

May 22, 2014

To,

Mr. D. N. Rao
Vice President
Centurion University of Technology and Management

Sub: Terms of Association for Maintenance and identified upgrades of Greycells ERP

Dear DN,

We take this opportunity to congratulate CUTM and you for successfully implementing Greycells ERP in both Parlakhemundi and Bhubaneswar campuses. This is a great achievement and augurs very well for CUTM.

Time has now come to think beyond implementation and move towards maintenance and enhancement. The terms of association for the same have been discussed and documented earlier. In this document, I put forth below the terms of the association for the same, for your formal acceptance:

- Maintenance Support
 - Scope: Includes Bugs and Patch Release
 - Enhancements Agreed (on or before Apr 1, 2014)
 - APIs for CUTM Exam Software
 - Modifying the Student Screen to include My Library and other features
 - Modifying Exam Module for minor report changes
 - Integrating the Class Room Schedule for Exam schedule for Faculty as well as Rooms
 - Minor Changes in Procurement Module
 - All the above features will be developed and released as per Kalingasoft road-map.
 - Start Date: Jan 1, 2014
 - Commercial: Rs. 25K per month, payable on a quarterly basis as advance.
 - Out of Scope: Any other enhancement apart from agreed above. Any additional training and support

- Enhancement
 - Integration of Fee Module with CUTM version of Greycells
 - Implementation start from May 15
 - Fee Module to be integrated with Feepal's on-line payment gateway
 - Rs. 1 lakh for integration of Fee Module with Greycells ERP
 - Upto 5 days of effort to be give free for integration of Fee Module with Feepal. Additional efforts if any will be charged extra.

- Joint Development
 - Kalingasoft and CUTM will co-develop and co-own APIs and other plugins
 - The road-map for the same will be finalized jointly

A. Misra
7/7/14

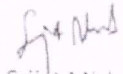
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Dist. Gajapati- 761211

- The investments for the co-development will be calculated as follows:
 - Software Professionals time @ Rs. 500 per professional hour
 - CUTM Faculty time @ Rs. 300 per professional hour
 - CUTM Student time @ Rs. 100 per professional hour
- The artefacts, APIs, plug-ins and codes so developed will be co-owned pro-rata of the calculated investments
- The license fees of the artefacts, APIs, plug-ins and codes earned (less of marketing costs) will be shared proportionate to the co-owning rights
- Joint Strategic Initiatives
 - CUTM may want to market and implement Greycells on a revenue share basis

I trust this is in line with our expectation. Please give your confirmation of the same either by counter-signing the scanned copy or by giving your assent to the text of the mail.

Thanks and Best Regards

Srijat



Srijat Mishra
CEO & MD
Kalingasoft

on behalf of CUTM,
this AMC is accepted.

A. Misra

7/7/14

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KALINGA SOFT MOM AS OF 1.4.2014, AS GIVEN BY CUTM	KALINGASOFT REMARKS			KALINGA SOFT MOM AS OF 1.4.2014
<u>UNDERTANDING:</u>				
<u>MAINTENANCE SUPPORT</u>				
1. Kalingasoft will provide all BUGs support for an annual maintenance fee of Rs. 2 lakhs to be paid on quarterly basis, starting Jan,2014	<p>1. Agreed amount was Rs. 25K/month.</p> <p>2. Quarterly payment - OK</p> <p>3. As discussed, support limited to debugging and patch release only.</p> <p>4. As discussed, no training effort envisaged for support</p> <p>5. As discussed, additional training support request from (wef Apr 1) users to be approved from DN/Kalyan before support is provided.</p> <p>6. As discussed, additional training support to be charged extra. Rates to be discussed and finalised.</p>			
2. All present BUGs will be sorted out by Kalinga Soft	1. OK			
3. ANY FUTURE API s TO BE DEVELOPED FOR EXPORT OF DATA FROM THE ERP.	<p>1. As discussed A joint road-map to be prepared based on mutual win-win and resource availability.</p> <p>2. All APIs to be released as per the same.</p>		01-08-2014 Business Needs	
4 ANY WORK THAT TAKES NOT MORE THAN A DAY OF DEVELOPMENT /TWEAKING	1. Not a part of support			
<u>FEATURES WHICH ARE AGREED TO BE ADDED BUT YET TO BE DONE:</u>	All such points to be delivered as Kalingasoft product road-map and delivered free as a part of patch-relases.			
1. API DEVELOPMENT FOR THE CUTM EXAM SOFTWARE	1. Discussed, and agreed as above.			

