Software License and Implementation Agreement

This Software License and Implementation Agreement ("Agreement") is made and entered into as of the **28th day of June 2023** (the "Effective Date"), by and between **ipsr solutions limited**, a software development company registered as per Companies Act 1956 (Reg NO.09-14239-2000, CIN NO U72200KL2000PLC014239), having its principal place of business at Merchant's Association Bldgs., M.L Road, Kottayam-01, Kerala, India (the "Company" or "IPSR"),

and

Nirmala College of Pharmacy Muvattupuzha PO, Ernakulam District, Kerala, India, 686661. The College provides various UG and PG programmes in different streams.
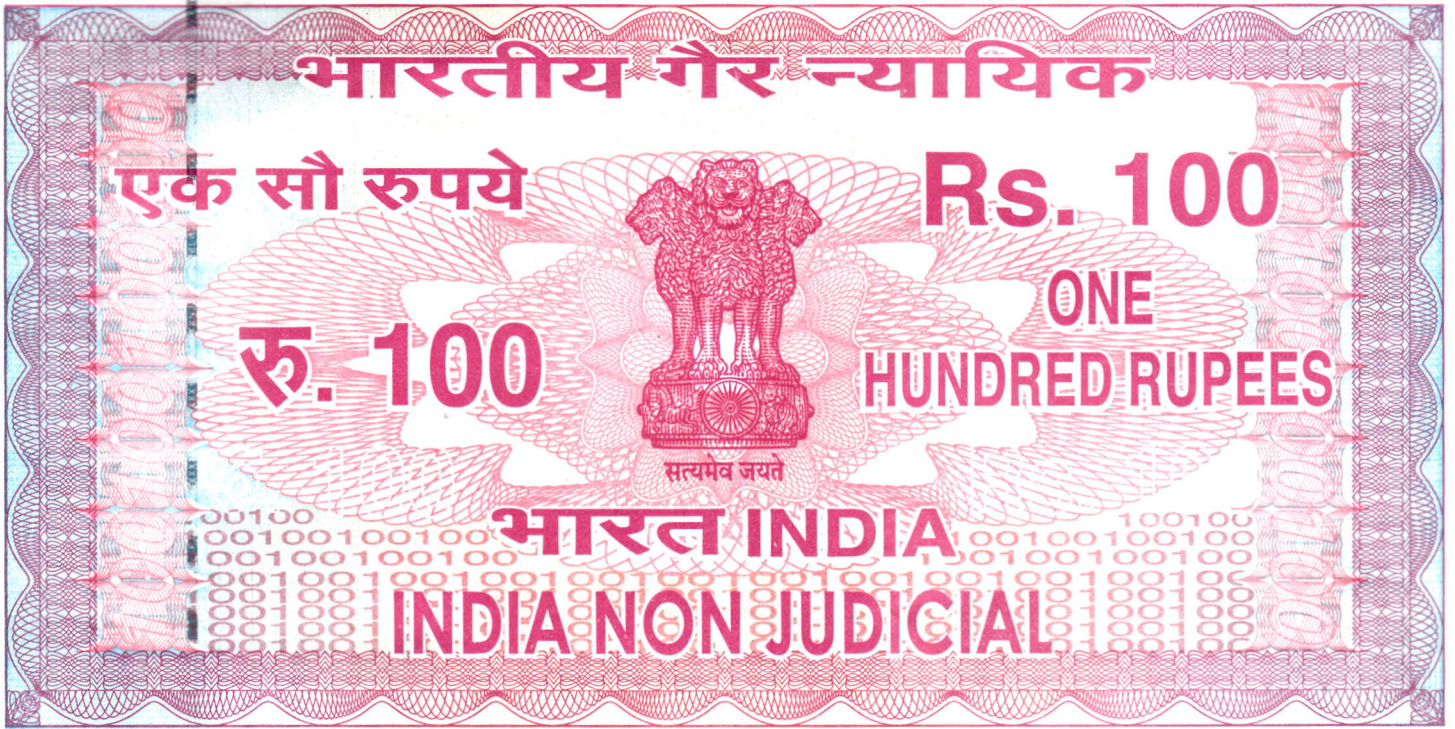
The College desires to assign the Company to make available required licenses of 'deQ: OBE' - a software application to manage attainment calculations for Outcome Based Education (OBE) and also to provide the supports after its implementation during the agreement period. Details of the proposed work are as described in the Statement of Work attached, which shall be deemed as part of this agreement for all purposes and the Company is willing to perform such services, on terms set forth more fully below. In consideration of the mutual promises contained herein, the parties agree as follows:

