Dr. K.N. MODI FOUNDATION
**DR. K.N. MODI INSTITUTE OF ENGINEERING & TECHNOLOGY**
(Approved by AICTE, Recognised by U.P. Govt. & Affiliated to U.P. Technical University, Lucknow)
**MODINAGAR-201 204 (U.P.) INDIA**
Ph.: 9897782205, 9897782206, Telefax : 01232-222111
**E-mail** : mail@knmiet.edu, admission@knmiet.edu, **Website** : www.knmiet.edu

## AGREEMENT

This Agreement is made and effective from 1st August, 2013 between Ellora Eduventures Pvt. Ltd. having it's registered office at H 57, Sarita Vihar, New Delhi-25 (hereinafter called "ELLORA") of the one part and being represented by **Mr. Vishal Srivastava.**

and

Dr. K.N. Modi Institute of Engineering & Technology, having it's college at Kapra Mill, opp. Satish Park, Modinagar-201204(hereinafter called "**DKNMIET**") of the other part and being represented by director. The expression of the terms **ELLORA** and **DKNMIET** shall and include them, their legal heirs, successors, legal representative, executors, nominees and assignees, by whatever name called.

Whereas DKNMIET is a college providing higher education to the students in various streams like: B.Tech, BCA, MCA, BBA, MBA.

Whereas **ELLORA** is engaged into providing Consultancy, Automate the Processes running in the Universities, Colleges and schools and providing IT based campus management services to various premier education institutions presently providing Education in India, which in keeping in line with the technological advancements and for need of ease in its working operations and students, of institutions is in need of a qualitative, customized ERP solution for the work process.

Whereas **ELLORA** has the licensee of Sonet Microsystems Pvt. Ltd. is an experienced IT Company in Software Development and providing ERP Solutions having many clients catering education sector. **DKNMIET** agrees to award the contract for Providing Consultancy, Automate the Processes running in the "DKNMIET". Formulate a comprehensive business process model encompassing all major aspects of College automation in line with the strategic plan and vision & also to, Harness technology to the fullest to meet the current and future business needs. The contract assignment includes, Implementation of **ELLORA's** solutions of ERP and it's further Development and supply of Customized Software as per requirements of "**DKNMIET**" and their "ClientSchools, Colleges & University"

And whereas after a series of meetings, discussions and representationsand whereas to bring in more clarity in working-relationship and for future reference purposes and to cover all legal angles related to the transaction, especially with regard to the quality and glitch free working of the technical product in the nature of software; both the parties to their understanding have now decided to reduce the terms of this transaction into writing by virtue of this Agreement.

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**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**A. MODULES OF ELLORA'S UNI-SCOPE, E-SCOPE AND E-SSMS**

**(Coverage Area for Technical Training, Placement services, Facilitating E-learning for additional skills and knowledge, Development of such Course Content which has relevance to the trade and industry to enhance placement prospectus, creation of online test module, online counseling option or prospective admission seekers, and a smooth flow of information and exchange of knowledge among community of students, faculty and staff and further development of software and it's implementation under ELLORA's UNI-SCOPE, E-SCOPE and E-SSMS, solutions of ERP by ELLORA) These services will also include following Modules.**

- Enquiry/ CRM Management:-Online enquiry, third party data (data from our call center, data from other sources all in excel format) can be uploaded in the ERP S/W. for the operational tasks (like SMS, Voice calling & Email) and the status(called, called but not received, SMS send, email send, feedback of enquiry, status of enquiry) can be updated by admission executives. All queries can be monitored centrally. Generate query, enquiry id password for login. Enquiry form should be directly integrated with website, excel data can be imported & enquiry id/ notification can be generated. Thumb impression & student photo upload option will be available, In Admission module every important field & functionality is available, student documents check mark is available to track records, and Group can be created based on student percentage. Merit list generation, seat allocation, letter generation.

- Student Information Management& MIS:-Registrations, Admissions, Attendance, Leave Management, Performance, Examination and results, Promotions (Next Class/ Semester), Fee Management, Fine Management, Extra Curricular Activities.

