



Date : 04-Apr, 2023

To,  
Managing Trustee,  
Nirmala Memorial Foundation's  
Nirmala Memorial College (Kandivali & Malad)  
Mumbai.

Respected Sir,

With reference to your requirements, kindly find our proposal for Cloud/Web and Mobile based Educational ERP "EduSprint" for the year 2023-24 for your perusal.

**Please feel free to contact us for further clarification.**

**For MICM Net Solution Pvt. Ltd.**

**Chintan Shah**  
**(Director - IT Solutions)**

  
10/4/23

**MICM Net Solutions (P) Limited**

5/6 Azad Shopping Centre, Opp. Goregaon Station. Goregaon (West). Mumbai -400104.  
Tel.: 9136008803 email: info@micmindia.com: www.micmindia.com

**FOR SUBSCRIPTION LICENSE**

**Software Pack Wise Cost Estimation Per College / Site (For Junior and Degree College) :**

Sr. No	Description	EduSprint Modules offering
1	Student Information System	✓
2	Fees Collection System	✓
3	Online Payment gateway Integration	✓
4	Mass SMS System (Integration with SMS Pack) / Email Alert Engine	✓
5	User & Rights Management	✓
6	Student Portal (Only for Fees Collection)	✓
7	Library System with Barcode Solution	✓
8	Web OPAC for Library	✓

**Financial Proposal**

One Time Installation, Data Migration & Training Charges on confirmation of order	One Time Setup Cost - NIL Only Half Yearly Payment in advance along with the order Confirmation
Yearly Payment Terms : (Pricing are subject to minimum student strength of 5000)	Rs. 58/- + GST Per Student Per Year (2023-24)
(Payable Half yearly in Advance preferably by NEFT/RTGS) (For SMS, Hardware Charges read Terms & conditions)	

Cloud Hosting Shared VPS hosting charges will be Rs. 42,000/- + GST per year	
Billing Cycle	Half Yearly advance (Actual student strength will be taken while billing)
Minimum Contract Period	5 Years
Gestation / Overall Implementation Period (from the date of installation)	Overall 6 Months
Onsite Training Visits by MICM	3-4 working days under implementation period
Second year onwards	Annual 7.5% escalation in price
Additional Onsite Visit charges (If Applicable)	Institute has to pay for travelling and accommodation. Professional charges of Rs. 2000 per working day for L1 support staff and Rs. 3000 per working day for L2 support staff will be applicable in case of additional support..
Online Support	Free Online and Telephonic Support during normal business hours (09:30 am to 06:30 pm) on working day Monday to Friday.
Online additional user management configuration support & module configuration support from 2 <sup>nd</sup> year onwards. (If Applicable)	Rs. 500 per hour + GST
Cost of any additional Modules	Will be charged extra with mutual agreement
Customization Charges	Any customization beyond specified scope will be provided on mutually agreed payment and delivery terms.

**For Degree College (Malad & Kandivali) :**

**Online MCQ Examination Pricing for the year 2021-22**

- A) Proctoring Exam - Rs. 10 + GST Per student per exam/paper/subject
- B) Non Proctoring Exam - Rs. 20 + GST per student per semester

**MICM Bank Details :**

MICM Net Solutions Pvt Ltd.

Name of the Bank: THE SOUTH INDIAN BANK (Goregaon - west)

Account Number: 0352073000000396

IFSC / NEFT Code: SIBL0000352

MICR Code: 400059007

**Software Installation & Implementation Road Map :**

- Purchase order along with initial payment
- Service/Module Installation
- Data Migration/Data Entry

Migration will include Student, books and Teacher's master data.

Any data entry by MICM team will be charged extra with mutual agreement.

