

EMBASE Educational Institutions Management Software Agreement

This Software as a Service Agreement (the "Agreement")
is made and entered into as of this
9th day of October 2019 (The "Effective Date")

Between EMDOT MINCETECH PRIVATE LIMITED, Here after Called 'MINCETECH'
(Seller)

And

GEMS COLLEGE OF ARTS AND SCIENCE, RAMAPURAM
an affiliated College under the University of Calicut (Buyer)

WHEREAS, MINCETECH is a developer, owner and licensor of scheduling software;
and

WHEREAS, BUYER is engaged in the service of Education sector; and

DEFINITIONS

MINCETECH: "MINCETECH Services" shall mean maintenance, consultancy, configuration, training, and any other services related to the provision of the Customer with MINCETECH software, EMBASE.

Buyer: "Buyer" shall mean an end-user of MINCETECH software (EMBASE).

Documentation: "Documentation" shall mean program documentation, user manuals, handbooks and other materials describing the use, design, installation, operation and maintenance of the MINCETECH Software, EMBASE.

MINCETECH'S GENERAL OBLIGATIONS

Documentation: The Documentation shall be the most recent version distributed by MINCETECH in the English language in the form of document files and one (1) set in hardcopy. BUYER acknowledges that the Documentation is protected by copyright and may be reproduced or translated only as permitted in this Agreement. Any translations of Documentation are derivative works and are owned by MINCETECH.

PLAN & PRICING

EMBASE software is categorized in to four different Plans. Each Plan varies with its modules and features.

- Selected Plan : EMBASE Lapis Plus
- Cost of the Plan (First Year) : Rs. 1,14,000 (for 1-2000 users)

- Second Year (AMC) : Rs. 20% of the cost of the Plan
- :

FOR EMDOT MINCETECH PRIVATE LIMITED

[Handwritten Signature]

DIRECTOR

[Handwritten Signature]

INVOICING & COMMERCIAL ARRANGEMENTS

Seller shall take responsibility for invoicing to the Buyer. Buyer is responsible for ensuring that invoices amount has been deposited within 5 calendar days, to MINCETECH.

Annual Maintenance Amount (AMC): MINCETECH prepare the invoices to the BUYER

Cost of the Plan: MINCETECH prepare the invoices to the BUYER in advance.

Business analysis, training, software development and software customization services (where carried out by MINCETECH) – TA + Rs. 2000 per day which shall be retained by the BUYER

Any late payments shall accrue interest at the rate of 12% annually. Such interest shall accrue daily and be compounded monthly and shall be calculated from the due date until the date payment is received.

In the event that BUYER does not remit funds to MINCETECH in the timeframes set out then MINCETECH reserve the right to; 1) suspend their activities with regard to the Buyer and with no liability to BUYER for delays on project delivery, and 2) terminate this agreement with BUYER with 15 days notice.

LIMITATION OF LIABILITY

IN NO EVENT SHALL MINCETECH AND IT LICENSORS OR BUYER BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, OR WHETHER CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT OR OTHERWISE.

EXCEPT AS SET FORTH, IN NO EVENT SHALL MINCETECH'S OR ITS LICENSORS' TOTAL CUMULATIVE LIABILITY FOR ANY DAMAGES TO BUYER OR ANY OTHER ENTITY EVER EXCEED THE AGGREGATE FEES PAID BY BUYER TO MINCETECH.

Nothing in this agreement excludes the liability of MINCETECH or its licensors (a) for death or personal injury caused by MINCETECH or its licensors' negligence; (b) for fraud or fraudulent misrepresentation; or (c) for any other liability which cannot be excluded or limited by applicable law.

