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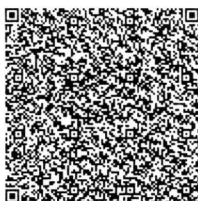
INDIA NON JUDICIAL

Government of Uttarakhand

₹100

e-Stamp

Certificate No. : IN-UK90990037761706V
Certificate Issued Date : 05-Dec-2023 12:52 PM
Account Reference : NONACC (SV)/ uk1264704/ DOIWALA/ UK-DH
Unique Doc. Reference : SUBIN-UKUK126470488578512474779V
Purchased by : NOPAPERFORMS SOLUTIONS PRIVATE LIMITED
Description of Document : Article Miscellaneous
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : NOPAPERFORMS SOLUTIONS PRIVATE LIMITED
Second Party : SWAMI RAMA HIMALAYAN UNIVERSITY
Stamp Duty Paid By : NOPAPERFORMS SOLUTIONS PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

Software-as-a-Service (SaaS) Agreement

This SaaS Agreement (the "Agreement") is made and entered into the 5th day of December 2023 (the "Effective Date") at Jolly Grant, Dehradun, Uttarakhand by and between:

NOPAPERFORMS SOLUTIONS PRIVATE LIMITED, a company incorporated under the laws of India having CIN: U72900DL2017PTC312499 and having its registered office at 1st Floor, Plot

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

No – 242 & 243, AIHP Palms, Udyog Vihar, Phase 4, Gurugram, Haryana-122016, (hereinafter referred to as “NPF” which expression unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors(s)-in-interest and permitted assigns).

.....First Party

AND

SWAMI RAMA HIMALAYAN UNIVERSITY (SRHU), a university established under section 2 (f) of UGC Act 1956, having its registered office at Swami Rama Nagar, P.O. Jolly Grant, Doiwala, Dehradun through its Registrar Dr. Susheela Sharma (hereinafter referred to as “SRHU” which expression unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successors(s)-in-interest and permitted assigns institutions.

.....Second Party

NoPaperForms Solutions Pvt Ltd and **Swami Rama Himalayan University** are hereinafter individually referred to as “Party” and collectively as “Parties”.

OBJECTIVE

This agreement between NPF and SRHU is for the purpose of automating the admission process of SRHU as per the deliverables and scope of services agreed upon and mentioned in this agreement.

WHEREAS

1. NPF is India’s largest and most advanced SaaS-based Enrolment Automation Platform catering to the needs of academic institutions.
2. SRHU is a University with an emphasis on providing education, training and research in the areas of medical sciences, dental sciences, allied health sciences, pharmacy, nursing, management studies, science, engineering and technology, rural development, humanities, yoga sciences and other areas of higher education.
3. SRHU has shown interest in engaging the NPF to automate its admission process by providing the deliverables as agreed upon in this contract.
4. NPF has agreed to the proposal of SRHU to automate the admission process of SRHU by providing the deliverables as agreed upon in this contract.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree to :



1. NON-DISCLOSURE CLAUSE

This agreement bounds both the parties not to disclose any confidential information whatsoever circumstances through whatsoever medium without consent of the other party. This specifically includes but not limited to (a) Candidate's Information, (b) Terms of conditions of this contact, (c) Any other sensitive information to business of either Party. However, nothing contained herein shall affect the ability of the parties to make disclosure to any governmental authority or any other person under the provisions of any applicable law. The obligations of confidentiality shall come into effect upon the signing of this service agreement and shall survive the termination/expiration of this agreement.

2. DURATION OF CONTRACT

This agreement will be valid from "December 10th, 2023 to December 9th, 2024".

3. RENEWAL OF CONTRACT

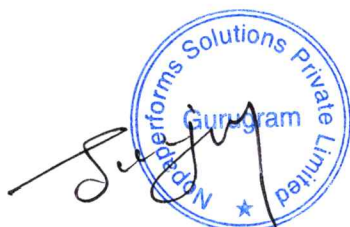
The renewal date for the contract will be one-month advance to the expiration date of the contract i.e. November 10th, 2024. After the completion of the contract, it can be renewed upon mutual consent of both the parties. In case the deliverables remain the same, cost will also remain same and payment shall be made quarterly in advance.