- Software implementation
- Software Training
- Ongoing support, Enhancement and training

## **Implementation Terms :**

1. Institute is responsible for arranging Computer Hardware like PC, Printer, Scanner, Barcode Gun, Stationery, etc.
  - SMS (Short messaging service) charges should be payable to concerned provider directly.
  - For any third party software / hardware integration, we need to get integration support from the respective vendor. Integration charges will be based on efforts cost.
  - Institute/MICM Should provide Centralised VPS Hosting on Godaddy/Control-S for entire group, with Server configuration :-
  - Shared Windows server and IIS with Minimum (1) 4 Core (2) 8 GB Ram (3) 100 GB Disk Space (4) SQL Server Express 8/Web or Higher for less than 3500 students. & Dedicated Windows server and IIS with Minimum (1) 4 Core (2) 8 GB Ram (3) 100 GB Disk Space (4) SQL Server Express 8/Web or Higher for more than 3500 students.
  - Regular Online Support/Telephonic will be provided through Internet between 09:30 AM to 6:30 PM on working Monday to Friday for smooth functioning of software.
  - High Speed Internet connection should be available for any remote support.
-

## **Terms & Conditions:**

### **1) Purchase Order**

As the first step for the assignment the client will issue (MICM Net-Solutions (P) limited) a letter of Purchase along with a signed copy of this proposal. Initial payment, must accompany the letter.

### **2) Lead Time**

MICM will commence work on the assignment immediately after receiving the letter of acceptance and advance payment.

### **3) Nomination Letter**

MICM would nominate an authorized person who would be solely responsible for communicating with the Client authorities and would in return also require a letter that nominates an authorized person from your organization who would be solely responsible for giving inputs, certifying the layouts/designs and finally issue the acceptance letter after successful implementation of the software. His / her decision would be final and the software would be developed as it is approved by him/her.

### **4) Acceptance letter**

The client will confirm the acceptance of the software in writing within 7 days of its implementation in parallel. If written acceptance is not received within 15 days of its implementation of the software at your premises, the acceptance of the client is assumed.

### **5) Third Party Hardware & Software Integration**

For any third party software / hardware integration, we need to get integration support from the respective vendor and charges will be extra based on efforts cost. Excel file need to be provided by the Institute for master data migration.

### **6) Configuration & Formatting of PC's**

In the event of any of the above-mentioned points or any other problem, which is outside the scope of the warranty and results in spending our resources, would be chargeable.

### **7) Data Loss**

The warranty does not cover the data lost that might happen at the clients place. The application is provided with the backup facility that is to be used regularly. Mismanagement of data at the clients place is total responsibility of the client. Data loss caused by any unauthorized user is also not our responsibility.

### **8) Confidentiality**

MICM undertakes to assume single point responsibility for complete execution. All documents and other information received from the client during the study will be kept classified and will be used only for the purpose of software development.

The client will not duplicate or otherwise reproduce directly or indirectly, in whole or part the deliverable or any material relating thereto except as and for the use specified in the proposal. The Client will take all the reasonable steps to ensure that all authorized personnel having access to the deliverable or any material relating thereto will refrain from disclosure duplication or reproduction in any form.

### **9) Proprietary Rights**

All rights, title and interests in and to the EduSprint Software Source Code, High Level & Low level architecture design, Software executable and DLLs, Database Design & Data Dictionary, Instruction Manual, Brand Logo, Marketing & advertising material licensed as an individual module or all the module as perpetual or subscription license, Services Environment and any other material used by MICM in the provision of the Services shall exclusively belong to MICM. Any and all Intellectual Property Rights with respect to the Services and the MICM Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to MICM. And the Customer shall not be entitled to claim any rights therein. All rights, title and interests in the Customer Data shall always remain with Customer and MICM shall not have any rights in the Customer Data. Customer agrees that MICM shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. The Customer acknowledges that the provision of the Services hereunder by MICM shall be on a non-exclusive basis and MICM shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude MICM from providing such services or performing such obligations to its other clients.

### **10) Warranty**

The system will be free from all defects and faults and in conformity with the system & functional specifications approved by client. Any support incase required by the Client authorities after the expiry of the warranty would be charged based on service requirements.

The warranty does not cover any change in the software Specifications that might arise due to any hardware/software modifications made by the client authorities. The scope of the warranty is mainly to fix the bugs (any programming mistake causing the system to work improperly).

### **11) Force Majeure**

Neither Party shall be eligible for liquidated damages or termination for default against the non performing party, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the cause thereof. The affected Party shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Notwithstanding what is stated herein above, the a Party may terminate this contract, by giving a written notice of minimum 30 days to the affected Party (non-performing party), if as a result of Force Majeure, the affected Party being unable to perform a material portion of the services for a period of more than 60 days.