no. 22154
3-7-23

Dr. Mendus Jacob
IPSR Solutions Ltd.
M.L. Road, Kottayam

SIVASANKARAN NAIR B
STAMP VENDOR
Lic. 01-8376/88
KOTT 1 - 686 002

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AGREEMENT:

1. Definitions and Interpretations

In this Agreement:

"**Agreement**" means this agreement (including the Statement of Work) and any amendments to it from time to time;

"**Business Day**" means any working day to the company

"**Business Hours**" means between 09:00 and 17:30 Indian time on a Business Day;

"**CCN**" means a change control notice issued by any party of this agreement

"**CCN Consideration Period**" means the number of Business Days following the receipt of a CCN sent by the other party;

No-22155   Dr. Mendus Jacob
3-7-23   IPSR Solutions Ltd.
            M.L. Roads Kottayam.

SIVASANKARAN NAIR
STAMP VENDOR
Lic. N... -0376/88
KOTTAYAM - 686 002

"**Change**" means any change to the terms of the Agreement including for the avoidance of doubt any change to software application specification in the Statement of Work);

"**Charges**" means the amounts payable by the College to the Company under or in relation to this Agreement as set out in the agreement.

"**Confidential Information**" means:

> any information disclosed by the College to the Company during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
>
> (i) was marked as "confidential"; or
>
> (ii) should have been reasonably understood by the Company to be confidential;

"**Customer Works**" means the works and materials provided to the Company by the college, or by any third party acting for or on behalf of the College, including logos, designs etc for incorporation into the proposed Software Application;

"**Defect**" means a defect, error or bug having an adverse effect on the appearance, operation or functionality of the Software Application;

"**Implementation**" means the completion of the initial installation of the Software Application and initial user training viz the Workshop/Seminar for the users;

"**Effective Date**" means the date of execution of this Agreement;

"**Recurring licenses**" License fees those are to be paid annually.

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, denial of service attacks, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, and rights in designs);

"**Statement of Work**" means the statement of work attached to this agreement;

"**Third Party Works**" means the works, materials or software used to create and run the Software Application, the Intellectual Property Rights in which are owned in whole or part by a third party (excluding the Customer Works);

"**Term**" means the term of this Agreement; and

"**Software Application**" means the 'deQ: OBE' software to be installed by the Company for the College under this Agreement.

2. Term

This Agreement will come into force on the Effective Date and will continue in force for one year from the date of implementation of the Software Application by the Company, in accordance with terms specified later in this agreement.

3. Scope of Services

The Company will:

- Make the Software Application available for the use of the College and provide its implementation support. Implementation support includes workshops or seminars for user training, as specified in the Statement of Work.

- incorporate the Customer Works within the scope specified in the Statement of Work or agreed in writing by the parties, together with the Third Party Works, into the Software Application.

- configure backups as required.

- provide the College with reasonable access to the Software Application during the Term.

The College will:

- provide the Company with such cooperation as is required by the Company to enable the performance by the Company of its obligations under this Agreement.

- grant the Company relevant license to copy and use the Customer Works during the Term for the purposes of fulfilling its obligations and exercising its rights under this Agreement.

- not install or use the Software Application coming under this agreement in any other institution/sister concerns of the College, without additional licenses and will not try to duplicate it.

- ensure that the evaluation processes used and the data input into this Software Application are accurate and as per the norms set by the University and/or other governing bodies.

