Enterprise Resource Planning "TCSION" (Cloud-based IT-as-a-Service (ITaaS) platform)
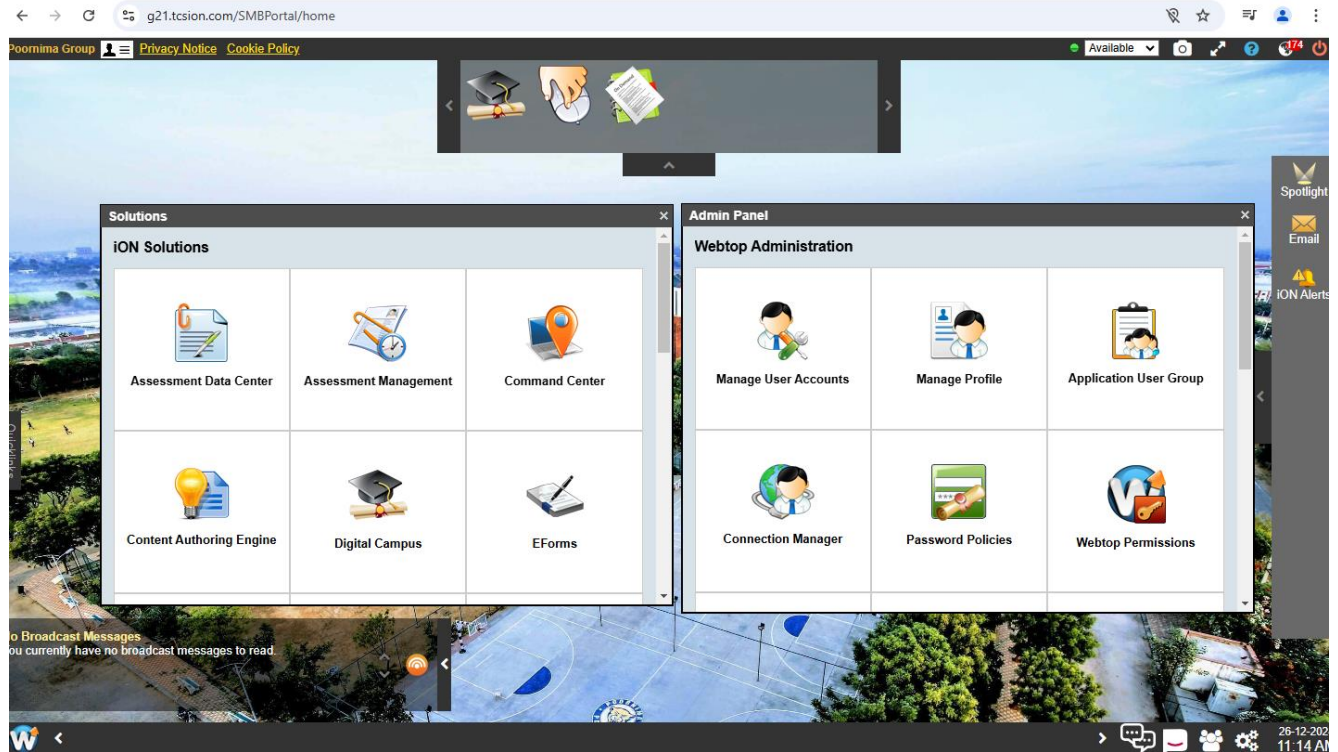
Poornima College of Engineering has ERP System "TCSION" for Administration, Finance and Accounts, Student Admission and Examination (From Session 2023-24)

TCS iON is a cloud-based ERP (Enterprise Resource Planning) system & IT-as-a-Service (ITaaS) platform that offers a range of business solutions for educational institutions
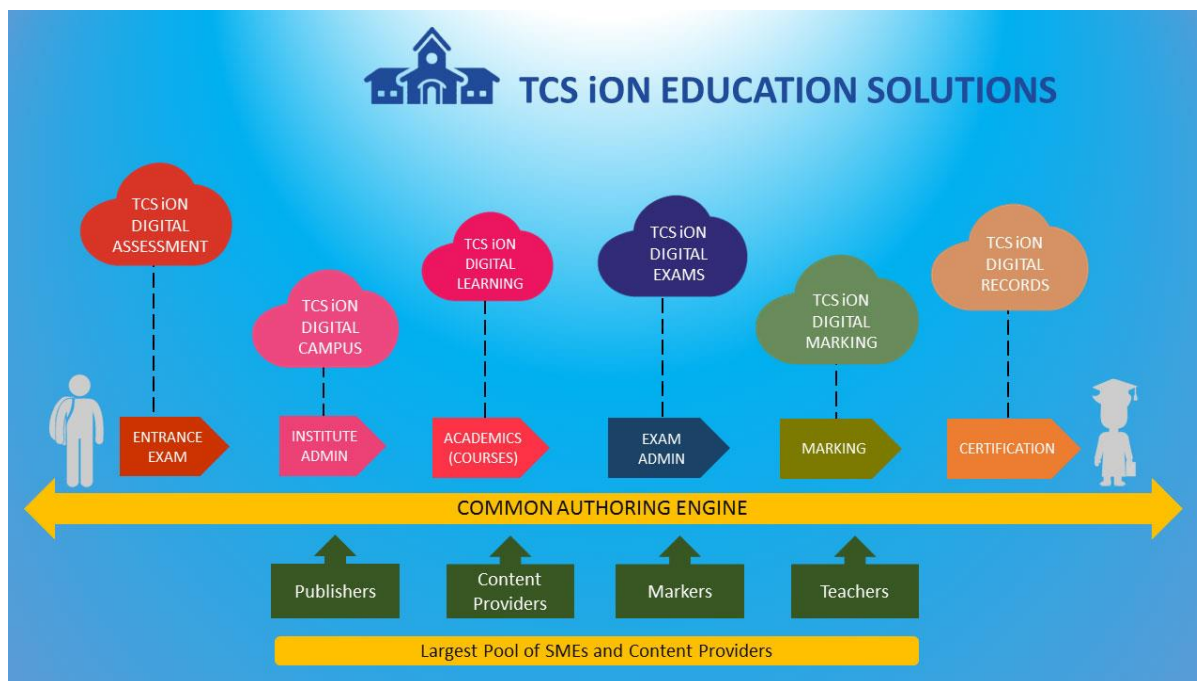
Enterprise Resource Planning
1. Administration :- TCSion, CCTV Camera, Biometric System, Bangon Internet Wi-Fi, Out pass Register
2. Finance and Accounts:- TCSION- Fees Entry system, Tally ERP for Accounting, Online Fee Portal on Website, Salary & Working Day information via SMS
3. Student Admission and Support:-TCSION-Information Entry, NPF System (NoPaperForms) for Admission, Rajasthan Engineering Admission Process (REAP) Portal, Koha Library Software: Open Source, PCE- Digital Library, DELNET, Google Classroom & MS Team
4. Examination:- TCSION-Marks & Attendance Entry, Online examination form and marks submission portal, through RTU, Kota

1. TCSION ERP System is used for Administration work

TCS iON | Self Service

Employee Activity Dashboard

Week: 23-Dec-2024 To 29-Dec-2024

Legend

Saved Filters:
--Select--

Period

2024

December

5

Employee Details	Mon 23, Dec 2024	Tue 24, Dec 2024	Wed 25, Dec 2024	Thu 26, Dec 2024	Fri 27, Dec 2024	Sat 28, Dec 2024	Sun 29, Dec 2024
Sanjay Kumawat #3554, Assistant Professor	In: NA Out: NA	In: 08:27 Out: 15:34					

View   Clear all

1 of 1   GO

Self Service

26-12-20
11:15 A

Manage User Accounts

Search Users   Add User   User Master Template   User Password Template

Search Users

First Name:		Last Name:		
User Login ID:	sanjay.kumawat@poornima.c	Profile:	Choose Profile	
Choose Status	Choose Status	Email:		
Mobile/Email Verify Status	Choose Status			

Search   Clear

First Name	Last Name	User Login ID	Administrator	Profile	Status	Mobile/Email Verification	User Groups	Reset Password	Edit	View	Clone User	Select
Sanjay	Kumawat	sanjay.kumawat@poornima.org	YES	Administrator	Active	Email id already verified	Modify	Reset	Edit	View	Clone	☐

Activate Selected Users   Deactivate Selected Users   Delete Selected Users

Manage Us...