- Fees Management Head Master & Structure Master, Fine Setup & Fee Relaxation.
- Session Creation & Dues Management. Previous caution money entry & Opening Balance. Receive fund & Refund fund. Fees adjustment through fund. Send fund for adjustment and forfeit. Fees Receipt: Bank, Cash, Draft, Credit card, adjustable,other receivable like university etc. Installment details, Search receipt, student details (dues, receipt, fund, refund, bank list etc) miscellaneous head apply & Common receipt. Search refundable amount & Fund transfer. Dues search &Cheque bounce. Forfeit refundable & Ex Student details. Fee collection/refund.

- Transport Management:-Masters, Vehicle List, Responsibility Mapping, Route Definition, Registration, Fee Definition, Driver, Helper Details

- Academics:- Automatic time table generation. System should show the options of faculty available in case of the absent of any faculty member on the day. Course plan, lecture plan creation facility to all the faculty members. Course contents (in form of word, jpg, pdf, videos or other formats) can be uploaded by the faculty. Tracking of syllabus coverage & Faculty progress report. Student feedback about the faculty/ institute, daily work diary, etc.

- Student Attendance will be marked with the use of SAM device.

- Examination Management: A complete Examination automation right from Pre Exam process to conduction of Exam and post Exam Process. Some of the Features of our

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Examination module are:- Exam' Application submission thru Smart cards given to students, Supports multiple syllabus (schemes), User defined pre exam eligibility criteria's, SGPA/ CGPA calculation, Hall Ticket Generation, Result Moderation, Marks card/ Grade card printing, University exam marks porting from the university website.. CCE Report card system for Schools

- Training and Placement: company details, parameter, test schedule, eligibility, placement activity; students short listing according to company criteria, students CV, placed student details, track record maintenance, attendance management process will be follow.

- Library Management:- Group creation (Student, Faculty), Member creation in a group i.e. registration of member, Item classification & Maintenance (Books, CD, Journals etc., Item Code creation (By subject, author, item or title), Purchase register (Accession No. handling through range, bill wise entry), Issue of an item(Limit check on each item and on total items issued, due dates, stock handling, item location, item status etc.), Returning of an item (Fine calculation, Balance fine, Recovery of lost or damaged items), Cupboard Management and placement of items, Content Management, Key word search, Detail of Publisher, Details of Suppliers, Cataloging, Bar code compatibility, Security (Account Management, Functional Rights Management, Tracking issuing & returning authorities), Smart Search (Covering all working areas), Reports (Members, Items, Issued items, damaged items, Missing items, Fines and balances, Reports based on purchase & classification), Booking of items in Library, Web Compatibility. Multi Lingual Library: Library module OPAC.

- Employee Management, Administration & MIS:- Online recruitment, Vacancy generation, Staff Information with personal, educational, research background, experience, Particulars of appointment, scanned copy of certificates, salary details etc., Attendance, Leave Management, Payroll, salary Grade maintenance, Employee information, Department maintenance, Designation maintenance, Bonus, Salary Heads creation, Leave accounting, Loan Management, Employee Attendance, Formula creation (Salary Head), Perks maintenance, Overtime, Retirement, Employees on daily wages, Packages maintenance, Performance, achievement, Extra Curricular Activities, Reports Generation(PMS,KRA,KPI), Salary Slip, Employee information, List Of Employees (By Employee Code, by designation, by department, Highest salaried, by salary drawn from....to date...., loan takers), Attendance report, Experience and employee history, Department detail report, Designation detailed report, Grade detail report, Package detail report, Loan detail report, Recruitment detail year wise. Define Master Like Leave Package Master, Holiday Master Etc. Smart card/ Finger print attendance integration. Manual Punching. Online submission and processing (acceptance / rejection) of leave application. Maintenance of leave records for staff. Export attendance data to payroll. Daily absence reports for administration. Online submission and acceptance of leave. Export attendance data to payroll. Daily absence reports for administration. Performance and appraisal. Resume data bank and search online recruitment, employee management, leave management, & payroll is available. Attendance will be done via biometric devices. Automation Salary generation. Integration with Staff attendance. Payroll Head Setting. Staff wise pay scale setting. Salary Calculation. Pay slip, Salary Register, Salary Statement and Other Reports Printing, Forms Printing. Should be able to manage salary components, deduction, leave, PF, any other allowance, etc. of all the employees of the Institute. Staff can access information on their salary breakups, leave categori... balance.