DELIVERABLES

a. Deliverables shall be as tabulated below:

Lead Management	
Bulk Offline Upload/Quick Add	Yes
Lead Source Tracking	Yes
Duplicate Blocking	Yes
Publisher API Integration	Yes
Lead Verification	Yes
Document Verification	Yes
OneView Lead Profile	Yes

Counselor Management Platform	
Smart Views	Yes
Round Robin Lead Distribution	Yes
Tasks & Follow Ups	Yes
Conversation Notes	Yes
Check-in Check-out (Mobile/Web)	Yes
Counselor Productivity Dashboard	Yes
One-on-one Emails	Yes
One-on-One WhatsApp	Yes



Predictive Analytics (Lead Score, Lead Strength)	Yes
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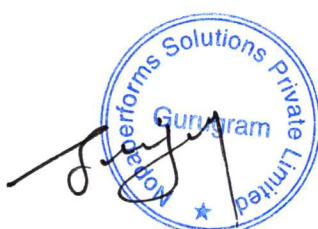
Marketing Platform	
Conversion Tags Integration	Yes
Drag & Drop Email Template Builder	Yes
Google Ads Remarketing	Yes
Facebook Ads Remarketing	Yes
Responsive Email Template Gallery	Yes
Responsive Email Campaigns	Yes
SMS Campaigns	Yes
Recurring Communication	Yes
Communication Performance Reports & Tracking	Yes

Campaign Management Platform	
Campaign Dashboard	Yes
Lead Verification Index	Yes
Dynamic Lead Flow (API)	Yes
Channel Classification	Yes
Source Classification (PST Tracking)	Yes
Inventory Classification	Yes
Publisher Panel Platform	Yes
MEI	Yes

User and Team Management	
Default Role Based Access	Yes
Custom Role Based Access	Yes
Teams & Hierarchy Management	Yes
User Session and Audit Log Module	Yes
Data Masking Module	Yes

Mobile CRM	
Mobile App Click to Call	Yes
Mobile App Check In - Check Out	Yes
Mobile App - Field Force Tracking	Yes

Training & Support	
Email Support (Ticket System)	Yes
Virtual Training (Google Meet/Zoom)	Yes
Physical Trainings & Visits	Yes



Application Automation Platform	
Application Form Automation	Yes
Student Admission Portal	Yes
Form level Registration Page	Yes
SAP whitelabelled URL	Yes
Query Management System	Yes
Document Manager (View and Download)	Yes
Login via Application Number	Yes
Login via OTP	Yes

- b. **SCOPE OF WORK :** Purpose of the document is to list down the complete process flow which would be enabled in order to provide the seamless admission process at SRHU:

a. Implementation of the Counselling process of SRHU as detailed below-

- Announcement (brochure upload).
- Form designing as per current requirements/norms (with eligibility check) for Entrance Examination (examination city first preference, second preference).
- Notifying the applicant about any shortcoming and solving the query raised by the applicant.
- Mechanism for editing the details by applicant, once the editing period is over then by the concerned department.
- Admit card generation (Centre with location/room address).
- Manual Input of Present & Absentee Marking to be done by SRHU team in the field only.
- Currently SRHU have Offline Entrance Examination Process, COE department will prepare the result and the same will be uploaded in the NPF platform based on roll no. /unique ID as per defined structure of the department. The company will not provide any integration with OMR machines.
- SMS and Email communication at any stage/time with one/more/all candidates whenever required.

b. Offline visits, Trainings and Support

- The Education CRM and Student Admission Portal setup will be done virtually.
- Post the Education CRM and Student Admission Portal setup a customer success manager will be allocated to the SRHU account. The customer success manager will be visiting the SRHU campus for the training and adaptability of the system.



- Training schedule will be frozen along with the discussion with the SRHU team.
- Team SRHU will arrange a Lodging and Boarding facility for team members of NPF on their physical visits.

c. Process Details:

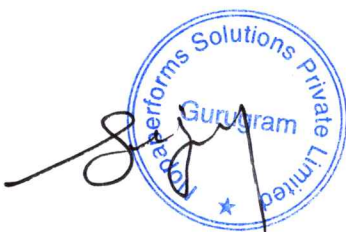
- Course wise forms will be created along with the validations mentioned by the SRHU team.
- Applicants will be eligible to complete the form on the basis of different criteria (Min 17 and Max 25 Age, Min max marks, Upload Documents in case of PhD, MSc).
- Application fee will be paid by the applicant (different fees as per the course can be configured). Print PDF and Acknowledgement Receipt will be available on the dashboard of the applicant
- Centres will be asked from the applicant in the application form and final centres to be uploaded against the candidate via SRHU Team
- In case of Online Process, SRHU will ask all documents to be uploaded by the candidate. Re-submission of the form will be enabled to update certain data or edit by SRHU Team like Uttarakhand domicile as Yes or No
- Admit Card (1 week prior at least) - Centre in admit card with the final canter and Choice of Preferences (3 days) will be enabled (Not in nursing as it is single course)

