

# Terms & Conditions

## (ON-PREMISE | Standard or Enterprise)

### 1. Definitions

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“Software” means the “Campus Galaxy” application software which is developed or modified by Campus IT Solutions Private Limited and licensed by Campus IT Solutions Private Limited to the “Client”.

“Source Code” means the human readable code used to construct and generate the software into executable code.

“End User” means an individual or machine/device that accesses “Campus Galaxy” software

### 2. License

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“Campus Galaxy” is a complete education ERP solution to fulfill diverse functional needs of an educational institution. The solution is provided as “On-Premise” model (also called as “perpetual”) to the “Client” with “Limited Right of Use”.

#### **2.1. Grant of License**

Campus IT Solutions hereby grants to the Client, subject to the terms and conditions, a perpetual, designated units (without the right to grant sublicenses) to use the software in executable form only and it is Not Transferable.

The “License” is valid only upon successful completion of financial transaction for invoices raised by Campus IT Solutions (CS).

#### **2.2. Limited Right of Use**

Campus IT solutions does not transfer title or ownership of the software to the Client, but only grants the license with limited right of use and copy the software as provided herein.

- Install specified number of instances of the software and use at designated units;
- Use the software for the purpose of serving the internal needs of the Client;
- Make copies of the software for the purposes of backup and security only;
- Use the documentation in support of its use of the software;

#### **2.3. Confidentiality**

The Client should not to alter, modify disassemble, decompile, reverse engineer or otherwise manipulate the software so as to discover the underlying design, logic or source code thereto.

The Client should not alter or remove from any software or associated documentation any proprietary, copyright, trademark, patent or trade secret legend.

### 3. Pre-Requisites

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“CS” deploys the solution on server/desktop of the “Clients”. The “Client” suppose to manage all other supporting softwares like Operating Systems, Database (by default CS provides Oracle Express Edition, and client need to upgrade to the next higher version of the database whenever it is needed based on the “Client” future growth) and other similar softwares, if any.

The “Client” also need to have “Internet” for “Deployment, Implementation, Training and Support” services.

The solution is accessible within clients LAN (Local Area Network) over browser (Internet Explorer, Chrome, Mozilla, Firefox).

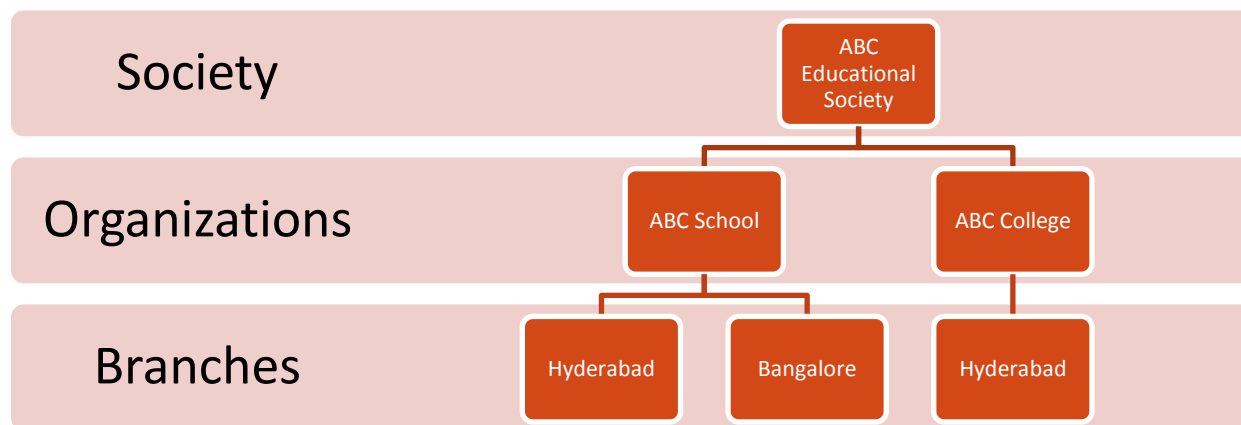
If client would like to have access of application over internet (any-where, any-time), then the server must be hosted on public IP or the server need to be moved to a data centre at an expense of “Client”. However “CS” advises the “Client” with best practices.

### 4. License Limit

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The “Client” must have a valid license for each “unit”. “CS” provides the “License Key” to the “Client” upon completion of financial transaction. The “Client” has no limitation of student limit or end date to use the software for the “unit” which is licensed by “CS”.

Each combination of Organization + Branch is called as a “unit”, example:



In the above chart, there are total 3 units.

1. ABC School Vs Hyderabad | 2. ABC School Vs Bangalore | 3. ABC College Vs Hyderabad

### 5. Modules/Features

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“CS” provides “Essential Edition” modules only to “Client” as base license. The “Plug-In” modules are available to “Client” at extra cost and to avail these plug-in modules/features, “Client” must buy the selected plug-in modules separately from “CS” as needed.

