



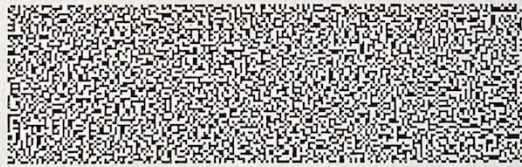
## INDIA NON JUDICIAL

### Government of Karnataka

#### e-Stamp

Certificate No. : IN-KA06013798658215R  
Certificate Issued Date : 26-Sep-2019 06:10 PM  
Account Reference : NONACC (FI)/ kacrsf108/ YELAHANKA9/ KA-BN  
Unique Doc. Reference : SUBIN-KAKACRSFL0833071031118063R  
Purchased by : 1 MESSAGE TECHNOLOGY PVT LTD  
Description of Document : Article 12 Bond  
Description : SOFTWARE SERVICES AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : 1 MESSAGE TECHNOLOGY PVT LTD  
Second Party : SJB INSTITUTE OF TECHNOLOGY  
Stamp Duty Paid By : 1 MESSAGE TECHNOLOGY PVT LTD  
Stamp Duty Amount(Rs.) : 200  
(Two Hundred only)

Authorised Signatories  
SAHAKARANAGAR CR CO. OP. SOCIETY  
Sahakaranagar, Bangalore-560 092



Please write or type below this line

#### SOFTWARE SERVICES AGREEMENT

This Agreement is executed on this 1<sup>st</sup> day of May, 2019 at Bangalore

BY AND BETWEEN

M/s. 1MESSAGE TECHNOLOGY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at Level 3 Arden Dale, R.T Nagar Main Road,



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#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Bangalore -560 032, herein after referred to as "1message" or "LICENSOR" for brevity) and represented by its Managing Director **Mr. Arun Gowda** of the ONE PART

AND

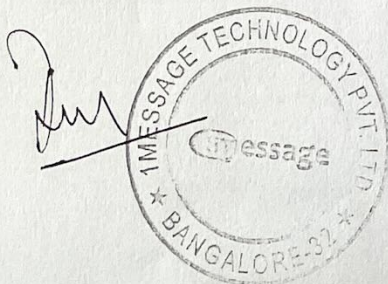
M/s. SJB INSTITUTE OF TECHNOLOGY, an educational institute incorporated under the UGC Act, 1956, having its registered office at #67, BGS Health & Education City, Kengeri Bangalore - 560 060 Karnataka, India herein after referred to as "the Client" or "LICENSEE" for brevity ) and represented by its Managing Director Revered **Sri Sri Dr. Prakashnatha Swamiji** of the OTHER PART

which terms shall, unless repugnant to the subject or context thereof, be deemed to include their respective successors in office and Assignees.

1MESSAGE TECHNOLOGY PRIVATE LIMITED has agreed to grant to the Client. a non-exclusive license to use CAMPUS Software Services and associated documentation listed in the Schedule and to provide certain services to the Licensee in respect of maintenance and technical support upon the terms and conditions of this agreement.

### Definitions

1. In this agreement, unless repugnant to the subject or context thereof the following terms shall have the meanings assigned hereunder:
  - a) "License Fee" means the fee for CAMPUS.UNO Software access license per annum to be provided by 1message to the Licensee according to the terms and conditions of this agreement.
  - b) "Additional Fee" means the price charged by 1MESSAGE for additional work undertaken on a time and materials basis.
  - c) "Licensed Software" means access to CAMPUS.UNO Software through a browser interface offered as SaaS model.
  - d) "New Release" means any improved or modified features of any of the Licensed Software issued by 1message from time to time.
  - e) "Designated Equipment" means the computer equipment used by the Licensee for the installation and operation of CAMPUS.UNO Software Program set out in the Schedule situated at the Place(s) of Use set out in the Schedule.
  - f) "Place(s) of Use" means those of the Licensee's premises as described in the Schedule where the Licensed Software may be used.





- g) "Software Documentation" means the instruction manuals, user guides and other information to be made available by 1message at its discretion in machine readable form to the Licensee.
- h) "Program Specifications" means the technical specifications from time to time published by 1message in respect of the Licensed Programs.
- i) "Renewal Date" means the date on which the software service commences as per the terms and conditions of this agreement.
- j) "Services" means the provision of Software Service and Technical Support Service including training and guidance services.
- k) "Software Service" means such services which are required to keep the CAMPUS.UNO Software Program functional and in good serving/working condition.
- l) " Technical Support Service " means provision of such services which involve modification, up-gradation and improvement of the software including any technical assistance required to make the Program functional.
- m) " Use " means the copying or transmission of the Licensed Software ( or where in machine readable form ) the Program Documentation for the processing of the instructions contained in the Licensed Software (or as the case may be ) the Software Documentation.