Both the Company and the College agree:

- to arrange a competent person from their side, as a single point of contact (SPOC) to deal with the other in all matters relating to this agreement

- to use a single primary email id for initiating all communications relevant to this agreement.

4. Change Control

The provisions of this section apply to all Changes requested by a party.

Either party may request a Change at any time.

When requesting a Change, the requesting party will notify the other party and provide a CCN. The CCN will set out (as a minimum):

a) details of the impact on the timetable for the provision of the Services;

b) details of any Customer Works and Third Party Works that will be required as a result of the Change; and

c) details of any variation to the Charges consequent upon the Change.

The other party will consider any proposed Change and respond to any CCN within the CCN Consideration Period.

Either party may:

a) accept or reject a CCN issued by the other party;

b) request further information concerning any aspect of a CCN issued by the other party; and/or

c) request amendments to a CCN issued by the other party.

Following the agreement of a CCN, each party will confirm its agreement to the CCN by:

a) signing a copy of the CCN and sending the signed CCN to the other party; or

b) otherwise emailing its acceptance of the CCN to the other party.

Until a CCN recording a proposed Change has been signed or agreed in writing (including email) by each party, the proposed Change will not take effect.

5. Unlawful Content

The College must ensure that the Customer Works will not infringe any person's Intellectual Property Rights or other legal rights under applicable law and

The College will also ensure the validity, relevance and legality of data entered into the application.

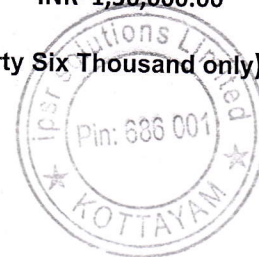# 6. Price and Payment Terms

6.1. Cost Overview

The following cost has been worked out based on a user base of up to **600** students.

Initial implementation and training charges (One time)	- INR 1,00,000.00
Subscription Charges (@ INR 60/- per student)	- INR 36,000.00

GRAND TOTAL -- **INR 1,36,000.00**

(Indian Rupees One Lakh Thirty Six Thousand only)

❖ The above rate is inclusive of Tax (GST @ 18%).

6.2. Payment Terms

a. 100% of the Initial Setup Charges shall be paid along with the order.

b. Subscription Charges shall be paid within 7 days after the implementation date or 45 days after the date of order, whichever is earlier

c. Subscription charges shall be recurring on a yearly basis.

d. The current subscription rates shall be applicable for the next 3 years.

6.3. Additional Expenses

Additional cost will be charged for the following:

a. Additional licenses for students above 4700 can be added as blocks of 250 students, @ INR 15,000/-

b. Student login (add-on)

c. On-demand Calibration (add-on)

d. Advanced Analytics Module (add-on)

e. Any other add-ons at applicable rates

7. Intellectual Property Rights

All Intellectual Property Rights of the Source Code of the Software Application will be assigned with the Company with the following exceptions.

While using any Open Source or Third Party technologies, built-in software codes for specific purposes are readily available for customisation and both the parties of this agreement cannot claim ownership of such software codes.

These rights are assigned for the whole term of such rights together with all reversions, revivals, extensions and renewals, and this assignment includes the right to bring proceedings for past infringement of the assigned Intellectual Property Rights.

The College will be granted only licenses to use this product and may use it till the subscriptions are valid.

8. Warranties and Indemnity

The Company warrants and represents to the College:

a) that it has the legal right and authority to enter into and perform its obligations under this Agreement;

b) that it will perform its obligations under this Agreement with reasonable care and skill and to a good professional standard;

c) that the Software Application (excluding the Customer Works) will not infringe any person's Intellectual Property Rights or other legal rights;

d) that the software Application will operate without any Defects.

If the College demonstrates to the Company that the Software Application suffers from any Defect during the period of subscription, the company will, for no additional charge, carry out any work necessary in order to remedy the Defect.

This foregoing warranty does not apply to any finished version that has been subject to misuse, accident, flood, fire, radiation or any other hazard or any issues arising from issues in the data input.

