

## AGREEMENT

**THIS AGREEMENT** is made and executed on this 10th day of August in the year 2015 by and between

**M/s ATME College of Engineering (ATMECE)**, an Engineering College is located at 13<sup>th</sup> KM, Bannur Road, Mysore – 570028 represented by the Principal, Dr.Basavraj L. hereinafter shall be called as the **FIRST PARTY** (which expression shall unless repugnant to the context mean and include his heirs, successors, assigns, administrators, executors, representatives-in-interest) of the **ONE PART**;

**AND**

**M/s EFFIA TECHNOLOGIES INDIA PRIVATE LIMITED (EFFIA)**, having its office at #14, Cunningham Road, Unit-301, 3<sup>rd</sup> Floor, HM Geneva House, Bangalore – 560 052, represented by its Director, **Sri Ajith A V**, hereinafter shall be called as the **SECOND PARTY** (which expression shall unless repugnant to the context mean and include the members or member for the time being of the said HUF and their respective heirs, assigns, administrators and executors) of the **OTHER PART**;

**WHEREAS,**

1. **FIRST PARTY** is Technical institute set up with the objective of preparing thoroughbred professionals for the global society of tomorrow and it presents best-in-class features and facilities to achieve such a lofty objective. Among the other highlights of the institute are its focus on cultural values, community service and linkages with leading institutions. With its sensitivity to the fast-changing needs of the ongoing knowledge-age, the institute envisions its evolution soon into a centre of excellence in engineering and management education, contributing true pacesetters of the future society.
2. **FIRST PARTY** for overall smooth functioning of the institutions, looking out for an I. T. solution provider who can provide end to end solution to the educational institutions and help them effectively manage the day to day administration of the institute and manage the voluminous data
3. **SECOND PARTY** is an Information Technology solution provider dedicated towards providing comprehensive Educational Management Solution to all kinds of educational institutions, has come forward to offer I.T. solution as desired by the **FIRST PARTY**, and in this connection has submitted a proposal dated 21<sup>st</sup> July 2015 , also after multiple discussion at the college premises and the revised offer from the **SECOND PARTY** dated 10th August 2015 , the **FIRST PARTY** has accepted the same and these documents shall form a part and parcel of this agreement.
4. The **FIRST PARTY**, after having detailed discussion and deliberation over the **SECOND PARTY'S** proposal has finally accepted to engage **SECOND PARTY** for providing I.T solution

  
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as desired by it and both the parties hereby have agreed to reduce the following terms and conditions in writing as mentioned hereunder;

Now, it is hereby agreed by the parties hereto as follows: -

**1. SCOPE OF THE SERVICE**

Scope of the service shall be as indicated in the proposal submitted by **SECOND PARTY** dated 21<sup>st</sup> July 2015, which is annexed to this agreement as **ANNEXURE – I**

**2. FINANCIAL ARRANGEMENT:**

**a. Pricing**

It is agreed between the parties that, the pricing for the solution provided by the **SECOND PARTY** shall be on a per student per month based model. In this model, **SECOND PARTY** provides the mentioned features too every student / parent / faculty / management of **FIRST PARTY** and the reports generated by the **FIRST PARTY** shall be free and not charged. **SECOND PARTY** shall host the solution on it's own secured server for the **FIRST PARTY**. The **FIRST PARTY** agrees to pay the **SECOND PARTY** at the rate mentioned below for number of students in the institute. However, **SECOND PARTY** shall issue login ids and credentials and provide service to teaching, & non-teaching faculty free of cost.

Description	No. of Students	Amount (Rs.)
Deployment of End-to-End education management solution including hosting on a per student per month basis for the modules to the actual student account counts.	>1000	65.00
SMS facility for the above mentioned features per year	Lump sum	15,000.00

**Note:**

- i. The **FIRST PARTY** has an option to provide Smart Cards to its students /faculty and the **SECOND PARTY** agrees to integrate the same into its solution free of cost when the number of students is greater than 1000.
- ii. Cost of hardware like Smart Card Readers, Smart Card Printers, Kiosk with touch screen monitor, High Speed Scanner with ADF feature, Wireless and Wired Bar Code Scanner, etc shall be charged at cost.

**b. Payments**

All Payment payable to **SECOND PARTY** will be in Indian Rupees. **FIRST PARTY** agrees to make payments within 30 days of the invoice date. On non-receipt of the payments within 60 days after the due date the **SECOND PARTY** may have the

  
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any Content that may be lost or unrecoverable through use of the Services provided by the **SECOND PARTY**. **FIRST PARTY** agrees not to use the Services to share, store, or in any way distribute data that is not in accordance with the law. Any users suspected of having information which involves fraud, embezzlement, money laundering, insider trading, support for terrorism, or any other activity proscribed by law may have their accounts terminated, their data erased, and they also may be reported to law enforcement officials in the appropriate jurisdictions. **SECOND PARTY** is not responsible for the Content or data submitted on the application by the users of the **FIRST PARTY**.

