THIAGARAJAR
SCHOOL OF MANAGEMENT
(An Autonomous College affiliated to Madurai Kamaraj University)
Accredited by NAAC with 'A' Grade

Established in 1962
Pamban Swamy Nagar.
Thirupparankundram
Madurai - 625 005.
Tamil Nadu. India

Tel : +91 452 248 4099
Tel : +91 452 248 6900
URL: www.tsm.ac.in

No: SL/2020-21/Student/002

Date: 05.11.2020

The Principal,
Thiagarajar School of Management,
Madurai – 625005

Sub: Sanctioning of funds to External Experts/Trainers/Coaches for the purpose of Student Advancement

It is hereby conveyed that the institute has sanctioned an amount of Six Lakh Sixty Thousand Rupees (Rs.6,60,000) to cover the costs of engaging the services of 'The ALTAR - GAME'. The engaging party has intended to provide Career Grooming training for equipping our students with contemporary and industry-ready skills. Considering the importance of this training program in contributing to the career development and progression of our students, the institute has sponsored the training of all the second-year students of batch 2019-2021. Therefore, it is required of all the students to participate and benefit from the program.

Principal,
Thiagarajar School of Management

Principal
Thiagarajar School of Management
Madurai-625 005

Copy to:
1. Accounts Office
2. Dean, MBA Program
3. Program Office, MBA

THIAGARAJAR
SCHOOL OF MANAGEMENT

(An Autonomous College affiliated to Madurai Kamaraj University)

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Established in 1962

Pamban Swamy Nagar,
Thirupparankundram,
Madurai - 625 005.
Tamil Nadu. India.

Tel : +91 452 248 4099
Tel : +91 452 248 6900
URL: www.tsm.ac.in

No: SL/2020-21/Student/003

Date: 02.08.2020

The Principal,
Thiagarajar School of Management,
Madurai – 625005

Sub: Sanctioning of funds to External Experts/Trainers/Coaches for the purpose of Student Advancement

It is hereby conveyed that the institute has sanctioned an amount of Seven Lakh Thirty Seven Thousand Five Hundred Rupees (Rs.7,37,500) to cover the costs of engaging the services of 'Parivarthana Consulting'. The engaging party has intended to provide Placement Skills training for equipping our students with contemporary and industry-ready skills. Considering the importance of this training program in contributing to the career development and progression of our students, the institute has sponsored the training of all the second-year students of batch 2019-2021. Therefore, it is required of all the students to participate and benefit from the program.

Principal,
Thiagarajar School of Management

Principal
Thiagarajar School of Management
Madurai-625 005

Copy to:
1. Accounts Office
2. Dean, MBA Program
3. Program Office, MBA

Services Agreement

The undersigned parties:

Thiagarajar School of Management (TSM) (the Client)

Pamban Swamy Nagar, Madurai District, Thiruparankundram, Tamil Nadu- 625005

&

Grand Alliance for Management Excellence and Consulting (GAME) (the Consultant)

have today **DATE&DAY** entered into an agreement regarding the provision of services on the terms and conditions laid out below:

1. Description of the task & Schedules

Consultant is required to provide following training services (Scope) to the first year students of the Client in MBA and PGDM program.

The Scope of work is as follows:

Name of the initiative – ALTAR

No	Module
1	Resume Building
2	Interview Workshop
3	Group Discussion

2. The Consultant's rights and duties

2.1. The Consultant will perform the contracted tasks under this Agreement

2.2. Within the Scope of Work mentioned in this Agreement the Consultant is free to design and plan the execution of services and free to decide who performs the practical execution of the work based on mutual acceptance

2.3. The facility for delivery of services would be the offices of the client

2.4. This Agreement does not in any way restrict the Consultant's access to performing services for other clients, with a condition that no information of the client can be shared with other clients of the consultant.

3. The Client's contribution

3.1. The Client agrees to provide any relevant information from their end, which the Consultant requires in order to perform the task efficiently

3.2. The Client agrees to provide space in their facility for the tasks to be performed at TSM by GAME.

Private and Confidential Services Agreement 2

4. Remuneration & other aspects

4.1. The professional fees for the total scope of work mentioned above is

INR 13,20,000 (non-inclusive of taxes)

4.2. All technical support and assistance for all Consultant resources should be borne by the Client.

4.3. Invoices will be raised in the name of Grand Alliance Management Excellence & Consulting LLP

5. Schedule of Payments

5.1. The following payment schedule will be followed, subject to submission of relevant invoices by the Consultant:

5.1.1.
- 25% Payment in Advance (Rs.3,30,000), upon signing of this SOE.
- 25 % Payment by December 31st 2020 - Rs.3,30,000
- Balance payable upon completion of all activities and submission of reports of students for the campus.

5.2. Client should clear all presented invoices within 10 days of invoice date.

6. Validity

6.1. The contract is valid till 31st December 2021

6.2. The work is to be completed as per the agreed upon schedule

7. Termination

7.1. The parties may terminate this Agreement at one month's notice

7.2. If this Agreement is terminated, the Consultant will be entitled to a fee for work performed up to the expiry of the notice period

8. Confidentiality

8.1. The parties are mutually obliged to keep secret all information not universally known as well as any material about the other party

8.2. This duty of secrecy continues to apply even after completion of the task and after the expiry of this Agreement

9. Amendments

9.1. This Agreement may only be amended subject to a written schedule duly signed by both parties .

Thiagarajar School of Management and Grand Alliance for Management Excellence and Consulting

Private and Confidential Services Agreement

No: SL/2019-20/Student/002

Date: 13.03.2020

The Principal,
Thiagarajar School of Management,
Madurai – 625005

Sub: Sanctioning of funds to External Experts/Trainers/Coaches for the purpose of Student Advancement

It is hereby conveyed that the institute has sanctioned an amount of One Lakh Rupees (Rs.1,00,000) to cover the costs of engaging the services of 'Recalta Solutions'. The engaging party has intended to provide Placement Skills training for equipping our students with contemporary and industry-ready skills. Considering the importance of this training program in contributing to the career development and progression of our students, the institute has sponsored the training of all the second-year students of batch 2018-2020. Therefore, it is required of all the students to participate and benefit from the program.

Principal,
Thiagarajar School of Management

Principal
Thiagarajar School of Management
Madurai-625 005

Copy to:
1. Accounts Office
2. Dean, MBA Program
3. Program Office, MBA

Placement Training- Interview Workshop

studentplacement@tsm.ac.in <studentplacement@tsm.ac.in>
Wed 8/26/2020 12:08 PM

To: TSM PGDM 1921 <tsmpgdm1921@tsm.ac.in>;TSM MBA A 2019-21 <tsmmbaa1921@tsm.ac.in>;TSM
MBA B 2019-21 <tsmmbab1921@tsm.ac.in>
Cc: Prof. K. Vignesh Placement Chair-TSM <placement@tsm.ac.in>;Sivasakthi.G <sivasakthi@tsm.ac.in>
Dear All,

CareerCarve is conducting interview workshops. It is based on how to crack common questions in
the interviews. From today, 4 sessions will be conducted. Everyone will have to attend at least one
session based on your domain preference. You can attend all the four sessions as well.