The Company hereby indemnifies and undertakes to keep indemnified the College against damages, liabilities, costs, losses and expenses (including legal expenses) suffered or incurred by the College:

- to the extent based on the claim that the software development methods used by the Company to develop/provide the finished version or misappropriate any intellectual property rights of a third party inclusive of third party technology;

- arising from the negligence or willful misconduct of the Company or any of its respective employees or agents as the case may be;

The College hereby indemnifies and undertakes to keep indemnified the Company against damages, liabilities, costs, losses and expenses (including legal expenses) suffered or incurred by the Company due to:

- any breach by the College of legal acceptance of the data input or evaluation processes.

- any violation by the colleges of the norms set by the governing bodies.

9. Limitations and Exclusions of Liability

Nothing in the Agreement will:

- limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;

- limit any liability of a party in any way that is not permitted under applicable law; or

- exclude any liability of a party that may not be excluded under applicable law.

The limitations and exclusions of liability set out here and elsewhere in the Agreement:

govern all liabilities arising under the Agreement in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and the liability of the parties under the express indemnities set out in the Agreement.

10. Data Protection

The Company warrants that:

it will act only on instructions from the College in relation to the processing of any Personal Data performed by the Company on behalf of the College; and

it has in place appropriate security measures (both technical and organisational) against:

i. unlawful or unauthorised processing; and
ii. loss or corruption of Personal Data processed by the Company on behalf of the College.

It is the responsibility of the College to take security measures to prevent misuse of Software Applications/data in locally used machines or and ensure best practices in the usage of the Software Application.

11. Confidentiality and Publicity

The Company will:

keep confidential and not disclose the Confidential Information to any person save as expressly permitted by the following

- protect the Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

- Confidential Information may be disclosed by the Company to the Company's officers, employees, agents, insurers and professional advisers, provided such disclosure is essential for the development and implementation of the Software Application.

The obligations set out in these paragraphs shall not apply to:

a) Confidential Information that is publicly known (other than through a breach of an obligation of confidence);

b) Confidential Information that is in possession of the Company prior to disclosure by the College; or

c) Confidential Information that is received by the Company from an independent third party who has a right to disclose the relevant Confidential Information.

Nothing in the Agreement shall restrict the Company from making any disclosure of Confidential Information that is:

a) required by law; or

b) required by a governmental authority or regulatory body,

12. Termination

Both parties may mutually agree to terminate this Agreement, on a mutually agreed date and conditions.

Either party may terminate this Agreement:

- at any time by giving at least 30 days of written notice or email to the other party; or

- immediately by giving written notice or email to the other party if the other party commits any breach of any term of this Agreement.

However, the Parties shall make all attempts to resolve the dispute by the Dispute Resolution procedure under General Clause before terminating the Agreement.

Either party may terminate this Agreement immediately by giving written notice to the other party if:

a) the other party:

      i.   is dissolved;

      ii.   ceases to conduct all (or substantially all) of its business;

      iii.   is or becomes unable to pay its debts as they fall due;

      iv.   is or becomes insolvent or is declared insolvent; or

b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up.

13. Effects of Termination

Termination of this Agreement will not affect either party's accrued rights (including the Company's accrued rights invoice for and to be paid the Charges) as at the date of termination.

Upon the termination of this Agreement:

- the Company will provide such assistance as is reasonably requested by the College to transfer/protect their data from the Software Application. Such cases will be considered as a request for change and are chargeable in applicable cases.

- the College will be entitled to a refund of any Charges paid by them to the Company in respect of any Services which were to be performed after the date of effective termination and will be released from any obligation to pay such Charges to the Company (such amount to be calculated by the Company using any reasonable methodology).

14. General

Any notice given under this Agreement must be in writing (whether or not described as "written notice" in this Agreement) and must be delivered personally, sent by recorded signed-for post, or sent by email, for the attention of the relevant person, to the relevant address, or email address given below (or as notified by one party to the other in accordance with this Clause).

