



കേരള KERALA

CX 810740

AGREEMENT

The AGREEMENT is entered on this **25th day of February 2022** for CLOUD BASED CAMPUS MANAGEMENT ERP solution BETWEEN Nirmala College of Pharmacy represented by its present Administrator Fr Joseph Mailadiath Mathai S/o Mathai aged 57 hereinafter referred to as 'THE CUSTOMER' which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the FIRST PART IXIAN INFORMATICS (P) LIMITED (Formerly INSTO Consultancy Services Pvt Ltd), AS7, Level 7, Heavenly Plaza, Thrikkakkara P.O, Kakkanad, Kochi Kerala - 682021, represented by its authorised signatory and Director, Mr Praharsh R J, S/o Jayachandran N P aged 34 hereinafter referred to as 'THE SUPPLIER' which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns of the SECOND PART Whereas the IXIAN INFORMATICS has agreed to implement Campus Management ERP Solution for Nirmala College of Pharmacy for a yearly subscription cost.

No. 21256
Rs 100/-
Sold to...
MOOVATTUPUZHA VENDOR
K.A. GOPAKUMAR

Nirmala College of Pharmacy

Murugan



PRICING

Particulars	Cost
Annual Subscription Cost / Student (Minimum Commitment: 500 Students)	Rs 185 /-

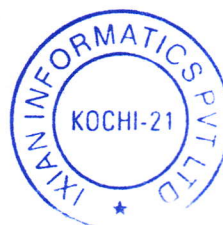
INCLUSIONS

White labelled Standard Mobile APP for Student / Parent (Android)
100GB Cloud Storage with 500Gb bandwidth/month for LMS and other data storage
Integrated SMS Gateway - 5,000 SMS/Month (60,000 SMS / year)
Built-in Payment Gateway

- * GST and applicable taxes will be charged extra
- * TDS can be deducted by the customer from Invoice value
- * Pricing based on the proposal dated 2nd September 2020
- * Implementation Start Date : 21st April 2021

The Supplier reserves the right to update and change the Terms of Service from time to time. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. The Customer can review the most current version of the Terms of Service at any time at www.campus7.in. Violation of any of the terms below will result in the termination of the account. While The Supplier prohibits such conduct and Content on the Service, The Customer understands and agrees that The Supplier cannot be responsible for the Content posted on the Service and nonetheless may be exposed to such materials. The Customer agrees to use the Service at their own risk.

STANDARD ACCOUNT TERMS



1. The Customer must provide the legal full name, a valid email address, contact number, and any other pertinent information requested in order to complete the signup process.
2. The Customer (User) login may only be used by one (1) person - a single login shared by multiple people shall not be permitted.
3. Single center plan must only be used for one (1) center only - a single center used for multiple centers shall not be permitted.
4. The Customer must ensure that the user accounts of retired / terminated / resigned employees are frozen within the last day of their work.
5. Customers are responsible for maintaining the security of user accounts and passwords. The Supplier cannot and will not be liable for any loss of information or security breaches that result from Customers failure to comply with this security obligation.
6. The Customer hereby considered fully responsible for all content posted and any and all activity that occurs under User account, even when certain content is posted by others who have accounts under User account.
7. The Customer may not use the Service for any illegal activities.
8. The Customer must not, through use of the Service, violate any applicable laws in jurisdiction, and this is including but not limited to copyright laws.

DATA DELIVERY, CORRECTNESS, SECURITY, DOWNLOADING

1. All required data for software implementation are to be provided by the Customer in the prescribed digital formats only. No data, in any other form whatsoever, will be accepted.
2. The Customer should duly verify the correctness of the data before it is given to us. The Supplier will not be responsible for any error in software arising due to any wrong data provided to us. All data is to be provided within the mutually agreed time limit. The Supplier will not be responsible for delay in installation of software arising out of such delayed data delivery by the Customer.
3. The Supplier is strongly bound by this agreement **not to share any data** pertaining to the Customer.



APPOINTMENT OF CAMPUS COORDINATORS AND NODAL OFFICER

1. The Customer should appoint CAMPUS COORDINATORS (one each in every campus) and a NODAL OFFICER to coordinate the activities in connection with Campus7 implementation and running. And such appointments and alterations, if any, in future should be officially communicated to The Supplier in writing.
2. All communications relating to Campus7 will be routed ONLY through such Coordinators and Nodal Officers thereafter.
3. During implementation, The Supplier maintains a one point interface between The Supplier and the Client. This interface is the Project Leader from The Supplier's side (PL)

TRAINING

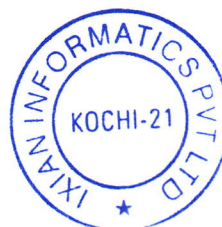
1. The training on the usage of Campus7, report generation, minor troubleshooting and data entry etc will be conducted in two sessions at the institution soon after the implementation process. The Customer should ensure that all its concerned staff/officials are attending the training in any one of such sessions mandatorily.