- b. **FIRST PARTY** agrees not to use the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:
- i. Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
  - ii. Content or data that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);
  - iii. Except as otherwise permitted by **SECOND PARTY** in writing, advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
  - iv. Virus, trojan horse, worm or other disruptive or harmful software or data; and
  - v. Any information, software or Content which is not legally yours and may be protected by copyright or other proprietary right, or derivative works, without permission from the copyright owner or intellectual property rights owner.
- c. The **SECOND PARTY** may use the feedback, suggestion or ideas, in any way, including all future modifications provided by the **FIRST PARTY** at no cost.
- d. The **SECOND PARTY** may, but has no obligation to, monitor the **FIRST PARTY**'s content on the services from time to time. The **SECOND PARTY** may disclose any information necessary or appropriate to satisfy our legal obligations, protect EFFIA or its customers, or operate the Services properly. EFFIA, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

  
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- c. Users access **SECOND PARTY** EMS Application only with a valid username and password combination. Users are prevented from choosing weak or obvious passwords. An encrypted session ID is used to uniquely identify each user.
- d. Robust application security model prevents **SECOND PARTY'S** other customer from accessing **FIRST PARTY'S** data. This security model is reapplied with every request and enforced for the entire duration of a user session.

## 12. CONFIDENTIALITY

- a. **SECOND PARTY** does not misuse the data that is shared by the **FIRST PARTY**.
- b. **SECOND PARTY** will not review, share, distribute, or reference any such Customer Data except as may be required by law in consultation with the **FIRST PARTY**. In accordance with this Agreement, **SECOND PARTY** may access **FIRST PARTY** Data only for the purposes of providing the services, preventing or addressing service or technical problems, in connection with customer support matters, or as may be required by law.
- c. Without limiting the above, **SECOND PARTY** shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of **FIRST PARTY** Data. **SECOND PARTY** shall not (a) modify **FIRST PARTY** Data, (b) disclose **FIRST PARTY** Data except as compelled by law in or as expressly permitted in writing by **FIRST PARTY**(c) access **FIRST PARTY** Data except to provide the Services or prevent or address service o technical problems, in connection with customer support matters.
- d. Attempt to access any other services or solutions of EFFIA that are not a part of the services as mentioned in our proposal, leads to violation of the agreement and EFFIA reserves the right to terminate the services.
- e. **FIRST PARTY** agrees to the **SECOND PARTY** maintaining the data as per the **SECOND PARTY'S** policy and conditions. For safety and security, the **SECOND PARTY** stores the data in various locations, including countries outside India, and the **FIRST PARTY** agrees to the same. In such cases, the **SECOND PARTY** shall inform the **FIRSTPARTY** before doing such as activity.

## 13. CONTENT

- a. **FIRST PARTY** is legally responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") uploaded, posted or stored through use of the **SECOND PARTY'S** Services. **FIRST PARTY** agrees not use the Services for any illegal purpose or in violation of any applicable local, state, federal or international law. **FIRST PARTY** is responsible for

  
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#### **14. Community forums**

The Services may include a community forum to exchange information with other users of the Services and the public. Please use respect when you interact with other users. EFFIA does not support and is not responsible for the accuracy of others' content in these community forums. Do not reveal information in the community forum that you do not want to make public. Users may post hypertext links to content hosted and maintained by third parties for which EFFIA is not responsible.

#### **15. BACK UPDATA AND DISATURE RECOVERY**

- a. **SECOND PARTY** shall backup the **FIRST PARTY** Data daily and retain those backups on site.
- b. In the event that **FIRST PARTY** data is lost, **SECOND PARTY** shall restore the backup data.

#### **16. FORCE MAJEURE**

- a. It is agreed between the parties hereto that in the event of any of the conditions of FORCE MAJEURE existing as a result of which either of the parties hereto is unable to comply with and/or fails to perform any of their obligations/covenants under this agreement, and if each party gives to the other party a written notice of such event within 15 days after the occurrence or presence of such events informing the other party that due to existence of FORCE MAJEURE the party is unable to perform its obligation/covenants under this agreement then and in that event, the performance of such obligations/covenants shall be suspended during the period this inability continues.
- b. For the purposes of this agreement, FORCE MAJEURE shall interalia means and includes natural calamities, outbreak of war, hostility (whether war is declared or not) acts of foreign enemies, acts of God, riots, earthquakes, floods, fire, civil commotion, invasions, communal strikes, terrorism, political instability, insurrections, partial or total destruction or any similar cause beyond the control of the parties hereto affecting and in spite of exercise of due diligence by the parties, neither party's able to overcome resulting the parties hereto being unable to person their covenants, and/or obligations under this agreement.

#### **17. ADDITIONAL TERMS**

- a. **SECOND PARTY** does not give professional advice about the functioning of the institute or the day-to-day activities of the institute.
- b. The **SECOND PARTY** may tell the **FIRST PARTY** about other services, features, products it offers. In case the **FIRST PARTY** decide to use any of these, additional terms and conditions and separate fees may apply.