Essential Edition Modules	Plug-In Modules
Academic	Leave Management
Human Resource	Payroll
Student Management	Accounting
Attendance Management	Transport Management
Examination	Fleet/Asset Management
Time Table	Library Management
Fee Management	Hostel Management
Interactions	Inventory Management
Security Management	GPS Integration
Website Management	Biometric Integration
SMS API Integration	Online Payment Integration

## 6. Plug-In Modules

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The client can choose any of additional plug-in modules on top of “Essential” edition at anytime and start using the features of the plug-in modules, subject to the availability of plug-in module readiness with product.

To enable all or few plug-in modules the client has to buy each of additional plug-in module separately.

## 7. SMS Integration

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If client need SMS integration then the client have to purchase the SMS credits separately from any SMS service provider directly (service provider must support the API integration, so the API details can be configured in the system), and “Campus Galaxy” will use the configured API and credentials to trigger SMS based on the selection criteria of the users in various interaction events.

The “Client” must have “Internet” enabled to the system to use the SMS services.

## 8. Third Party Devices

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The client shall purchase any of additional devices or hardware needed in addition to support third-party integrations, subject to the feature availability in the product and the edition/plugin subscribed by the client

Example: Barcode Readers, Bio-metric (Finger Print), GPS, etc

## 9. Deployment/Implementation/Training/Documentation

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CS team will guide/educate client team to configure and implement the system according to the specific business cases of the “Client” and will provide comprehensive help documentation and client can pull the help of each screen while using the application (on-screen help).

CS will also provides a detailed training on the modules covered under license. All the Deployment, Implementation and Training would be through webex (Remotely).

The client team need to reserve a slot with CS team to deploy the solution and to implement the system.

The documents are strictly to use by end-users of the client for the usage of software only and not to redistribute to any of other parties.

### **9.1. Standard**

In “Standard” deployment model, “CS” will not provide “onsite” resource either for deployment, implementation or support.

### **9.2. Enterprise**

If “Client” required to have “CS” team availability at “onsite” then “CS” will charge extra as defined in the quotation per day per resource and “Client” also need to consume the expenses of travel, boarding and accommodation as per actual bills.

## **10. Support**

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Support coverage window would be available between 10 AM to 5 PM from Monday to Friday except general holidays, public holidays or any other. All the support would be provided through email, chat, webex or on call. Resolution time will be maximum of 48 hours, in case of any issue fixes \*\*.

\*\* The support is available only if the Client has a valid AMC (Annual Maintenance Contract)

## **11. Product Upgrades (New Features)**

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All the product upgrades and new features under subscribed edition/plugin modules of the product are “free” \*\*.

CS will keep enhancing the new features under each module as per the industry requirement and they will be available to “Client” whenever they are released to production \*\*.

\*\* The product upgrades are available only if the Client has a valid AMC (Annual Maintenance Contract)

## **12. Data Backup / Security / Privacy Policy**

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The “Client” has to manage the server (hardware), software and database backup.

The “Client” is also completely responsible to maintain confidentiality of the user credentials and have to change the credentials frequently as part of security policy. “CS” will not held any responsibility of credential leakages or loss of data due to any technical or hardware issues.

## **13. Software Damage | Recovery**

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If any damage to the software or database by Client because of any alter, modify disassemble, decompile, reverse engineer or otherwise manipulate the software design, logic or source code or any other hardware failure then the Client is sole responsible for such damages.

In such cases, CS assists the Client to recover the damage at Clients expense upon mutual agreement.

## 14. Change Request

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### **14.1. Standard**

No customizations are allowed under “Standard Deployment”.

But the “Client” may ask for a change recommendation and if “CS” feel that change request may be a useful request per “Industry Standards” then “CS” may decide to provide the feature at any time on roadmap release without any of timeline guarantee.

### **14.2. Enterprise**

The “Client” may ask for a change in the software solution to fulfill specific functional need and “CS” has option to accept or not to do such changes to the software \*\*.

Such change requests would be charged separately by “CS” to the “Client” as defined in the quotation per hour and the commercials need to be agreed between “CS” and “Client”.

\*\* The Client specific changes may interrupt to release the standard product feature upgrades to Client

## 15. Publicity

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Campus IT Solutions may include the Client’s name in its client lists and sales materials.

## 16. Printing Services

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The Client has to do the printing services at clients own expenses like ID cards, Student Exam Report or any other such reports generated from the software. CS will not provide any of printing services.

## 17. Governing Law | Disputes

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Any of dispute or proceeding is initiated by the Client or Campus IT Solutions shall be governed by and construed in accordance with Indian laws at jurisdiction of Hyderabad, Telangana, India.

**// END OF TERMS & CONDITIONS //**