP Customer Service Team or by visiting <https://www.eupp.in>
2. eUPP uses the services of various payment gateways at the back end and is bound by the regulations of a safe online processing of payments as provided by the Gateways.
3. Use of Multiple gateways at the backend helps the platform to provide best online payment processing facilities to the institute and a 24x7 availability of the services.
4. eUPP shall ensure that all licenses and registrations required for processing the transactions are in full force to enable Customer to carry on using the services of eUPP.
5. eUPP shall provide the Customer with a facility to enable the Customers to query the status of the Transactions, as well as a facility for interacting with eUPP Team for any questions, requests, cancellations, etc.
6. Customer shall use Payment System eUPP only for collecting Student's fees unless agreed for any other fees or services. Customer shall not use eUPP in any manner or in furtherance of any activity, which constitutes violation of any law or regulation, or which may cause the Portal to be subject to investigation, prosecution, or legal action.
7. In the event of any Customer complaining of any issue in the services of eUPP, customer service shall take such measures as may be reasonably required to rectify the same.
8. General Settlement period of amount such collected by online methods of payment using eUPP shall be T+1 for regular days and / or next working days in case of holidays and weekends.
9. In case of any delay in settlement period as received by the payment gateway provided for eUPP, the same shall be applied to the settlement of the received amount to the customer as well.
10. KYC requirements for enabling online payments need to be fulfilled by the Institute / customer for continued operations as per regulatory guidelines issued from time to time.





## EXHIBIT C

### Service Level Terms

The Services shall be available 98%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than four hours, Company will credit Customer 1% of Service fees for each period of 4 hours or more consecutive downtime, provided that no more than one such credit will accrue per day.

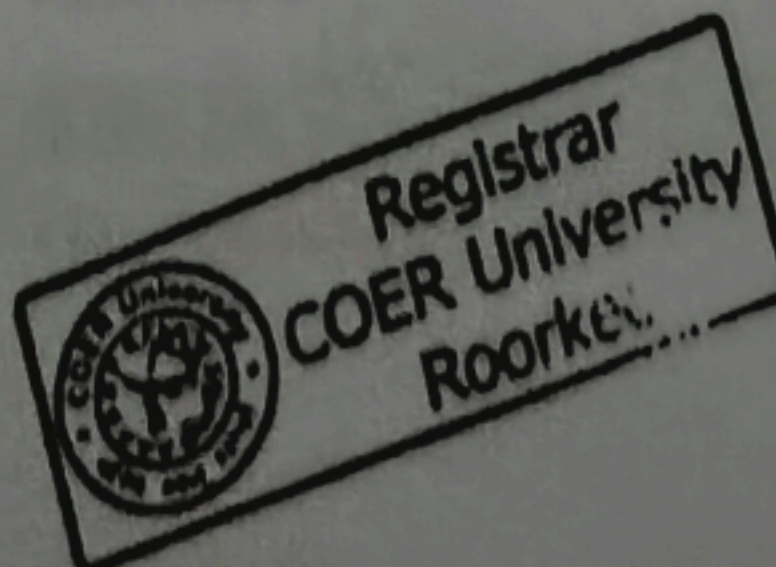
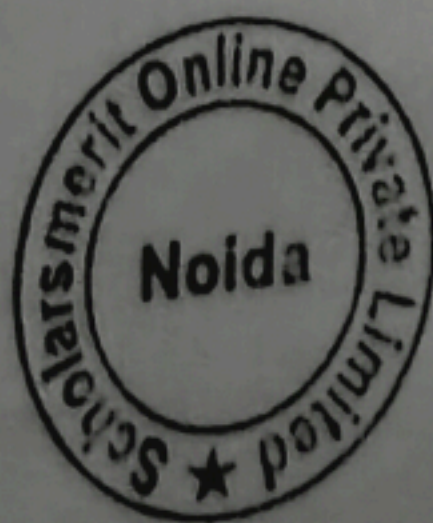
Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

### Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 6:00 pm India time, with the exclusion of Public Holidays ("Support Hours").

Customer may initiate a helpdesk ticket during Support Hours by calling the support helpline or any time by emailing the support team.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.





## EXHIBIT D

### Pricing and Payment Terms

#### Pricing Structure

Package Name	eLite SIS HD
Pricing	INR ₹ 50.00 Per Student Per Month Plus Taxes
One Time Implementation Fee	INR ₹ 5,00,000.00 Plus Taxes
Payment Terms	Within 60 days of Invoice generation
Payment Due Date	60 days of invoice generation
Grace Period	7 Days
Late Payment Period Penalty	2.5%
Service Disconnection on No-Recharge	30 Days
Service Reconnection Duration	30 Days
Charges Post Reconnection Duration	INR 25,000.00
License Fee Increase	5% On each anniversary

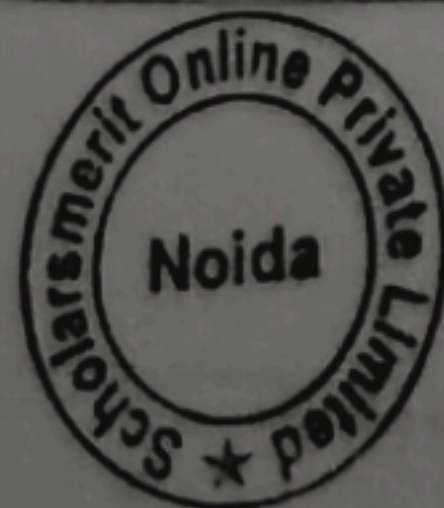
#### Binding Condition

None
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#### Payment Processed Information

Booking Invoice Number	
Booking Date	17 Jan 2024
Booking Amount	₹ 2,50,000.00 Plus Taxes
Booking Tax Invoice Number	SMT202401118
Payment Date	19 Jan 2024
Payment Amount	₹ 295,000.00





### eUPP Service Charges

Following charges will be applied on the Fee by eUPP Platform to enable the payments via online platform.