d. Qualifying Criteria Process For PHD

- Eligibility will be decided on the basis entrance marks and the same will be uploaded by the SRHU Team in the NPF Portal
- Offer letter will be enabled by SRHU team on the applicant dashboard and Fees for admission will be enabled for that applicant
- At the end whole final enrolment data will be pushed to SRHU ERP (Subject to ERP Integration)

e. Qualifying Criteria Process For Medical Courses(For BSC Nursing/For Diploma & UG/PG Paramedical Programs)

- Allotment of provisional admission letter on the dashboard of the applicant will be done via NPF Portal and payment will be enabled
- At the end whole final enrolment data will be pushed to SRHU ERP (Subject to ERP Integration)



4. COMMERCIALS

Plan, Pricing & Billing Details

Subscription/Contract Dates and Duration	Start Date	10th December2023
	End Date	9th December 2024
	Duration (Months)	12 months
Subscription Plan Name	Enrollment Cloud – Standard Plan	
Inclusions	Type	Standard Plan
Plan Limits (key license limits of the chosen plan)	(A)	
	White Labeling	Yes
	Number of Counselor logins	Max limit up-to 30
	Number of Widgets	5
	Max Contact/Lead Limit	1,50,000
	Raw data Intake Limit	4,00,000
	Google Remarketing Connector	Yes
	Facebook Remarketing Connector	Yes
	Drip- Marketing Automation and Workflow Builder	30
	Android Mobile App	Yes
	Trainings/Meetings	4
	Total Price (A)	INR 6,50,000
	Offered Price (A)	INR 4,25,000
	(B)	
	Application Form Platform	Yes
	Total Application forms	10
	Document Verification Module	Yes



	Student Dashboard	Yes
	Query Management System	Yes
	Application Fee (Multiple fee Collection)	Yes
	Responsive Landing Page Builder up to-1	1
	Total Price (B)	INR 4,50,000
	Offered Price (B)	INR 2,00,000
	(C)	
	Application Surcharge cost 2,500 Paid Applications	INR 80/ Paid Application
	Total Price (C)	INR 1,60,000
	Offered Price (C)	Value add -(Absorbed by meritto)
	(D)	
	NIAA Whatsapp and Web (Old credits shall be carry forwarded)	Yes
	Whatsapp Business API	Yes
	Total Price (D)	INR 1,70,000
	Offered Price (D)	INR 1,00,000
	(E)	
	JUNO ERP- Two- way Integration setup cost	Yes
	Total Price (E)	INR 2,00,000 (Current Year)
	Maintenance Costing	INR 1,00,000 (Next Year Onwards)
	Total Price (A+B+C+D+E)	INR 16,30,000 + Taxes



	Grand Total Offered Price (A+B+C+D+E)	INR 9,25,000+Taxes
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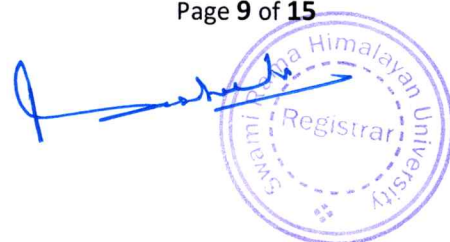
5. EXTRA USAGE BASED CHARGE

Top – Up Price

Additional user	INR 15,000 /user/year
Additional lead intake cost	1000/1000 leads
Additional raw data intake cost	1000/ 3000 data points
Cost per Email	5 paisa
Cost per SMS	20 paisa + DLT Scrubbing charges
Cost whatsapp (Utility Messages)	49 paisa
Cost per whatsapp(Marketing message)	99 paisa
Cost per whatsapp (User Initiated message)	49 paisa
Cost per Njaa Session	INR 2 per session
Any other integrations	As per Scope of Work
Additional widget cost	INR 7,500/ widget
Additional form development cost	INR 20,000 Per Application Form