26-12-2024
11:15 AM

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

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Available

POORNIMA COLLEGE OF ENGINEERING

TCS iON | Self Service

View Request

+ Create | Q Search | × Delete

0 of 0 | GO

Employee Number		From Date		To Date	

Application Number		Status	All	Request Type	My Request

Leave Type		Site	--Select--		

▲ Hide Search

Search | Reset

Application Number	Employee Name	Department	Delegated To	Leave Type	Applied Date	From Date	To Date	Number of Days	Status
64125	Sanjay Kumawat # 3554, Assistant Professor	Mechanical Enginee	NA	ML	23-Dec-2024	23-Dec-2024	23-Dec-2024	1.0	Recommend
63167	Sanjay Kumawat # 3554, Assistant Professor	Mechanical Enginee	Dr. Narayan Lal Ja	CL	28-Nov-2024	28-Nov-2024	28-Nov-2024	0.5	Approved
63136	Sanjay Kumawat # 3554, Assistant Professor	Mechanical Enginee	NA	ML	27-Nov-2024	27-Nov-2024	27-Nov-2024	1.0	Approved
62441	Sanjay Kumawat # 3554, Assistant Professor	Mechanical Enginee	NA	CL	11-Nov-2024	11-Nov-2024	11-Nov-2024	1.0	Approved
60248	Sanjay Kumawat # 3554, Assistant Professor	Mechanical Enginee	NA	CL	12-Sep-2024	11-Sep-2024	11-Sep-2024	0.5	Approved

Self Service ×

26-12-2024 11:17 AM

Digital Campus	HRMS & Payroll	Purchase & Inventory	Contact Help Desk	Notifications	Offline Admission	Dashboards
Employee Management	Leave	Attendance	Employee Benefits	Payroll		

| Raise Travel Application	My Travel Application	Travel WorkList
Loan Application	View Request	View WorkList
Raise Advance Application	My Advance Application	Advance WorkList
Claim Application	View Request	View WorkList