\* All Terms and conditions are subject to change from time to time.



PROFORMA INVOICE

Date: 05/01/2023

To,  
Nirmala Memorial Foundation College  
90 Feet Rd, Kandivali,  
Thakur Complex, Kandivali East,  
Mumbai- 400101

Particulars	Amount
- EduSprint software Support & Service Charges for the Year 2022-23 (Final Payment)	95230.00
- Yearly Hosting Charges for FY 2022-23	42000.00

EduSprint Charges for 2022-23	
7186 Students @ Rs. 55/-	395230/-
Yearly Hosting charges	42000/-
Total Receivable	437230/-
Less : Received	300000/-
Final Billing	137230/-

Jr 2959 (3152)  
Dtg 3316 (4141)

Total 137230.00  
SGST 9.00% 12350.70  
CGST 9.00% 12350.70  
Round off (-) 00.40

Payment within 7 days.  
E. & O. E.

Grand Total 161931.00

Rupees : One Lakh Sixty One Thousand Nine Hundred Thirty One Only.

GSTIN : 27AABCM9968M1ZL

PAN NO-AABCM9968M

1. Subject to Mumbai Jurisdiction.
2. Warranty upto 1 year.
3. Payment must be made by Account Payee's Cheque.
4. We are not responsible for any data loss or Corruption because of Hardware/Virus Problem/Communication Line Problem.
5. We are also not responsible for recovery of data, if proper Backup is not taken.
6. Our Consultancy Charges will be for \_\_\_ Terminals/Computer Extra Charges will taken per extra Terminal/Computer.
7. Once Invoice accepted, it is acknowledgement of Our Order.

459924  
28.1.23

Acno 3  
SVCBank 159,185/-

For MICM NET SOLUTIONS PVT.LTD.

OK  
M.T.A.

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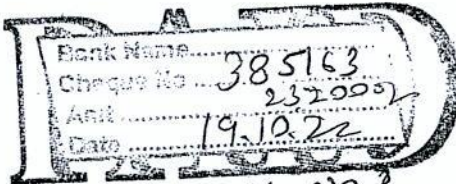
TAX INVOICE

To,  
Nirmala Memorail Foundation College  
90 Feet Rd, Kandivali,  
Thakur Complex, Kandivali East,  
Mumbai- 400101

Invoice No. : G.00000629

Date : 20/10/2022

Particulars	Amount
EduSprint software Support & Service Charges for the Year 2022-23 (On Account Part Payment)	200000.00



AMOUNT  
SVE BANK

SGST 9.00%  
CGST 9.00%

Total 200000.00  
18000.00  
18000.00

Payment within 7 days.  
E. & O. E.

Grand Total 236000.00

Rupees : Two Lakh Thirty Six Thousand Only.

GSTIN : 27AABCM9968M1ZL

SAC CODE:9983

PAN NO-AABCM9968M

TERMS & CONDITIONS

1. Subject to Mumbai Jurisdiction.
2. Warranty upto 1 year.
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4. We are not responsible for any data loss or Corruption because of Hardware/Virus Problem/Communication Line Problem.
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7. Once Invoice accepted, it is acknowledgement of Our Order.

For MICM NET SOLUTIONS PVT.LTD.





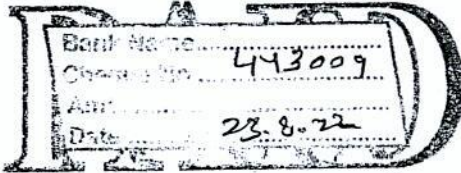
TAX INVOICE

To,  
Nirmala Memorail Foundation College  
90 Feet Rd, Kandivali,  
Thakur Complex, Kandivali East,  
Mumbai- 400101

Invoice No. : G.00000392

Date : 26/08/2022

Particulars	Amount
EduSprint software Support & Service Charges for the Year 2022-23 (On Account Part Payment)	100000.00



SGST 9.00%  
CGST 9.00%

Total 100000.00  
9000.00  
9000.00

Payment within 7 days.  
E. & O. E.