- Hostel and Boarding Management:- This module will be ... warden will require the access all students from all the institutes to do the Allotment.

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This contract has 14 Pages including the Front Page

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| Dues & fine creation may be created automatically based on the type of room allotted. Student /mess attendance, complete discipline management with tracking, Stationary item Issue management etc. Hostel Master. Hostel Room Master. Hostel Allocation/ Withdrawal. Advance Booking. Partner Search with details. Room shifting. Customization Room/ building creation, Room allocation, Registration, attendance in hostel and mess. |
| ➢ Purchase, Asset, Infrastructure& Inventory management should manage all type of record, PO raise, Gate Pass generation, Vendor/supplier relation. |
| ➢ Scholarship Management |
| ➢ Financial Accounting Module should be aware to GBTU/MTU. Group creation, Hierarchy maintenance, All ledgers, Monthly summary, All books related to accounts (e.g. cash book, bank book etc.), Voucher Type maintenance, Graphical Presentation, P&L Account, Trial Balance, Age wise creditors, Age wise debtors, Trading account, Head wise income account, Balance sheet, Fixed Assets register, All reconciliation, Group Amalgamation, Course wise Profit & Loss, Financial Accounting and Generation of e-returns e.g. e-TDS, PF etc BANK Reconciliation Statement, Expense approval module.. |
| ➢ Alumni Module |
| ➢ University, College or School Magazine |
| ➢ Online Dashboard for Student/ Staff/ Parents/ Alumni/ / Knowledge Center Management |
| ➢ Event Management System |
| ➢ DKNMIET Group management |
| ➢ Web implementation Messaging, Email, chat& SMS server |
| ➢ The creation of Question bank, Survey, Quiz, ETC. |
| ➢ Online Examination, counseling Module |
| ➢ *Contactless Smart card Integration* |
| *Student operations like: Payment of Fees, Library Books Issue / Return, Submission of Exam Application, View Personal, Academic and Financial data, Library OPAC etc. happen with the use of Smart cards.* |
| *Similarly Staff Related operations like : daily attendance, Library Books Issue / Return, Apply Leave On-line, View Personal, Academic, Leave and Finance data happen with the use of Smart cards. ERP Solution is also integrated with RFID-Biometric unit for daily staff attendance* |
| *E-Cash system: Students and Staff can use smart cards for payment of Bills in Canteen, Stationery shop, fees, fine or any outlet inside the campus.* |
| *Attendance automation in classroom: Smart Attendance device called SAM) can be used by lecturers in classroom to record attendance. SAM is also integrated with ERP solution. ELDORA will facilitate integration of third party contact less smart card, SAM Device and / or any other hardware & software that may be required for successful operations of the above seamlessly with the ERP software.* |
| *Report Generator Tool: User can generate any columnar report using [illegible] Solution generated reports can be exported to any format like: Excel Sheet, Word, Note pad, PDF, Lotus notes, open office etc. On line editing of reports (add / drop a column,* |

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| |
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| *change sorting order, report layout) before printing.* |
| *Integration of Schools and Colleges with Affiliating University, as and when required by customer depending on the statutory requirements* |
| *Migration of Complete Existing data from MS-SQL (from the current ERP system being used by the clients) to ELLORA's UNI-SCOP, E-SCOP and E-SSMS, solutions of ERP.* |
| *User & Security Management* |
| ➢ Back up and restore facility including real-time basis backup in Excel Format |
| ➢ Set up and utilities |