26-12-202

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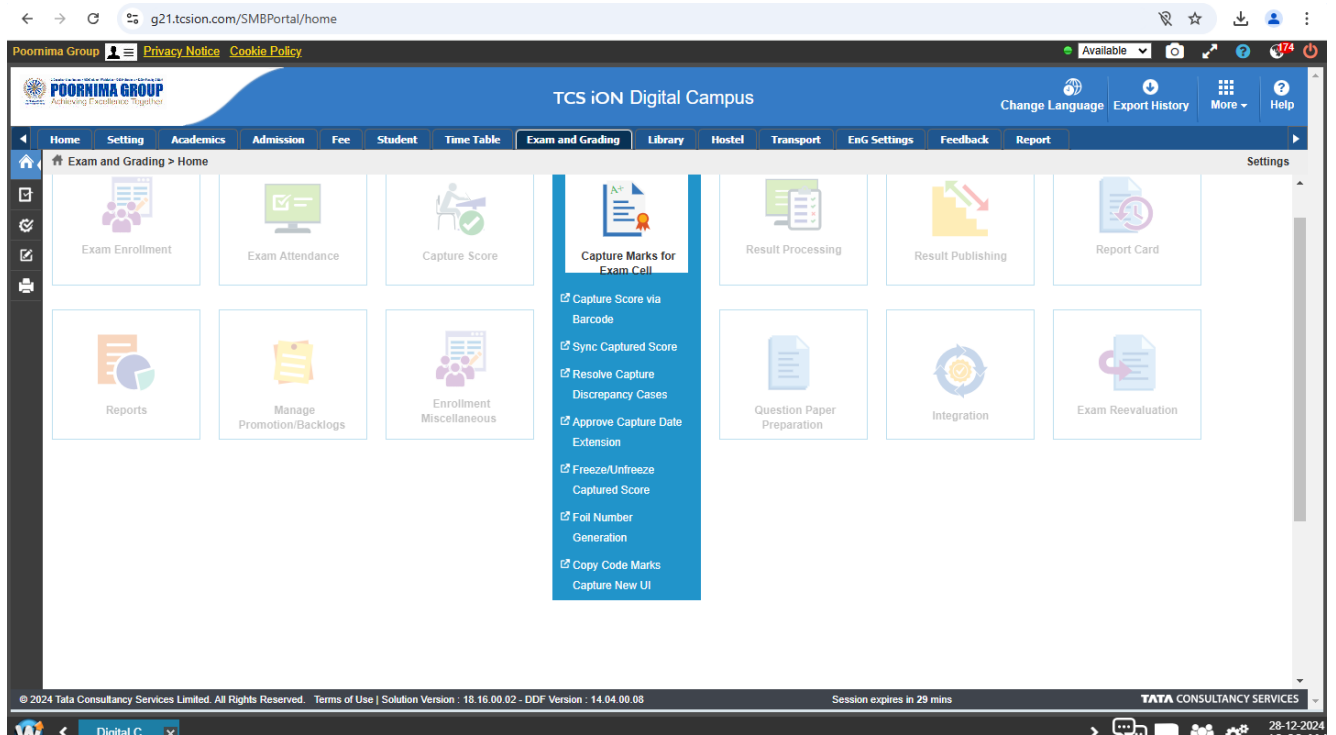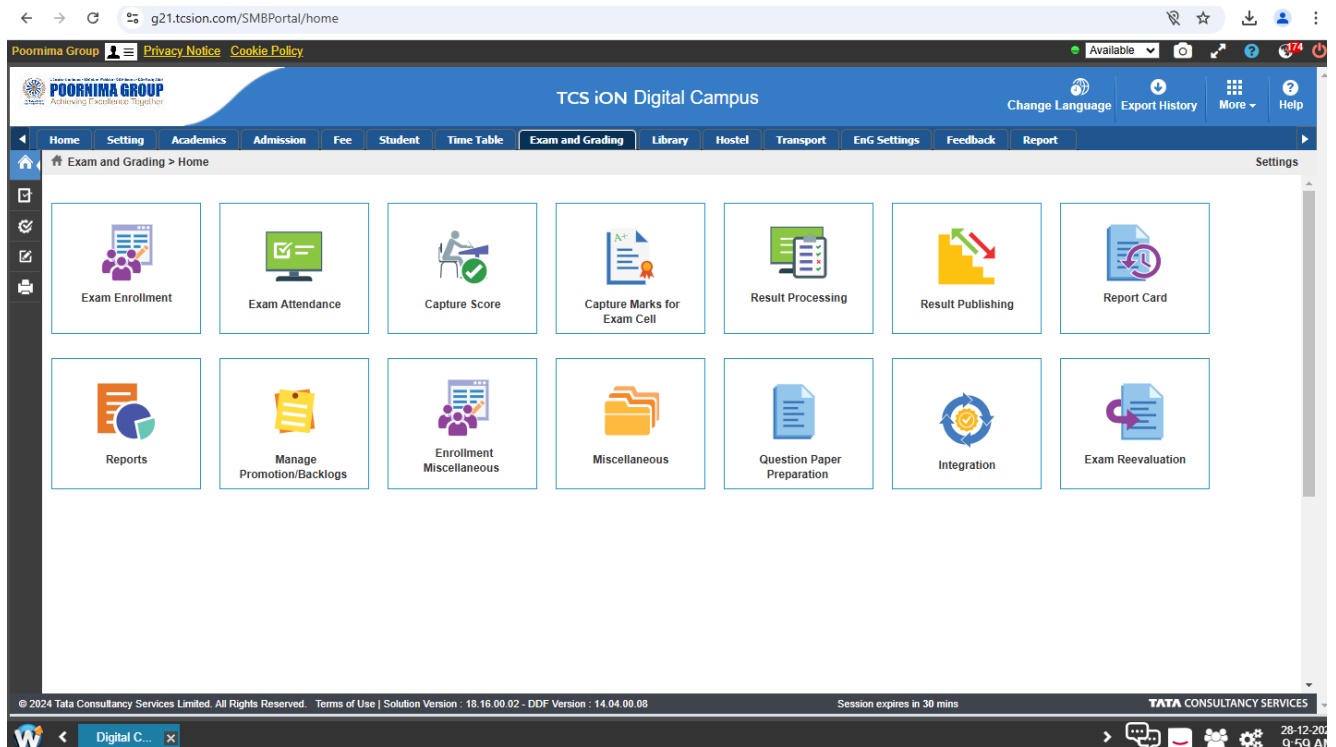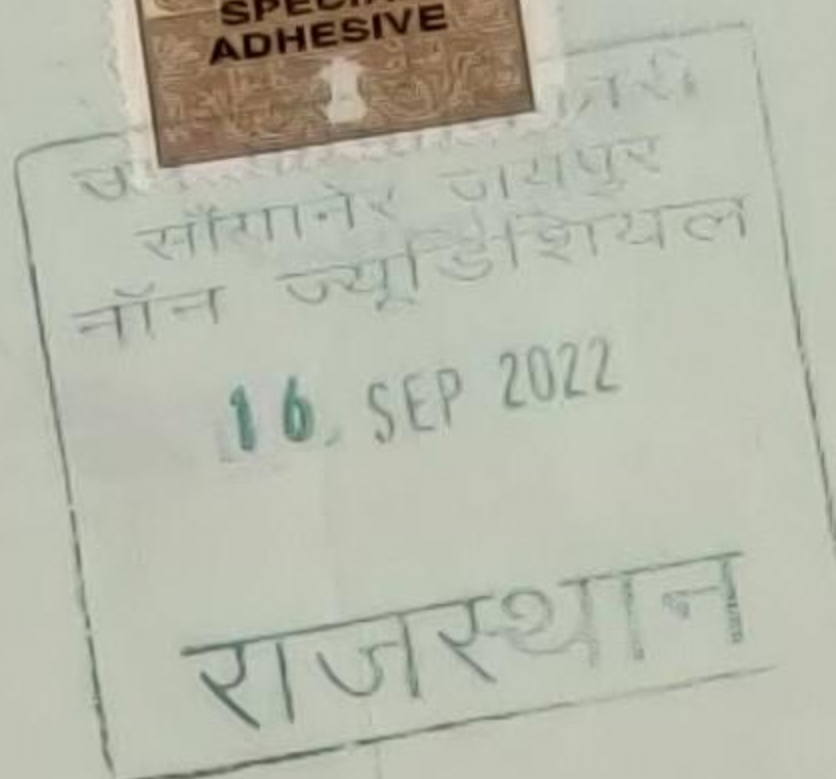## 2. TCSION ERP System is used for Finance and Accounts