26th Aug - Marketing and sales interview workshop
27th Aug - Finance interview workshop
28th Aug - Operations interview workshop
29th Aug - HR and others interview workshop

Please find the below zoom credentials.

Topic: Marketing and sales interview workshop
Time: Aug 26, 2020 07:30 PM India

Join Zoom Meeting
https://us02web.zoom.us/j/86837638120?pwd=OUZjSIZ2NjFTTjh5Z3FucS9sY2Q5dz09

Meeting ID: 868 3763 8120
Passcode: 793256

Topic: Finance interview workshop
Time: Aug 27, 2020 07:30 PM India

Join Zoom Meeting
https://us02web.zoom.us/j/81027521188?pwd=dVkvejIZVTJOaVFweWNHanhpeWpEdz09

Meeting ID: 810 2752 1188
Passcode: 043001

Topic: Operations interview workshop
Time: Aug 28, 2020 07:30 PM India

Join Zoom Meeting
https://us02web.zoom.us/j/83867726190?pwd=cmp4V3BCZTlmYVhjdGM3b00zMVU5Zz09

Meeting ID: 838 6772 6190
Passcode: 294024

Topic: HR and others interview workshop
Time: Aug 29, 2020 07:30 PM India

Join Zoom Meeting
https://us02web.zoom.us/j/86701838073?pwd=YUJWY3dSR0VIQ3ROZIFCU3B3VWhsZz09

Meeting ID: 867 0183 8073
Passcode: 971735

Best Regards,
Karthik M (+91 9789591890)
Sr. Exec. Corporate and Industry Relations
Thiagarajar School of Management
Madurai

PRO FORMA INVOICE

Reculta Solutions Pvt. Ltd.

200, 2nd Floor, Spacredge Tower A, Spacedge I
Malbu Town, Sohna Road, Sector 47, Gurgaon, Haryana, 122002
GSTIN No 06AAICR3777Q1ZI
CIN No. U63090DL2017PTC319788

Bill to	Place of Supply				INVOICE No	Dated
Thiagarajar School of Management (unit of Manickavasagam Charitable Foundation) Pamban Swamy Nagar, Thirparankundram Madurai - 625005	Thiagarajar School of Management				RSPU19-20H-07	30-Jun-19
GSTIN No: 33AAATM4917G2ZR	HSN CODE	QTY	Duration	RATE		Amount
Reculta Saas Platform	997331	NA	1 year starting 26th June 2019.			₹84,746
Total						₹84,746
Taxable Value						
ADD IGST 18%					18%	₹15,254.24
Total						₹1,00,000

Due Date - IMMEDIATE

Amount Chargeable (in words)
Rupees One Lakh only
Company's PAN: AAAICR3777Q

Note - Please make a NEFT transaction to
Company Name - "Reculta Solutions Pvt. Ltd."
Account Number- 50090001141261
IFSC code: HDFC0004198

For Reculta Solutions Pvt. Ltd.

This invoice is generated electronically and does not require a sign and stamp.

ANNEXURE	
No. of logins created	490

Reculta Solutions Pvt. Ltd.

394, 2nd Floor, Spacedge Tower A, Spacedge I
Malba Town, Sohna Road, Sector 47, Gurgaon, Haryana, 122001
GSTIN No 06AAICR3777Q1ZI CIN No. U92090DL2017PTC319788

Bill to	Place of Supply				
Thiagarajar School of Management (Unit of Marickanatagam Charitable Foundation) Pandian Swamy Nagar, Thirupanikundram Madurai - 625005 GSTIN No: 33AAATM9917B1ZK	Thiagarajar School of Management			INVOICE No RSPL/19-20/H-03	Dated 26-Jun-19
	HSN CODE	QTY	Duration	RATE	Amount
Reculta Saas Platform	997331	NA	1 year starting 26th June 2019.		84,745
Total					84,745
Taxable Value ADD IGST 18%				18%	25,254.24
Total					1,00,000

Due Date - IMMEDIATE

Amount Chargeable (in words) Rupees One Lakh only Company's PAN: AAICR3777Q

Note - Please make a NEFT transaction to Company Name - "Reculta Solutions Pvt. Ltd." Account Number: 58200026132261 IFSC code: HDFC0004399

For Reculta Solutions Pvt. Ltd.

This invoice is generated electronically and does not require a sign and stamp

Key Clients

During their MBA from IIM Ahmedabad and FMS Delhi, the team encountered several gaps in the current systems of campus placements, irrespective of the institutions. With the aid of technology, Reculta seeks to plug these gaps and provide significant benefits to colleges adopting this platform:

1. **Transparency**
   All data and processes are digitized and on the cloud, free form the chances of manipulation.
2. **Control**
   Gives control to you to manage each of the stakeholders involved – placement team, students, recruiters.
3. **Complete Oversight**
   Get a bird's eye view on your placement process end to end, with analytics at institute, process, recruiter and even student level.
4. **Improve Placement Outcome**
   We know institutes in our country are judged a lot by their placement outcomes. Reculta provides you the tools and functionality to garner insights and improve your placement outcome year on year.

And a lot more.....

It was a pleasure meeting you in campus. It would be great if we could have a meeting for 30 mins to discuss about Reculta and to give a short demo of the product. As discussed we will be happy to come down do campus on 29th or 30th of April as per your availability. We really believe we can simplify campus placements at **Thiagarajar School of Management** too. Will look forward to hearing back from you!

Varun R
Business Development Manager, Reculta
+91 8086215069

On Mon, Jun 17, 2019 at 4:25 PM Varun R <varun.r@reculta.com> wrote:
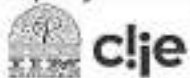Dear Sir,

It was a pleasure talking to you over phone. As discussed our team will be coming down to campus on 20th June at 11 am to give a product demo to you and the placement team and to discuss how Reculta can change they way campus placements happens at **TSM**. I will shortly share a calendar request. Looking forward to meeting you in campus.

Varun R
Business Development Manager, Reculta
+91 8086215069

On Tue, Apr 9, 2019 at 2:50 PM Varun R <varun.r@reculta.com> wrote:
Dear Prof. Venkiteswaran,

Greetings from Reculta!

I am writing to you to introduce Reculta, an Intelligent software for 360 degree management of Campus Placements.

Campuses like **IIM Ahmedabad, IIM Calcutta, NMIMS, IIFT, FMS, SP Jain Global, IMT and a lot more** are currently running placements on Reculta. We recently featured in the Financial Express, VC Circle, Business Standard, Inc 42 and Economic Times for our work in the area of campus placements.

