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CP 925703

MASTER SOFTWARE SERVICES AGREEMENT

1. This Master Consulting Service Agreement 'Agreement' is entered into as of 01/Jan/2020 between Parent-Teacher Association, Sree Chitra Thirunal College of Engineering, Thiruvananthapuram (hereinafter referred to as PTA-SCTCE, Thiruvananthapuram) having its Office at Pappanamcode, Thiruvananthapuram, Kerala-695018 and Etuwa Concepts Private Limited (hereinafter referred to as 'ETUWA') having its office at Plot No: 188/52, Mundayad, Kannur -Kerala-670594.

2. During the term of the Agreement, ETUWA agrees to provide professional services to PTA-SCTCE, THIRUVANANTHAPURAM which PTA-SCTCE, THIRUVANANTHAPURAM may authorize, from time to time, by the execution of Work Orders as described in this Agreement.

3. ETUWA agrees to provide services to PTA-SCTCE, Thiruvananthapuram and PTA-SCTCE, THIRUVANANTHAPURAM agrees to accept said services and pay ETUWA for same as follows:

3.1. PERSONNEL AND RATES.

3.1.1. If the Work Order provides for services to be performed on a time and materials basis, or for a fixed time, ETUWA will provide to PTA-SCTCE, THIRUVANANTHAPURAM the various categories of personnel specified at the rates specified in all Work Order(s) issued under and incorporated into this Agreement.

Muhammed Shamshudhan

Shamshudhan

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No. 312
 27.5.2020



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3.1.2. If the Work Order is a fixed price Work Order, ETUWA shall specify the personnel to be used to perform the services requested.

3.1.3. PTA-SCTCE, THIRUVANANTHAPURAM has the right of refusal or approval of man power and project or any kind of services presented by ETUWA, but such right shall be exercised reasonably, and ETUWA shall be given reasonable discretion for Fixed Price Work Orders.

3.2. DIRECTION AND CONTROL. ETUWA shall be an independent contractor, and control the method and manner of performing the work to be completed. ETUWA shall be responsible for supervision and control of any ETUWA employees who perform services pursuant to a Work Order. All such persons shall be employees of ETUWA and not of PTA-SCTCE, THIRUVANANTHAPURAM. The responsibility for specification of the work to be performed and the specific services hereunder shall be exclusively that of PTA-SCTCE, THIRUVANANTHAPURAM. The function and direction of ETUWA personnel, and the services to be performed, will be detailed in the appropriate Work Order.

4. WORK ORDERS (PROPOSAL)

4.1. Each Work Order (proposal) shall be issued in accordance with the terms of this Agreement, and will contain, where required by PTA-SCTCE, Thiruvananthapuram, estimate(s) of cost, time and/or funding limitations. All Work Orders or other forms of written authorization shall be subject to the terms and conditions set forth in this Agreement. In the event any conditions contained in a Work Order conflict with any

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terms, conditions, or clauses in this Agreement, the provisions of this Agreement shall govern, unless clearly and specifically stated otherwise in the Work Order, and specifically reviewed by and authorized by PTA-SCTCE, THIRUVANANTHAPURAM and ETUWA. In the event of an ambiguity between the Work Order and this Agreement, the terms of this Agreement shall control.

4.2. Work Orders (proposal) shall be written as Fixed Price and Fixed Time

4.2.1. Fixed Price Work Orders (proposal) shall specify a fixed price for which a specific task shall be performed to completion by a date certain. It shall be the responsibility of ETUWA to complete the task and all of the deliverables for the price stated in the time required.

4.2.2. Fixed Time Work Orders (proposal) shall specify one or more individuals whose services shall be provided to PTA-SCTCE, THIRUVANANTHAPURAM for a fixed time at an agreed compensation rate. All Fixed Time Work Orders (proposal) may be terminated only on 30 days notice.

4.3. ACTIVATION OF WORK ORDERS.

The following procedure will be followed to initiate and activate a Work Order under this Agreement.

4.3.1. ETUWA or PTA-SCTCE, THIRUVANANTHAPURAM will prepare a Work Statement on a Work Order and submit such form in duplicate, together with all appropriate technical attachments, to the other party for approval.

