

# SKOOLCOM TECHNOLOGIES

## SKOOLCOM SERVICE AGREEMENT

This Agreement is made and executed on this 16th day of JUNE, 2017 by and between:

M/s. SKOOLCOM TECHNOLOGIES, having its office at 203, II floor, shivam infra. Kanagiguda, Tirmulgherry, Secunderabad - 500015. Telangana State India. Represented by its proprietor **Mr. VINOD KUMAR MUNDADA**

(Hereinafter called as the "FIRST PARTY" which term shall mean and include all its successors-in-interest, executors, assigns, etc., of the ONE PART)

AND

**M/S. Sri Indu Institute of Pharmacy Sheriguda (v) Ibrahimpatnam (M) Ranga Reddy District – 501510, Hyderabad, Telangana State** Represented by its Principal – **Dr. SAMBASIVA RAO AMBATI**, and with its society as Loyola Model Education society Vanasthalipuram, Hyderabad.

(Hereinafter called as the "SECOND PARTY" which term shall mean and include all its successors-in-interest executors, assigns, etc., of the OTHER PART)

**WHEREAS** the First Party is engaged in the business of diagnostic testing, curriculum based report analysis and communication services for educational institutions in India.

**WHEREAS** the First Party is the owner of the application designed and developed by it known as "Skoolcom" which helps in carrying out the modules mentioned in the above paragraph (Hereinafter called as the "Product")

**WHEREAS** the Second Party has Educational Institutions in Sheriguda (v) Ibrahimpatnam (M) Ranga Reddy District – 501510, Hyderabad, Telangana State.

**WHEREAS** the First Party demonstrated its Product to the Second Party and the Second Party has shown its interest to use First Party's Product to conduct diagnostic test, reporting and communication services of its educational institutions as per the features of the product. The Second Party requested the First Party to install the Product and the First Party agreed to do the installation as requested by the Second Party.

That this agreement shall be valid for a period of five Academic year's starting from 16<sup>th</sup> June 2017 up to 30<sup>th</sup> April 2022, and could be renewed as per the mutual interest and consent of both the parties.



**NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER:**

**Product**

1. That the Product means and includes the concept, all inventions, processes, patents, engineering and source code, the executable, skills taught, hardware provided if any and services delivered directly by the First Party to Second Party or the ones implied from the deliveries, and other technical information whether patented or patentable or not, which are presently owned by the First Party.
2. That the Product shall enable Second Party to conduct curriculum-based test, report analysis of exams conducted as per syllabus, apart from value added services such as tracking, Attendance, Examination Scheduling, Fee Tracking, Event and Event Participation, Formal and Informal Groups of Students as per the policies of the Second Party.
3. That the Product enables the Second party in communicating the information stored with it over the mobile phones, Internet and through emails to the recipients designated by the Second Party, and also has the capabilities to responds to the relevant queries to fetch stored information through SMS, and voice.

**Subscriptions**

4. That one subscription means one student and one recipient combination. For example, a recipient could be a father, mother, guardian, teacher, principal & etc.

**Deliverables**

5. First Party will promptly furnish to Second Party with product and the related services as Second Party may require from time to time during the term of this agreement in connection with Product.
6. First Party can send unlimited communication (messages and voice) in a year, limited to the purpose of educational services of the student to the respective parent as mentioned in clause
7. The First Party shall provide a person in order support the implementation and feed necessary data throughout the agreement period.
8. The Second Party shall provide First Party, 1 Computer with a minimum configuration of Pentium IV processor and 512 MB RAM, pre-loaded with genuine Microsoft XP/Windows 2007 Professional Operating System, and power backup for minimum of 15 minutes and should provide Internet Connection.

**Terms of Use**

9. That the Product license is non-transferable. Second Party is licensed to use this product in the campuses/branches/subsidiaries explicitly mentioned in this agreement only.
10. The Second party shall safeguard the software from any theft by not giving access of the software to any third party and shall not attempt any reverse engineering techniques.





### **Messaging / Communication Responsibilities**

11. That the Second Party will not involve in any sort of spamming activities using the Product and shall abide by the applicable laws that are in force or that might come into force.
12. That the Second Party will take the total responsibility of the Content / Message text being sent in every communication with respect to the context and the tone of the message. First party will take the responsibility for exact / "as-is" delivery of the message to the recipient.
13. That the First party is only providing the software to pass messages to the recipients. The Second Party has to take due care in relation to the Nature of Information passed to the recipients.
14. That the Second Party shall seek the consent of the recipients to whom the messages would be sent.
15. That the Second Party acknowledges that the message delivery is dependent on the communication network and that the First Party shall not be made responsible for any undelivered or delayed messages.

### **Pricing and Payment - Subscription Charges**

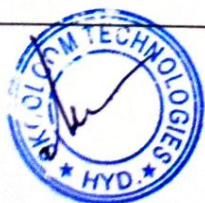
16. That the Second Party shall pay to the First Party the subscription charges of Rs. 150/- (in words Rupees one hundred and Eighty only) Per Student per Annum for active subscription for the Academic year 2017-2018, 2018-2019, 2019-2020, 2020-2021 & 2021-22.
  - 1) Every Year JULY Month – 150/- Per Student
17. That the First Party reserves the right to revise the pricing per active subscription for the next term after discussing the same with the Second Party and by providing a cause for such a change. However, the First Party does not have the right to change the pricing per active subscription for the term of this agreement till April 30<sup>th</sup> 2022.

### **Privacy**

18. That No personally identifiable information of the Second Party or its customers or its associates available with the First Party shall ever be communicated or sold to any third party by the First Party.
19. That the Second Party acknowledges not to disclose any technical secrets, trade secrets and such other confidential information to any third party, without a written consent from the First Party.

### **Enforcement**

20. That the First Party has every right to check with the Second Party in regard to the verification of the number of subscriptions with the institute and adherence to privacy and confidentiality of the software. The Second Party shall provide its cooperation to the First Party in relation to the verification.
21. Notices and other communications under the agreement shall be in writing or in print by telex, speed post, fax or by through their respective servers or by any other mode mutually agreed upon from time to time addressed as indicated in description of parties above.



**Jurisdiction**

22. That this agreement shall be construed and governed by the laws of India.
23. That the Civil Courts in Hyderabad shall have exclusive jurisdiction for matter relating to this Agreement including Arbitration Proceedings.
24. That such dispute claim or controversy between the Parties relating to this Agreement and/or arising out of this Agreement transaction shall referred to the Sole Arbitrator to be mutually appointed failing which to be appointed by the Court in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under. The Decision of Arbitrator shall be final and binding on the both Parties.
25. That the Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the Venue of Arbitration shall be at Hyderabad. (Telengana State)
26. That all the rights and obligations of both the parties will continue during the period of arbitration subject to the terms of this Agreement.

IN WITNESS WHEREOF the parties have put their hands on the day and year first hereinabove written.

**WITNESS:**

1.



2.

Second Party