From Price	To Price	eUPP Service Charge	Domestic Credit/Debit Card/UPI	Net Banking	Wallets/Ame	International Card
₹ 1	₹ 250	₹ 5	0.00%	NA	2.50%	3.50%
₹ 251	₹ 1,000	2.50%	0.00%	NA	2.50%	3.50%
₹ 1,001	₹ 5,000	2.25%	0.00%	0.00%	2.50%	3.50%
₹ 5,001	₹ 20,000	1.75%	0.00%	0.00%	2.50%	3.50%
₹ 20,001	₹ 99,999,999	1.50%	0.00%	0.00%	2.50%	3.50%

- \*eUPP Service fee is a standard fee, will be applicable to all instrument  
\*\*Only one eUPP Service Fee will be applicable for single payment based on the instrument selected  
\*\*\*Applicable taxes are subject to government jurisdictions

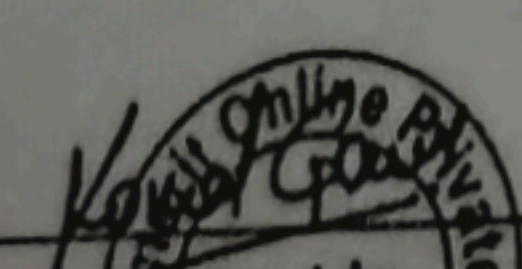
### KYC Requirements

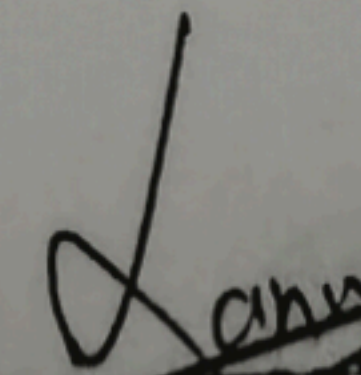
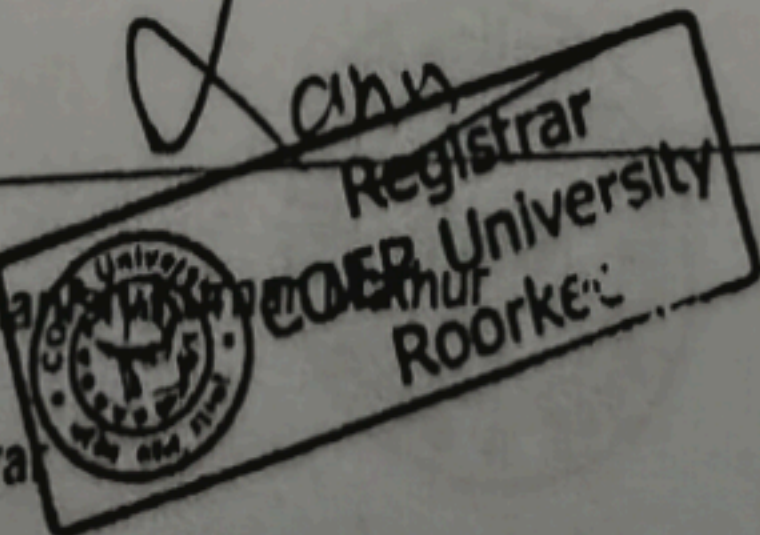
1. Institute Registration / Affiliation Certificate
2. PAN Card of Institute
3. PAN Card of Authorized Signatory
4. Aadhaar Card of Authorized Signatory
5. Canceled Cheque of Customer Account (Preferred Current Account)

### Signing Confirmation Section

Scholars Merit Online Pvt Ltd

Institute: COER University

By:   
Name: Kunal Gaur  
Title: Business Manager

By:   
Name: Dr. Manoj Kumar  
Title: Registrar  




## EXHIBIT E – Sign off Conditions.

Sign-off for the system would be considered as auto completed upon completion of any of the steps provided in the following sections:

1. The Project Manager from the client provides the sign-off on the functionality provided as per the sign off document by the eLite SIS HD Team Project Manager.

-OR-

2. Institute has uploaded and completed their following modules in the system:

- a. Institute Management
- b. Master Configurations
- c. Infrastructure Management
- d. Role Management
- e. Program / Course Management
- f. Calendar Management
- g. Batch Management
- h. 50% of the Students have been uploaded / approved in the system.
- i. 50% of the Employees have been uploaded / approved in the system.

-OR-

3. In the event of Institute not uploading / approving 50% of the students in the system, if 80% of the uploaded students have logged in the system and
  - a. Demand has been generated by the system administrator for the uploaded students using the system and/or
  - b. Fee record update has been completed for the uploaded students and their fee data has been recorded in the system.