Reculta was founded by Vidyarthi, Kajal and Utsav (Placement team from IIM Ahmedabad and FMS Delhi) with the aim to help recruiters and institutions ease out placement practices and make it transparent.

Along with the invoice we will also share the draft agreement. Looking forward to a speedy implementation

.

Varun R
Business Development Manager, Reculta
+91 8086215069

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On Sun, Jun 23, 2019 at 1:26 PM Venkiteswaran <venkiteswaran@tsm.ac.in> wrote:
Dear Varun,

Thank you for your email following up on your visit to TSM and discussion with us. As discussed we are in principle agreeable to your proposal. We will get back to you regarding the MOU on later this week on my return to TSM from my current travel commitments. In the meanwhile you may kindly send your invoice for the current year subscription.
Thanks and regards,
Venkiteswaran
On 20-06-2019 18:17, Varun R wrote:
Dear Sir,

Thank you for choosing Reculta. We are more than delighted to be associated with a reputed Institution like **Thiagarajar School of Management**. We really believe Reculta can change the way placements happen in **TSM**.

We are attaching the Proposal for **TSM** with the features offered and the pricing. Reculta is offered at a discounted flat pricing of INR 1 lakh for 480 Logins Inclusive of GST. We look forward to a long term association and sending an MoU for 5 years.

Once you revert back with your confirmation we will be able to send the Invoice and agreement copy. Looking forward to a speedy Implementation.

Varun R
Business Development Manager, Reculta
+91 8086215069

On Wed, Jun 26, 2019 at 10:28 AM accounts <accounts@tsm.ac.in> wrote:
Sir,

we enclosed the GST certificate for your reference.
Billing Address:
Thiagarajar School of Management
(unit of Manickavasagam Charitable Foundation)
Pamban Swamy Nagar,
Tiruparankundram
Madurai - 625005
0452 2484099

Thanks & Regards
Sasikala P
Accounts Officer
Thiagarajar School of Management (Unit of MCF)
Tiruparankundram
Madurai - 625005
Landline: 0452 - 2484099
Mobile: 9976991179 / 9688543747

From: Venkiteswaran
Sent: Sunday, June 23, 2019 4:19 PM
To: Varun R
Cc: Venkiteswaran; venkiteswaran@gmail.com; Utsav Bhattacharjee; Kajal Malik; Vignesh K; Senthil V; Sivasakthi.G; Palaniappan; accounts
Subject: Re: 360 degree Campus Placement Management? Transparency and Efficiency? We have an answer!

Thanks, Varun. Have requested our accounts department to send you the details
Thanks and regards,
Venkiteswaran
On 23-06-2019 15:33, Varun R wrote:
Dear Sir,

Thank you for choosing Reculta. Please do share the mentioned details for generating the invoice.

1. Billing Address
2. Full Name of the Entity that needs to be mentioned on the invoice
3. GST Number

Dear Sir,

Please update status.. to go forward...

Thanks & Regards,
Suba Ala Palaniappan
Senior Manager _ Finance & Admin
Thiagarajar School of Management,
Madurai-625005
Contact: 70942 61291, 9585957756

Teamwork- Works

Dear Sir,

Trust you are doing good.

Thank you for choosing Reculta. As Discussed I am sending you the Invoice for Reculta
Subscription. Once the payment is done we can start with the Implementation process.
Looking forward for a speedy implementation.

Varun R
Business Development Manager, Reculta
+91 8086215069

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PRO FORMA INVOICE

Reculta Solutions Pvt. Ltd.

205, 3rd Floor, Spazedge Tower A, Spazedge I
Metro Town, Sohna Road, Sector 47, Gurgaon, Haryana, 122002
GSTIN No 06AAICR3777G1ZI
CIN No. U03RXXL2017PTC319766

Bill to	Place of Supply			INVOICE No	Date
Thiagarajar School of Management	Thiagarajar School of Management				
(unit of Manikkavasagam Charitable Foundation)				RSPL/45-2019-07	25-Jan-19
Pamban Swamy Nagar, Thiruvanikandam					
Madurai - 633000					
GSTIN No. 33AAATM4917G2ZR	HSN CODE	QTY	Duration	RATE	Amount
Reculta Saas Platform	997331	NA	1 year starting 25th June 2019		084,746
Total					084,746
Taxable Value					
ADD IGST 18%				18%	015,254.24
Total					01,00,000

Due Date - IMMEDIATE

Amount Chargeable (in words)
Rupees One Lakh only
Company's PAN: AAJCR9777G

Note: - Please make a NEFT transaction to
Company Name - "Reculta Solutions Pvt. Ltd."
Account Number: 50200031133103
IFSC code: HDFC0004186

For Reculta Solutions Pvt. Ltd.

This invoice is generated electronically and does not require a
sign and stamp

ANNEXURE	
No. of logins created	400

SAAS SERVICES ORDER FORM

Customer: Thiagarajar School of Management	Contact: N. Venkiteswaran
Address: Thiagarajar School of Management (unit of Manickavasagam Charitable Foundation) Pamban Swamy Nagar, Tiruparankundram Madurai - 625005 0452 2484099	Phone: 9742136025
	E-Mail: venkiteswaran@tsm.ac.in

Services: Reculta Solutions Private Limited provides a software based solution to improve the Placement processes for both the Institute (Placement Team and Students) and the Companies recruiting from the institute, thereby increasing the efficiency of On-campus placements. The Services shall be read along with the Terms of Service provided in the SAAS Agreement as well as Annexure A which is attached with the said Agreement.

Subscription Fee for the Services:	**Initial Service Term:** One Year
INR 1,00,000/- (including GST) for the service period, payable in advance, subject to the terms of Section 3 provided in the SAAS Agreement. Plus, any one time charges, if any as mentioned in Annexure A.	

Service Capacity: 20 Placement Team Logins, 1 SPOC login, 480 student logins, and 1 test login for the the students of Batch 2018-20 and of batch 2019-21 of TSM.

The terms governing the Service Capacity shall be read along with the SAAS Agreement and Annexure A with the said Agreement.

CUSTOMER SIGNATURE

COMPANY SIGNATURE

SAAS AGREEMENT

This 'Software as a Service' Agreement (hereinafter referred to as this "Agreement") is entered on this _____ (_th) day of May 2019.

By and Between:

Reculta Solutions Private Limited, having its principal place of business at Gurgaon hereinafter referred to as "Company" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

Thiagarajar School of Management having its registered office at Madurai, India and being represented by N. Venkiteswaran in his capacity as Director (hereinafter referred to as "Customer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Second Part.

The Company and Customer shall herein after jointly be referred to as the "*Parties*" and severally as the "*Party*".