Grand Total 118000.00

Rupees : One Lakh Eighteen Thousand Only.

GSTIN : 27AABCM9968M1ZL

SAC CODE:9983

PAN NO-AABCM9968M

TERMS & CONDITIONS

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For MICM NET SOLUTIONS PVT.LTD.

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18



Date : 22-July, 2022

To,  
Managing Trustee;  
Nirmala Memorial Foundation's  
Nirmala Memorial College (Kandivali & Malad)  
Mumbai.

Respected Sir,

With reference to your requirements, kindly find our proposal for Cloud/Web and Mobile based Educational ERP "EduSprint" for the year 2022-23 for your perusal.

Please feel free to contact us for further clarification.

For MICM Net Solution Pvt. Ltd.

Chintan Shah  
(Director - IT Solutions)

*Approved*  
*[Signature]*  
*23/07/22*

**MICM Net Solutions (P) Limited**

5/6 Azad Shopping Centre, Opp. Goregaon Station. Goregaon (West). Mumbai -400104.  
Tel.: 9136008803 email: info@micmindia.com; www.micmindia.com

**FOR SUBSCRIPTION LICENSE**

**Software Pack Wise Cost Estimation Per College / Site (For Junior and Degree College) :**

Sr. No	Description	EduSprint Modules offering
1	Student Information System	✓
2	Fees Collection System	✓
3	Online Payment gateway Integration	✓
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5	User & Rights Management	✓
6	Student Portal (Only for Fees Collection)	✓
7	Library System with Barcode Solution	✓
8	Web OPAC for Library	✓

**Financial Proposal**

One Time Installation, Data Migration & Training Charges on confirmation of order	One Time Setup Cost - NIL
Yearly Payment Terms : (Pricing are subject to minimum student strength of 5000)	Only Half Yearly Payment in advance along with the order Confirmation Rs. 55/- + GST Per Student Per Year (2022-23)
(Payable Half yearly in Advance preferably by NEFT/RTGS) (For SMS, Hardware Charges read Terms & conditions)	

Cloud Hosting Shared VPS hosting charges will be Rs. 42,000/- + GST per year	
Billing Cycle	Half Yearly advance (Actual student strength will be taken while billing)
Minimum Contract Period	5 Years
Gestation / Overall Implementation Period (from the date of installation)	Overall 6 Months
Onsite Training Visits by MICM	3-4 working days under implementation period
Second year onwards	Annual 7.5% escalation in price
Additional Onsite Visit charges (If Applicable)	Institute has to pay for travelling and accommodation. Professional charges of Rs. 2000 per working day for L1 support staff and Rs. 3000 per working day for L2 support staff will be applicable in case of additional support..
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**For Degree College (Malad & Kandivali) :**

**Online MCQ Examination Pricing for the year 2021-22**

- A) Proctoring Exam - Rs. 10 + GST Per student per exam/paper/subject  
B) Non Proctoring Exam - Rs. 20 + GST per student per semester

**MICM Bank Details :**

MICM Net Solutions Pvt Ltd.

Name of the Bank: THE SOUTH INDIAN BANK (Goregaon - west)

Account Number: 0352073000000396

IFSC / NEFT Code: SIBL0000352

MICR Code: 400059007

**Software Installation & Implementation Road Map :**

- Purchase order along with initial payment
- Service/Module Installation
- Data Migration/Data Entry

Migration will include Student, books and Teacher's master data.

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- Institute/MICM Should provide Centralised VPS Hosting on Godaddy/Control-S for entire group, with Server configuration :-
- Shared Windows server and IIS with Minimum (1) 4 Core (2) 8 GB Ram (3) 100 GB Disk Space (4) SQL Server Express 8/Web or Higher for less than 3500 students. & Dedicated Windows server and IIS with Minimum (1) 4 Core (2) 8 GB Ram (3) 100 GB Disk Space (4) SQL Server Express 8/Web or Higher for more than 3500 students.
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The client will not duplicate or otherwise reproduce directly or indirectly, in whole or part the deliverable or any material relating thereto except as and for the use specified in the proposal. The Client will take all the reasonable steps to ensure that all authorized personnel having access to the deliverable or any material relating thereto will refrain from disclosure duplication or reproduction in any form.