## B. DELIVERABLES OF PROJECT IN CONTRACT PERIOD BY ELLORA

i. All Technical assistance and training for students, staff and Faculty for providing Training, Placement services, Facilitating E-learning for additional skills and knowledge, Development of such Course content which has relevance to the trade and industry to enhance placement prospects, Creation of Online test module, online counseling option for prospective admission seekers, and a smooth flow of information and exchange of knowledge among community of students, faculty and staff and further development of Software ELLORA's UNI-SCOP, E-SCOP and E-SSMS modules implementation, customization & training.

ii. The facilitation of required bandwidth of internet to ensure smooth flow of knowledge and information on real-time basis.

iii. Depulation of two resident engineers (qualified B.Tech / MCA) at client side over and above the Implementation Team for 3 years and 3 months.

iv. Modules Installation, Customization, Up gradation.

v. Historical Data Migration from old software Name "SIM" and "Tally version 7.2 & ERP"

vi. Device integration with Existing & substitute Student attendance Machine(SAM)

vii. Device integration with Staff Attendance Machine(figure print/RFID card)

viii. SMS integration with all ERP modules

ix. Device integration Smart card USB RFID card Reader

x. Device integration Information Kiosk (Touch Enabled)

xi. University portal Integration(for Exam marks ,Student Attendance data and any other such requirement from time to time)

xii. 3 layer training during implementation and 5 training sessions of 3 days each, in a year during implementation and Annual Maintenance Contract period, these trainings as per this schedule and frequency will be held for each domain.

xiii. To organize seminars, award short term projects to the students of "KNMIET", "ELLORA" also to hold campus recruitment drives, however the decision of recruitment of students for placement remains solely of ELLORA.

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## C. PROJECT EXECUTION TIMELINES CHART BY ELLORA GIVEN HEREIN UNDER:

| Sr.no. | Project Activity Description | Days |
|---|---|---|
| 1 | Kick of Meeting | 7 Days |



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| | | |
|---|---|---|
| 2 | New data Upload/Data Verification | 30 |
| 3 | Deployment/Configuration of Test Server with Customization **(phase wise according to customer requirement)** | 10 |
| 4 | Training and Workshop | 10 |
| 19 | Live Server and clients installation | 10 |
| | **Go Live** | 30 |
| | **Audit & Onsite Support** (after completion the project) | 60 |

## D. COMMERCIAL

a. Except for down time ELLORA will charge recurring amount from DKNMIET for that period on prorate basis of number of students enrolled as described below, with effect from 1st August,2013.

| Description of Charges for services mentioned herein above | Amount( in Rs) per student ,per month |
|---|---|
| No. of students in the Institute<1000 | 550/- Per Student p.m. |
| No. of students in the Institute1001-2000 | 500/- Per Student p.m. |
| No. of Students in the Institute>2001 | 450/- Per Student p.m. |
| Minimum billing will be of Rs 10,000/- p.m. (Rupees Ten thousand only per Month) | |
| Contract period | 5 years |

The above Charges are excluding Service Tax as may be applicable . The income tax deduction at source will be done as per rule. You are requested to provide your PAN number.

## E. PAYMENT TERMS:

i. Payment to **ELLORA** should be paid on monthly basis against submission of bill , to be checked and approved by DKNMIET as per their internal approval process within 15 days of submission of the same.

ii. **ELLORA** shall submit proof of deposition of Service Tax time to time, if required by DKNMIET.

iii. The payment to **ELLORA** shall be made on submission of invoices to be raised for the actual no. of students with DKNMIET.

iv. **"DKNMIET"** will release payment within 22 days of due date and submission bill of fails 1.5% per month interest will be chargeable on due amount.