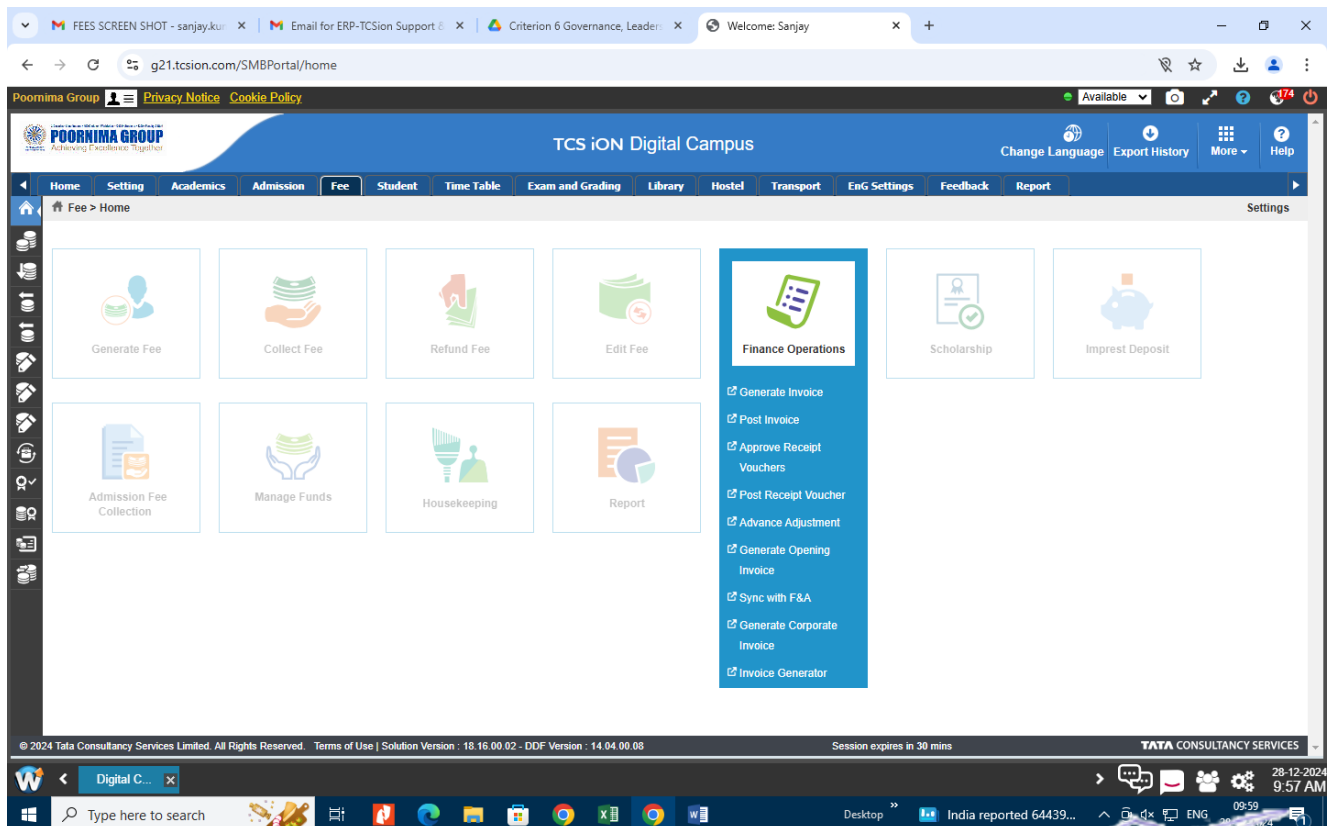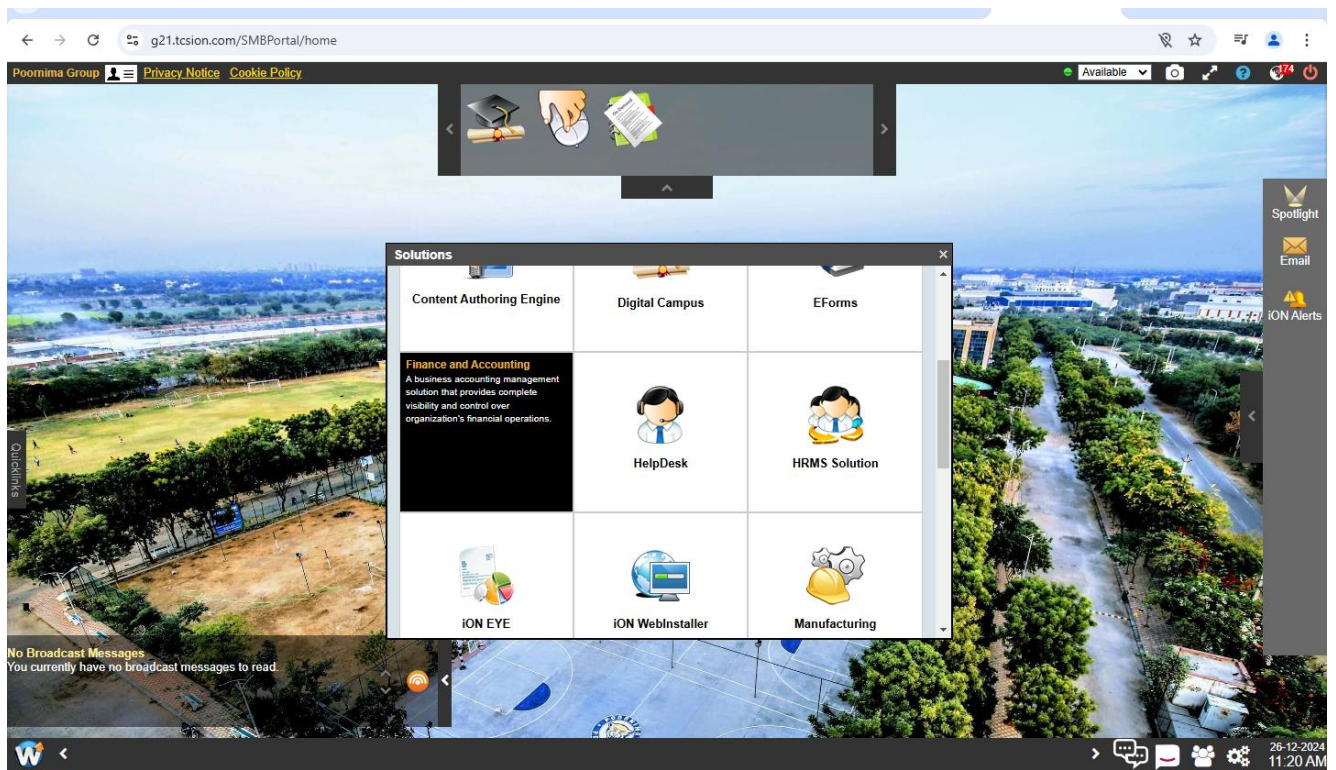
3. TCSION ERP System is used for Student Admission and Support
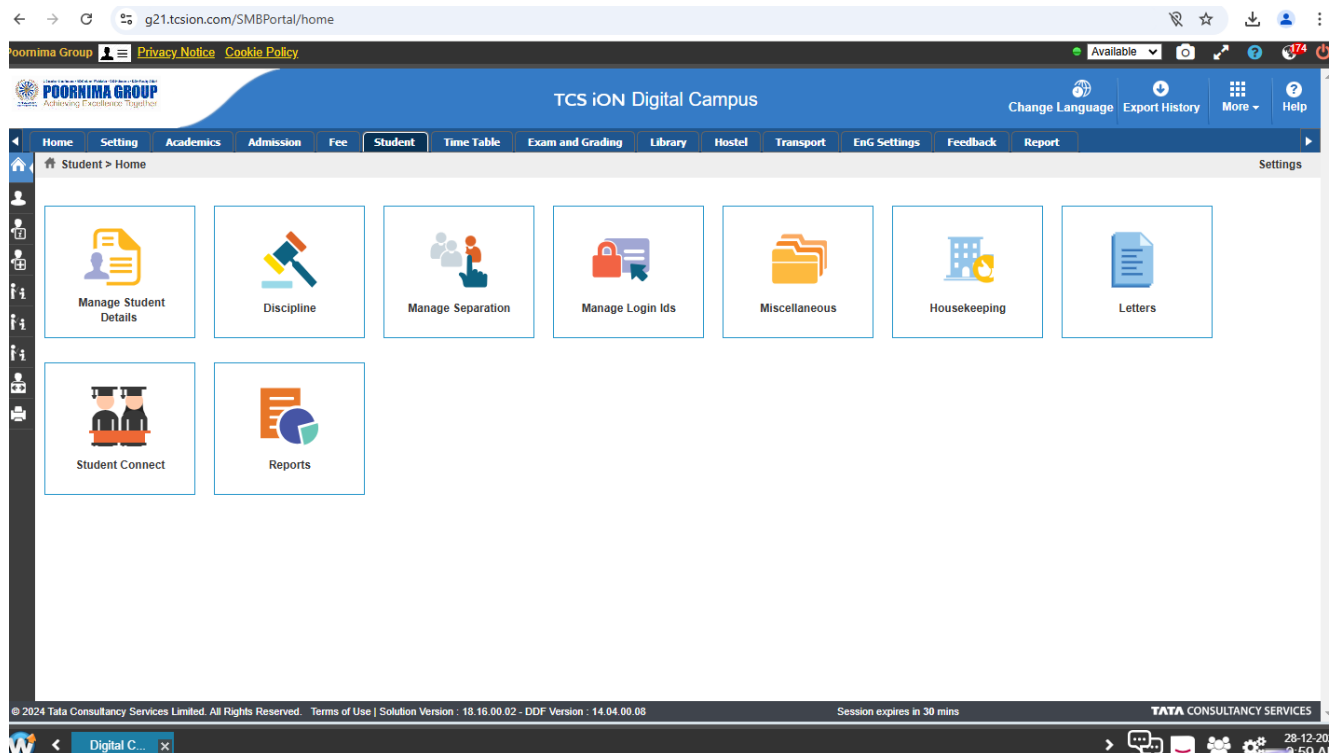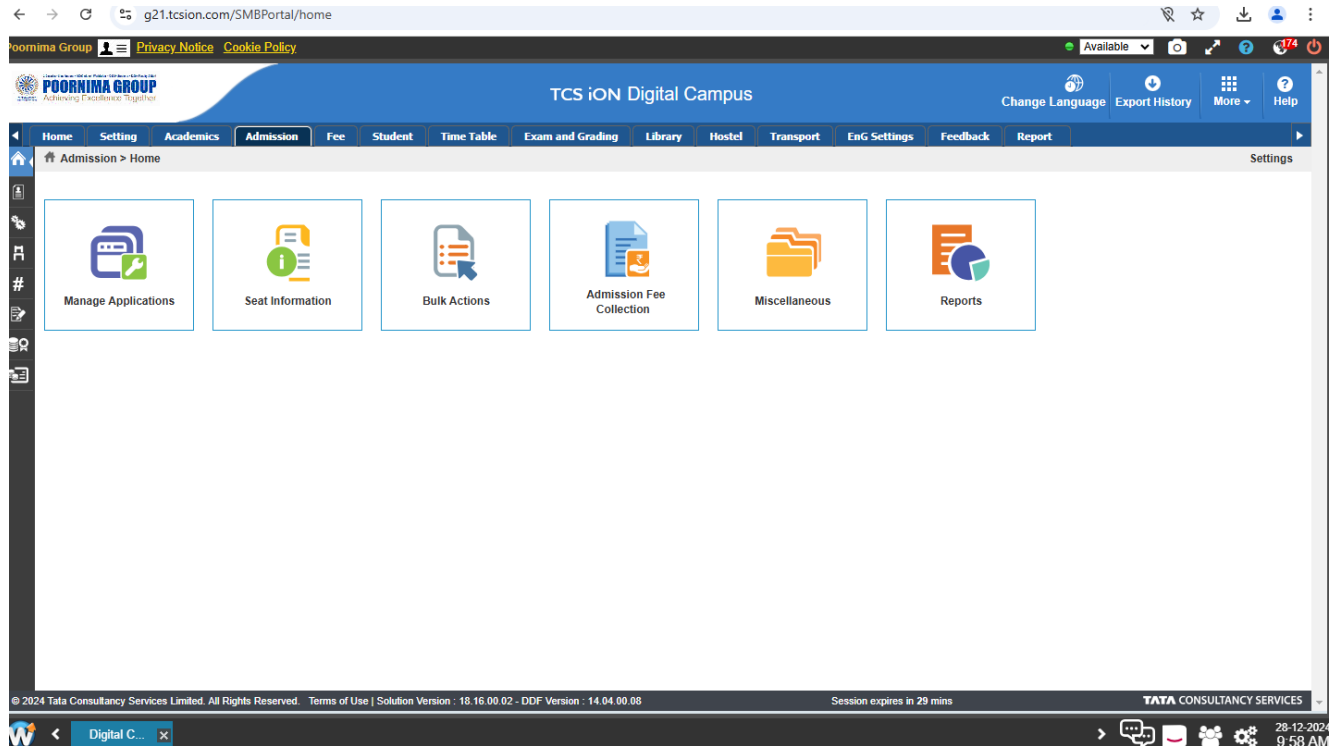
4. TCSION ERP System is used for Examination