WHEREAS: -

1. The Company is in the business of providing software based solution to improve the placement processes for educational institutes (for both the placement team and students) as well as companies recruiting from the said educational institutes, thereby increasing the efficiency of On-campus placements. ("**Business**").

2. The Customer is an education institution based in Siruseri, Chennai providing professional education to students.

3. The Customer wishes to use the Company's service in its business operations. The Company has agreed to provide and the Customer has agreed to take, access, utilise and pay for the Company's service subject to the terms and conditions of this Agreement as provided below:

AGREED TERMS AND CONDITIONS:

1. SERVICES TO CUSTOMER

1.1. **Services:** The Company shall provide a subscription based access to their software solution via a web based platform ("**Platform**") for delivering online solutions to

2

improve the campus placement/hiring processes for the Customer and provide all other services which are reasonably required for productive use of such software & Platform including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery. ("**Services**"). The Services shall be provided in accordance with the specifications listed in **Annexure A**. For the sake of clarity, the Platform refers to the interface and delivery mechanism for delivery of the Services through the internet on computers, which is developed by the Company and made available on its own website.

1.2. **Number of Authorized Users**: For the purpose of this Agreement and all subsequent transactions and pruposes, an **Authorised User** would refer any user of the Services who has been authorized by the Customer to access all such Services being provided by the Company on the Platform, including but not limited to Placement Team, SPOC for the Customer, students and any tester of the Services. For the purpose of this Agreement, authorization and Central Authorization as defined in Clause 1.3 shall be read to have the same meaning.

Each and every Auhorised User shall be prompted to accept additional **Terms & Conditions** when they login for the first time on the Platform to accept the Services. Use of the Services on the Platform for each Authroized User shall be conditional to the acceptance of these Terms and Conditions by the Authorized User. These Terms and Conditions are also appended in **Annexure C**.

The Company shall provide the Services to the Customer based on number of Authorized Users, determined between the Parties and recorded in the Order Form as well as Annexure A. The Customer can increase the number of Authorized Users on an as-requested basis, however, every additional Authroised User shall be charged on a per Authorised User basis.

1.3. **Central Authorization**: As part of the initial registration process, the Company shall create a central administrative username and password for the Customer's account through which the central user can create the profiles of the other Authorized Users determined between the Parties. The Company reserves the right to refuse registration of or cancel passwords of the central administrative account as well as other Authorized Users it deems inappropriate.

1.4. **Training Services**: The Company shall provide the Training Services, if needed to the Customer, as described in an Annexure A.

1.5. **Control and Location of Services**: The method and means of providing the Services shall be under the exclusive control, management, and supervision of the Company, while giving due consideration to the requests of Customer. Except as otherwise

specified in Annexure A, the Services (including data storage), shall be provided solely from within India and on computing and data storage devices residing therein.

1.6. **Documentation:** The documentation for the Services (the "**Documentation**") will accurately and completely describe the functions and features of the Services, including all subsequent revisions thereto. The Documentation shall be understandable by a Customer and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the Services. The Documentation shall be provided to the Customer post the deployment via email registered with the Company.

1.7. **Limitations on Usage of Services, Platform, Implementation Services, Software on the Customer:** The Customer agrees to use the Services & the Platform as per the usage stated in the Order Form, Annexure A and the terms of this Agreement. The Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this entire Agreement, the Company's standard published policies then in effect and all applicable laws and regulations. The Company has the right to prohibit any use of the Services it sufficiently believes to be (or alleged to be) in violation of the foregoing with or without prior notice. In case there is any loss that is caused to the Company due the violation of the Customer's use of the Services, the Customer agrees to indemnify and hold harmless Company against any such damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises due to the said violation.

2. **ADDITIONAL SERVICES/ IMPLEMENTATION SERVICES/ MAINTENANCE/ SUPPORT**

   2.1. **Technical Support:** The Company shall provide the Technical Support, reasonably necessary to provide the Services. The Technical Support is described in detail in **Annexure B**. The Services Fees shall be inclusive of the fees for the Technical Support.

   2.2. **Maintenance:** The Company shall provide corrections, modifications, enhancements, upgrades to the Services to ensure proper functionality of the Services, conforming in all material respects to all the criteria set forth in the applicable Annexure A and the Documentation, subject to the representations, warranties and warranty disclaimer set forth in this Agreement. The required notice on any maintenance work to be performed by the Company shall be provided by the Company via email to the SPOC of the Customer. The Company shall give the Customer an advance 2 days' notice if the Company is providing any corrections, modifications, enhancements, upgrades to the Services or if AWS is not working (subject to AWS providing an advance 2 days' notice to the Company about the non-performance of their internal server).

3. **PAYMENT TERMS**

3.1. The Customer will pay the Company the fee set forth in each Order (the "**Subscription Fee**") for each Term, which is payable in advance before the access to the Services is provided to the Customer.

   3.1.1 If the Customer pays the Subscription Fee within 15 working days of receipt of the Invoice, a discount equivalent to 5% (five per cent) of the total Invoice value (inclusive of GST) shall be adjusted by the Company in next subscription.

   3.1.2 If the Customer pays the Subscription Fee post 30 working days have elapsed from the receipt of the Invoice, a late payment penanlty of 5% (five per cent) of the total Invoice Value (inclusive of GST) shall be levied. This penalty will be raised to 10% (ten per cent) of the total Invoice value (inclusive of GST), if the payment is not made within 60 working days from the date of receipt of the Invoice.

   3.1.3 For the purpose of Clause(s) 3.1.1 and 3.1.2, 'working days' shall include all days of the week, excluding Sundays and any Gazetted holidays.

   3.1.4 The Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

3.2. **Customizations:** The Customer may request customizations to be made depending on its needs post deployment of the Services. The Company may also offer some additional Services to the Customer post deployment. Once agreed upon by the Parties, the Company shall levy a fee based on the customizations made, through invoices raised for the additional Services that is being performed by the Company. Such additional customizations post deployment shall be discussed and closed upon by the Parties and recorded over email.

3.3. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

3.4. The Company may choose to bill through an invoice for the Services or any Additional Services offered by the Company post the deployment of the Services, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 10% per month on any outstanding balance, or the maximum permitted by law, whichever is higher, plus all expenses of collection. Non- payment of invoices by the Customer beyond 30 days of raising the invoice may result in immediate termination of the Services by the Company. Re-initiation of services post termination will attract a re-initiation penalty of 25% of the amount mentioned in the Invoice issued

by the Company. Customer shall be responsible for all taxes associated with Services, based on Company's net income.

3.5. Invoice will be raised on the date of creation of logins and on the day of providing any additional services during the service term like:

3.5.1. Deployment of additional modules like scheduling system, reports dashboard

3.5.2. Other services which are not covered in this Agreement

4. CUSTOMER DATA AND PRIVACY

4.1. **Customer Data:** Customer is and shall remain the sole and exclusive property owner and shall own all right, title and interest in and to the Customer Data which shall include: (a) Customer data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information collected, used, processed, stored, or generated as the result of the use of the Services.