PROVIDING ACCESS TO THE USERS

1. The Customer should provide a list of all stakeholders (such as Staff / Concerned officials / Students / Parents etc) to whom the access to Campus7 is to be provided.
2. The Customer should also provide information on the status based hierarchy of users and the nature of access (enabling & disabling of certain features) to each of them.

WEB LICENSE AND RIGHT TO ACCESS

1. The license to use the Software as a Service is non-transferable and non-exclusive.
2. 'Right To Access' of the software will be via the internet and the use of the software is restricted as authorized in these Terms and Conditions.
3. The Software will not be provided in CD-ROM (or any other form of digital / electronic or any other media).



4. The access and use of the Software will be web-based only.
5. The license will be valid only after the FINAL SETTLEMENT OF PAYMENT DUES (IF ANY),

SERVER MAINTENANCE AND CONTROL

1. The software will be hosted by The Supplier and accessed through Client's Computers via the internet.
2. Maximum storage space allocation will be **10GB**, After consumption of the above limit, standard storage rates will be applied.
3. The source code of Campus7 Software and its architecture will not be shared with the Customer and Customer enjoys no right in whatever form or manner upon the Campus7 Source Code, its architecture and other proprietary materials digital or otherwise.
4. The Source Code of Campus7 will not be installed on any servers or other computer equipment owned or otherwise controlled by the Client.
5. The Supplier will strive to provide 99.9% uptime for the servers. In the event of scheduled maintenance, The customer will be notified at least 48 hours in advance.

INTELLECTUAL PROPERTY RIGHTS

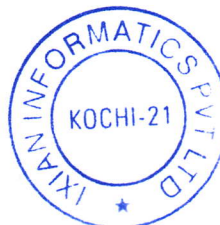
1. Campus7 is a web based software and it is offered to The Customer as 'SaaS' – Software as a Service. The right of Customer is limited to accessing the 'Campus7' through its computers via the internet and is purely conditional subject to the conditions laid out in this agreement.
2. The Software, its User Manual and Services are proprietary products and services and that all right, title and interest in and to the software, its User Manual and Services, including all associated intellectual property rights, are and shall at all times remain with The Supplier.
3. The Client must treat the Software like any other copyrighted material and the Client may not copy or distribute the Software either in part or in full, the User Manual, electronically or otherwise, for any purpose.

SOFTWARE SUPPORT AND MAINTENANCE SERVICES



1. The support personnel shall be available to resolve any issues related to solution support between 10:00 am to 6:00 pm IST Monday - Friday. During this time The supplier shall provide telephonic, online, email support depending upon the need of the client and nature of the support request.
2. Even though the problem is briefed through telephone to The Supplier official, it should be put on record by sending an email or generating a ticket to that effect.
3. The support outside of business hours is only provided for down or mission critical cases like unable to access, serious functional error etc.
4. As they become available, The Supplier will make available for download Updates and Version Upgrades at no additional charge. Some new versions, updates and / or enhancements may require high speed internet connection and / or operating systems. Equipment and Software Product compatibility of any Update or Version Upgrade shall be the sole responsibility of the Customer.
5. Customers who experience anomalous behavior or failure can contact The Supplier Customer Service, who will work to reproduce the behavior, determine the cause, identify any Defect, and provide a resolution in a fast and efficient manner.
6. The Supplier will make all reasonable efforts to correct Defects within the Covered Software. The Supplier, in its sole discretion, will determine whether a behavior, anomaly or failure constitutes a Defect. In the event the behavior is due to
 - (a) Internet, operating system, device drivers, hardware inconsistency or failure,
 - (b) incorrect device or peripheral configuration, or
 - (c) additional software, hardware or network provided by Customer or any third party,The Supplier is under no obligation to correct or resolve the behavior or provide further technical assistance. In such an event, The Supplier will, within reasonable limits, assist the Customer and third party towards a resolution of the issue.
7. The Customer will receive a reminder, approximately 30days prior to the expiration of this Agreement, indicating that this Agreement is due to expire and will be renewed automatically unless Customer provides notice to cancel renewal prior to expiry.

EXCLUSIONS FROM SOFTWARE MAINTENANCE SERVICES



1. Provisioning, installation and / or support of non-The Supplier software. Non-The Supplier software includes but shall not be limited to, operating system software, device drivers, third party applications or components, and / or device management programs.
2. Upgrading any hardware, memory, operating system or third party software for the terminal running Software Product.
3. Repair of the Covered Software if The Supplier determines the failure is related to:
 - a. The hardware, peripheral equipment, operating system, or any software other than Software Product in use by Customer.
 - b. Modification, misuse, neglect, or incorrect use of Software Product, including but not limited to, misconfiguration, scripts, or failure to follow published usage documentation.

