

കേരളം KERALA

CW 407116

EMBASE Pro-Suit - Campus Management Software Service Agreement

This Software as a Service Agreement (the "Agreement")
is made and entered into as of this

16th day of May 2024 (The "Effective Date")

By and Between

1. EMBASE PRO SUIT PRIVATE LIMITED, existing and organized under the Laws of Indian Companies Act, whose address is ROOM No 10/572, MG University Innovation Foundation, Priyadarshini Hills, Kottayam, Kerala, Pin; 686562, India Hereafter Called "Service Provider".
2. Sree Vivekananda Teacher Education Centre- Akkikkavu, Akathiyoor, Kerala 680519. Hereafter Called "Consumer".

Terms and Conditions

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

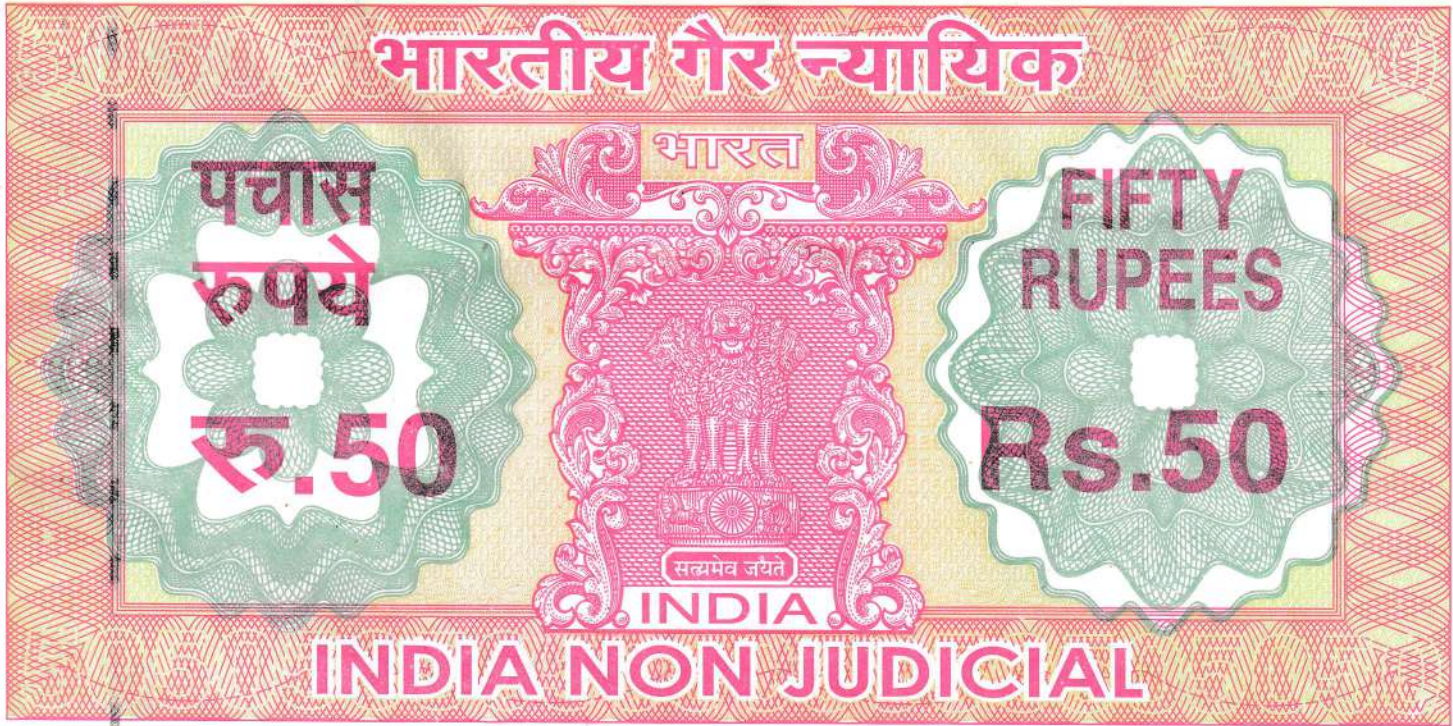


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T.R. അബ്ദുഖാലിഖ്
ശ്രീവിദ്യാഭവനം എസ്.കെ.എസ്. കോളേജ്
എസ്.കെ.എസ്. കോളേജ്

K.I. SUBHADRA
VENDOR NO: 27
PERUMPILAYU

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

Selected Plan	: as per the quotation/sale order (attached)
Cost of the Plan	: as per the quotation/sale order (attached)
Modules	: Refer Why EMBASE Booklet (attached)
Add on Modules	: Refer Why EMBASE Booklet (attached), which is chargeable.
3. Invoice and payments: the **Service Provider** should prepare the invoice and share it to the **Consumer**. Transfer the agreed payment to the **Service Provider** by the **Consumer** as per the payment term.
4. Payment term: The **Consumer** must pay the amount to the **Service Provider** in advance up on the agreement.
5. Documents: The **Consumer** 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 **Service Provider**. Options are available to create accounts by the teachers and by the students.
6. Training of the application: The **Service Provider** should conduct training to the **Consumer** mentioned in the next clause. Further training will be charged to the **Consumer** by the **Service Provider**.