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## F. DKNMIET'S RESPONSIBILITIES:

i. **"DKNMIET"** shall provide all the necessary infrastructure requirements for the execution of this project. However this requirement will be limited to the indicated



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infrastructure by **ELLORA**. Incase there is a requirement of any additional hardware and / or other infrastructure; the same will be intimated in writing by **ELLORA** after mutual discussion and agreement with **DKNMIET**. **DKNMIET** will organize to provide the same with in reasonable amount of time. This will not have any bearing on the scheduled completion of the project.

ii. **"DKNMIET"** shall ensure the availability of the Project Manager and the Departmental Heads for each relevant area to help implement the solution.

iii. **"DKNMIET"** shall provide access to the current operational systems, if any, which shall help ELLORA in implementing the solution.

iv. **"DKNMIET"** would give all feedback, corrections, approvals and acceptance related to any deliverable in writing.

v. **"DKNMIET"** shall appoint or depute a person (Project Owner / Coordinator) to co-ordinate the project from the their side. The Project Manager/co-coordinator will be reasonably available to ELLORA's Project Team for resolution of issues and clarifications.

vi. **"DKNMIET"** shall arrange hardware as per specifications agreed.

vii. **"DKNMIET"** shall provide leverage to use alternate source of internet to **ELLORA**'s engineers without any charge , in case if the ELLORA's internet link fails.

## G. SERVICE LEVEL AGREEMENT (SLA)

### 1. General Term of the Service Level Agreement

This Service Level Agreement (SLA) the agreement between **DKNMIET** and **ELLORA** for delivery of services including services delivered, levels of service, communications, penalties and pricing.

**Support Term and Services:**

- **"Response Time"** means the elapsed time between the receipt of a Support Call and thetarget time within which **ELLORA** begins support as verified by a verbal or written confirmation to End-User.
- **"Business Hours"** means **ELLORA**'s usual office hours, ie. from 8.00 a.m. to 6.00p.m. (Indian Standard Time), from Monday through Saturday, excluding holidays as observed by **ELLORA**. any working days as observed by **DKNMIET** and / or its constituent institutes/ schools / universities will be considered as a working day. Incase **ELLORA** is observing a holiday on the said day, **ELLORA** will arrange to provide support on the said day without any additional charges.
- **"Upgrade"** means an improved version of the whole or any part of the product

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- **Support Level1: ELLORA** shall assist End-User by telephone or electronic mail, in identifying the problem in the Product based on the information provided by the End-User.

- **Support Level2: ELLORA** shall address the problem and provide solutions to the same by providing information assistance, support releases, workarounds, update disks, immediate disk correction, patches, or other available solutions.

- **Support Level3:** In the event that Level 2 Support does not address the problemfaced by the End-User, then the End-User shall provide remote access to their server to the technical support of **ELLORA** for trouble shooting and resolution.

- **Support Level4:** Even after using remote access if the issue is not resolved, then based on anapproval from End-User, **ELLORA** shall arrange for on-site visit of its consultant totrouble shoot and resolve the issue.

- The scope of support will be restricted to only such site termed as 'End-User's Site'.

- ELLORA has the right to take expert services from outside and hire other party employees

2. **Guaranteed of application Implementation :-**

i. **ELLORA** Guarantees the implementation & successful serving of the client's need in the client institutes of **DKNMIET** in the entirety of the scope of this contract and / or any part thereof. UPON Failing, client has right to invoke the BG/ Security amount. This security deposit can be forfeited by KNMIET in case of complete default in services from ELLORA's side. Complete default in service mean ELLORA stop rendering its service & KNMIET stops making request for services.

ii. **Delay in Implementation:** If **ELLORA** fails to achieve Implementation in given time frame (Plus 10%)then will have to pay 2% per Monthfor initial two months and beyond that 4% per month of total project Value and this will be cumulative till reconsideration of Subject by **DKNMIET**. This project value will be calculated on the basis of paid recurring charges add the projected recurring charges till the validity of this agreement, as specified at clause No C herein above in this agreement.This cumulative charge would maximum up to 24% of project value.

*** Condition Applied mentioned in Para 4 of SLA(G).**

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3. **Guarantee of Response Time:- ELLORA** guarantees fix Response time according to problem severity.