PAYMENT TERMS AND RENEWAL OF LICENCE

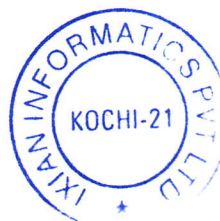
1. 50% of the agreed subscription amount to be paid at the time of placing the Purchase Order. Balance 50% has to be paid at the time of Go Live or within 3 months from the date of Purchase order
2. 100% of the quoted amount should be paid in advance for integrations and other components.
3. Annual Subscription Fee / Renewal Fee has to be paid before the software license is expired. All payments to be made by way of Cheque/Bank Transfer issued in favour of M/s. IXIAN Informatics Pvt Ltd
4. The payment schedule has to be decided before 30 days of annual subscription renewal date
5. There will be an increase of upto **15%** in the annual subscription cost after every three **(3)** years.
6. All prices are exclusive of taxes. GST/VAT as applicable is levied on every purchase.
7. We consider the payment process to be complete only on receipt of the amount to The Supplier's designated bank account.
8. In case of cheque payment, the billing will be activated once the cheque is cleared.
9. In case of cheque bounce, INR 2000 fine will be charged.



10. We do not entertain refund and cancellation of payment in any circumstances.
11. The Annual Maintenance and subscription term begins at the date ("Effective Date") on which fulfillment of Covered Software or license delivery, begins for an order. The term of coverage and this Agreement shall be one (1) year
12. Annual Maintenance and subscription will renew automatically for succeeding one (1) year period unless the Customer provides notification of intention not to renew prior to expiry of the current term. Failure to give notice prior to expiry will result in automatic renewal and Customer will be liable for additional year charges. Notwithstanding this, if Customer fails to pay any invoice within thirty (30) days of the invoice date, The Supplier may withhold services until payment has been received.
13. The Supplier reserves the right to charge additional fees at its then standard rates for services performed in connection with reported incidents that are later determined to have been not caused by or related to Software Product. Notwithstanding the foregoing, The Supplier has no obligation to perform support services in connection with issues resulting from hardware or software not supplied by The Supplier.
14. Purchase or use of services constitutes acceptance of the terms of this Agreement, the terms of the The Supplier order acknowledgement, The Supplier Invoice, and Terms of Service for Software Product. No terms appearing on a Customer purchase order shall have any effect unless Customer and The Supplier have an existing written mutual signed agreement specifying otherwise.
15. Software Renewal Date will be on or before **1st January** every year

CUSTOMISATION AND FUTURE UPDATES

1. Customizations/new features to the Campus7 modules will be carried out based on the proposal terms only.
2. Any feature request received after the implementation will be charged extra.
3. Third Party Integration costs will be charged extra based on the requirements.
4. Security Updates and New features if any implemented by The Supplier will be provided for free.



DATABASE BACKUP AND RECOVERY

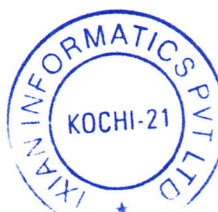
1. Daily data backup will be carried out by The Supplier. In case of any issues The Supplier will restore the latest available version
2. While the Supplier will take standard industry measures to backup all Data stored using the Services, the customer agrees to keep a separate backup copy of all the Data in third party locations

TERMINATION OF SERVICE

1. Non-payment of maintenance fee results in termination of the Services to Customer and The Supplier will not be liable to any of the information in User Accounts.
2. The access to the Campus7 Software can be terminated by The Supplier upon non-payment of renewal fee. However, due notice prior to termination will be served in all such cases.
3. Both the parties can terminate the service agreement by giving Two Months (2) notice

GENERAL CONDITIONS

1. Technical support is only provided to paying account holders.
2. The Customer acknowledges and understands that The Supplier uses third party vendors to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
3. Unless with explicit permission from The Supplier, Customer agrees not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service.
4. The Supplier may remove Content and Accounts containing Content that we determine in our sole discretion that are violating the terms of service, including but not limited to content deemed unlawful, offensive, threatening, libelous, defamatory, pornographic, explicitly obscene, generally objectionable or violating any party's intellectual property.
5. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any to The Supplier employee, member, officer or the nation will result in immediate account termination and potential criminal charges.