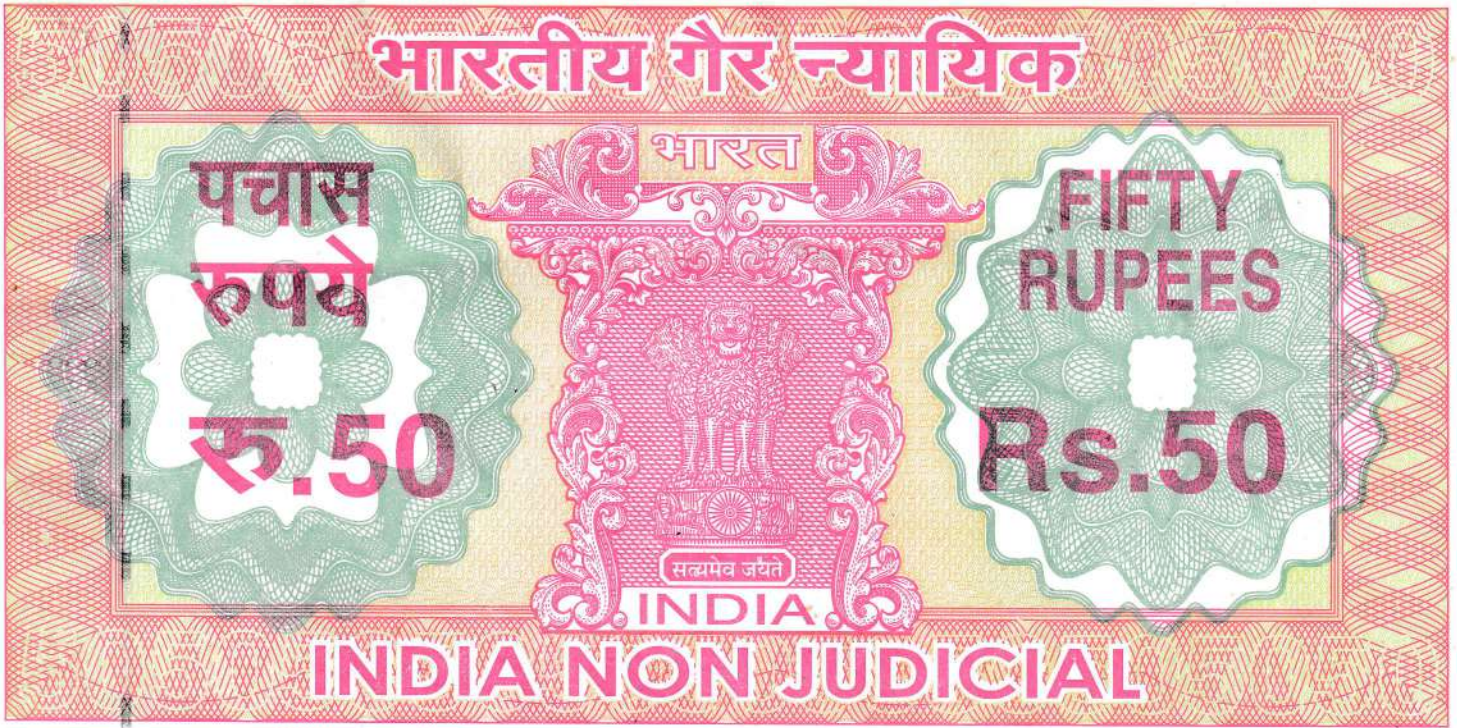


From K.R. [Signature]

20/375/10-5 2024
 T.R. അബ്ദുസമദ് ചെയർമാൻ
 ശ്രീ വിദ്യാഭ്യാസ മന്ത്രി, കേരളം
 സി. പി. യു. ടെക്നോളജിസ്റ്റ്സ് കോളേജ്

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7. Timeline for the implementation of the application and Training sessions

SL	Stages of the Implementation	Description
1	Signing of the Agreement	Both parties has to sign the agreement
2	Transfer the Payment	The payment is to be transferred by the Consumer to the Service Provider
3	Domain Creation	Next working day after transferring the Payment. Domain details will be transferred to the Consumer .
4	Data Migration Process	Service Provider/Application provides the data templates for collecting the data. Consumer returns/import the data of student, library and fee outstanding and will process by the Service Provider/Application
5	Training of EMBASE Pro Suit	Training of the application to the Consumer
6	Number of training sessions	Three free online sessions and One offline session.