#### **Grant of License**

2. The Licensor, in consideration of the receipt of License Fee, grants to the Licensee a non-exclusive license to use the Licensed Software and where appropriate, the Software Documentation.

#### **Provision of Services**

3. The Licensor, in consideration of the payment by the Licensee, of the annual fee from time to time, for software, undertakes to provide Software Service and Technical Support Service to the Licensee upon the terms and conditions of this agreement.

#### **Software Service**

- 4.1 For the duration of this agreement the Licensor shall provide in respect of each of the Licensed Software such category of Software Support Service as shall be indicated in the Schedule.
- 4.2 Software Support may comprise all or any of the following categories:
  - 4.2.1 Advice by telephone or email on the Use of the Licensed Software
  - 4.2.2 Information and advice by telephone or email on forthcoming New Releases of the Licensed Software.





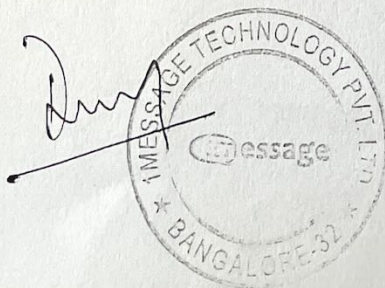
- 4.2.3 Upon request by the Licensee the diagnosis of faults in the Licensed Software and the rectification of such faults by the issue of fixes in respect of the Licensed Software and the making of all necessary consequential amendments (if any) to the Software Documentation.
- 4.2.4 The creation and dispatch to the Licensee from time to time at the 1message's sole discretion of fixes in respect of the Licensed Software.
- 4.2.5 The creation and dispatch to the Licensee from time to time at the 1message's sole discretion of a New Release of the Licensed Software or Software Documentation.
- 4.3 The Response Time for Software Support shall be between the hours of 0900 and 1800 IST Monday through Friday. 1message shall use its reasonable endeavors to respond within 2 hours of receipt of the request.
- 4.4 Software Support Service shall not include the diagnosis and rectification of any fault resulting from:
- 4.4.1 The improper use, operation or neglect of the Licensed Software by the party of Second Part/Client;
- 4.4.2 The use of the Licensed Software on equipment other than the Designated Equipment.
- 4.4.3 The failure by the Licensee to implement recommendations in respect of or solutions to faults previously advised by 1message.
- 4.4.4 The use of the Licensed Software for a purpose for which they were not designed.
- 4.4.6 Any defect or malfunctioning of the designated equipment of the licensee.

### Technical Support Service

- 5.1 1message shall upon the request by the Licensee provide Technical Support Service, notwithstanding that the fault results from any of the circumstances described as above. 1message shall in such circumstances, the discretion of the Client is final and 1message shall binding on any such decision taken by the Client.
- 5.2 The Licensee shall supply in writing to the 1message a detailed description of any fault requiring Technical Support Service and the circumstances in which it arose forthwith upon becoming aware of the same.

### Property and Confidentiality in the Licensed Program Materials

- 6.1 The Licensed Program Materials contain confidential information of the 1message and all copyrights, trademarks and other intellectual property rights in the Licensed Program Materials are the exclusive property of 1MESSAGE.
- 6.2 The Licensee shall not:





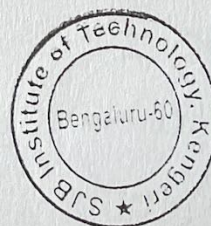
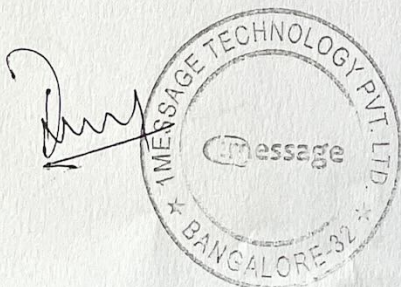
- 6.2.1 Save as provided in clause 7 below copy the whole or any part of the Licensed Software Materials;
- 6.2.2 Install, transmit or otherwise use the whole or any part of the Licensed Software Materials upon any other equipment than upon the Designated Equipment within the Place(s) of Use.
- 6.2.3 Modify, merge or combine the whole or any part of the Licensed Software Materials with any other software or documentation with the exception of network and corporate discount licensees.
- 6.2.4 Assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Licensed Program Materials nor use on behalf of or make available the same to any third party; or
- 6.2.5 Reverse compile the whole or any part of the Licensed Software Materials from Object code into Source code.
- 6.3 The Licensee shall:
- 6.3.1 keep confidential the Licensed Software Materials and limit access to the same to those of its employees, agents and sub-contractors who either have a need to know or who are engaged in the Use of the Licensed Software;
- 6.3.2 reproduce on any copy of the Licensed Software Materials the 1message's copyright and trade mark notices;
- 6.3.3 maintain an up-to-date written record of the number of copies of the Licensed Software Materials and their location and upon request forthwith produce such record to 1message; and
- 6.3.4 Without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and intellectual property rights of 1message in the Licensed Software Materials.
- 6.4 The Licensee shall inform all relevant employees agents and sub-contractors that the Software Materials constitute confidential information of the 1message and that all intellectual property rights therein are the property of 1message and the Licensee shall take all such steps as shall be necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this clause 6.