Company

Contact Person	:	Mr. Akhilkumar, Manager: client Relation
Company Address	:	ipsr solutions limited, Kottayam, Kerala
Email Address	:	academicsolutions@ipsrsolutions.com
Contact Number	:	+919061139944

College

Contact Person	:	Dr. Badmanaban R (Principal)
College Address	:	Nirmala College of Pharmacy Muvattupuzha PO, Ernakulam District, Kerala, India, 686661
Email Address	:	principal@nirmalacp.org
Contact Number	:	9751765966

No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach

If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

This Agreement may not be varied except:

a) through the Change control procedure mentioned in the agreement or

b) by a written document signed by or on behalf of each of the parties.

The Company may subcontract any of its obligations under this Agreement to any third party without obtaining the College's prior written consent. But the company shall be solely

responsible to ensure Confidentiality and other assurances to the College, as outlined in different Clauses of this agreement.

Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party's power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under this Agreement.

This Agreement constitutes the entire agreement and understanding of the parties in relation to the subject matter of this Agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to the subject matter of this Agreement if there any.

This Agreement will be governed by and construed in accordance with the laws of India and the courts of Kerala will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

This agreement may be executed in one or more counterparts each of which shall be deemed an original. Photostat/scanned copy of the duly executed agreement shall be deemed an original and all of which taken together shall constitute one and the same agreement.

The parties have indicated their acceptance of this Agreement by executing it below.
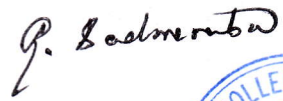
EXECUTION:
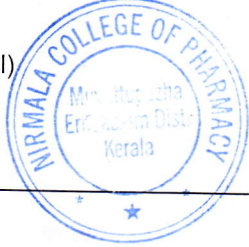
ipsr solutions limited, Kottayam, Kerala, India	Witness. ANUSHA·V
SIGNED by	
Akhilkumar K M Manager - Client Relation, IPSR Solution Ltd	SIGNED by
Date: 28-06-2023	Date: 28-06-2023
Nirmala College of Pharmacy Muvattupuzha PO, Ernakulam District, Kerala, India, 686661	Witness. Dr·Dhanesh Joseph
SIGNED by Dr. Badmanaban R (Principal)	SIGNED by
Date: 28-06-2023	Date: 28-06-2023

EXHIBIT B

Statement of Work (SoW)

Project Name : Implementation of 'deQ: OBE'

Provider   : ipsr solutions limited, Kottayam, Kerala, India

Client   : **Nirmala College of Pharmacy Muvattupuzha** PO, Ernakulam District,

Kerala, India, 686661

1.   Introduction

The Client - **Nirmala College of Pharmacy Muvattupuzha** PO, Ernakulam District, Kerala, India, 686661

Outcome Based Education (OBE) is an educational approach which aligns each part of the education system around predetermined goals or outcome. This approach ensures that each student, on completion of a course or programme, should be able to know or do what the course or programme has set as a goal or outcome.

OBE deviates from the traditional focus on what the programme provides to the student. Instead, it focuses on making the student demonstrate what the student is able to do on successful completion of the learning experience.

Consequently, this approach signifies a shift in the paradigm of the system of education from teaching to learning.

'deQ: OBE' is a software application that helps a Higher Education Institution (HEI) to manage attainment calculations for Outcome Based Education (OBE).

2.   Scope of Work

This project will provide necessary licenses of 'deQ: OBE', as required by the College as well as provide implementation support for the College.

The staff of the college will be given relevant user training through Workshops/Seminars, which will help them understand the academic philosophy powering the software application as well as the usage of the software interfaces and functionality.

3. Period of Performance

The period of performance for 'deQ: OBE' Implementation Project is **30 days** beginning on **28th June 2023** through **29th July 2023** All work must be scheduled to complete within this timeframe.

Any modifications or extensions beyond the specifications under this SoW will be requested through Change Control procedures stipulated and may extend the period of performance.

4. Place of Performance

The Company will perform the majority of the work at its own facility.

Once the project reaches the training phase, all training will be conducted at the College premises or through online mode.

The College will provide and arrange for meeting spaces within its facility for all required meetings.