6. The Customer must not transmit any worms, viruses or any other code of a destructive and furtive nature.
7. The Supplier does not guarantee in any capacity that the service will meet all user specific needs or statutory requirements.
8. Any kind of new feature request would be subject to feasibility of implementation.
9. The feature request would be entertained only after getting clear documentation on the requirements with clear work-flows, processes, mappings, data entry forms, reporting, and may require update to master data etc., This scope and timeline should be mutually agreed and signed by both parties.
10. The Supplier does not guarantee that the service will be uninterrupted, secure or error-free, that the results that may be obtained from the use of the service will be definitively accurate or reliable at all times.
11. Customer hereby and explicitly understand and agree that The Supplier is not liable for any direct, indirect, incidental, special, consequential or exemplary damages, including (but not restricted to) damages for loss of profits, data or other intangibles, by means of the use or the inability to use the service, unauthorized access to User data, or any other matter relating directly to the Service.
12. The Supplier will be liable only for the loss or damages of the customer which happens due to the faults / failures of the supplier.
13. Delivery of any Maintenance service to Customer by The Supplier is subject to conditions beyond the control of The Supplier, including but not limited to, Acts of God, acts of public enemy, fire, flood, pandemic, strikes, riots, weather conditions or any failures by The Supplier's service providers, subcontractors, resellers or agents.
14. Any questions about the Terms of Service should be sent to **info@campus7.in**

APPLICABLE LAW AND DISPUTE SETTLEMENT

1. The Customer agree that this Agreement and any contractual obligation between The Supplier and User will be governed by the laws of the Supplier Country
2. Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or User use of the Website or the Services or information to which it



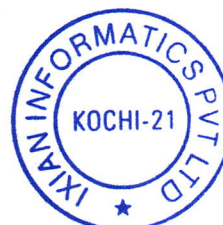
gives access, shall be determined by arbitration in India, before an arbitrator appointed by The Supplier.

3. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, The seat of such arbitration shall be <Ernakulam>. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.
4. Subject to the above Clause, the courts at Ernakulam shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, User use of the Software Application, Website or the Services or the information to which it gives access.



SMS RATES AND DELIVERY TERMS

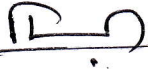

1. The Customer, the User of the service, confirms that the mobile phone numbers to whom messages will be sent using The Supplier are authentic & belong to people Customer have personal, professional or business relationships with. Customer further confirms that Customer has not included in the list any number of any person(s) who is not known to Customer.
2. The Customer, the User of the service, confirms that Customer can provide, on request, an auditable acceptance or permission from all such people whom Customer intends to send messages to using this service, to receive messages from Customer via SMS.
3. The Customer, the User of the service, agrees to bear all responsibility for the messages and the content sent to the User group by using this service. The Customer agrees to indemnify The Supplier against all complaints and claims arising out of violation of the NCPR provisions due to Useracts.
4. Customer, the User of the service, understands and agrees that it is the customer's responsibility to consume the service within the validity period offered to the Customer, else the service will lapse after the validity period.
5. The Customer, the User of the service, understands and agrees that delivery reports of messages sent through the service are dependent on data provided to The Supplier by telecom operators, which in turn is shared by The Supplier with the Customer. If the telecom operator does not provide data on delivery reports to The Supplier, The Supplier will not be able to pass on the same to the Customer.
6. The Customer, the User of the service, agrees to follow all laws of the land and respect and abide by all directives, guidelines and circulars issued by Telecom Regulatory Authority, as may be applicable, from time to time.
7. The Customer, the User of the service, understand and agree that telecom operators can increase the price of services at anytime, and such increase being beyond the control of The Supplier, The Supplier can pass on such increase to Customer, fully or partially, by way of levying additional charges and /or deduction of proportionate credits from User account with The Supplier.



8. The Customer, the User of the service, agrees to follow all laws of the land and respect and abide by all directives, guidelines and circulars issued by Authority as may be applicable, from time to time.

Entire agreement: The Agreement sets out everything agreed by the parties relating to the Services, and supersedes and cancels anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the subject matter of the Agreement that is not expressly set out in the Agreement, and no such representation, warranty or agreement has any effect from the Start Date. Without limiting the previous sentence, the parties agree to contract and that it is fair and reasonable that the parties are bound by this clause.

AGREED TO AND ACCEPTED BY PARTIES

The Customer	The Supplier
Fr Joseph Mailadiath Mathai Administrator Nirmala College of Pharmacy Muvattupuzha P.O, Ernakulam District Kerala, India - Pin:686661	Praharsh R J Director IXIAN Informatics Private Limited, AS7, Level 7, Heavenly Plaza, Thrikkakkara P.O, Kochi, Kerala - 682021
Authorized Signatory  ADMINISTRATOR NIRMALA COLLEGE OF PHARMACY Muvattupuzha, Ernakulam (Dist.) Kerala - 686 661	Authorized Signatory  DIRECTOR IXIAN INFORMATICS PVT LTD KOCHI-21

SIGNED ON :