4.3.2. PTA-SCTCE, THIRUVANANTHAPURAM upon its acceptance shall execute the Work Order and return one fully executed copy to ETUWA.

4.3.3. A Work Order shall become effective only when signed by both parties

4.4. TIME REPORTS

With the exception of Fixed Price Work Orders, for which Time Reports will be waived, ETUWA shall prepare and submit to PTA-SCTCE, THIRUVANANTHAPURAM monthly, or as otherwise specified in the Work Order, time reports showing the total number of hours worked for each of ETUWA employees performing services pursuant to the applicable proposal issued by ETUWA. PTA-SCTCE, THIRUVANANTHAPURAM should review each time report, sign it and return it to ETUWA designated staff member without undue delay. PTA-SCTCE, THIRUVANANTHAPURAM signature will signify that PTA-SCTCE, THIRUVANANTHAPURAM approves the accuracy of the itemization of hours and authorizes payment therefore.

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5. TERM OF AGREEMENT.

This Master Agreement shall be effective when signed by both the parties and shall remain valid for a period of up to 48 months subject to performance in accordance with the obligations of both parties to it.

6. INDEMNIFICATION.

PTA-SCTCE, THIRUVANANTHAPURAM hereby agrees that it will defend, at its own expense, any claim or suit brought against it by third parties (not affiliates of PTA-SCTCE, THIRUVANANTHAPURAM) arising from or related to any act or omission of PTA-SCTCE, THIRUVANANTHAPURAM. PTA-SCTCE, THIRUVANANTHAPURAM further agrees to indemnify ETUWA against any award of damages and costs (including reasonable attorney's fees) made against ETUWA arising from or related to any act or omission of PTA-SCTCE, THIRUVANANTHAPURAM. Indemnification of costs shall extend only to actual costs assessed. PTA-SCTCE, THIRUVANANTHAPURAM obligation to indemnify ETUWA as set forth above is conditioned on PTA-SCTCE, THIRUVANANTHAPURAM giving ETUWA prompt written notice of all claims, providing reasonable cooperation in their investigation and defense, and permitting PTA-SCTCE, THIRUVANANTHAPURAM to defend ETUWA at PTA-SCTCE, THIRUVANANTHAPURAM expense with legal counsel of PTA-SCTCE, THIRUVANANTHAPURAM choice.

Notwithstanding the above, ETUWA will not be required to defend or indemnify PTA-SCTCE, THIRUVANANTHAPURAM with respect to losses or expenses caused by PTA-SCTCE, THIRUVANANTHAPURAM'S own negligence or willful misconduct. In the event of claims combining assured and non-assured allegations, ETUWA shall provide costs of defense, but remains obligated to pay only those damages assessed as the result of acts or omissions of ETUWA. PTA-SCTCE, THIRUVANANTHAPURAM shall have the right to participate in any action with counsel of PTA-SCTCE, THIRUVANANTHAPURAM'S choice at PTA-SCTCE, THIRUVANANTHAPURAM'S expense.

7. CONFIDENTIALITY.

7.1. Confidential materials furnished by PTA-SCTCE, THIRUVANANTHAPURAM relating to the performance of any Work Order, and PTA-SCTCE, THIRUVANANTHAPURAM'S software and hardware are the property of COLLEGE OF PTA-SCTCE, THIRUVANANTHAPURAM and shall be treated as 'confidential' and shall not be disclosed to third parties by ETUWA and its employees without PTA-SCTCE, THIRUVANANTHAPURAM 's prior approval.

7.2. Confidential materials furnished to PTA-SCTCE, THIRUVANANTHAPURAM by ETUWA relating to the performance of any Work Order, and ETUWA software and hardware are the property of ETUWA and shall be treated as 'confidential' and shall not be disclosed to third parties by PTA-SCTCE, THIRUVANANTHAPURAM and its employees without ETUWA prior approval. This shall not apply to materials necessary to utilize the Deliverables or to derive the intended benefit of the Deliverables, which may be disclosed but only to the extent

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necessary to permit PTA-SCTCE, THIRUVANANTHAPURAM to utilize the Deliverables for their intended purpose.

