EMBASE Cloud Pro-Suit - Campus Management Software Service Agreement
This Software as a Service Agreement (the "Agreement")
is made and entered into as of this
15ᵗʰ day of June 2021 (The "Effective Date")

By and Between

1. **EMDOT MINCETECH PRIVATE LIMITED**, existing and organised under the Laws of Indian Companies Act, whose address is 102 Digital Square Building Panamaram Post, Wayanad - 670721. Hereafter Called "Seller".

2. **MARKAZ ARTS AND SCIENCE COLLEGE**, an affiliated College under the University of Calicut, whose address is karthala P.O, Malappuram Dt, Kerala - 679571, Hereafter Called "Buyer".

Terms and Conditions

1. **Agreement:** Prepare this agreement by the seller, handover to the buyer. The buyer signs this agreement, sends it to the seller by post or by email. The seller also signs the agreement and sends the copy to the buyer by post or by email.

2. **Plan and Pricing:** EMBASE software is categorized into four different Plans. Each Plan varies with its modules and features.

   Selected Plan : EMBASE Laplis Plus with LMS
   Cost of the Plan : Rs. 149 / Student Annually
   Discount : 25% at first year
   - Number of students will be calculated according to the admission register

3. **Modules of 'Lapis Plus' Plan, LMS and Accounts Management:**
   - USER MANAGEMENT
   - STUDENT MANAGEMENT
   - STAFF MANAGEMENT
   - DEPARTMENTS
   - PROGRAM COURSES
   - SYLLABUS
   - STUDENT ATTENDANCE
   - EXAM MANAGEMENT
   - STUDENT REMITTANCE
   - TRANSFER CERTIFICATE
   - COURSE/BONAFIDE CERTIFICATE
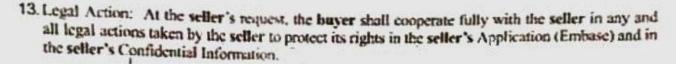   - COURSE TRANSFER
   - TUTOR MANAGEMENT
   - ROLE MANAGEMENT (USERS)
   - BULK SMS DASHBOARD
   - ONLINE ADMISSION
   - INTEGRATED LIBRARY
   - ID CARD – STUDENTS
   - APC
   - NOC, STUDENT PROFILE
   - CLUB MANAGEMENT
   - MENTOR APPLICATION
   - STUDENT/PARENT APPLICATION
   - ACCOUNTS MANAGEMENT
   - LMS

4. **Invoice and payments:** the seller should prepare the invoice and share it to the buyer. Transfer the first installment of the agreed payment to the seller by the buyer. The remaining invoices will be shared as per this payment term.

5. **Payment term:** First installment 60% at the time of agreement and second installment 40% within 30 days of agreement date.

6. Documents: The **buyer** should hand over the profile of the institution, contact details, high resolution logo and Data of the Students, staff, library books in excel sheet to the **seller**. Options are available to create accounts by the teachers and by the students.

7. Demonstration of the application: The **seller** should conduct maximum two online/ offline free demonstrations to the **buyer**. Further demonstration will be charged to the **buyer** by the **seller**.

8. Timeline for the implementation of the application

SL.	Stages of the Implementation	Description
1	Signing of the Agreement	Both parties has to sign the agreement
2	Transfer the First installment Payment	The first installment is to be transferred by the **buyer** to the **seller**
3	Data Collection and Domain Creation (Online / Offline)	Next working day after transferring the First installment. Domain details will be transferred to the the **buyer**
4	Demonstration of the Application	Demonstrate the application to the **buyer** by online / offline mode

9. Customer Support: If any type of bugs or issues (not new requirements) can be forwarded to the customer support through registered email or by an authorized person. The **seller** prioritizes the issue and rectifies, informing the **buyer**.

10. Terms: 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.

11. Termination: This agreement will be terminated by the provisions of the 'Terms', or by a thirty (30) days prior termination notice from any of the parties. In the event that the **buyer** does not remit funds to the **seller** in the timeframes set out then the **seller** reserve the right to: 1) suspend their activities with regard to the **buyer** and with no liability to the **buyer** for any delays on services and 2) terminate this agreement with the **buyer** within fifteen (15) days notice.

12. Confidentiality: 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 the **seller** or the **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.

13. Legal Action: At the **seller**'s request, the **buyer** shall cooperate fully with the **seller** in any and all legal actions taken by the **seller** to protect its rights in the **seller**'s Application (Embase) and in the **seller**'s Confidential Information.

14. Any additional customization will be charged to the **buyer**

15. Taxes: will be changed according to the Indian Tax law and will be responsible to pay by the **buyer**

16. This agreement shall be the most recent version distributed by the **seller** in the English language in the form of document files and one (1) set in hardcopy. the **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 the **seller**.

17. 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.

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

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

EMDOT MINCETECH PRIVATE LIMITED   [The Buyer]

Signature (For the Seller)

Date: 08.07.21

By: Firoz K A

Title: CEO

FOR EMDOT MINCETECH PRIVATE LIMITED

DIRECTOR

PRINCIPAL

Signature (For the Buyer)
Amarvanad, P.O Kaninad-873571

Date: 15/6/2021

By: Principal

Title: _____