

കേരളം കേരल KERALA

CL 230190

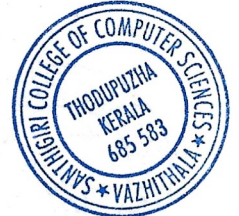
EMBASE Cloud Pro-Suit - Campus Management Software Service Agreement

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

12th day of May 2022 (The "Effective Date")

By and Between

1. EMBASE PRO SUIT PRIVATE LIMITED, existing and organised under the Laws of Indian Companies Act, whose address is AR NAGAR, MALAPPURAM 676305, KERALA, INDIA. Hereafter Called "Service Provider".
2. Santhigiri College of Computer Sciences Vazhithala, P.O, Vazhithala Thodupuzha Idukki 685583 Kerala. Hereafter Called "Consumer".



EMBASE Cloud Pro-Suit - Campus Management Software Agreement Page: 1



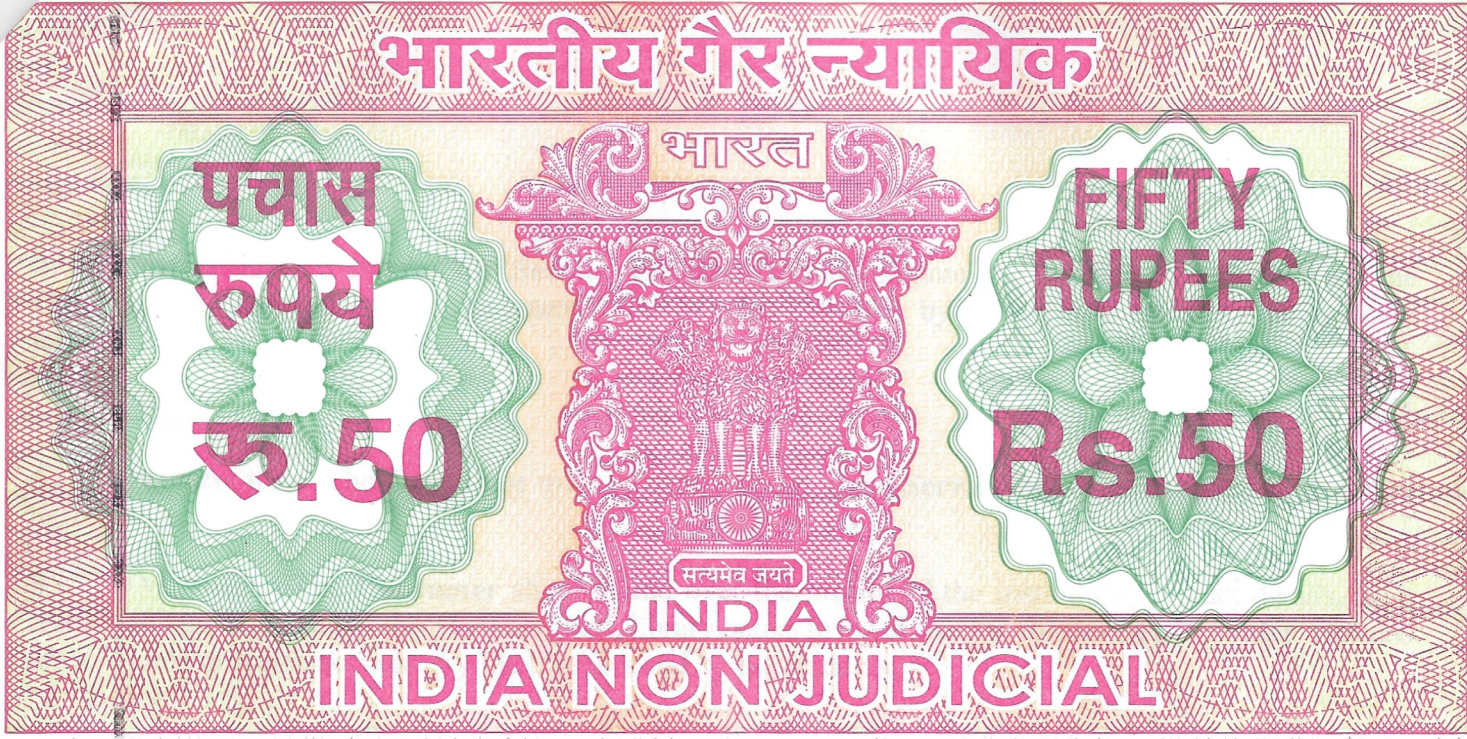
Rs 50/- Principal

Santhigiri college of computer science
Vazhithala

RENJU R.
Stamp Vendor
Thodupuzha

9 MAY 2022

NO. 3414
10.5.2022



കേരളം കേരल KERALA

CL 230189

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.

