SIS comeback 100 Lite Client Agreement

THIS AGREEMENT ("Agreement") is executed on this _____, at Noida

BETWEEN

Apar Technologies Pvt. Ltd., a company incorporated in the Republic of India under Companies Act 1956, having its corporate office at A-13/2, Highway Tower-1, 8th Floor, Sector-62, Noida-201309, Uttar Pradesh being duly represented by its Authorized Signatory (hereinafter referred to as "**PROVIDER**")

AND

_____ **(School Name)**, incorporated under the _____, having its registered office at _____ _____ duly represented by its _____ (designation), _____ (contact name) having PAN Nbr _____ (hereinafter referred to as "**CLIENT**")

(Both "**PROVIDER**" and "**CLIENT**" are hereinafter individually referred to as a "Party" and collectively as "Parties".)

WHEREAS

1. PROVIDER is a fully owned subsidiary of Apar Technologies Pte Ltd, headquartered at Singapore

2. Provider represents Connexrm Pte Ltd from Singapore that hold the IP Rights for eLite Suite of Products including but not limiting to
   - eLite SIS represented by http://www.elite-sis.com ·
   - eLite BAM represented by http://www.elite-bam.com ·
   - eUPP represented by http://www.eupp.in ·
   - edgePro represented by http://www.edge-pro.in/ ·
   - eQuaze represented by http://www.equaze.in ·

3. PROVIDER is running an all beneficial program called #comeback100 Lite program to help schools manage their school operations by adopting them to implement digital methods and means

4. CLIENT has agreed to implement solutions under #comeback100 Lite program after their due deliberation and due process of their organization

5. CLIENT has indicated confirmation vide Purchase Order Number _____ dated _____.

6. PROVIDER has agreed to provide their services to the CLIENT for managing their data and services for the conditions laid out in this agreement in the subsequent sections

Provider agrees to provide, and the Client agrees to buy, eLite SIS Software as a Service offering, and related services, on the terms of this Agreement.

The Agreement comprises:
- Section A (Agreement and Key Details, including this cover page and the signature clause); and
- Section B (Terms of Use) for SIS
- Section C (eUPP)

SECTION A: AGREEMENT AND KEY DETAILS

Key Details

Item	Details
Start Date of Agreement	
End Date of Agreement	
SaaS Services	As described in Feature List in Annexure 1
Related Services	Implementation of Service, Migration of Data
Fee and Payments	Detailed Terms in Annexure 4. All prices quoted are exclusive of statutory taxes.
Subscription Cost	As per the cost mentioned in Annexure 4. All prices quoted are exclusive of statutory taxes.
Payment Terms	Quarterly in Advance. Client will be given a login to the billing platform on www.eupp.in
Duration of Engagement	36 Months
Total Contract Value	Zero (INR 0.00) for the Client
Subscription Cost	INR 4,130.00 (incl. of taxes)

Special Terms and Conditions

1. The service is being provisioned for _____ number of Students in the School
2. The service is being provisioned for _____ number of Faculty in the School
3. Service Features are listed in the Annexure 1 of this Agreement
4. Implementation Schedule is being listed in the Annexure 2 of this Agreement
5. The agreement cannot be terminated within the three (3) years of the date of execution
6. Pre-mature termination of the agreement can only take place based on the termination clauses mentioned in Annexure 3 of this agreement
7. Service Fee and Finance conditions are listed in details in Annexure 4 of this agreement
8. Special Terms and Conditions for this project are mentioned in Annexure 5 of this agreement

Signing Information for the Project

Signed for an on behalf of the **CLIENT**

Signature	
Name of Signatory	
Designation	
Date	
School / Trust Full Name	
Contact Number	
Email ID	

Signed for an on behalf of **PROVIDER**

Signature	
Name of Signatory	Ms Kritika Shukla
Designation	eLite Suite Finance Controller
Date	
Contact Number	+91
Email ID	kritika.shukla@connexrm.com

SECTION B: GENERAL CONDITIONS AND TERMS OF USE

SERVICES

1. General

Provider shall use best efforts to provide the Services:
1. In accordance with the Agreement and applicable Indian Labour law;
2. Exercising reasonable care, skill and diligence; and
3. Using suitably skilled, experienced and qualified personnel.

2. Availability

1. Provider will use commercially reasonable efforts to ensure the SaaS Service is available during normal business hours (10:00 to 18:00 hrs, Monday to Friday) in India. However, it is possible that on occasion the SaaS Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. Provider will use reasonable efforts to notify clients advance details of any unavailability.