4.2. Notwithstanding anything mentioned in Clause 4.1, the Company shall have the right to collect and analyze the Customer Data and other information relating to the use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its Business. No rights or licenses are granted except as expressly set forth herein. The Company may also disclose Customer Data if required by applicable law or by proper legal or governmental authority. The Company will give the Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

4.3. The Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, Customer assumes such risks. The Company will make the best efforts to provide a secure and safe environment for the users of the product and to safeguard all confidential user data.The Company offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors, acts of omission/ commission of third parties. The Company will have no responsibility or liability for the accuracy of data uploaded to the System by Customer or available on the system as a result of upload and sharing by other Customers, including without limitation Customer Data and any other data uploaded by Authorized Users.

4.4. **Customer Data Backup, Migration and Compatibility**: As a part of the Services, the Company is responsible for maintaining a backup of Subscriber Data and for an orderly and timely recovery of such data if the Services may be interrupted. Unless otherwise described in an Annexure A, the Company shall maintain a contemporaneous backup of Customer Data that can be recovered within 1-7 days at any point in time.

5. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

5.1. The Parties acknowledge that each Party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. Each party (the "Receiving Party") also understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as **"Proprietary Information"** of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public Customer data provided by Customer to Company to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted to the Company in Clause 4) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

5.2. The Parties agree to hold all Confidential Information (as defined with respect to either Party in this Agreement) in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The Parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

6. PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

6.1. The Company shall own and retain all right, title and interest in and to, including without limitation (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any additional software, applications, inventions or other

technology developed in connection with the Services, Implementation Services or Support, (c) all intellectual property rights related to any of the foregoing (d) all graphics, user interfaces, logos, and trademarks reproduced through the Services and the Platform, (e) Proprietary Information described in Clause 5. This Agreement does not grant the Customer any intellectual property license or rights in or to the Services or Software or the Platform or any of its components. Customer recognizes that the Platform and its components as well as the Services are protected by copyright and other laws.

6.2. Either Party shall retain the right to their respective Intellectual Property Rights (IPR). Nothing in this Agreement is intended to confer, transfer, license, assign any IPR, registered or unregistered to each other.

6.3. Except as expressly set forth herein, no license is granted by either Party to the other in any of the Confidential Information or Services or Software or Platform or anything described in Clause 4.3, and/or Clause 5 and/ or Clause 6.1. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Services or Platform or Software.

7. PUBLIC ANNOUNCEMENT OF THE PARTNERSHIP

The Customer agrees to make public the partnership between the Company and the Customer, by making a minimum of six posts on various social media like LinkedIn, Facebook and Twitter. These posts will be made over a period of six months from the date of signing of the Agreement and will be made upon request by the Company. The posts will be made from the official social media accounts of the Customer.

8. REPRESENTATIONS AND WARRANTIES

8.1. **Mutual:** Each Party individually represents and warrants that:

8.1.1. it is duly incorporated, validly existing, and in good standing under the laws of incorporation;

8.1.2. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

8.1.3. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

8.1.4. it shall comply with all applicable central & state laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all

applicable permits and licenses required of it in connection with its obligations under this Agreement; and,

8.1.5. there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

8.2. **By Customer:** The Customer represents and warrants that:

8.2.1. The Customer shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services & Platform; modify, translate, or create derivative works based on the Services & the Platform or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels which is part of the Services and the Platform.

8.2.2. The Customer shall not commission or enter into talks with other entities to develop similar solutions or products to perform the functionality of the Company's Services & Platform and Software responsible for performance of the Services, without intimating the Company.

8.2.3. The Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations.

8.2.4. The Customer shall solely be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like ("**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.The Company is not responsible for any violation of the Customer Data or any Confidential Information that occurs for the Customer due to the usage of such Equipment.

8.3. **By the Company:** The Company represents and warrants that:

8.3.1. The Company is validly constituted under the laws of India, is authorized to enter into this agreement and has necessary legal and intellectual property rights in the

materials, functionality and other components of the Services necessary to perform its obligations under this agreement.;

8.3.2. It shall disclose any third-party (which shall, for purposes of this Agreement, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is necessary for the performance of the Services and it shall maintain in-force written agreements with such third-party.

8.3.3. It has the expertise to perform the Services in a competent, workmanlike, and professional manner in accordance with and matching/ exceeding the applicable industry standards;

8.3.4. It will use commercially reasonable efforts to ensure that no computer viruses, malware, or similar items are introduced into the Customer computing and network environment by the Services.

8.4. **Warranty Disclaimer:** The Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. However, the Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. The Company does not warrant that the services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. Except as expressly set forth in this Section, the Services and Implementation Services are provided on "as is" basis and the Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement

8.5. **Limitation of Company's Liability:** Notwithstanding anything to the contrary, the Company, its officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of this Agreement or terms and conditions related thereto under any contract, negligence, strict liability (a) for error or interruption of use or for loss or inaccuracy or corruption of any Customer Data or cost of procurement of substitute goods, services or technology or loss of business; (b) for any indirect, exemplary, incidental, special or consequential damages; (c) for any matter beyond Company's reasonable control as defined in Clause 12.1; or (d) for any amounts that, together with amounts associated with all other claims, exceed the fees paid by the Customer to the Company for the Services under this agreement in the 12 months prior to the act that gave rise to the liability. In case of non-performance of the Services as promised, the maximum liability of the Company shall extend to the measurable loss or

refund of up to one year's fees, whichever is lower. This Clause shall not apply to Clause 5, Clause 8 and intellectual property violation by the Company.

9. INDEMNIFICATION

9.1. The Company shall hold Customer harmless from liability to third parties resulting from breach of any provisions of this Agreement by the Company, misrepresentation,breach of confidentiality obligations, infringement by the Service of any patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement.

9.2. The Company shall hold Customer harmless from the economic consequences of any intellectual property infringement litigation. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

10. TERM AND TERMINATION

10.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form and/or Annexure A. The Agreement can be renewed beyond the Initial Service Term after discussion between the Parties in writing on such renewal and may result in signing of a new Agreement.

10.2. In addition to any other remedies it may have, either Party may also terminate this Agreement upon thirty (30) days' written notice to the other Party, for convenience. The Agreement may be terminated by the Company with immediate effect due to non-payment of the fees by the Customer. The Customer agrees to pay in full for the Services up to and including the last day on which the Services are provided by the Company, in case of termination by the Customer for any reason whatsoever.