CONFIDENTIALITY

Non Disclosure: The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees to protect the confidentiality of such information in a manner consistent with the way a reasonable person would protect similar Confidential Information. "Confidential Information" means the information and materials noticed or marked by MINCETECH or BUYER as confidential and proprietary, or which should reasonably be understood as confidential and proprietary given the nature of the information or materials. "Confidential Information" does not include information that (i) is already known to the receiving party at the time it is disclosed and has not been obtained wrongfully, (ii) becomes publicly known without fault of the receiving party, (iii) is

independently developed by the receiving party, (iv) is approved for release in writing by the disclosing party, (v) is disclosed without restriction by the disclosing party to a third party, or (vi) is disclosed pursuant to legal obligations beyond the control of the disclosing and receiving parties.

Legal Action: At MINCETECH's request, BUYER shall cooperate fully with MINCETECH in any and all legal actions taken by MINCETECH to protect its rights in the MINCETECH Software and in the MINCETECH Confidential Information.

TERM AND TERMINATION

Term: This Agreement shall take effect on the Effective Date and shall continue in force for Two (2) years (the "Initial Term"). Thereafter it will be renewed for one (1) year renewal terms unless terminated by either party with Sixty (60) days notice prior to the end of the initial or any renewal term.

Termination: Notwithstanding the provisions of the foregoing, this Agreement may be terminated in accordance with the following provisions:

Either party hereto may terminate this Agreement at any time by giving notice in writing to the other party, which notice shall be effective upon receipt, should the other party be in material breach of this Agreement and fail to cure such breach within thirty (30) days of written notice thereof, if an order is made or a resolution passed for the winding up or administration of the other party, or circumstances arise which enable a court of competent jurisdiction to make a winding up or administration order of such other party, if a receiver is appointed of the other party's assets or undertakings or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of such other party, or if the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt or insolvent or takes or suffers any similar or analogous action in any jurisdiction in consequence of debt or otherwise loses control over all or substantially all of its business.

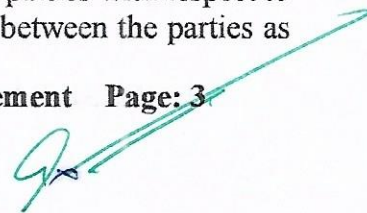
MINCETECH may terminate this Agreement with 30 days notice.

MISCELLANEOUS

Relationship. This Agreement does not make either party the employee, franchisee, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement each party shall be acting as an independent contractor.

Assignment: BUYER shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of MINCETECH. Any prohibited assignment shall be null and void. MINCETECH may transfer its rights and obligations hereunder to any company or other legal entity that is controlled by, controls or is under common control with MINCETECH. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the parties.

Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous agreements by and between the parties as



well as all proposals, oral or written and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this agreement. The parties acknowledge that they have not been induced to enter into this agreement by any representations or statements, oral or written, not expressly contained herein.

Amendment: This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by the parties hereto.

Severability: In the event that any of the terms of this Agreement are in conflict with any applicable rule of law or statutory provision or otherwise unenforceable under applicable laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

Counterparts: This Agreement shall be executed in two or more counterparts, and each such counterpart shall be deemed an original hereof. Any translation of this Agreement into any other language shall be for convenience purposes only and shall not be binding on any party.

Delay or Omission Not Waiver: No delay or failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

No Third Party Beneficiaries: No entities not a party to this Agreement shall be deemed third party beneficiaries, hereunder

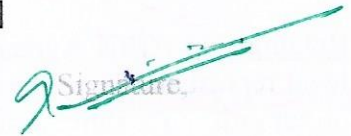
Professional Indemnity Insurance: Both parties agree to have in force and maintain with a reputable insurance company, Professional Indemnity Insurance exceeding hundred thousand.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

EMDOT MINCETECH PRIVATE LIMITED
FOR EMDOT MINCETECH PRIVATE LIMITED

[BUYER]


DIRECTOR


Signature

Signature (For MINCETECH

Signature (For BUYER)

Date: 31-10-2019

Date: -18/11/19

By: Nasar Perambra

By: Dr. Aravind Mohan

Title: Managing Director

Title: Principal

