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MASTER "SOFTWARE AS A SERVICE" MANAGED SERVICES AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of 15th /April/2015 ("Effective Date"), by and between **Sacred Heart College** ("Customer"), with its principal place of business located at **Thevara, Kochi, Kerala- 682 013** and **EMSTEM TECHNOLOGIES (P) Ltd** ("Service Provider"), with its principal place of business located at **KSRTC Road, Perumbavoor, Ernakulam Dist., Kerala-683 542**.

RECITALS

WHEREAS, Customer requires premise hosted third-party "software as a service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, Customer requested a proposal from Service Provider for such Services;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, Service Provider submitted a proposal to Customer to perform such Services on behalf of Customer;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, Customer has selected Service Provider to manage and provide the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and that the security and availability of Customer's data ("Customer Data," as further described herein) are critical to the operation of Customer's business; and,

WHEREAS, Service Provider has agreed to provide the Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. The Services.

1.1 Purpose; Term. This Agreement sets forth the terms and conditions under which Service Provider agrees to license certain hosted "software as a service" change management, technology upgrades, and training necessary for Customer's productive use of such software (the "Services"), as further set forth on an Exhibit A (sequentially numbered) in the form of the Exhibit A attached hereto or in other statements of "software as a service" work containing substantially similar information and identified as an Exhibit A. The Agreement and each Exhibit A shall remain in effect unless terminated as provided herein.

1.1.1 Authorized Users. Unless otherwise limited on an Exhibit A, Customer and any of its employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of Customer shall have the right to operate and use the same.

1.2 Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Customer.

1.3 Time of Service Provider Performance of Services. For the term of the applicable Exhibit A, as the same may be amended, Service Provider shall provide the Services during the applicable Service Windows and in accordance with the applicable Service Levels, each as described in an Exhibit A, time being of the essence.

EXHIBIT A

Service Provider's Software as a Service Statement of Managed Services

This Exhibit A - Service Provider's Software as a Service Statement of Work shall be incorporated in and governed by the terms of that certain Master "Software as a Service" Managed Services Agreement by and between **Sacred Heart College , Thevara, Kochi** ("Customer") and **EMSTEM TECHNOLOGIES (P) Ltd** ("Service Provider") dated 15th -April- 2015, as amended (the "Agreement"). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

Services Description:	Installation ,Configuration , change management , user management
Support Description:	Telephonic , email , on site if required
Training Description:	Proper to perform
Backup	Daily at the end of the day
Service Windows:	
Service Levels:	Bug Response Time: within 8 working hours Backup and Recovery Response Time: 12 working hours User Identification and Password Changes: 24 working hours Support Response Time: 4 working hours Free 100 hrs. Modification Annually . Any requirements or modification to be notified to the Service provider via official email. (No Carry forwarding of free hours to the next year). Any efforts more than the above mentioned would be chargeable.
Modules	Admin, User Management, Admissions, Attendance, Fees, Examination, Teachers Evaluation, Student View, Student Portal, Petty Cash, Employee.
Customer Resources:	Single point contact
Responsibilities, Deliverables, and/or Activities:	Handholding the contact to ensure smooth functioning of the modules, after initial setup, customer to update data.
Services Fees or Rate and Payment Schedule:	Rs.300/student per year + Applicable Taxes 8% increment from the 2 nd Year onwards on previous year value. <u>Payment Schedule:</u> 50% of Total SaaS Value to be paid on or before 5 th July and the balance 50% of Total SaaS Value to be paid on or before 5 th of November <u>Renegotiation:</u> After the Initial Term of Contract the SaaS Rates are liable for renegotiation, and the mutually agreed amount between the Customer and the Service Provider will apply from there forth.
Taxes And Duties	To be paid by the Customer
Start Date:	15 th April 2015
End Date:	31 st March 2020
Initial Term	5 Years

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Start Date.

Sacred Heart College, Thevara
("Customer")

EMSTEM Technologies
Pvt Ltd
("Service Provider")

By:

Name : **Rev. Fr. Prasant Palackappillil**
Title : Principal
Date : 15th -April-2015

By:

Name : **Mr. Pimlin Poley**
Title : Managing Director
Date : 15th -April-2015