GENERAL TERMS OF CONTRACT

- NPF will enable Enrolment Cloud- Growth Plan at SRHU's end confined to the scope and features mentioned in the deliverables.
- SRHU shall take a complete backup of the data 15 days (fifteen) prior to the expiration of the contract OR within 30 days (thirty) after the expiry of the contract. Upon receiving a formal sign-off from SRHU on data back, NPF shall completely purge the data from the system.
- The payment of all the raised invoices by the NPF shall be released within 14 days from the date of invoice. NPF reserves the right to hold the remittances/pause the service/settle the amount from the remittance amount, in the unlikely event that SRHU fails to release the payment for any of the raised invoices within 21 days from the date of invoice.
- Every online submitted paid application or offline uploaded application will be considered a processed application.
- Admin/Staff/Counselor/Any log-in created will be counted as a user.



- f. If SRHU wishes to send SMS and Emails, then SRHU will be required to recharge its Email and SMS account with bulk subscription as per its usage requirement. The prepaid account will be consumed as per the rates mentioned in Commercials.
- g. The NPF Platform allows its partner institutions to use either a promotional or transactional channel to send SMSs to its prospective applicants. NPF has no responsibility towards the content sent on SMS or the frequency of the same as it is subject to SRHU's discretion. In case of any query or complaint regarding DND etc., SRHU agrees to provide an opt-in proof, or every other detail required, within the time period prescribed under the Telecom Commercial Communications Customer Preference Regulations, 2018. SRHU further agrees that in case it fails to produce valid proof or does not respond to such a complaint, then it will be liable to bear the penalty charges as applicable under the regulation.
- h. Publisher Panel is an analytics platform of NPF which is meant to be used by Publishers/Agencies etc. to monitor and fine-tune their respective campaigns for the Institute (SRHU). It is being offered as a free module on Client approval.
- i. NPF allows partner universities/institutes to integrate their Telephony vendors with the platform at an additional one-time cost. The Integration includes only Inbound and Outbound calling integration through API method.
- j. NPF is a facilitator of pre-integrated Whatsapp, Email, SMS, Payment Gateway etc services and remains committed to offer to its clients (SRHU in this case) the best deliverables at an optimized cost. As the prices for these services are governed by the respective vendors thus in case of a price revision by the vendors, newly effective charges will be applicable. The client (SRHU in this case) will be intimated well in advance of any such revision if, as and when it happens.
- k. Taxes/GST will be duly charged as per applicable laws.

6. PAYMENT TERMS

- a. INR **6,00,000** Plus taxes to be paid up-front with release of Purchase order as an advance or before 30th November 2023.

2nd Installment of INR **1,62,500** + Taxes to be released before 30th January 2024

3rd Installment of INR **1,62,500**+ Taxes to be released before 1st April 2024

Payment settlement time for domestic payment is T+2 days and international payments is T+7 days and Payment Gateway Handling and or Convenience Charges will be as applicable below:

Education (Schools/Colleges/Universities) Application Fees:

- All domestic payments (Application fee >1K) - 2% + Taxes
- All domestic payments (Application fee <=1K) - INR 20 + Taxes



- International payments – 3.5% + taxes

Education (Schools/Colleges/Universities) Admissions Fees:

- All Indian Cards (Debit/Credit) - 2% + Taxes
- International Cards - 3.75% + Taxes
- Wallets - 2.5% + Taxes
- Net Banking - INR 60 + Taxes
- UPI - INR 60 + Taxes

7. TERMINATION

Either Party may, upon giving thirty (30) days written notice identifying specifically the basis for such notice, terminate this Agreement for breach of a material term or condition of this Agreement, provided the breaching party shall not have cured such breach within the thirty (30) day period. In the event, such breach is not cured during such Thirty (30) days periods and Client or Company chooses to terminate this Agreement, either Party shall forthwith hand over to the other, the possession of all documents, material and any other property belonging to the other Party that may be in the possession of the Party or any of its employees, agents or individuals assigned to perform or receive the Services under this Agreement

8. REPRESENTS AND WARRANTIES

Each party represents and warrants to the other that it has full power and absolute authority to enter into, execute and deliver this service agreement and to perform its obligations and the transactions contemplated hereby and, it is duly incorporated and validly registered under the laws of the jurisdiction of its incorporation or organisation. The execution and delivery of this agreement and the performance by it of the transactions contemplated hereby have been duly authorised by all necessary corporate or other internal action of such Party. The execution, delivery and performance by it of this agreement does not violate any statute, law, regulation, rule, order, decree, injunction or other restriction of any governmental entity, court or tribunal to which it is subject.