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is made effective as of the Effective Date (specified in Schedule 1) by and between Tata Consultancy Services Limited, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, herein after referred as 'TCS' (which expression shall include its successors and assigns) and the Customer entity named in the signature block below, with other details thereof set out in Schedule 1- Contract Details.herein after referred as a 'Customer' (which expressions shall, unless the context requires otherwise, includes its successor in business and permitted assigns. In this Agreement, TCS and Customer are collectively referred as "Parties" and individually as a "Party".

WHEREAS TCS has developed a proprietary business concept titled as 'IT-as-a-Service' aimed at delivering an integrated suite of end-to-end business solutions and cloud services to small and medium business (SMB), involves use of shared software applications owned or licensed and hosted by TCS at a centralized TCS facilities and/or deployed at Customer facilities. AND WHEREAS Customer who has been introduced to TCS by the entity/person named in Schedule 1, desires to avail of certain services of TCS as more fully described in Schedule 2 and TCS agrees to provide such services in accordance with the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. Definitions :
All capitalized terms used in this Agreement or any attachment thereof, unless the context specifically requires otherwise, shall have the meaning assigned to each of the terms given in Exhibit A hereto.

2. Scope of Services:
2.1 Services: The scope of Services to be provided by TCS to Customer is as described in Schedule 2. TCS will host on TCS's Services Environment at TCS designated location(s), and/or deploy on designated Customer systems at Customer designated location(s) identified in Schedule 2, the TCS Application System, for provision of such Services. TCS reserves the right to modify the Services Environment without impacting the Services. The Services may commence on the Effective Date identified in Schedule 1, unless the Parties otherwise agree. If the Parties desire to modify the Scope or Services in Schedule 2 in any manner, the Parties agree that such change, to Schedule 2 and its corresponding change to other Schedules hereto shall be implemented in accordance with the Change Control Procedure defined in Schedule 5 hereto.

2.2 Permitted Use of Services: Customer's use of TCS Applications System shall always be subject to the Licensing Conditions stipulated in Schedule 5. In case the TCS Application System includes a third party software (identified in Schedule 2), and where such third party licensor requires Customer to sign a license agreement, the Customer agrees to execute such third party software license agreement, which shall prevail upon any conflicting provisions herein. Such third party software license agreement shall become a part of the Agreement.

3. Obligations of Customer:
Customer undertakes to comply with all the access authorization and access controls for the Customer's access to the Services Environment as may be prescribed by TCS. Customer shall limit the access to Services Environment only to the Authorized Users Each Authorized Usersshall follow the security policies and rules as have been notified by TCS. Customer acknowledges that the Services offered by TCS under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services for Customer's own data processing and business use only and agrees that the Customer shall not in any way commercially exploit the Services otherwise. Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Services including those related to data privacy, international

communications and the transmission of technical or personal data. The Customer shall notify TCS immediately of any unauthorized use of the Services or Services Environment. Customer undertakes that all Customer Data will not infringe the intellectual property rights of any third party.
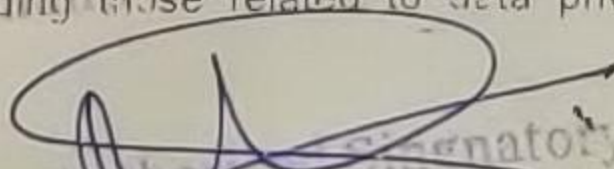
4. Proprietary Rights
All rights, title and interests in and to the Services Environment, TCS Application System and any other material used by TCS in the provision of the Services shall exclusively belong to TCS or its licensors ("TCS Proprietary Material"). Any and allIntellectual Property Rights with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements or derivative works made thereto shall always belong to TCS or its licensors and the Customer shall not be entitled to claim any rights therein. Customer agrees that TCS 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 TCS shall be on a non-exclusive basis and TCS 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 TCS from providing such services or performing such obligations to its other clients.

5. Compensation
In consideration of the Services hereunder, the Customer shall pay TCS the fees and expenses ("Charges") as specified in Schedule 4. All amounts payable to TCS are exclusive of any Taxes. Customer shall be entitled to deduct from applicable payments to TCS, any tax on TCS income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide TCS with evidence or certificate of payment of such tax to the taxing authority. TCS shall submit invoices to Customer in accordance with the payment schedule in Schedule 4. Customer shall remit payment to TCS within thirty (30) days from the date of invoice. TCS shall invoice and Customer shall make payment in advance, in accordance with the billing period specified in Schedule 4. If any invoice remains unpaid after the aforesaid period, TCS shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services.

6. Representations And Warranties
TCS warrants that the Services will be provided in a skillful and workman like manner.and in conformity with the scope described in Schedule 2. Notwithstanding the aforesaid, any Services which are

Authorized Signatory

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Sitapura, JAIPUR

provided by TCS free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever.Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and(iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, TCS MAKES NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY TCS.

Customer warrants that, it shall provide all information, material, data and other assistance (including knowledge transition) required by TCS to enable TCS to provide Services to the Customer in accordance with this Agreement. Customer warrants that it shall limit the access to TCS Application System and Hosting Environment only to the Authorized Personnel Further, Customer warrants that each Authorized Personnel shall follow the security policies and rules as have been notified by TCS. Customer further warrants that the Services are for Customer's own business use only and agrees that the Customer shall not, in any way, commercially exploit the Services otherwise.