#### **9) Proprietary Rights**

All rights, title and interests in and to the EduSprint Software Source Code, High Level & Low level architecture design, Software executable and DLLs, Database Design & Data Dictionary, Instruction Manual, Brand Logo, Marketing & advertising material licensed as an individual module or all the module as perpetual or subscription license, Services Environment and any other material used by MICM in the provision of the Services shall exclusively belong to MICM. Any and all Intellectual Property Rights with respect to the Services and the MICM Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to MICM. And the Customer shall not be entitled to claim any rights therein. All rights, title and interests in the Customer Data shall always remain with Customer and MICM shall not have any rights in the Customer Data. Customer agrees that MICM shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. The Customer acknowledges that the provision of the Services hereunder by MICM shall be on a non-exclusive basis and MICM shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude MICM from providing such services or performing such obligations to its other clients.

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#### **11) Force Majeure**

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\* All Terms and conditions are subject to change from time to time.



TAX INVOICE

To,  
Nirmala Memorail Foundation College  
Kandivali (West)  
Mumbai

Invoice No.: G.00000615  
Date : 28/10/2021

Particulars	Amount
EduSprint software Setup, Implementation Training & Support charges for the Year 2021-22 (Second Installment)	100000.00

Total 100000.00

SGST 9.00 9000.00  
CGST 9.00% 9000.00

Payment within 7 days.  
E. & O. E.

Grand Total 111800.00

Rupees : One Lakh Eighteen Thousand Eight Hundred only.

GSTIN : 27AABCM9968M1ZL

SAC CODE:9983

PAN NO-AABCM9968M

TERMS & CONDITIONS

- Subject to Mumbai Jurisdiction.
- Warranty upto 1 year.
- Payment must be made by Account Payee's Cheque.
- We are not responsible for any data loss or Corruption because of Hardware/Virus Problem/Communication Line Problem.
- We are also not responsible for recovery of data, if proper Backup is not taken.
- Our Consultancy Charges will be for \_\_\_\_\_ Terminals/Computer Extra Charges will taken per extra Terminal/Computer.

For MICM NET SOLUTIONS PVT.LTD.

MICM Net Solutions Pvt.Ltd  
5/6, Azad Shopping Centre, 1st Floor, Opp. Railway Station, Goregaon (W), Mumbai -400  
062. Mob No.:9136008803/9152094855 email: info@micmindia.com; website:  
www.micmindia.com CIN: U52392MH2000PTC124397





TAX INVOICE

To,  
Nirmala Memorail Foundation College  
Kandivali (East)  
Mumbai

Invoice No.: G.00000367

Date : 04/08/2021

Particulars	Amount
EduSprint software Setup, Implementation Training & Support charges for the Year 2021-22 (Part Payment)	100000.00
<b>Total</b>	<b>100000.00</b>
SGST 9.00%	9000.00
CGST 9.00%	9000.00
<b>Grand Total</b>	<b>118000.00</b>

Payment within 7 days.  
E. & O. E.

Rupees : One Lakh Eighteen Thousand Only.

GSTIN : 27AABCM9968M1ZL

SAC CODE:9983

PAN NO-AABCM9968M

TERMS & CONDITIONS

1. Subject to Mumbai Jurisdiction.
2. Warranty upto 1 year.
3. Payment must be made by Account Payee's Cheque.
4. We are not responsible for any data loss or Corruption because of Hardware/Virus Problem/Communication Line Problem.
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6. Our Consultancy Charges will be for \_\_\_ Terminals/Computer Extra Charges will taken per extra Terminal/Computer.
7. Once Invoice accepted, it is acknowledgement of Our Order.

For MICM NET SOLUTIONS PVT.LTD.

Alena S  
SVC BANK  
118000  
2000 TDS  
1,16,000

By Cash / Cheque  
No. 402238  
Amt  
Date 31.8.21

R

MICM Net Solutions Pvt.Ltd  
5/6, Azad Shopping Centre, 1<sup>st</sup> Floor, Opp. Railway Station, Goregaon (W), Mumbai -400 062.  
Mob No.:9136008803/9152094855 email: [info@micmindia.com](mailto:info@micmindia.com); website: [www.micmindia.com](http://www.micmindia.com)  
CIN: U52392MH2000PTC124397

20



Date : 26-Mar, 2021

To,  
Managing Trustee,  
Nirmala Memorial Foundation's  
Nirmala Memorial College (Kandivali & Malad)  
Mumbai.