**Delay in Response: -** If **ELLORA** fails to said response time then **ELLORA** would be liable to pay RS 50/hour. However, if no satisfactory response received by **DKNMIET** for 30 days, the situation and circumstances will be treated as complete default in services by **ELLORA.**

**Problem Severity, Response Time and Resolution Time: ELLORA** will respond to problems according to the following severity levels:



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| Problem Severity | Initial Response Time | Maximum resolution Time* |
|---|---|---|
| Level 1 – normal business hours | Respond to client within 60 minutes of notification 90% of the time. | 8 Hours from respond time |
| Level 2 - normal business hours | Respond to client within 4 hours of notification 90% of the time | 2 working day from respond date |
| Level 3 – normal business hours | Respond to client within 1 working day of notification 90% of the time | One week from respond date |
| Level 4 –normal business hours | Respond to client within 3 working days of notification 90% of the time | One month from respond date |

***Maximum resolution time will be subject to mutual reconsideration , however , if the problem having severity of Level 1, 2,3 & 4 are not resolved within one, two, three & four weeks respectively, the situation will be treated as complete default in services being rendered by ELLORA to DKNMIET**

**Severity Level 1:**

**Major Business Impact** – defined as a problem that causes complete loss of service to the Client production environment and work can not reasonably continue. Workarounds to provide the same functionality are not possible and cannot be found in time to minimize the impact on the Client's business.

**The problem has one or more of the following characteristics:**

- Almost the entire universe of stake holders is not able to access the application and / or large number of users cannot access the system.
- Critical functionality is not available. The application cannot continue because a vital feature is inoperable, data cannot be secured, backed up, etc.

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**Severity Level 2:**

**Significant Business Impact** – this classification applies when processing can proceed but performance is significantly reduced and/or operation of the system is considered severely limited. No workaround is available, however operation can continue in a restricted fashion.

**The problem has one or more of the following characteristics:**

- Internal software error, causing the system to fail, but restart or recovery is possible.
- Severely degraded performance like but not limited to Non Issuance of Hall Tickets during/ prior to the Examination; Non Issuance of No Dues; Non Generation of Fees Receipt and / or Non Availability of Attendance Registration and or Recording.



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- Some important functionality is unavailable, yet the system can continue to operate in a restricted fashion.

**Severity Level 3:**

**Minor Business Impact** – a problem that causes minimal loss of service. The impact of the problem is minor or an inconvenience, such as a manual bypass to restore product functionality.

**The problem has one or more of the following characteristics:**

- A software error for which there is a Client acceptable workaround.
- Minimal performance degradation like but not limited to Non generation of Minimally acceptable Reports and/ or Returns.
- Software error requiring manual editing of configuration or script files around a problem.

**Severity Level 4:**

**No Business Impact** – a problem that causes no loss of service and in no way impedes use of the system.

**The impact of the problem has one or more of the following characteristics:**

- A software enhancement for which there is a Client acceptable workaround.
- Documentation error.

**4. ELLORA Limited Liability of project completion**

**ELLORA will Liable for project completion within given time frame however this liability will be limited in following case**

**4.1 Unavailability of Infrastructure:-**

**ELLORA** will not liable or accountable of delay in project completion if faces Infrastructure related issue. Time elapsed due to this will be accounted to the institute.

**4.2 Unavailability of Trainees:-**

**ELLORA** has given a training plan in its project plan mentioned in given time frame for which **ELLORA** would expect resources allocation from client side so that it could be executed properly. If there will be deviation in this **ELLORA** will not accountable for delay. Time elapsed due to this will be accounted to the institute.

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**4.3 Delay in approval ,verification& Acceptance :-**

**ELLORA** will expect on time approval, Verification& acceptance on different activities mentioned in time frame. Delay in this will be accounted to the institute.

*Note:- Time elapsed in case (4.1),(4.2)&(4.3) will be informed & discussed in real time with client's project manger . However time elapsed will be calculated cumulatively and will be chargeable till reconsideration of ELLORA (2% of total project value for per month paid by client)

For Ellora Solventures Pvt. Ltd.