Customer warrants to TCS that the materials, data, information and other assistance ('Customer Materials') supplied to TCS or uploaded by Customer on TCS Application System for the purpose of execution of the terms of the Agreement are either Customer owned properties or are properties obtained by Customer under proper intellectual property licenses. Customer further warrants that the said Customer Material provided by Customer or uploaded by the Customer on TCS Application System shall not infringe any intellectual property rights or proprietary rights of any party. Customer further warrants to TCS that Customer Material supplied to TCS or uploaded by Customer on TCS Application System shall not violate any applicable laws and regulations. If the Customer Materials supplied by Customer or uploaded by Customer on TCS Application System are found to infringe the intellectual property rights of any party or is in violation of any law or regulation, then Customer shall defend TCS and its directors, officers and employees from and against any such suit ,claim , proceeding and indemnify and hold TCS harmless against all judgment, damages, costs, fine, penalty and expenses (including, reasonable attorney fees) This clause shall survive the termination of this Agreement. However Parties agree that, TCS shall have the right and license to use the Customer Materials for support, testing and enhancement

7. Limitation of Liability
Neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the amount paid to TCS by the Customer for the Service that gives rise to such liability during the twelve month period immediately preceding such claim. The limitation on any Party's liability
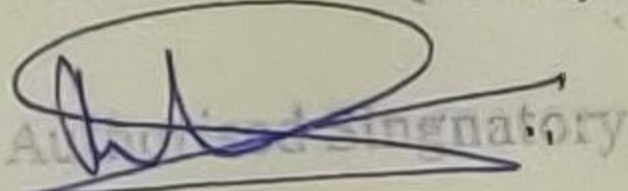
hereinshall not apply to liability for damages, resulting from (i) the wilful misconduct; and (ii) breach of the license conditions and obligations in respect of use of TCS Application System. TCS shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of Customer to perform any of Customer's obligations. In such event, TCS shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the Customer for additional costs incurred, if any, as may be mutually agreed upon between the Parties.With respect to Managed Services, it is agreed between the Parties that TCS shall not be liable for any operational losses sustained or incurred by the Customer

8. Confidential information
Each Party (the 'Receiving Party') acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause 8. The provisions of this **Clause 8** respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof

9. Processing Norms
Both Parties acknowledge and agree that the provision of certain Services under this Agreement may require TCS to interact with the clients and suppliers of Customer relating to the Services as special agent for and on behalf of the Customer and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ('Processing Norms') provided by Customer and agreed by the Parties. TCS shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and TCS shall incur no liability for claims, loss or damages arising as a result of TCS's compliance with the

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Director
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Sitapura, JAIPUR

Processing Norms. Customer agrees to indemnify, defend and hold TCS and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from TCS' compliance with Processing Norms and the Customer's liability arising out of this Clause shall be outside of the liability cap provided in Clause 7. Further, Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data

10. Term And Termination

10.1 Term: The term of this Agreement shall commence on the Effective Date and continue for Contract Term specified in Schedule 1, unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.

10.2 Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

10.3 Termination for convenience- Either Party may terminate this Agreement for convenience by providing a 45days notice to the other Party.

10.4 Effect of termination. In the event of termination or expiry of this Agreement, (A) Customer shall (i) forthwith cease to access and/ or use any of TCS Application Systems and Services Environment; (ii) return to TCS any of TCS confidential and proprietary information and material in its possession; and (iii) purchase Equipment at the then market value or the written down book value in TCS books whichever is higher; and (B) TCS shall (i) return to Customer all confidential and proprietary information of Customer; (ii) if a third party software license is obtained specifically for the Customer under this Agreement and allows Customer to use such software after termination of this Agreement (as specifically identified in Schedule 2), then TCS shall transfer such third party software to Customer on an 'AS IS' basis. Any additional fee if applicable for such transfer shall be borne by the Customer.

11. Non Solicitation

Neither Party will, without the consent of the other Party, employ or offer to employ directly or indirectly any person engaged or previously engaged by the other in any capacity in relation to the project, during the subsistence of this Agreement and until a period of 24 months has expired after the termination or expiry of this Agreement

12. Miscellaneous Provisions

12.1 Independent Contractors and assignment. Each Party to this contract is an independent contracting entity and shall not be deemed an agent, legal representative, joint venture partner or partner of the other. Neither Party is authorized to bind the other to any third person. Customer shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS..

12.2 Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at Mumbai and the award made in pursuance thereof shall be binding on the Parties.

12.3 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, purchase order's, agreements and understandings between the Parties hereto, with respect to the subject matter hereof. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by, and to the extent permitted by applicable law, a Party is not liable to another Party in contract or tort or in any other way for, a representation or warranty that is not set out in this Agreement. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each of the Parties. If any provision of this Agreement be held invalid or unenforceable by a competent court such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall remain fully valid and enforceable unless otherwise agreed between the Parties. No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement. Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement.

12.4 Force Majeure: Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement without liability.

12.5 TATA Code Of Conduct: The activities of all TCS employees are governed by the Tata Code of Conduct, a copy of which is available at link
http://www.tata.com/aboutus/articles/inside.aspx?artid=NyGNnLHkaAc=
Customer agrees to make good faith efforts to notify TCS designated executives of any breach of the Tata Code of Conduct by any TCS personnel relating to this Agreement. TCS in turn, undertakes that it will maintain confidentiality of all communication received.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date(s) mentioned below, effective as of the Effective Date.
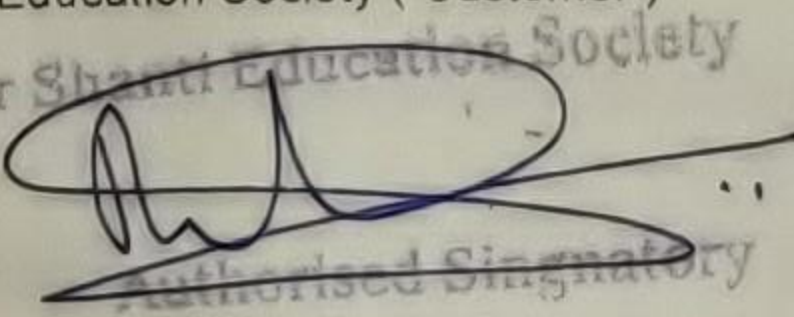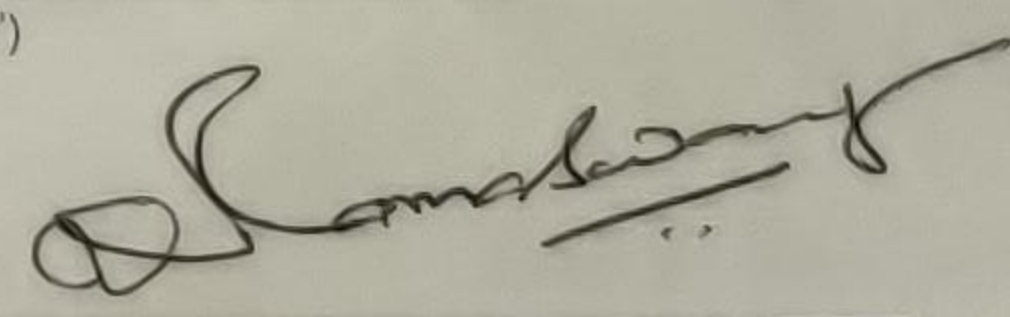
Shanti Education Society ("Customer")	Tata Consultancy Services Ltd. ("TCS")
For Shanti Education Society _(signature)_ Authorised Singnatory	_(signature)_
By: _____	By: _____
Name:Rahul Singhi	Name. Venguswamy Ramaswamy
Title: Director, Poornima Group	Title: Global head- TCS iON
Date:-	Date:- 25/10/2022

TCS Confidential

(TATA Consultancy Services Ltd. Mumbai seal)

Dr. Mahesh Bundele
B.E., M.E., Ph.D.
Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

DEFINITIONS

"**Active Users**"means students whose record is created in TCS systems and is in active status.