7.3. ETUWA and PTA-SCTCE, THIRUVANANTHAPURAM('Parties') shall not use or disclose to any third party any such Confidential Information. Parties agree to take all necessary steps to protect any Confidential Information with at least the same degree of care that Parties uses to protect its own confidential and proprietary information of like kind, but not less than reasonable care. Parties shall not use Confidential Information other than to perform Services in accordance with this Agreement and for the creation and tendering of Deliverables in accordance with this Agreement. A party's Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omissions of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party. In the event that a receiving party receives a binding request from a governmental agency or court requiring disclosure of Confidential Information, the receiving party will notify the disclosing party in sufficient time to permit the disclosing party to object to and defend against the disclosure.

8. OWNERSHIP RIGHTS IN DELIVERABLES.

8.1. PTA-SCTCE, THIRUVANANTHAPURAM acknowledges that the Deliverables may in whole or in part be created using ETUWA prior acquired knowledge, skill and expertise, and may include ETUWA proprietary information and prior developed intellectual property of ETUWA, which ETUWA shall continue to own and have an unrestricted right to use for other purposes. ETUWA may retain archival copies of the Deliverables for internal use of ETUWA and nothing herein shall prevent ETUWA from continuing to use ETUWA information, knowledge, skill and/or expertise for other purposes

8.2. Upon termination or expiration of this Agreement, all software, documentation or materials belonging to ETUWA or PTA-SCTCE, THIRUVANANTHAPURAM shall be returned to the respective owner thereof and no copies shall be retained by the non-owning party unless the respective owner consents thereto. This shall not include documentation or other materials necessary for PTA-SCTCE, THIRUVANANTHAPURAM to properly utilize the Deliverables and/or products developed.

9. WARRANTIES AND REPRESENTATIONS OF ETUWA.

9.1. ETUWA warrants that all work performed shall be done in a good and professional manner in accordance with the standards in ETUWA profession.

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RS.50/-

THIRUVANANTHAPURAM
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9.2. Intellectual Property: ETUWA warrants that it owns or has the rights to, and the power and authority to transfer the Deliverables to PTA-SCTCE, THIRUVANANTHAPURAM and that it has the rights in the Deliverables granted hereby. ETUWA further warrants that the Deliverables shall be delivered free of any rightful claim of any third party for infringement, copyright, trade secret, or other intellectual property right. ETUWA shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that PTA-SCTCE, THIRUVANANTHAPURAM gives ETUWA prompt notice of any such claim of which it learns. No such settlement which prevents PTA-SCTCE, THIRUVANANTHAPURAM from continuing to use the Deliverables as provided herein shall be made without PTA-SCTCE, THIRUVANANTHAPURAM's prior written consent. In all events, PTA-SCTCE, THIRUVANANTHAPURAM shall, at its own cost and expense, have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. If the Deliverables, or any part thereof, are held to constitute such an infringement and the use for the purpose intended of said Deliverables is enjoined, then ETUWA shall, at its reasonable expense and option, either procure for PTA-SCTCE, THIRUVANANTHAPURAM the right to continue using same, or replace same with a non-infringing product, or modify same so it becomes non-infringing.

9.3 ETUWA agrees that in cases where ETUWA executes a project where the conceptualization was done entirely by PTA-SCTCE, THIRUVANANTHAPURAM, all Deliverables, which means and includes all reports, designs, diagrams, studies, conclusions, recommendations, analyses and other materials developed, generated or produced by ETUWA pursuant to a Work Order, including, but not limited to, analysis, design, custom programming, documentation shall be exclusively owned by PTA-SCTCE, THIRUVANANTHAPURAM and shall be used by PTA-SCTCE, THIRUVANANTHAPURAM for use as a contribution to a collective work, and considered a "WORK MADE FOR HIRE" as that term is defined for copyright and other purposes.

10. EMPLOYEE SOLICITATION.

During the term of this Agreement, and for three year after the termination of this Agreement and all Work Orders, neither party will solicit or employ employees of the other party without the permission of the other Party.