## H. OTHER TERMS AND CONDITIONS

1. This contract will be valid for 5 years. After completion of contract (five Years) **ELLORA** will at liberty to renew the contract at renegotiated terms and conditions. The ownership hardware provided by ELLORA at the premises of DKNMIET shall always remain of ELLORA, else ELLORA will be entitled to claim the reinstatement cost from DKNMIET , if lost, stoled or damaged and not returned by DKNMIET on expiry of the agreement/contract.
2. The **Final Project Plan** will be finalized mutually by **ELLORA** and **DKNMIET** in their joint meetings based on the Priority Module deployment.
3. For ELLORA Team: Boarding in hostel accommodation will be provide by Client free of charge and allowed to avail mess services on payment basis.
4. That the above software modules would be running on Windows operating system MS Windows 98/2000/XP, and **ELLORA** hereby explicitly undertaken to keep the said software in working order on any updated version of above mentioned operating system in the future i.e. it is the responsibility of the software developers to take care of future changes in operating systems and hardware environment changes. So that the software is kept in working order for a lifetime.
5. Neither party shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, strike, power failures, nuclear accidents, earthquakes, and unusually severe weather.
   In such a condition contract will be reviewed & will open for amendments
6. The E- Learning & ERP software should be browser independent and should be working on all browsers available today and will available in future.
7. **Entire Agreement** - This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter and no variation of this Agreement shall be effective unless reduced into writing and signed by or on behalf of each Party.
8. **Notice** - Any notice or other communication under this Agreement given by either party to the other will be deemed to be properly given if given in writing and delivered in person or by facsimile, if acknowledged received by return facsimile, or if mailed, properly addressed and stamped with the required postage, to the intended recipient at it's address specified in this Agreement. Either party may from time to time change its address for notices under this paragraph by giving the other party notice of the change in accordance with this paragraph.
9. **Amendments** - No amendment of this Agreement will be valid unless set forth in a written instrument signed by both the parties.
10. **Arbitration**
    a. The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion failing which, by arbitration.

    b. The Parties agree that the discussions shall be held in the spirit of resolution of the issues that have arisen between them with the intention of resolving the issues amicably at the earliest. If the applicant is not satisfied with the outcome of the

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discussions, within 15 (fifteen) days from the receipt of the response, it shall resort to arbitration.

c. The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this Agreement, to arbitration by three arbitrators: one each nominated by the Parties and the other chosen by the 2 (two) arbitrators so nominated by the Parties. The Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a court of law. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996.

d. The place of arbitration shall be Delhi. The language to be used in the arbitration proceedings shall be English.

e. The Parties agrees that notwithstanding anything contained in this Agreement, either Party may approach any court of competent jurisdiction for any injunctive and appropriate relief when it feels that any of the terms of this Agreement are breached or likely to be breached. Such remedies shall not be deemed to be the exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies available at law or equity.

**11. Governing Law and Jurisdiction**

a. This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India.

b. In relation to any legal action or proceedings to enforce this Agreement, the Parties irrevocably submit to the exclusive jurisdiction of the courts at New Delhi and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

**12. Termination**

Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least thirty (30) business days prior to the date of the invoice for the following term.

In addition to it's other remedies under law or this Agreement and in addition to it's other rights of termination under this Agreement, Either Party may terminate this Agreement to hereunder in the event that the other party defaults in performing any obligation under this Agreement and such default continues unremedied for a period of thirty (30) days following written notice of default.

**13. Effects of Termination**

a. **Case 1 :** If **DKNMIET** wants to run the application independently then : **ELLORA** will give proper training to **DKNMIET** so that **DKNMIET** could run the running modules on its own and **DKNMIET** will pay the total dues up to the date of agreement or mutually decided fees to **ELLORA.**

b. Case 2 : If DKNMIET stop using the application and wants data then ELLORA will provide all possible data of DKNMIET in given Template and Excel format. ELLORA will provide historical data within 30 days of the request in writing given by DKNMIET with the Product Key . However ELLORA would be liable for this only after completion of 1st year from the date of this agreement.

c. In the event this Agreement is terminated, ELLORA will make available the Customer Data in normal acceptable standard format within 30 days of termination if you so request at the time of termination.

