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CS 659534

MASTER SOFTWARE SERVICES AGREEMENT

1. This Master Consulting Service Agreement 'Agreement' is entered into as of 27-04-2023 between Principal, Sree Chitra Thirunal College of Engineering, Thiruvananthapuram (hereinafter referred to as SCTCE) having its office at Pappanamcode, Thiruvananthapuram, Kerala- 695018 and Etuwa Concepts Private Limited (hereinafter referred to as 'ETUWA') having its office at 3rd Floor, CKR junction, Kannur -Kerala-670004.

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

3. ETUWA agrees to provide services to SCTCE and SCTCE 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 SCTCE the various categories of personnel specified at the rates specified in all Work Order(s) issued under and incorporated into this Agreement.

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.

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Principal
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Pappanamcode
Kerala

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STAMP VENDOR KARAMANA

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3.1.3. SCTCE 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 SCTCE. The responsibility for specification of the work to be performed and the specific services hereunder shall be exclusively that of SCTCE. 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 SCTCE, 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 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 SCTCE 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.

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4.2.2. Fixed Time Work Orders (proposal) shall specify one or more individuals whose services shall be provided to SCTCE 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 SCTCE 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. SCTCE 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 SCTCE 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. SCTCE should review each time report, sign it and return it to ETUWA designated staff member without undue delay. SCTCE signature will signify that SCTCE approves the accuracy of the itemization of hours and authorizes payment therefore.

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STAMP VENDOR, KARAMANA

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5. TERM OF AGREEMENT.

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This Master Agreement shall be effective when signed by both the parties and shall remain valid for a period of up to 36 months subject to performance in accordance with the obligations of both parties to it.

6. INDEMNIFICATION.

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

Notwithstanding the above, ETUWA will not be required to defend or indemnify SCTCE with respect to losses or expenses caused by SCTCE'S own negligence or willful misconduct and vice versa. 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. SCTCE shall have the right to participate in any action with counsel of SCTCE'S choice at SCTCE'S expense.

7. CONFIDENTIALITY.

7.1. Confidential materials furnished by SCTCE relating to the performance of any Work Order, and SCTCE's software and hardware are the property of SCTCE and shall be treated

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Principal
SCTCE
Pappanamcode

A. SURESH KUMAR
STAMP VENDOR KARAMANA



as 'confidential' and shall not be disclosed to third parties by ETUWA and its employees without SCTCE's prior approval.

7.2. Confidential materials furnished to SCTCE 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 SCTCE 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 necessary to permit SCTCE to utilize the Deliverables for their intended purpose.

7.3. ETUWA and SCTCE ('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. SCTCE 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 SCTCE 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 SCTCE 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.

9.2. Intellectual Property: ETUWA warrants that it owns or has the rights to, and the power and authority to transfer the Deliverables to SCTCE 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 SCTCE gives ETUWA prompt notice of any such claim of which it learns. No such settlement which prevents SCTCE from continuing to use the Deliverables as provided herein shall be made without SCTCE's prior written consent. In all events, SCTCE 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 SCTCE 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 SCTCE, 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 SCTCE and shall be used by SCTCE 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 SCTCE 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 SCTCE shall identify as key persons in any Work Order, substitution of such persons shall be with the agreement of SCTCE and SCTCE may terminate a Work Order if a key person terminates and cannot be replaced to the satisfaction of SCTCE.

12. INVOICES AND PAYMENTS.

Invoicing and payment shall be as specified in a Work Order, and SCTCE will pay to ETUWA the invoice amounts within 7 days after receipt of invoice subject to clause 21.2.

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Deliverables, or part thereof completed by ETUWA up to the termination, and for any Deliverables accepted, SCTCE 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, e-mail, registered mail or certified mail, postage prepaid and addressed as noted in the preamble of this Agreement, provided however, that any invoices to SCTCE shall be sent to SCTCE

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 SCTCE approval, to any entity, which shall mean any affiliated entity, or any entity in which ETUWA has a financial or other legal interest upon the written consent of SCTCE.

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 SCTCE's customers, particularly with the customer for whom ETUWA is providing the services for which the Master Service Agreement is entered, without SCTCE'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.

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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 Arbitration and Conciliation Act, 1986. The Arbitration proceedings shall be held at Kollam, Kerala, India.

20.7 This agreement shall be in effect from 02nd January 2023 (Second day of January two thousand and twenty-three).

21. MUTUAL AGREEMENT TERMS

21.1. CAMPUS SOFTWARE MODULES:

- User login System Module
- Super administrator Module
- Principal Module
- UG/PG Dean Module
- HOD Module
- Staff Advisor Module
- Staff Module
- Student Module

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- Parent Module
- Staff FDP Module
- Registration/ Admission Module
- Course and Batches Module
- Lab Module
- Placement Module
- Holiday Settings 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
- Semester Registration Module
- Due Management Module
- Calendar Notification
- Grievance Redressal Module
- SMS alerts / Emails / Internal messaging system Module
- Custom Report Module
- Fee Module
- Hostel Module
- Consultancy Module
- Counseling Module
- Document Request Module
- Online Payment Module
- Staff Career Module
- Ticket Module
- Internship Management
- Accreditation Module

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- Online Learning Module
- Online Exam Module
- Online Assessment 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)

21.2. PAYMENT

Payments by SCTCE to Etuwa shall be prompt and Client will be purchasing the following terms:

- The contract period between ETUWA and SCTCE will be for Three years.
- Etlab – Campus Erp has two pricing plans available as mentioned below and you may choose either one plan as per the convenience of SCTCE.

2023-24 Academic Year

1. Rupees 175/- per student per year for the total count of students in the institution.
2. Rupees 700/- (i.e., 175*4 years) per each new BTech regular admission, Rupees 525/- (i.e., 175*3 years) per each new BTech lateral admission and Rupees 350/- (i.e., 175*2 years) per each new MTech admission.

And for 2024-25 and 2025-26 Academic Year

1. Rupees 200/- per student per year for the total count of students in the institution.
2. Rupees 800/- (i.e., 200*4 years) per each new BTech regular admission, Rupees 600/- (i.e., 200*3 years) per each new BTech lateral admission and Rupees 400/- (i.e., 200*2 years) per each new MTech admission.

The 50% the total software charges for the year 2023-24 as per the selected pricing plan has to be paid before 30th April 2023 and the remaining 50% before 30th October 2023. And for 2024 and 2025 academic year the payment will be one time and the date will be on or before September 30th of the perspective year.

- After the end of 3-year contract period the rate for the service, support and maintenances will be revised based on the support level SCTCE chooses.

21.3. COMMUNICATION

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- Point of contact between ETUWA and SCTCE will be

- Email - info@etuwa.in and support@etuwa.in
- Call / SMS / WhatsApp - +91 8113 040 003
- +91 8113 050 003
- +91 8113 060 003
- +91 8113 070 003
- +91 8113 080 003
- +91 8113 880 003

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:

For Etuwa Concepts Pvt. Ltd

Shameem
Director

Etuwa Concepts Pvt. Ltd.

Sheeja

Sree Chitra Thirunal College of Engineering, TVM

Name: SHAMEEM A.P
Title: EXECUTIVE DIRECTOR
Date: 27/04/2023

Name: Dr. SHEEJA M.F
Title: PRINCIPAL
Date: 29/04/2023

Witness 1:

Rejuman. R
Asst. Prof.
Dept. of CSE
SCTCE
Rejuman
27/4/2023

Witness 1: *Dr. Subu Sureshan*
Professor
Dept. of CSE, SCTCE
HS
27/4/23