"**Agreement**" means the Agreement for Services to which this Exhibit is attached, signed between the Parties hereto, and shall include all Exhibits, Schedules, and other attachments attached thereto or referenced therein.

"**Authorized Users**" means only those individuals working for and on behalf of Customer, or for Customer's clients, or individual clients of Customer identified in **Schedule 2**, who have a bona fide need to have access to TCS Application System in connection with the use of Services by Customer under this Agreement.

Change Champion means a full time employee of the Customer, who is designated by Customer to provide the leadership and drive the ERP implementation, to ensure 100% support from all the Customer's internal users in supporting TCS in the implementation phase.

"**Customer Data**" means all applicable information, data and materials furnished or made available to TCS and/or introduced in the Services Environment by or on behalf of Customer, using the TCS Application System and/or Services.

"**Confidential Information**" means and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other designated confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers, that may be received or obtained by the Receiving Party as a result of this Agreement. The terms "Disclosing Party" and "**Receiving Party**" shall have the meaning assigned to each of them in Clause 8.

"**Contract Term**" means the period of contract specified in **Schedule 1**.

"Computing Environment" shall mean Customer's computer, hardware, software and operating environment as identified in **Schedule 2**, on which the TCS Application System or component thereof shall be installed for Customer's use in accordance with the Use Terms in Schedule 3.

"**Effective Date**" means the date on which this Agreement has come into effect, as identified in **Schedule 1**.

"**Equipment**" means certain hardware/software (including networking hardware (MPLS) and software) items identified, if any, in Schedule 2, to be supplied or made available by or on behalf of TCS, outside the Hosting Environment, for use by Customer's Authorised Users strictly for accessing TCS Application System for the purpose of availing of the Services hereunder.

"**Hosting Environment**" means TCS's servers within the facilities and environment managed and utilized by TCS to provide the Services to Customer, including all software, servers, hardware, networks, equipment, and telecommunications facilities and the technology installed within such environment and as described **Schedule 2**.

"**Intellectual Property Rights**"means any and all intellectual property rights and industrial rights of any kind, including without limitation, copyrights, patents, trademarks, design rights and trade secrets and any other form of related protection, statutory or otherwise, wherever in the world subsisting, whether registered or not.

"**Licensing Conditions**" means the terms and conditions applicable for use of the respective items of TCS Application System or third party software, as identified in Schedule 3.

"**Services**" means the services to be performed by or on behalf of TCS under this Agreement as specified in scope of Services in **Schedule 2**.

"**Services Environment**" means collectively or severally (as the context may require) the Hosting Environment, TCS Link and Equipment.

"**Subscription Fees**" means the periodic (monthly, quarterly, annually) software charges that needs to paid by the Customer forTCS Application System that has been provisioned for them in TCS Hosting Environment
"**Taxes**" means any sales, use, value added tax, service tax or any other taxes of similar nature or any similar, additional or replacement duty, levy or tax applicable to or in connection with the charges payable or Services rendered under this Agreement, other than tax based on TCS's income.

"**TCS Application System**" means the specific software applications/solutions whether owned or licensed by TCS identified in **Schedule 2**, which TCS will either host on its Services Environment and/or install on the Customer Environment for the provision of Services under this Agreement. TCS Application System includes, without limitation, proprietary software programs, processes, algorithms, user interfaces, know-how, techniques and other tangible and intangible technical material or information and the technology installed within TCS Application System.
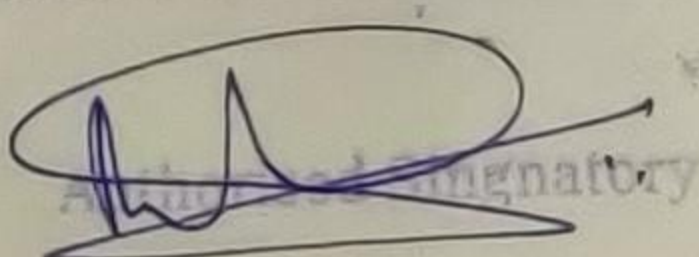
"**TCS Link**" means a link either by way of a link located at a URL or a physical port prescribed by the TCS in **Schedule 2** established, provided and maintained by TCS, as part of the Services, for connecting to TCS Application System.

SCHEDULE 1

CONTRACT DETAILS

4.   **The details of the Customer are as follows:**

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Company Name	Registered office address	Details of Contact person
Shanti Education Society	ISI-2, RIICO Institutional Area, Sitapura, Jaipur, Rajasthan - 302022	Name- Rahul Singhi Designation- Director, Poornima Group Contact No- 9829000071 Email Id- rahulsinghi@poornima.org

Contract Term	Effective Date
5 years from Effective Date	25th OCt, 2022

For Shanti Education Society

Scope of Services

I. **TCS Application systems**

TCS will provide the following applicationsas Implementation Services:

Implementation Services:

TCS iON Admission Solution
TCS iON Academics Solution
TCS iON Exam and Grading Solution
TCS iON Administrative Services Solution
TCS iON Support Services Solution
TCS iON Student CRM
TCS iON SIMS Solution
TCS iON Visitor Management
TCS iON Placement Management
TCS iON Digital Learning
TCS iON Helpdesk Solution

Under **Implementation services**, TCS will do initial configuration of ERP and get the system ready for use. First exam cycle configuration shall be owned by TCS and will be run as parallel to existing process of customer. Second exam cycle customer will configure and TCS will support. Customer shall carry out all end user transactions post initial first configuration. 2nd year onwards, all the configurations and transactions shall be owned by the customer independently.

II. **Scope of Services**

Cloud Services

In a Cloud Services environment, business applications as part of the IT-as-a-Service will be hosted, managed and run at TCS Data centers in a secure environment. The customer can access their applications at the Data Centre through a network connection. These applications will be continuously updated by TCS to address the changing technology, business & market needs.

The scope lists the capabilities of the Solution(s). Together with Activation, Customer needs to agree on the capabilities relevant to its business which needs to be finalized.

Sr. No.	Solution Name	Hyperlink
1	TCS iON Admission Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution scope/Admission_Module.pdf
2	TCS iON Academics Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution scope/Academics_Module.pdf
3	TCS iON Exam and Grading Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution scope/Exam_and_Grade_Management_Solution.pdf
4	TCS iON Administrative Services Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution scope/Administrative_Solution.pdf
5	TCS iON Support Services Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution scope/Support_Service_Solution.pdf
6	TCS iON Student CRM	Not Applicable
7	TCS iON SIMS Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution scope/SIMS.pdf
8	TCS iON Visitor Management	Not Applicable
9	TCS iON Placement Management	Not Applicable
10	TCS iON Digital Learning	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution scope/LX.pdf
11	TCS iON Helpdesk Solution	Not Applicable

- TCS iON will provide Self Services dashboards for stakeholders to view and undergo transactions. In addition, there is mobile application (with AS IS mobile supported use cases), namely, mTOP (which can be downloaded from TCS Help Central) which can also be used to undergo key transactions.

TCS iON Student CRM

Student CRM is designed to handle the business process of lead management, for an educational institution. It is used to track the life cycle of lead (prospect candidate for courses offered by university) to applicant (Confirmed Student), via various communication and tracking tools. It also provides a strong role management module which enables an authorization framework within SCRM solution.
Student CRM is a Cloud Based Application, and hence supports hassle free upgrades with little or no downtime. Being a multi-tenant application, it supports tenant specific configurations like user language, organization language, time zones, and various other functional settings.