2. MODIFYING THE STUDENT SCREEN TO INCLUDE MY LIBRARY AND ANY OTHER FEATURES	1. Discussed, and agreed as above.			
3. MODIFYING AGREED EXAM MODULE MINOR REPORT CHANGES	1. Discussed, and agreed as above.			
4. INTEGRATING THE CLASS ROOM FACULTY SCHEDULE WITH EXAM SCHEDULE FOR FACULTY AS WELL AS ROOMS	1. Discussed, and agreed as above.			
5. MINOR MODIFICATION ON ASSET OR STOCK ISSUES	1. No specific points have been discussed.			
<u>FEATURES TO BE PAID</u>				
1. INEGRATING FEE MODULE WITH ONLINE PAYMENT OPTION (1 LAKH)	1. Ok to Rs. 1 lakh for integration to fee modules. 2. Integration costs with on-line payment not a part of the Rs. 1 lakh 3. If CUTM goes with Tech Process no additional integration efforts with payment gateway expected. 4. If CUTM goes with any other vendor other than Tech Process, additional integration efforts are likely.			
<u>FUTURE DEVELOPMENT</u>				
IN FUTURE KALINGA SOFT WILL BE WILLING TO UNDERTAKE JOINT APPLICATIONS WITH CUTM AND ITS TEAM ON THE FOLLOWING TERMS:	We have agreed on an overall working philosophy. Nitty gritty to be worked out. The specific points which have been proposed, were not discussed earlier but look reasonable.			
1. THE NEW CODE DEVELOPED WILL BE USED BY CUTM WITHOUT ANY CHARGE	1. We assume, we are discussing only for the plugins/apps which will be outside the core Greycells applications.			

<p>2. PROJECT DEVELOPMENT WILL BE COSTED AT SOFTWARE PROFESSIONALS TIME @ 500 FOR PROFESSIONAL HOUR OF SUPPORT.</p>	<p>1. Assume you mean that this formula to be used to calculate the joint investments to create such application.</p> <p>2. Assume, there is no implied payout per-se for Kalingasoft/CUTM to each other. Any payments to internal team members to done by respective organizations.</p> <p>3. Seems reasonable if our understanding as per points 1,2 above is correct.</p>			
<p>3. IF CUTM FACULTY IS USED, IT WILL BE Rs 300 for professional hour</p>				
<p>4. IF STUDENTS ARE USED , IT WILL BE @ 100 PER PROFESSIONAL HOUR</p>				
<p>5. THE REVENUE SHARE WILL BE DONE BASED ON CONTRIBUTION OF KALINGASOFT AND CUTM TEAM (RATIO OF TIME SPENT AND COST OF SUCH SUPPORT)</p>	<p>1. We will need to look at value chain costs. Pl note pdt devpt / license fees will be max around 40% of sales price.</p> <p>2. Marketing + implementation together may go-up as high as 60%.</p> <p>3. The pdt devpt/license fees part can be apportioned as per the suggested formula.</p> <p>4. Marketing + implementation revenue share can also be split based on roles/involvement.</p>			
<p>6. THE TIME COSTING WILL BE DONE BY A JOINT TEAM OF KSOFT AND KALYAN BENERGY</p>	<p>1. Refer remarks against points 2,3,4</p>			
<p><u>OTHER POINTS</u></p>				
	<p>1. CUTM to participate in implementation, marketing, pre-sales of Greycells</p>			
	<p>2. CUTM to get revenue share for all of the above based on the roles</p>			
	<p>3. The details of the same maybe worked, based on activities.</p>			