10.3. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days post termination, but thereafter Company will delete the stored Customer Data. All sections of this Agreement which by their nature will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

10.4. Subject to a change in ownership of the Company (acquisition, merger etc), and prior to the completion of such transfer of ownership, the Company will undertake the best efforts to allow assignment of this and other existing contracts to the new owners. Irrespective of the outcome of such efforts, the following options shall remain open to the Customer:

10.4.1. Customer can choose to continue the contract with the new owners.

10.4.2. Customer can choose to terminate the contract.

10.4.3. Customer can renegotiate the terms of the contract with the new owners.

11. NOTICES

Any notice or other communication to be given by one Party to any other Party under, or in connection with, this Agreement shall be made in writing and signed by or on behalf of the Party giving it. It shall be served by email and shall be deemed to be duly delivered when the email is sent, or shall be deemed to be duly given or made when delivered (in the case of personal delivery), or 4 (four) days after being despatched in the post or courier, postage prepaid, or by registered mail to such Party in the address specified below:

Company
Address: No 206, 2nd floor, Spaze Edge. Sector 47, Sohna Road, Gurgaon, Haryana, PIN 122001
Email: utsav@reculta.com

Customer Address: Thiagarajar School of Management
(unit of Manickavasagam Charitable Foundation)
Pamban Swamy Nagar,
Tiruparankundram
Madurai - 625005
0452 2484099
Email: venkiteswaran@tsm.ac.in

12. DISPUTE RESOLUTION

12.1. This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the competent courts in Delhi In the

event a dispute or difference arises in connection with the interpretation or implementation of this Agreement, the Parties to the dispute shall attempt in the first instance to amicably resolve such dispute through mediation or conciliation as agreed by the parties in writing. If the dispute is not resolved within 30 (thirty) days from the date of commencement of discussions or such longer period as the Parties agree in writing, then a Party shall refer the dispute to arbitration in accordance with the Arbitration and Conciliation Act, 1996

12.2. Any and all dispute/difference between the Company and the Customer including in relation to interpretation of this agreement shall be mandatorily referred to arbitration by a sole arbitrator. In case the parties are unable to agree upon a sole arbitrator within 15 days of the written notice of dispute being received by the other party, the dispute shall be decided by an arbitral tribunal comprising three members, with one arbitrator appointed by each Party, and the two appointees jointly selecting the third arbitrator. The process of appointment of the tribunal shall be completed within 1 month of the written notice being received by the other party.

12.3. The arbitrator shall be a lawyer with at least 5 years of practising experience in commercial law, transactions and litigation. The fee for the sole arbitrator or the arbitral tribunal shall be in accordance with the Fourth Schedule of the Arbitration and Conciliation Act, 1996.

12.4. The Arbitrators shall not be limited by the Code of Civil Procedure, 1908 and the Indian Evidence Act and shall be free to chart out the procedure to be followed in arbitration.

12.5. Final award must be passed by the arbitrators within 60 days of the appointment of the sole arbitrator or the constitution of the tribunal, as the case may be. The parties agree that this period is consistent with and within the outer limits prescribed in the Arbitration and Conciliation Act, 1996 for passing of arbitral award.

12.6. The proceedings of arbitration and the award shall be made in English. In case of delays, the arbitrator shall have the power to award costs against the defaulting party.

12.7. The venue of proceedings shall be in Delhi and the arbitration shall be subject to The Arbitration & Conciliation Act, 1996 and rules framed there under and under the exclusive jurisdiction of the courts at Delhi.

12.8. The fees payable to the arbitrators (excluding any costs imposed for delay, but including arbitrator fees and costs but excluding any filing fee payable by a Party commencing the arbitration) shall be borne equally by the Parties.

12.9. In case of fast track arbitration, arbitration shall be conducted as per fast track procedure under Section 29B of the Arbitration and Conciliation Act, 1996. The arbitral tribunal

shall decide on the basis of written pleadings, documents and submissions filed by parties without oral hearing, unless both parties request for an oral hearing or the tribunal considers it necessary to have oral hearing for clarifying certain issues

12.10.   For any issue with the Arbitral Award or any other legal issue that arises in relation to this Agreement, the courts in Delhi shall have exclusive jurisdiction to handle any such issues

12.11.   Notwithstanding the aforesaid provisions of this Agreement, in the event of any breach or apprehended breach of the provisions of this Agreement, the Parties shall be entitled, in addition to all other remedies, to an injunction, whether interlocutory or preliminary, restraining any such breach, without recourse to arbitration.

13. MISCELLANEOUS

13.1. **Entire Agreement:** The terms of this Agreement, read with the Order Form, all the attached Annexures and the Company's Policies are the entire Agreement and understanding with respect to the subject matter hereof. This Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

13.2. **Force Majeure:** Neither Party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance.

13.3. **Assignment of Agreement:** The Company can directly or indirectly assign this Agreement or the rights or duties created by this Agreement, only if such assignment is effected in connection with a sale of the Company's assets or stock or through merger, an insolvency proceeding , after providing written information to the Customer of such assignment.

In the case of an assignment by the Company, the Company represents and warrants that it has all requisite rights and power to transfer any agreements or other rights with third-parties whose software is incorporated into the Services or who are necessary for the performance and use of the Services.

The Company shall not assign this Agreement without the written consent of the Customer except as provided hereinabove.

13.4. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

13.5. **Amendments:** No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all signatories to this Agreement.

13.6. **Severability:** If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid or excessively broad/ ambiguous by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to Persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

13.7. **Waiver:** The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THESE TERMS AND CONDITIONS.

Signature: _____   **Signature:** _____

For: **Reculta Solutions Pvt. Ltd.**   For: **Thiagarajar School of Management**
By: Utsav Bhattacharjee   By: _____
Designation: Director   Designation: _____

ANNEXURE A

Statement and Scope of Work

Annexure A provides the features that will be part of the Services.

The Services will be provided as per the specification in this Annexure, which will be shown to the Customer in a demo conducted for the Authorized Users

Part I – THE SERVICES

a) Start Date and End Date: 1st August, 2019 to 31st July, 2020

b) Authorized Users and Services Fees.

20 Placement Team Logins, 1 test login, 1 SPOC login and 480 student logins for the Batch 2018-20 and 2019-21 of Thiagarajar School of Management, Chennai.