DIRECTOR
Dr. K.N. Modi Institute of Engineering & Technology Modinagar-201204



Director
K. N. Modi Institute of Engineering & Technology Modinagar-201204

I. **Representation and warranties** - Each party represents and warrants that it has the legal power and authority to enter into this Agreement. **ELLORA** represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the **ELLORA** help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

II. **Indemnification** - **ELLORA** shall indemnify and hold **DKNMIET's** "Client Schools, Colleges & University", subsidiaries, affiliates, officers, directors, students, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by **ELLORA** of its representations or warranties; or (iii) a claim arising from breach of this Agreement by **ELLORA**;(iv) a claim or loss or damage incurred due unauthorized use of information related to our institute/ college by **ELLORA** or it's employees.

## 7. NON-DISCLOSURE

Neither Party will disclose or make available to any third party any confidential information, whether documented or not, relating to the objectives, scope, work effort or results of work performed during the period this Agreement.

In this Clause "confidential information" means: (i) all information of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans or affairs of a Party or third party to whom the Party owes a duty of confidence; (ii) any document or information marked "Commercial in Confidence" or otherwise expressly designated as confidential; and (iii) any information which by its nature the recipient ought reasonably to conclude was confidential information of the Party in all cases including all copies of the above on any media (including electronic media) whatsoever, (IV) Application Design, Database Structure , Process, Layouts , Framework etc. but excludes the following:

(a) Information actually known to the disclosing Party prior to its disclosure;

(b) Information independently developed by the Party receiving the confidential information or communicated to it in circumstances otherwise than where its disclosure imparted a duty of confidence;

(c) Information that is or becomes generally and freely publicly available through no fault of the receiving Party or its servants or agents;

(d) Such information which is required to be disclosed to or by any Court, tribunal or Governmental authority with competent jurisdiction.

DIRECTOR
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Modinagar-201204



Director
Dr. K. N. Modi Institute of Engg. & Tech.
Modinagar-201204

All dispute with regards to above and this contract generally would be a matter of juriadiction of the arbitration in Delhistate only.

**IN WITNESS WHEREOF** the Company, Promoters and Investors have caused the same to be executed by the hands of their respective representatives as hereinafter appearing.

**For and on behalf of DKNMIET**

**Sign:**

Director
Dr. K. N. Modi Institute of Engg. & Tech. Modinagar-201204

**Name:**

**Title: Director**

**For and on behalf of ELLORA**

**Sign:**

**Name: Vishal Srivastava**

**Title: Director**

DIRECTOR
Dr. K.N. Modi Institute of Engineering & Technology Modinagar-201204

**WITNESS:**

1.

2.

# Ellora Eduventures Private Limited.

Regd.Off: B-67,Ali Vihar New Delhi-110078
GSTIN (Regn.No.): 07AAACE0538L2ZP
Service Tax Code(Regn.No.): AAACE0538LSD002
PAN : AAACE0538L
TAN : DELE06017F

Invoice No. 2018-19/64
Date 31.12.2018

NAME OF THE CLIENT:
Dr. KNModi Institute of Engineering & Technology,
Dr. KNModi Institute of Pharmaceutical Education & Research Trust
Modi Nagar

Dear Sir,
Please pay as per the details given below:

| PARTICULARS | AMOUNT |
|---|---|
| Professional Fees:<br>Fees for the Service Providing as complite IT services of<br>(Information Technology & Software Services-HSNCode 00440452)<br>the above mentioned College at Modi Nagar for the month of December, 2018.<br>Total No. of Students = 752 @ 100/-Per Students | 75,200 |
| | 75,200 |
| Add: IGST Tax @ 18% | 13,536 |
| (Rupees Two Lac twenty five thousand nine hundred seventy only) | |
| TOTAL | 88,736 |

Speedy remittance of the bill will be highly appreciated.

Thanking you, we are
Yours faithfully

*Authorised Signatory*
*for M/s Ellora Eduventures Pvt. Ltd.*

DIRECTOR
Dr. K.N. Modi Institute of
Engineering & Technology
Modinagar-201204