Key Features
- Customizable lead registration form for each client with institute banner and logo
- Direct lead creation and upload facility exists apart from lead registration process.
- Sleek looking Dashboard UI with authorization
- Track open leads
- Follow up can be conducted for selected leads
- View all the communication happened (or planned) between counsellor and lead in a timeline view
- Lead/Applicant login to upload documents or send / view offline messages

TCS iON Visitor Management

For Shanti Education Society

Dr. Mahesh Bundele
B.E., M.E., Ph.D
(Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area,
Sitapura, JAIPUR)

The application is designed in a flexible way, and can be used to record and track details of visitors and the visit information. Using the Visitor Management Application, all details are stored in the system. The visitor's previous data is also stored along with the materials/devices carried. There is no need to enter the details again and the previous records can be retrieved, same data can be reused to make entries and also print the gate pass. Also the in time /out time capture is accurate along with the actual geo-location capturing. With this app even blacklisting of a visitor is possible which could not be done in manual process.

Key features
- Comprehensive Dashboard with charts and graphs and information at one glance.
- Design your own gate-pass.
- Create QR code and send it through SMS to visitor. During QR code can be scanned and visitor can be validated .
- Photo capturing functionality with pass print.
- Mobile and tablet support.
- Complete web based solution and anywhere access facility.
- Tool tips and captions are available for the flexible usability.
- Check-in and check-out control with a fix period of time.
- Quick glance about number of visitors per day based on their visiting status.

TCS iON Placement Management

Placement Management is an application to conduct the placement drive smoothly for any organization. Three basic entities are present in this application which are-Student, Company and Admin/Employee. From capturing student data to creating drives and finally student being selected for any particular company, many major activities are being covered in this application.

This Bizapp has 3 major roles:
1. Admin Login
2. Student Login
3. Company Login

TCS iON Helpdesk

TCS iON HelpDesk solution enables users (students or employees) to raise tickets to clarify functional queries or to register issues encountered in the daily usage of the services. Depending upon user role in the organization either as an admin user or general user, user can view or access certain functionalities in HelpDesk solution.

Helpdesk solution is entirely provisioned for internal grievance handling and issue resolution purpose. All the tickets raised through Helpdesk solution will be taken care by Customer.

The key features of the iON HelpDesk are:

- **Centralized Tool:** Helpdesk provides a centralized customer query tracking tool where users can receive help on various issues and raise complaint tickets.
- **Defined CTIS for Tickets:** The ticket parameters such as Problem Category/Type/Item/Severity (CTIS) can be defined in the Manage Ticket Data module.
- **Ticket Tracking:** The help desk enables tracking user requests with a unique ticket number
- **Assign Workflow:** Workflows can be defined for tickets which will enable the movement of the ticket across Experts, Departments, Supervisors, Escalation and Implementer.
- **Escalation for Tickets:** When a ticket is raised and if no action is taken on the ticket for a long time, the ticket can be auto-escalated.
- **Delegation of Tickets:** When a ticket is raised and if the reviewer is not present to take action on the ticket for a long period, then the reviewer can delegate the ticket to another reviewer to take action on it.

Roles and Responsibilities

TCS will be responsible only for configuring the system for the first session and all transactions will be done by the customer users.

	Responsibility	Common	Digital Campus	Digital Learning
First Setup & Configuration	TCS	• Configure the system • Upload data and setup masters provided in TCS templates • Configure Reports and Communications module for the standard reports required by customer • Provide support during go-live	Do complete initial configurations for all the contracted modules	Setup 5 course templates and courses
Training	TCS	Conduct "Train the trainer" type trainings for each module	Training on performing transactions in the system (total of 15 days day training program for all the modules of one batch of 10 to 15 employees)	Training on how to create courses, deliver courses and community posts(total 3 days day training program for one batch of 10 to 15 employees)
System usage	Customer	User Management & Level 1 support to the employees and Students	• Perform transactions in the system • Run reports • Perform configuration changes based on user requests	• Creating courses from Digital campus/Digital learning • Loading learning content • Course/Assessmen

TCS Confid

For Shanti Education Society

Authorised Signatory

Dr. Mahesh Bundele
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Director
Poornima College of Engineering
ISI-6, RIICO Institutional Area
Sitapura, JAIPUR

	Responsibility	Common	Digital Campus	Digital Learning
				t/Community Delivery
Processing & Reports	Customer	• Do all the transactions in the system • Run required reports	• Admission Processing • Marks Capture and Result Processing • Payroll Processing	• Generate usage reports
Ongoing Support	TCS	None	• Track and resolvePRtickets raised by customer	• Track and resolve PRtickets raised by customer
Next Term / Next Year Configuration	Customer	None	• Configure the system for next term/ year	None

Please find below the hyperlinks detailing the TCS & Customer activities under Implementation Services

For TCS iON Exam and Grading Solution
https://www.tcsion.com/dotcom/TCSSMB/downloads/solutionscope/iDEImplementationScopeBAUandMST.pdf

For all other solutions
https://www.tcsion.com/dotcom/TCSSMB/downloads/solutionscope/iDCImplementationScopeBAUandMST.pdf

L4 solution hyperlink
https://www.tcsion.com/dotcom/TCSSMB/downloads/solutionscope/L4ImplementationScopeBAUandMST.pdf

Data Centre Service levels:

Service availability rate at data center	98% based on quarterly review
Business hours support for data center	Mon – Sun between 7:00 – 23:00 hours

Exclusions:

The calculation of the SLA excludes events such as:

• The event has occurred as a result of a Force Majeure or during the implementation of any disaster recovery procedure.
• Any activities and/or outages mutually agreed upon by the parties (planned scheduled downtime).
• The last mile access (Network that connects customer location and Network Service Provider's Point of Presence) or broadband access that is not provided or managed by TCS or its authorized agents.
• The failure of a customer's application, equipment or facilities including any third-party equipment.
• Trouble Tickets associated with new installations or upgrades.
• An interruption where the customer elects not to release the service for testing and repair and continues to use it on an impaired basis.
• Interruptions during any period where TCS or its agents are not allowed access to the Customer premises where the access lines are terminated.

Out of Scope:

• TCS is not responsible for any software not provided by TCS
• Integration with external solutions or existing Customer systems is out of scope
• Procurement/subscription of any third-party solutions or services is out of scope
• Transaction Data migration from existing system of Customer to TCS system is out of scope.
• Data migration of passed out students and expired batches** will be out of scope.
• Online assessment for admission entrance test is out of scope.
• Any customer specific documentation
• Any data entry work
• Level 1 support for Customer users

**Expired batch is any batch that has completed the normal tenure of academic program without the grace period within the institute.

Support:

TCS will ensure break-fix support to the applications mentioned in scope of services. Any Change Request will be administered separately following Change Request process and additional charges will apply as per rate card in Schedule 4.

TCS Support desk can be reached by any of the following:

Toll Free Number	1-800-209-6030
E-mail	ion.servicedesk@tcs.com

Training:

For Implementation Services

For the initial first year, TCS will provide maximum up to 3offline trainings in total, to the dedicated ERP SPOCs on the configuration and transactions, using "train the trainer" approach at a centralized location identified by customer. Further trainings will be conducted at an additional costas per rate card in Schedule 5

Data Migration:

Transaction Data (define)

• **Master Data** is defined as set of data that are used for setting up the system. Examples of such data include student personal information, fee heads and applicable fees, subjects, employee personal information (Master Data)

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