Respected Sir,

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**Please feel free to contact us for further clarification.**

**For MICM Net Solution Pvt. Ltd.**

**Chintan Shah**  
(Director - IT Solutions)

*Approved*  
*[Signature]*

**MICM Net Solutions (P) Limited**

5/6 Azad Shopping Centre, Opp. Goregaon Station. Goregaon (West). Mumbai -400104.  
Tel.: 9136008803 email: info@micmindia.com; www.micmindia.com

**FOR SUBSCRIPTION LICENSE**

21

**Software Pack Wise Cost Estimation Per College / Site (For Junior and Degree College) :**

Sr. No	Description	EduSprint Modules offering
1	Student Information System	✓
2	Fees Collection System	✓
3	Online Payment gateway Integration	✓
4	Mass SMS System (Integration with SMS Pack) / Email Alert Engine	✓
5	User & Rights Management	✓
6	Student Portal (Only for Fees Collection)	✓

**Financial Proposal**

One Time Installation, Data Migration & Training Charges on confirmation of order	One Time Setup Cost - NIL
Yearly Payment Terms : (Pricing are subject to minimum student strength of 5000)	Only Half Yearly Payment in Advance along with the order confirmation Rs. 47.5/- + GST Per Student Per Year (2021-22)
(Payable Quarterly in Advance preferably by NEFT/RTGS) (For SMS, Hardware Charges read Terms & conditions)	

Cloud Hosting Shared VPS hosting charges will be Rs. 36,000/- + GST per year	
Billing Cycle	Half Yearly advance (Actual student strength will be taken while billing)
Minimum Contract Period	5 Years
Gestation / Overall Implementation Period (from the date of installation)	Overall 6 Months
Onsite Training Visits by MICM	3-4 working days under implementation period
Additional Onsite Visit charges (If Applicable)	Institute has to pay for travelling and accommodation. Professional charges of Rs. 2000 per working day for L1 support staff and Rs. 3000 per working day for L2 support staff will be applicable in case of additional support..
Online Support	Free Online and Telephonic Support during normal business hours (09:30 am to 06:30 pm) on working day Monday to Friday.
Online additional user management configuration support & module configuration support from 2 <sup>nd</sup> year onwards. (If Applicable)	Rs. 500 per hour + GST
Cost of any additional Modules	Will be charged extra with mutual agreement
Customization Charges	Any customization beyond specified scope will be provided on mutually agreed payment and delivery terms.

For Degree College (Malad & Kandivali) :

22

Online MCQ Examination Pricing for the year 2021-22

- A) Proctoring Exam - Rs. 10 + GST Per student per exam/paper/subject  
B) Non Proctoring Exam - Rs. 20 + GST per student per semester

MICM Bank Details :

MICM Net Solutions Pvt Ltd.

Name of the Bank: THE SOUTH INDIAN BANK (Goregaon - west)

Account Number: 0352073000000396

IFSC / NEFT Code: SIBL0000352

MICR Code: 400059007

Software Installation & Implementation Road Map :

- Purchase order along with initial payment
- Service/Module Installation
- Data Migration/Data Entry

Migration will include Student, books and Teacher's master data.

Any data entry by MICM team will be charged extra with mutual agreement.

- Software implementation
- Software Training
- Ongoing support, Enhancement and training

**Implementation Terms :**

1. Institute is responsible for arranging Computer Hardware like PC, Printer, Scanner, Barcode Gun, Stationery, etc.
- SMS (Short messaging service) charges should be payable to concerned provider directly.
  - For any third party software / hardware integration, we need to get integration support from the respective vendor. Integration charges will be based on efforts cost.
  - Institute/MICM Should provide Centralised VPS Hosting on Godaddy/Control-S for entire group, with Server configuration :-
  - Shared Windows server and IIS with Minimum (1) 4 Core (2) 8 GB Ram (3) 100 GB Disk Space (4) SQL Server Express 8/Web or Higher for less than 3500 students. & Dedicated Windows server and IIS with Minimum (1) 4 Core (2) 8 GB Ram (3) 100 GB Disk Space (4) SQL Server Express 8/Web or Higher for more than 3500 students.
  - Regular Online Support/Telephonic will be provided through Internet between 09:30 AM to 6:30 PM on working Monday to Friday for smooth functioning of software.
  - High Speed Internet connection should be available for any remote support.