5. Software Application Specifications

deQ OBE is a software application that helps Higher Education Institutions (HEI) to manage attainment calculations for Outcome Based Education (OBE). The application is deeply rooted in the expertise of academicians and IT professionals.

Following are the functionalities available in the software:

5.1. Application Profile:

- ❑ Cloud based Software as a Service (SaaS) solution
- ❑ Accessible from a white labelled subdomain or URL for the institution
- ❑ Configurable institution specific information
- ❑ Login for all faculty members
- ❑ Functionality based User Roles
- ❑ Provision for multiple User Roles for same user

5.2. OBE Features:

- ❑ Define POs, PSOs, and COs
- ❑ Define Weightage Scale and Ratios for Direct/Indirect Assessment as well as Internals/Final Examination
- ❑ Define attainment targets at Course levels
- ❑ Define PO-CO and PSO-CO mapping

- Define the scheme of assessment at Programme level and Course level
- Enter scores for assessments, examinations, and activities
- Calculate OBE attainment at various levels
- Automatic weekly attainment calibration
- General OBE Reports
  - Course Consolidation Reports
  - Semester Consolidation Report
  - Programme Consolidation Report
  - Individual Students Progression Report
  - Batch Progression Report
- Special Analytical Reports
  - Learners Report [Slow Learners, Moderate Learners, Advanced etc]
  - Individual Students Trend Analysis Report
  - Batch Trend Analysis Report
  - Pattern Analysis Report
  - Outlier Analysis Report (Will be a delayed delivery)
- Integration with 'QnSmart i' version for extended support over external examination.

5.3. Student Login: [Add-on]

Optionally, login can be provided to students for downloading their attainment reports and being updated about their trend.

This will be an add-on module, provided based on the requirement from the HEI and chargeable extra.

5.4. On-demand Calibration: [Add-on]

By default, the attainment calibration will happen on a weekly basis, through an automated queuing system by the application.

If need be, the college may opt for On-demand Calibration, which will allow teachers to generate reports as and when required (with a limit on repetitive calibrations).

This will be an add-on module, provided based on the requirement from the HEI and chargeable extra.

5.5.   Analytics Module: [Add-on]

This is an advanced module in the making, for generating specific analytical reports. This will be an optional add-on (additional payment required) when it gets ready.

These reports will be available only after two consecutive generations of general reports, as more data will be required for analytics.

- ❖ Advanced Trend Analysis Report
- ❖ Advanced Pattern Analysis Report
- ❖ Excellence Report
- ❖ Suggestion reports on various outcomes and their improvements.
- ❖ and 360° Assessment report using cutting edge machine learning models.

6.   Technology

The 'deQ: OBE' Software Application has been built using the following technologies

User Interface	Browser-based, implemented using HTML5, CSS3, JavaScript, JQuery, Hyper - Admin & Dashboard Bootstrap 5 Template
Business logic and Workflow Management	Python 3.9, Django 3.2 LTS
Data Management	PostgreSQL 12
Cloud Platform	AWS / A2 Hosting

7.   Browser and Device compatibility

The application shall be compatible to work on laptops and desktops with the following Browsers.

- Chrome 90 upwards, (recommended)
- Firefox 90 upwards
- Safari 14 upwards

8.   Implementation Support

8.1.   User Training

Following user training sessions will be offered at the customer premises or via online, based on mutual agreement.

Training Session	Duration
Online FDP to teachers for kicking of OBE implementation (Live sessions 1.5 hours daily, along with content in LMS)	6 days
OBE Manual Preparation and Software Training	1 day
Remedial Training Workshop for teachers (during initial data entry)	1 day
Validation Workshop for teachers (after initial data entry)	1 day

8.2. Ongoing User Support

After the initial user training, individual users may avail telephonic support during the business hours. The support contact number shall be shared directly with the contact person at the college, who may share it with other users.

9. Project Time schedules

Following are the import Project Milestones:

Activity	Completion Date
Signing of the Agreement	28th Junel 2023
Installation	
FDP	
Software Training	
Remedial Training Workshop	
Validation Workshop	
End of Subscription	

*** End of Document ***