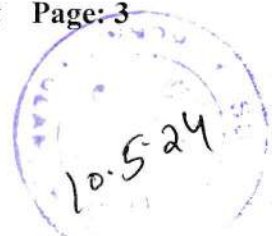


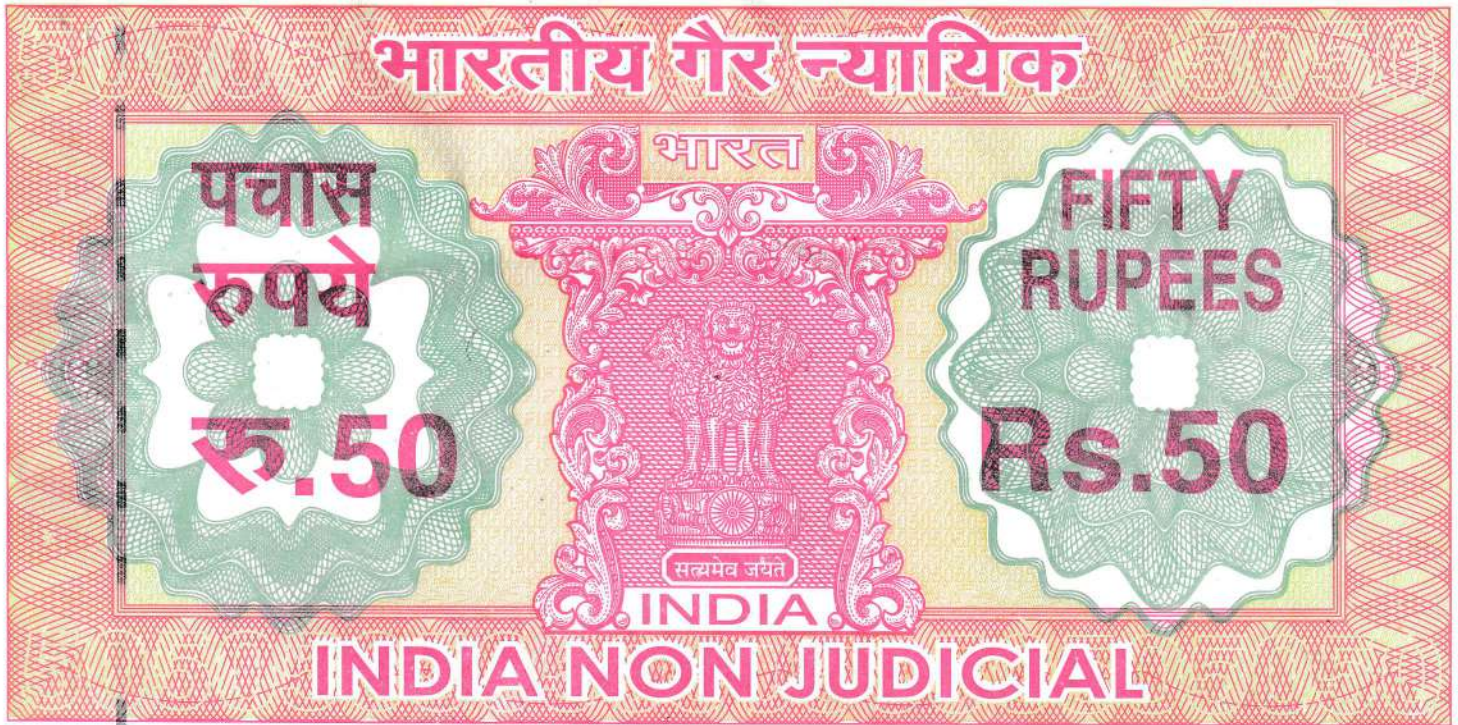
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8. Customer Support: If any type of bugs or issues can be forwarded to the customer support through designated ERP. The **Service Provider** prioritizes the issue and rectifies, updating on ERP which is accessible to the **Consumer**. FAQ is available to access by the users of EMBSE Pro Suit.
9. 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.
10. 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 **Consumer** does not remit funds to the **Service Provider** in the timeframes set out then the **Service Provider** reserve the right to; 1) suspend their activities with regard to the **Consumer** and with no liability to the **Consumer** for any delays on services and 2) terminate this agreement with the **Consumer** within fifteen (15) days notice. Upon termination the data related to the **Consumer** will be shared through excel file by **Service Provider**.
11. 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 **Service Provider** or the **Consumer** 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



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VENDOR NO: 27
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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.

12. Legal Action: At the **Service Provider's** request, the **Consumer** shall cooperate fully with the **Service Provider** in any and all legal actions taken by the **Service Provider** to protect its rights in the **Service Provider's** Application (EMBASE Pro Suit) and in the **Service Provider's** Confidential Information.
13. Any additional customization will be charged to the **Consumer**
14. Taxes: will be changed according to the Indian Tax law and will be responsible to pay by the **Consumer**
15. This agreement shall be the most recent version distributed by the **Service Provider** in the English language in the form of document files and one (1) set in hardcopy. The **Consumer** 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 **Service Provider**.
16. 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.
17. 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.

EMBASE PRO SUIT PRIVATE LIMITED

Signature 

Signature (For the **Service Provider**)

Date: 16/05/24

By: Firoz K A

Title: CEO



[The Consumer]

Signature 

CHAIRMAN
SREE VIVEKANANDA EDUCATIONAL AND
CHARITABLE TRUST
Signature (For the **Consumer**)
ARAKKAVU P.O., THRISSUR DT., PIN: 680519

Date: 16/05/24

By: T R Shanmughan

Title: Chairman