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

Selected Plan : EMBASE Pro Suit Enterprise
Cost of the Plan : as per the quotation/sale order (attached)
Modules : Refer Why EMBASE Booklet
CV.14.01 Printed on 01-05-2022 (Page:5) with free updates
Add on Modules : Refer Why EMBASE Booklet
CV.14.01 Printed on 01-05-2022 Page No 13 and 14;
which is chargeable.



EMBASE Cloud Pro-Suit - Campus Management Software Agreement . Page 2



No. 3413
10.5.2022

Rs 50/- Principal
Santhigiri College of Computer
Science
Vazhithale

RENJU R.
Stamp Vendor
Thodupuzha

9 MAY 2022

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 maximum two online and three offline training to the **Consumer**. Further training will be charged to the **Consumer** by the **Service Provider**.

7. 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 Payment	The payment is to be transferred by the Consumer to the Service Provider
3	Data Collection and Domain Creation	Next working day after transferring the Payment. Domain details will be transferred to the the Consumer
4	Demonstration of the Application	Demonstrate the application to the Consumer

8. Customer Support: If any type of bugs or issues can be forwarded to the customer support through ERP, The **Service Provider** prioritizes the issue and rectifies, updating on ERP which is accessible to the **Consumer**.

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.

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 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) 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

[The Consumer]

[Handwritten Signature]
Signature.

Signature (For the Service Provider)

Date: 12-05-2022

By: Firoz K A

Title: CEO



[Handwritten Signature]
Signature.

Signature (For the Consumer)

Date: 12-05-2022

By: Fr. Paul Parakkattel CM

Title: Principal

PRINCIPAL
SANTHINI COLLEGE OF COMPUTER SCIENCES
VAZHITHALA P. O., THODUPUZHA
KERALA, PIN : 685 583



E

EMBASE Pro Suit Private Limited
#201 Digital Square Building
Kannamangalam PO, AR Nagar, Near Airport
Malappuram 676305
Kerala KL
India

Santhigiri College of Computer Sciences
Vazhithala
P.O, Vazhithala
Thodupuzha
Idukki 685583
Kerala KL
India

Quotation # S00202

Quotation Date:
03/02/2022

Expiration:
12/05/2022

Salesperson:
Nasar Perambra

Description	Quantity	Unit Price	Taxes	Total Price
Embase Pro Suit Enterprise HSN/SAC Code: 997331 Yearly Subscription	50.00 Units	234.00		₹ 11,700.00

Subtotal	₹ 11,700.00
Total	₹ 11,700.00

Account Name: : EMBASE PRO SUIT PRIVATE LIMITED
Bank : HDFC Bank Branch : Kondotty
A/C No: 502 000 630 600 44 IFSC : HDFC0004306

UPI: embase@ibl



[Handwritten Signature]
12-105-22

PRINCIPAL
SANTHIGIRI COLLEGE OF COMPUTER SCIENCES
VAZHITHALA P. O., THODUPUZHA
KERALA, PIN : 685 583



EMBASE Pro Suit Private Limited
#201 Digital Square Building
Kannamangalam PO, AR Nagar, Near Airport
Malappuram 676305
Kerala KL
India

Santhigiri College of Computer Sciences
Vazhithala
P.O, Vazhithala
Thodupuzha
Idukki 685583
Kerala KL
India

Place of supply: Kerala

INV/2022/06/0014

Invoice Date: 06/30/2022 Due Date: 06/30/2022 Source: S00337

Description	HSN/SAC	Quantity	Unit Price	Taxes	Total Price
Embase Pro Suit Enterprise Yearly Subscription	997331	400.00 Units	234.00		₹ 93,600.00

Subtotal	₹ 93,600.00
Total	₹ 93,600.00

Please use the following communication for your payment : INV/2022/06/0014

Total (In Words): Ninety-Three Thousand, Six Hundred Rupees

Account Name : EMBASE PRO SUIT PRIVATE LIMITED
Bank : HDFC Bank Branch : Kondotty
A/C No: 502 000 630 600 44 IFSC : HDFC0004306

UPI: embase@ibl