**Terms & Conditions:**

24

**1) Purchase Order**

As the first step for the assignment the client will issue (MICM Net-Solutions (P) limited) a letter of Purchase along with a signed copy of this proposal. Initial payment, must accompany the letter.

**2) Lead Time**

MICM will commence work on the assignment immediately after receiving the letter of acceptance and advance payment.

**3) Nomination Letter**

MICM would nominate an authorized person who would be solely responsible for communicating with the Client authorities and would in return also require a letter that nominates an authorized person from your organization who would be solely responsible for giving inputs, certifying the layouts/designs and finally issue the acceptance letter after successful implementation of the software. His / her decision would be final and the software would be developed as it is approved by him/her.

**4) Acceptance letter**

The client will confirm the acceptance of the software in writing within 7 days of its implementation in parallel. If written acceptance is not received within 15 days of its implementation of the software at your premises, the acceptance of the client is assumed.

**5) Third Party Hardware & Software Integration**

For any third party software / hardware integration, we need to get integration support from the respective vendor and charges will be extra based on efforts cost. Excel file need to be provided by the Institute for master data migration.

**6) Configuration & Formatting of PC's**

In the event of any of the above-mentioned points or any other problem, which is outside the scope of the warranty and results in spending our resources, would be chargeable.

**7) Data Loss**

The warranty does not cover the data lost that might happen at the clients place. The application is provided with the backup facility that is to be used regularly. Mismanagement of data at the clients place is total responsibility of the client. Data loss caused by any unauthorized user is also not our responsibility.

**8) Confidentiality**

MICM undertakes to assume single point responsibility for complete execution. All documents and other information received from the client during the study will be kept classified and will be used only for the purpose of software development.

The client will not duplicate or otherwise reproduce directly or indirectly, in whole or part the deliverable or any material relating thereto except as and for the use specified in the proposal. The Client will take all the reasonable steps to ensure that all authorized personnel having access to the deliverable or any material relating thereto will refrain from disclosure duplication or reproduction in any form.

**9) Proprietary Rights**

All rights, title and interests in and to the EduSprint Software Source Code, High Level & Low level architecture design, Software executable and DLLs, Database Design & Data Dictionary, Instruction Manual, Brand Logo, Marketing & advertising material licensed as an individual module or all the module as perpetual or subscription license, Services Environment and any other material used by MICM in the provision of the Services shall exclusively belong to MICM. Any and all Intellectual Property Rights with respect to the Services and the MICM Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to MICM. And the Customer shall not be entitled to claim any rights therein. All rights, title and interests in the Customer Data shall always remain with Customer and MICM shall not have any rights in the Customer Data. Customer agrees that MICM shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. The Customer acknowledges that the provision of the Services hereunder by MICM shall be on a non-exclusive basis and MICM shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude MICM from providing such services or performing such obligations to its other clients.

**10) Warranty**

The system will be free from all defects and faults and in conformity with the system & functional specifications approved by client. Any support incase required by the Client authorities after the expiry of the warranty would be charged based on service requirements.

The warranty does not cover any change in the software Specifications that might arise due to any hardware/software modifications made by the client authorities. The scope of the warranty is mainly to fix the bugs (any programming mistake causing the system to work improperly).

**11) Force Majeure**

Neither Party shall be eligible for liquidated damages or termination for default against the non performing party, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the cause thereof. The affected Party shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Notwithstanding what is stated herein above, the a Party may terminate this contract, by giving a written notice of minimum 30 days to the affected Party (non-performing party), if as a result of Force Majeure, the affected Party being unable to perform a material portion of the services for a period of more than 60 days.

\* All Terms and conditions are subject to change from time to time.