9. NON ASSIGNMENT

The Parties shall not assign any of the rights under this agreement, or delegate the performance of any of their obligations hereunder, without the prior written consent of the other Party.



10. PRINCIPAL TO PRINCIPAL

This agreement is on a Principal to Principal basis and neither Party shall describe itself as an agent, partner, joint-venture partner, employee, or representative of the other Party, or pledge the credit of the other Party in any way or make any representations or give any warranties to any third party which may require the other Party to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to any third party or enter into contracts on behalf of the other Party.

11. INVALID OR UN-ENFORCEABILITY

If any provision of this agreement shall be found by any court or government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

12. WAIVER

That the failure to enforce any right or provision herein shall not constitute a waiver of that right or provision. Any breach of a provision shall not constitute a waiver of any subsequent breach of that provision.

13. INDEMNITY

Each Party agrees to indemnify and hold harmless each other from and against direct and actual losses, reasonable costs including without limitation the reasonable fees, costs of investigation, expenses, claims, damages, penalties and liabilities arising out of any claim, actions or proceedings (collectively "Losses") which may be incurred, made against or suffered by a Party, its officers or agents or employees arising directly out of or in connection with or as a consequences of (i) the non-performance of their respective obligations under this agreement, (ii) any material breach of any representations, warranties, covenants made by either Party in this Agreement.

14. FORCE MAJEURE

In the event either Party shall be delayed or hindered in or prevented from the performance of any act required, hereunder by reasons of strike, lockout, labor trouble, judicial order, decrees, riots, or any other reason beyond that Party's control, then the performance of such act shall be excused for the period of such delay.

15. MODIFICATION

This agreement can only be amended by the mutual agreement of the Parties in writing.



16. NOTICE

All notices, approvals, instructions, demand and other communication given or made under this agreement shall be in writing and may be given by electronic mail, facsimile, by personal delivery or by sending the same by prepaid registered mail addressed to the relevant Party at its postal address, email address or fax number.

17. DISPUTE RESOLUTION

In case of any dispute or claim arising out of or in connection with or relating to this Agreement, its construction or interpretation or the right, duties and obligations of either of the Parties hereto, or the termination or validity thereof, the Parties shall endeavour to resolve the dispute or claim through good faith discussions between the Parties. If the dispute or claim is not resolved through such discussion as contemplated above within 30 (thirty) days after one party has served a written notice on the other Party requesting the commencement of discussions, then such dispute or claim shall be referred at the request in writing of either Party to binding arbitration by a panel of 3 (three) arbitrators ("the Arbitration Board") in accordance with Arbitration & Conciliation Act, 1996. All such proceedings shall be conducted in English language and seat and venue of Arbitration shall be in Dehradun. Any award made by the Arbitration Board shall be final and binding on both the parties.

18. JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of India as applicable from time to time. All legal disputes shall be subject to the courts in Dehradun, Uttarakhand, India only.

19. Annual Inflation Rate

This is a new cost structure that has been exclusively created, resulting in reduced prices from our standard rack rates. For every renewal contract, a 15% annual inflation increase shall be applicable to the current MoU value year on year.

20. Annual Inflation Rate (Terms & Conditions)

The 15% annual inflation rate applies exclusively to the overall inclusions mentioned in the annexure (A+B+C+D+E). Any increments in additional modules and inclusions may result in a different pricing structure, affecting both the overall MoU value and year-on-year inflation costing.



IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work under seal.

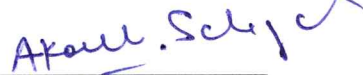
On behalf of First Part


Akash Sehgal
AGM
NoPaperForms

Contact No - +91-9811443644

Sampy Jha

Witnesses:


9811443644

On behalf of Second Party


Dr. Susheela Sharma
Registrar
Swami Rama Himalayan University

Date:

Place: Dehradun

Scope of work (JUNO)- ERP Integration

Two way integration is feasible, the process would be as below.

1. To push data from meritto to ERP system, ERP has to provide us API documentation
2. To get back data in meritto, we don't pull data from any system. We will provide our API to push back data into meritto.

NOTE: For pushing back data to meritto JUNO ERP team is supposed to share us all required data points to be pushed back and it is a collaborative effort. by both parties.