### **Copying of the Licensed Software Materials**

- 7.1 The Licensee shall not be entitled to copy in whole or in part the Program Documentation, without the prior written consent of the Company. However, the Licensor will take all precautionary measures to save the complete BGS Data in Secure way and in case or at any moment to fulfill its obligations, then the Licensor shall supply the same, unconditionally.

### **Warranty**

- 8.1 Subject to the exceptions set out in clause 8.4 below the Licensor warrants that:





- 8.1.1 its title to and property in the Licensed Software Materials is free and unencumbered and that it has the right, power and authority to license the same upon the terms and conditions of this agreement;
- 8.1.2 the Licensed Software will for a period of 365 days from the date of delivery conform to the Program Specifications; and
- 8.1.3 It will perform the Services with reasonable care and skill.
- 8.2 The Licensee shall give notice to 1message as soon as it is reasonably able to upon becoming aware of a breach of warranty.
- 8.3 1message shall have no liability to remedy a breach of warranty where such breach arises as a result of any of the circumstances described in clause 4.4 above.
- 8.4 Without prejudice to the foregoing 1message does not warrant that the Use of the Licensed Software will meet the Licensee's data processing requirements or that the operation of the Licensed Programs (including where in machine-readable form the Software Documentation) will be uninterrupted or error free.
- 8.5 Subject to the foregoing, all conditions, warranties, terms and undertakings express or implied, statutory or otherwise in respect of the Licensed Software Materials and the provision of the Services are hereby excluded.

#### **Duration and Termination**

- 9.1 This agreement shall commence from the date of its execution and shall continue until terminated by the parties herein below mentioned on any one of the reasons: however, this agreement come into force from the Academic Year of 2019-20 and it shall not refer to any particular date of signing this agreement.
- 9.2 This agreement may be terminated:
- 9.2.1 This agreement will remain valid for minimum period of 5 years; however it will be renewed annually.
- 9.2.2 By the Licensee giving notice to 1message not less than 30 days prior to any Renewal Date.
- 9.2.3 Forthwith by 1message if the Licensee fails to pay any sum due hereunder within 30 days of the due date therefore.
- 9.2.4 Forthwith by either party if the other commits any material breach of any term of this agreement and which shall not have been remedied within 30 days of a written request to remedy the same.
- 9.3 Any termination of this agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

#### **Force Majeure**





- 10.1 Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control/or act of God/unforeseen acts.
- 10.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 10.3 If a default due to an Event of Force Majeure shall continue for more than 4 weeks then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of an Event of force Majeure, but in all other cases, Licensor shall be the responsibility to save the BGS DATA.

#### **Entire Agreement**

- 11.1 The Company shall not be liable to the Licensee for loss arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of execution of this agreement other than those representations, agreements, statements or undertakings confirmed by a duly authorised representative of the Company in writing or expressly incorporated or referred to in this agreement.
- 11.2 The Licensee accepts that the Licensed Program Materials were not designed and reproduced to its individual requirements and that the Licensee was responsible for their selection.

#### **Non-Disclosure Undertaking**

12. 1message undertakes to the Licensee to keep confidential all information (written or oral) concerning the business and affairs of the Licensee, that it shall have access to, obtained from or received as a result of having access to the Designated Equipment.

#### **Successors**

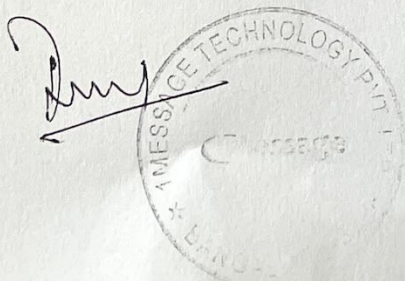
13. This agreement shall be binding upon and endure for the benefit of the successors in title of the parties hereto.