11. EMPLOYEE ROTATION.

ETUWA reserves the right to replace ETUWA employee at any installation of PTA-SCTCE, THIRUVANANTHAPURAM during the performance of any Work Order(s) provided that such replacement employee shall possess substantially equivalent training, skills and level of competence required to perform assigned duties as defined in the Work Order. Provided further, however, that as to certain employees of ETUWA which PTA-SCTCE, THIRUVANANTHAPURAM shall identify as key persons in any Work Order, substitution of such persons shall be with the agreement of PTA-SCTCE, THIRUVANANTHAPURAM and PTA-SCTCE, THIRUVANANTHAPURAM may terminate a Work Order if a key person

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terminates and cannot be replaced to the satisfaction of PTA-SCTCE, THIRUVANANTHAPURAM.

12. INVOICES AND PAYMENTS.

Invoicing and payment shall be as specified in a Work Order, and PTA-SCTCE, THIRUVANANTHAPURAM will pay to ETUWA the invoice amounts within 7 days after receipt of invoice.

12.1 PTA-SCTCE, THIRUVANANTHAPURAM hereby agrees that when PTA-SCTCE, THIRUVANANTHAPURAM and ETUWA enters into an agreement on a work order to be executed by ETUWA, PTA-SCTCE, THIRUVANANTHAPURAM will be the customer of ETUWA regardless of who the actual end-client is, and that it will be completely PTA-SCTCE, THIRUVANANTHAPURAM's responsibility to make payments on invoices in the stipulated time, regardless of whether the end-client has made the payment or not.

12.2 Payment schedule will depend entirely on the Proposal approved, and will be detailed in the Work Order agreement.

12.3 All monetary transactions will be in Indian Rupees only, and payments to ETUWA should be done by depositing the amount in the bank account controlled solely by ETUWA

12.4 The cost model for support will depend solely on the work order to be executed, and will be mentioned in the work order agreement. It can either be a percentage of the quote and shall be collected as yearly service charges, or (for clients who do not require constant maintenance and support) an amount that depends on the time, effort and manpower used to provide support.

13. TERMINATION OF AGREEMENT.

13.1. Either party by written notice of not less than 30 days may terminate this Agreement; however, the terms provided in Sections 6, 7 and 8 shall survive any such termination.

13.2. All Work Orders executed prior to the effective date of termination of this Agreement shall be completed as if this Agreement were still in force and effect, unless the Work Order has also been terminated in accordance with this Agreement, or in accordance with the Work Order.

14. TERMINATION OF WORK ORDERS.

14.1. **Without Cause.** Any individual Work Order under this Agreement may be terminated, in whole or in part, by PTA-SCTCE, THIRUVANANTHAPURAM, upon not less than 30 days written notice to ETUWA, for reasons PTA-SCTCE, THIRUVANANTHAPURAM shall determine that such termination is in its best interest. PTA-SCTCE,

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THIRUVANANTHAPURAM shall be obligated to pay for time, materials and project related expenses incurred prior to the termination date, and any irrevocable expenses committed to by ETUWA prior to notice of cancellation.

14.2. PTA-SCTCE, THIRUVANANTHAPURAM may terminate this Agreement and any Work Order immediately upon notice to ETUWA for any material breach of this Agreement, subject to ETUWA's right to cure any breach within 15 days of the date of the Notice.

14.3. ETUWA shall, on or before the date of termination, turn over to PTA-SCTCE, THIRUVANANTHAPURAM all programs, documentation, reports, data, flow diagrams, materials, and all work in process generated during the performance of the terminated Work Order. If this Agreement is terminated because of breach by ETUWA, PTA-SCTCE, THIRUVANANTHAPURAM may, but shall not be obligated to, accept any Deliverables, or part thereof completed by ETUWA up to the termination, and for any Deliverables accepted, PTA-SCTCE, THIRUVANANTHAPURAM shall pay ETUWA in accordance with the provisions of the Work Order, or in such reasonable amount as the parties agree.

15. NOTICES

Any notice or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally or sent by facsimile, registered mail or certified mail, postage prepaid and addressed as noted in the preamble of this Agreement, provided however, that any invoices to PTA-SCTCE, THIRUVANANTHAPURAM shall be sent to PTA-SCTCE, THIRUVANANTHAPURAM

16. INDEPENDENT CONTRACTOR.

In making and performing this Agreement, the parties act and shall act at all times as independent contractors, and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party.