Service Fee: INR 100000 (inclusive of GST) for the service period, payable in advance, subject to the terms of Section 3 provided in the SAAS Agreement.

c) Features of the Services:

Pre-placement related activities

Database Management

- Performance reports –
  - Expected offers by domain and Sector mapped to student interest
  - Performance report for each member in the placement team (No. of companies tracking vs no. of companies confirmed)
  - View of confirmed companies vs companies in pipeline
  - View of expected average salaries by domain

- A structured database that keeps track of the recruitment status with respect to each company (Interested / confirmed / denied)
- History of recruitment with respect to each company (Expected / Applied/ Shortlisted/ Offered and any comments)
- Archives of completed placement processes

Student/ Batch Management

- A snapshot of the entire batch will be available to the Placement Team at all times. This snapshot can be downloaded in different formats and can be used to pitch to the companies. It will be available in two formats:
    - Charts
    - Excel (online view and download available)
- Freezing/ unfreezing of the profiles will be available on click of a button

CV Verification

- Online resume builder - based on the details entered by the student, the resume gets auto-generated as per the format of the Institute
- CV format used will be provided by the Institute
- Easy and efficient CV verification by validating proofs online

Application Management

- Create separate processes for every batch and manage them effectively (2019 summers, 2018 Laterals etc.)
- Invite applications for companies added to a process with **pre-set eligibility criteria**
- Declare shortlists
- Notify students over email / via portal for new applications, deadlines, reminders, shortlist etc.
- Placement Team can download applicant Resume and Profiles on a click of a button and send it to companies

Industry Connect

- Easy for students to view the details of the companies visiting through the "news feed" feature
- Students read through what they like using the "Subscribe" feature
- Placement team will be able to monitor the content posted by the companies before the students view it
- One way communication only from companies to students, student names or any other information pertaining to the students will not be visible to companies

Security

- Corporate Contact database would be encrypted with the best encryption commercially available. Encryption key will be generated by the placement team and would only be available to them to access data

- If the encryption key is not available users will only see junk and the key will only be available to the placement team, even the service provider will not have a copy of the same
- Access controls can be provided within the team to manage information handling
- All data on Reculta is managed using Amazon Web Services (AWS), which is the first and only global Cloud service provider (CSP) to achieve full empanelment for delivering Public Cloud services to government customers in India. For more information on Cloud Security, please visit https://aws.amazon.com/compliance/data-privacy-faq/

Student Notifications

- Student will be provided notifications via 3 mediums:
    - **Mobile App**
    - **Email** on the registered Student ID
    - **In-App** notifications on WebApp
- Placement Team can initiate notifications (as reminders) at multiple instances to maximize applications for a company
- Notification are triggered at various levels – Invitation to a company's application, reminders to apply, deadline extensions, shortlist declarations, notifications for proof rejection during Verification process etc.

Reports

- For analysis and reports which are above and beyond those available on the platform, Reculta will generate and deliver such analysis/reports for a fee upon request from Thiagarajar School of Management-

Note: Placement Teams are the sole point of contact for the companies via Reculta. All activities interfacing the Companies will be done solely by the placement team, the design of the product takes care of this requirement.

Part II – Additional services

a) Reports
For analysis and reports which are above and beyond those available on the platform, Company will generate and deliver such analysis/reports for a fee upon request from the Customer

b) Additional features
For such features which will be made available to users above and beyond those currently available on the platform, Company will offer the use of such features to the Customer at a fee, which will reflect as an increment in the annual subscription fee per Authorized Data Set (per campus).

Part III - Step-by-step sequence of actions to be performed by both sides

a) Agreement to be signed, post-demo provided to the Customer

b) Invoice raised by the Company
c) Payment released by the Customer
d) Company provides the tentative timeline for the development and testing of the customizations *within* the company.
e) The agreed customizations will then be tested by the customer
f) Final deployment

Part IV - Performance Metrics for availability of the services

The software will be accessible 99.99% of the time. In case of a serious shortfall or default in providing the Services, the user designated as the authorized representative of the Customer will give the Company 5 working days' time to resolve the issue, for which no payment will be deducted. In case of a longer default, the company will give pro-rata credits equivalent to the amount of cash, which will be offset against the next year's renewal fee. For example, if Services have not been restored for 10 days and the Customer has followed the procedure described above, he shall be provided 10 days' of credit which will be offset against his renewal fee. Continuous non-performance of the Services or maintenance of the Service Levels as described in this annexure for a period of 15 days shall entitle the Customer to terminate the Agreement immediately.

Annexure- B

Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on 24*7 on the working days. Working days include all the weekdays excluding the holidays declared by the Central Government.

Customer may initiate a helpdesk ticket during Support Hours by calling [8373988131] or any time by emailing [support@reculta.com].

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within two (2) business days.

The Company will also provide an escalation procedure to resolve requests that are not responded within the above timeframe or are not satisfactorily resolved. Following are the contact details:

Name: Vidyarthi Baddireddy

Email Id: vidyarthi@reculta.com

Annexure- C

Terms and Conditions for Authorised Users

1. The access and use of the Services by the Company via its Platfrom shall be governed by these Terms and Conditions for all **Authorised Users** seeking to access/ use the Services.

2. An Authorised User would refer any user of the Services who has been authorized by the Customer to access all such Services being provided by the Company on the Platform, including but not limited to Placement Team, SPOC for the Customer, students and any tester of the Services.

3. The Authorised User acknowledges that all right, title, and interest in and to the Services and the Software, together with its codes, sequences, derivative works, organization, structure, interfaces, any documentation, data, trade names, trademarks, or other related materials (collectively, the "Provider IP"), is, and at all times shall remain, the sole and exclusive property of Provider. The Provider IP contains trade secrets and proprietary information owned by Provider and is protected by copyright laws of India (and other laws relating to intellectual property). Except the right to use the Services, as expressly provided herein, this Agreement does not grant to Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licenses with respect to the Services or the Software.

4. The Authorised User shall not attempt, or directly or indirectly allow any other third party to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit or distribute all or any portion of the Services and/or Software in any form or media or by any means.

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5. Limited Warranty: Company warrants that it has the power and authority to grant the subscription for the Services granted to Authorised User hereunder. EXCEPT FOR THE WARRANTY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS," AND PROVIDER DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABLITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Remedy and Liability: The Authorised User represents that it accepts sole and complete responsibility for: (i) the selection of the Services to achieve Authorised User's intended results; (ii) use of the Services; (iii) and the results obtained from Services. Company does not warrant that the Authorised User's use of the Services will be uninterrupted or error-free. Authorised User shall not assert any claims against Company based upon theories of negligence, gross negligence, strict liability, fraud, or misrepresentation, and Authorised User shall defend Provider from any demand or claim, and indemnify and hold Company harmless from any and all losses, costs, expenses, or damages, including reasonable attorneys' fees, directly or indirectly resulting from Authorized User's use of the Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED UPON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Any action under or concerning the use of the Services shall be brought exclusively in the Court Of Delhi. The Authorised User and Company irrevocably agree and consent that said forum is convenient and has jurisdiction to hear and decide any such action.

8. If any provision in these Terms and Conditions shall be held illegal, void, or unenforceable due to any cause whatsoever, the remaining portions shall remain in full force and effect.

9. Company will not be held responsible for any delay or failure in provision of the Services to the extent that such delay is caused by events or circumstances beyond the Company's reasonable control, including but not limited to fire, flood, storm, act of God, war, malicious damage, failure of a utility service or transport or telecommunications network.

BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND CONDITIONS, UNDERSTOOD IT, AND AGREE TO BE BOUND BY THEM. IF YOU DO

NOT AGREE TO THE TERM OF THIS AGREEMENT, DO NOT USE THE SOFTWARE APPLICATION AND/OR THE DATA, AND EXIT NOW.

Dear Sir,

Please update status.. to go forward...

Thanks & Regards,
Suba Ala Palaniappan
Senior Manager _ Finance & Admin
Thiagarajar School of Management,
Madurai-625005
Contact: 70942 61291, 9585957756

Teamwork- Works

Dear Sir,

Trust you are doing good.

Thank you for choosing Reculta. As Discussed I am sending you the Invoice for Reculta Subscription. Once the payment is done we can start with the Implementation process. Looking forward for a speedy implementation.

Varun R
Business Development Manager, Reculta
+91 8086215069

A portfolio company of
c!je

On Wed, Jun 26, 2019 at 10:28 AM accounts <accounts@tsm.ac.in> wrote:
Sir,

we enclosed the GST certificate for your reference.
Billing Address:
Thiagarajar School of Management
(unit of Manickavasagam Charitable Foundation)
Pamban Swamy Nagar,
Tiruparankundram
Madurai - 625005
0452 2484099

Thanks & Regards
Sasikala P
Accounts Officer
Thiagarajar School of Management (Unit of MCF)
Tiruparankundram
Madurai - 625005
Landline: 0452 - 2484099
Mobile: 9976991179 / 9688543747

Thanks, Varun. Have requested our accounts department to send you the details
Thanks and regards,
Venkiteswaran
On 23-06-2019 15:33, Varun R wrote:
Dear Sir,

Thank you for choosing Reculta. Please do share the mentioned details for generating the
invoice.

1. Billing Address
2. Full Name of the Entity that needs to be mentioned on the invoice
3. GST Number

Along with the invoice we will also share the draft agreement. Looking forward to a speedy implementation

Varun R
Business Development Manager, Reculta
+91 8086215069

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On Sun, Jun 23, 2019 at 1:26 PM Venkiteswaran <venkiteswaran@tsm.ac.in> wrote:
Dear Varun,

Thank you for your email following up on your visit to TSM and discussion with us. As discussed we are in principle agreeable to your proposal. We will get back to you regarding the MOU on later this week on my return to TSM from my current travel commitments. In the meanwhile you may kindly send your invoice for the current year subscription.
Thanks and regards,
Venkiteswaran
On 20-06-2019 18:17, Varun R wrote:
Dear Sir,

Thank you for choosing Reculta. We are more than delighted to be associated with a reputed Institution like **Thiagarajar School of Management**. We really believe Reculta can change the way placements happen in TSM.

We are attaching the Proposal for **TSM** with the features offered and the pricing. Reculta is offered at a discounted flat pricing of INR 1 lakh for 480 Logins Inclusive of GST. We look forward to a long term association and sending an MoU for 5 years.

Once you revert back with your confirmation we will be able to send the Invoice and agreement copy. Looking forward to a speedy Implementation.

Varun R
Business Development Manager, Reculta
+91 8086215069

On Mon, Jun 17, 2019 at 4:25 PM Varun R <varun.r@reculta.com> wrote:
Dear Sir,

It was a pleasure talking to you over phone. As discussed our team will be coming down to campus on 20th June at 11 am to give a product demo to you and the placement team and to discuss how Reculta can change they way campus placements happens at **TSM**. I will shortly share a calendar request. Looking forward to meeting you in campus.

Varun R
Business Development Manager, Reculta
+91 8086215069

On Tue, Apr 9, 2019 at 2:50 PM Varun R <varun.r@reculta.com> wrote:
Dear Prof. Venkiteswaran,

Greetings from Reculta!

I am writing to you to introduce Reculta, an Intelligent software for 360 degree management of Campus Placements.

Campuses like **IIM Ahmedabad, IIM Calcutta, NMIMS, IIFT, FMS, SP Jain Global, IMT and a lot more** are currently running placements on Reculta. We recently featured in the Financial Express, VC Circle, Business Standard, Inc 42 and Economic Times for our work in the area of campus placements.

Reculta was founded by Vidyarthi, Kajal and Utsav (Placement team from IIM Ahmedabad and FMS Delhi) with the aim to help recruiters and institutions ease out placement practices and make it transparent.

Key Clients

During their MBA from IIM Ahmedabad and FMS Delhi, the team encountered several gaps in the current systems of campus placements, irrespective of the institutions. With the aid of technology, Reculta seeks to plug these gaps and provide significant benefits to colleges adopting this platform:

1. **Transparency**
All data and processes are digitized and on the cloud, free form the chances of manipulation.
2. **Control**
Gives control to you to manage each of the stakeholders involved – placement team, students, recruiters.
3. **Complete Oversight**
Get a bird's eye view on your placement process end to end, with analytics at institute, process, recruiter and even student level.
4. **Improve Placement Outcome**
We know institutes in our country are judged a lot by their placement outcomes. Reculta provides you the tools and functionality to garner insights and improve your placement outcome year on year.

And a lot more.....

It was a pleasure meeting you in campus. It would be great if we could have a meeting for 30 mins to discuss about Reculta and to give a short demo of the product. As discussed we will be happy to come down do campus on 29th or 30th of April as per your availability. We really believe we can simplify campus placements at **Thiagarajar School of Management** too. Will look forward to hearing back from you!

Varun R
Business Development Manager, Reculta
+91 8086215069

Reculta Solutions Pvt. Ltd.

300, 3rd floor, Spazedge Tower A, Spazedge I
Malibu Town, Sohna Road, Sector 47, Gurgaon, Haryana, 122002

GSTIN No 06AAICR3777Q1Z1 CIN No. U93090DL2017PTC319780

Bill to	Place of Supply				
Thiagarajar School of Management (unit of Manickavasagam Charitable Foundation) Pamban Swamy Nagar, Thepakulam Madurai -625005 GSTIN No: 33AAATM4517G2ZR	Thiagarajar School of Management			**INVOICE No** RSPL/19-20/H-07	**Dated** 26-Jun-19
	HSN CODE	QTY	Durati on	RATE	Amount
Reculta Saas Platform	997331	NA	1 year startin g 26th June 2019.		84,746
Total					84,746
Taxable Value ADD IGST 18%				18%	15,254.24
Total					1,00,000

Due Date - IMMEDIATE

Amount Chargeable (in words) Rupees One Lakh only Company's PAN: AAICR3777Q

Note - Please make a NEFT transaction to Company Name - "Reculta Solutions Pvt. Ltd." Account Number: 50200028131361 IFIC code: HDFC0004109

For Reculta Solutions Pvt. Ltd.

This invoice is generated electronically and does not require a sign and stamp