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- c. The **FIRST PARTY** and its users shall track their respective passwords and accept updates. If anyone becomes aware of any unauthorized access to any Services provided by the **SECOND PARTY** including theft or loss of passwords, the **FIRST PARTY** agrees to contact the **SECOND PARTY** as soon as possible. The Services provided by the **SECOND PARTY** may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve and enhance the features and performance of the Services and the **FIRST PARTY** agrees to receive these updates automatically as part of the Services.

#### 18. LANGUAGE

Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English.

#### 19. GENERAL.

This Agreement is the entire agreement between the **FIRST PARTY** and the **SECOND PARTY** and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. This Agreement may be modified only by a written amendment signed by the parties or as provided in this Agreement above. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. Either of the parties cannot assign or transfer ownership of this Agreement to anyone (except as expressly stated herein) without the prior written approval of the other party.

By signing below, I accept the Terms of Service as described above.

For **ATME COLLEGE OF ENGINEERING**

For **EFFIA TECHNOLOGIES INDIA PRIVATE LIMITED**

  
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ATME College of Engineering  
Name: D. Basavaraj  
Designation: Principal  
Date: 11 - 09 - 2015

  
EFFIA  
Name: Ajith A V  
Designation: Director  
Date: : 11 - 09 - 2015

  
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## 6. DISK SPACE

**SECOND PARTY** shall provide sufficient amount of hard disk storage space for the **FIRST PARTY** users to store their data. On no account the service shall not be disrupted for non availability of disk space.

## 7. INDEMNITY

Each of the Parties hereto agree to indemnify and save harmless the other, and any of its respective successors, licensees and assigns, from any and all losses, costs, liabilities, damages and expenses (including reasonable lawyers' fees) resulting any breach of any representation, warranty and/or covenant under this Agreement.

## 8. TERMINATION

- i) Either party may terminate this Agreement at anytime on sixty (60) days written notice to the other.
- ii) Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon ten (10) business days' prior written notice, unless the party receiving notice corrects the default within such ten business (10) day period.

## 9. SEVERABILITY

In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.

## 10. GOVERNING LAW AND JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of the Karnataka state and Law of India. To resolve any legal dispute arising from this Agreement, both the parties have agreed to the exclusive jurisdiction of courts in Bangalore, Karnataka, India. If any dispute were to arise between the **FIRST PARTY** and **SECOND PARTY** it should be got resolved through Arbitration Proceeding under Arbitration and Conciliation Act 1996. The Award under Arbitration Act shall be binding on both the parties.

## 11. DATA SECURITY

- a. **SECOND PARTY** agrees to deploy, up-to-date protection, and other security technologies, including proprietary products developed by it to safe guard **FIRST PARTY** data.
- b. **SECOND PARTY** uses good products / solutions to protect **FIRST PARTY** data and communications.



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right to discontinue the Services and charge additional interest @ 18% per annum on the delayed amount.

**c. Length of service**

Both the parties agree to an initial 10 years' contractual term of service with the actual counts of students for the respective years with the pricing hike of 5% to 10% in the costing depending on the additional features requested from the **FIRST PARTY**.

**d. Service start date**

It is mutually agreed between parties that, the services provided by the **SECOND PARTY** start with immediate effect and the implementation of the respective modules shall happen in parallel. The system shall be functional for PACE at the shortest possible time and as soon as the details requested by EFFIA is provided by the **FIRST PARTY**. **SECOND PARTY** agrees to maintain the project schedule as indicated in its proposal dated 21<sup>st</sup> July 2015

**e. Renewal by client**

This agreement will automatically renew for successive One Year term unless canceled in writing by the **FIRST PARTY** at least 30 days prior to the end of Term renewal date.

**3. TAXES**

The price indicated above is exclusive of all taxes. Taxes shall be as applicable at the time of invoicing. Any changes in the tax levied by the government same will be applicable.

**4. SUPPORT SERVICES**

**SECOND PARTY** agrees to provide Support Services as detailed in its Proposal annexed to this agreement as **ANNEXURE – I**. Apart from this the **SECOND PARTY** also agrees to provide 9 x 5 technical and support services to **FIRST PARTY** via telephone, and in case the issue is not rectified the **SECOND PARTY** shall depute personnel to rectify the same within 48 hours.

**5. TRADEMARKS & COPYRIGHTS**

It is mutually agreed between the parties that, Services are protected by copyright, trade secret, and other intellectual property laws. **FIRST PARTY** is only granted the right to use the Services, and **SECOND PARTY** reserves all rights of ownership in the Services granted to **FIRST PARTY** in writing here. As long as **FIRST PARTY** meet any applicable payment obligations and comply with this Agreement, **SECOND PARTY** grants right (except as expressly stated herein) to use the Services as mentioned in the proposal and is valid only for the period of this Agreement.

  
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