17. FORCED WORK STOPPAGE.

Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the party.

18. ASSIGNMENT.

Except as provided herein, this Agreement may not be assigned except upon the written Agreement of the parties. This Agreement may be assigned by ETUWA without PTA-SCTCE, THIRUVANANTHAPURAM approval, to any entity, which shall mean any affiliated entity, or any entity in which ETUWA has a financial or other legal interest.

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19. Commencing as of the Agreement Date, ETUWA will not enter into any new or amend any existing agreements or arrangements, with Third Parties and PTA-SCTCE, THIRUVANANTHAPURAM's customers, particularly with the customer for whom ETUWA is providing the services for which the Master Service Agreement is entered, without PTA-SCTCE, THIRUVANANTHAPURAM's written consent. ETUWA represents and warrants that all obligations with respect to the Third Party Contracts, accruing prior to or attributable to periods prior to the applicable Service Agreement Effective Date have been satisfied.

20. GENERAL

20.1. Both parties agree that, except as may be required by applicable law or regulations, they shall not disclose in advertising, publicity, or otherwise the terms and conditions of this Agreement without prior written consent of the other party.

20.2. Each paragraph and provision is severable from the Agreement, and if one or more provisions or parts are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

20.3 This Agreement shall be incorporated in any and all Work Orders by reference with the same effect as this Agreement had been combined in and made a part of the Work Order in its entirety.

20.4 This Agreement, and any related Work Orders, contains the entire agreement between the parties, in relation to their subject matter, and there are no other agreements or understandings, verbal or otherwise, between the parties at the time of execution of this Agreement. No statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

20.5. TIME IS OF THE ESSENCE:

All fixed price and time and materials-based Work Orders shall be completed by the completion date specified in the Work Order. Delays beyond the scheduled date shall be a breach of this agreement.

20.6 ARBITRATION:

All disputes, differences and questions of any nature which at any time arise between the Parties to this Agreement or their respective representatives and assigns or any of them out of the construction of or concerning anything contained in or arising out of this Agreement or as to the rights, duties or liabilities under it of the Parties to it respectively or their respective representatives shall be Referred to arbitration under the Indian

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Arbitration and Conciliation Act, 1886. The Arbitration proceedings shall be held at Calicut, Kerala, India.

21. MUTUAL AGREEMENT TERMS

21.1. CAMPUS SOFTWARE MODULES:

- User login System Module
- Staff/ Student/Parent Module
- Registration/ Admission Module
- Course and Batches Module
- Lab Module
- Placement Module
- Transport Module
- Hostel Module
- Alumni Module
- Club Module
- Exam Module
- Analysis Module
- Survey Module
- Question Bank Module
- Bulk Mark Entry Module
- Document Management Module
- Assignment / Study Material Module
- Series Exam / Internal Exam / Module Test
- Grievance Redressal Module
- SMS alerts / Emails / Internal messaging system Module
- Custom Report Module
- Fee Module
- Online Payment Module
- NAC Accreditation Module
- Outcome Based Education Module
- SAR Module
- Mobile Application for Subject Staff/Student/Parent(Native Android and iOS)
- Data Exporting Module (csv, excel, word and pdf)

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21.2. PAYMENT

Payments by PTA-Sree Chitra Thirunal College of Engineering, Thiruvananthapuram to Etuwa shall be prompt and Client shall purchase the following terms:

- The contract period between Etuwa Concepts and PTA-SCTCE, Thiruvananthapuram should be for Four year.
- Campus Management Software will charge 4,50,000/- Rupees for four year duration and the amount is exclusive of 18% GST 1% KFC.
- After successful delivery of the software, the charges will be collected only as onetime payment.
- After the end of 4 year contract period the rate for the service, support and maintenances will be revised based on the support level PTA-SCTCE, Thiruvananthapuram chooses.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized agents as of the date first above written.

AGREED AND ACCEPTED:

Etuwa Concepts.Pvt.Ltd

PTA-SCTCE, Thiruvananthapuram

For Etuwa Concepts Pvt. Ltd


Director

Name: Muhammed Shameer. N.P

Name: _____

Title: Executive Director

Title: _____

Date: 27/05/2020

Date: _____