#### **Assignment and Sub-licensing**

14. The Licensee shall not be entitled to assign this agreement nor any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the Licensed Software Materials without the prior consent of 1message.

#### **Arbitration**

- 15.1 The parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this agreement (Dispute) promptly by negotiation between the parties or their authorised representatives. Failing resolution of any such Dispute within thirty(30) days written notice by one party to the other of its desire to formally commence such conciliation or such extended period as the parties may agree to in





writing. In case, any discrepancies/or differences are not solved within reasonable tie, then the matter shall refer to the Arbitration.

15.2 Such arbitration proceedings shall be conducted in Bangalore and in English Language.

15.3 The arbitration award shall be final and binding on the parties.

During the course of any Dispute or any arbitration, both the parties shall continue to perform their obligation under this agreement.

#### Law

16. This agreement shall be governed by and construed in accordance with the laws in India and the parties hereto agree to submit to the non-exclusive jurisdiction of the Courts at Bangalore.





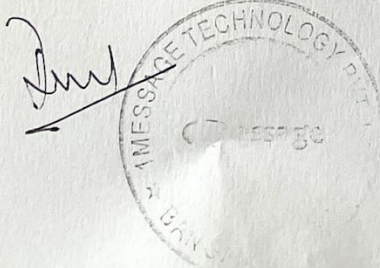
## SCHEDULE

### Licensed Software

Access to CAMPUS.UNO Software Services hosted from <https://campus.uno> domain.

**The CAMPUS.UNO ERP software for the education institutions would support the following process at the education Institution:**

1. Institution setup, Programs, Branches, Subjects and Department management
2. Academic batches and Academic Sessions management
3. Courses/Subjects management
4. Student admissions process and profile management
5. Student fee management & alerts
6. Time table management
7. Student attendance management
8. Assignment management
9. Examination and results management module Student examination records, internal assessments, marks management
10. Lesson Plan and Course materials
11. Email and SMS communication to Students, Parents and employee
12. Employee management
13. Employee leave management
14. Employee Payroll system integrated with biometric attendance system
15. Feedback System
16. Quality Audit
17. Employee appraisal tracking system
18. Employee Paper publication details
19. Employee Professional Body membership details
20. Placement Cell to track student placement details
21. Transport Route and vehicle details definition





22. Library Management - Manage library books and journals details
23. Track Employee Library utilization hours
24. Holiday list management
25. Complaint and suggestion management
26. User audit logs
27. Student late comers list
28. Research fund and Research data management
29. News and announcement management
30. This module contains all the details of faculty members.
31. Master data management
32. User management
33. CBCS (Choice based Credit system) implementation
34. Question bank management
35. Exhaustive reports with statistics and graphs
36. Student Module to access their academic related details
37. Parent Module to access their wards academic details
38. Mobile application for both Android and iOS platform
39. Role based access to the CAMPUS.UNO Software: Institution Administration, Department administrators, Principal, Faculty, Management, Student and Parents
40. Regular updates of new features, 1message will constantly keep updating the CAMPUS software on a regular basis with input from the institution and academic domain.

#### Services and License Fee and Payment terms:

- CAMPUS.UNO is charged on per student per academic year basis. Cost per student per academic year is INR 150/- including GST.
- Payment is made against the submission of the detailed invoice.
- Payment is on a monthly basis, invoice will be submitted at the end of every month.
- And copy of bill also communicated to the Trust Office as record.
- **Renewal on subsequent Academic Year on agreed terms between the parties.**

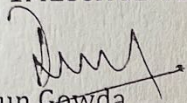
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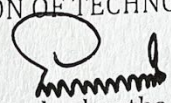
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 1<sup>st</sup> May 2019 in the presence of the following witnesses.

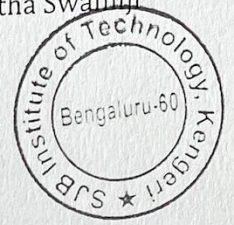
for 1MESSAGE TECHNOLOGY PVT. LTD.

  
Arun Gowda  
Managing Director



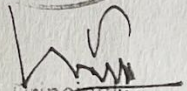
for SJB INSTITUTE OF TECHNOLOGY

  
Revered Sri Sri Dr. Prakashnatha Swamiji  
Managing Director



SIGNED BY THE PARTIES IN THE PRESENCE OF WITNESSES:

1.

  
Principal

SJB Institute of Technology  
BGS Health & Education City  
No. 67, Uttarahalli Road, Kengeri  
Bangalore South - 560 080.

2.