2. Through the use of web services and APIs, the SaaS Service interoperates with a range of third party service features including Microsoft Licenses*. Provider does not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third-party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, Provider may cease to make available that feature to the Client. To avoid doubt, if Provider exercises its right to cease the availability of a third-party feature, the Client is not entitled to any refund, discount or other compensation.

3. **Underlying Systems:** Provider is responsible for procuring all Underlying Systems reasonably required for it to provide the SaaS Service in accordance with the Agreement.

4. Additional Related Services:
   • Provider may, from time to time, make available additional services to supplement the SaaS Service.
   • At the request of the Client and subject to the Client paying the applicable Fees, Provider may agree to provide to the Client an additional Related Service on the terms of the Agreement.

Client Obligations

3. General Use

The Client and its personnel must:
1. Use the Services in accordance with the Agreement solely for the Client's own internal business purposes; and lawful purposes and
2. Not resell or make available the Services to any third party, or otherwise commercially exploit the Services.

4. Access Conditions
When accessing the SaaS Service, the Client and its personnel must

1. Not impersonate another person or misrepresent authorization to act on behalf of others or Provider.
2. Correctly identify the sender of all electronic transmissions.
3. Not attempt to undermine the security or integrity of the Underlying Systems.
4. Not use, or misuse, the SaaS Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the SaaS Service.
5. Not attempt to view, access or copy any material or data other than that to which the Client is authorized to access;
6. Neither use the SaaS Service in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading; and
7. Comply with any terms of use as updated from time to time by Provider.

5. User Rights
1. Without limiting clause 4, no individual other than a Permitted User may access or use the SaaS Service.
2. The Client may authorise any user of its personnel to be a Permitted User, in which case the Client will provide Provider with the Permitted User's name and other information that the Provider reasonably requires in relation to the Permitted User.
3. The Client must procure each Permitted User's compliance with clauses 3.1 and 3.2 and any other reasonable condition notified by Provider to the Client.]
4. A breach of any term of the Agreement by the Client's personnel [(including, to avoid doubt, a Permitted User)] is deemed to be a breach of the Agreement by the Client.

6. DATA
(6.1) Provider access to Data:
The Client acknowledges that:
1. Provider may require access to the Data to exercise its rights and perform its obligations underthe Agreement; and
2. To the extent that this is necessary but subject to clause 7, Provider may authorise a memberor members of its personnel to access the Data for this purpose.
3. The Client must arrange all consents and approvals that are necessary for Provider to accessthe Data as described in clause 6.1.

(6.2) Agent
1. The Client acknowledges and agrees that to the extent Data contains Personal Information, in collecting, holding and processing that information through the Services, Provider is acting as an agent of the Client for the purposes of any applicable privacy law.
2. The Client must obtain all necessary consents from the relevant individual to enable the Provider to collect, use, hold and process that information in accordance with the Agreement.

(6.3) Backups of Data

While the Provider will take standard industry measures to back up all Data stored using the Services, the Client agrees to keep a separate back-up copy of all Data uploaded by it onto the SaaSService.

(6.4) International storage of Data

The Client agrees that Provider may store Data (including any Personal Information) in secure servers in Indian Data Centers only and may access that Data (including any Personal Information) in respective Organization from time to time.

(6.5) Indemnity

The Client indemnifies Provider against any liability, claim, proceeding, cost, expense (including theactual legal fees charged by Provider's solicitors) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.

7. Fees

1. Fees: The Client must pay to Provider the Fees agreed to above in the agreement
2. Invoicing and payment: Provider will provide the Client with valid GST invoices on the dates set out in the Payment Terms, or if there are none, monthly in advance for the Fees due in the next month.
3. The Fees exclude GST and other applicable taxes, which the Client must pay on taxable supplies under the Agreement.
4. The Client must pay the Fees on the dates set out in the Payment Terms, or if there are none, by the 20th of the month following the date of invoice
5. Overdue amounts: Provider shall charge interest on overdue amounts. Interest will be calculated from the due date to the date of payment (both inclusive) at a monthly percentage of 2% rate equal to 24% p.a. (quarterly charging cycle).
6. Increases: There will not be any increase the agreed fee up to 2 years' time and the fee would be subjected to 10% increase per year post the period of 2 Years.

8. INTELLECTUAL PROPERTY

(8.1) Ownership:

1. Subject to clause 6.1b, title to, and all Intellectual Property Rights in, the Services, the Website,and all Underlying Systems is and remains the property of Provider (and its licensors). The Client must not dispute that ownership.
2. Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains the property of the Client. The Client grants Provider a worldwide, non-exclusive, fully paid up, transferable, irrevocable license to use, store, copy, modify, make available and communicate the Data for any purpose in connection with the exercise of its rights and performance of itsobligations in accordance with the Agreement.

(8.2) Know how:

To the extent not owned by Provider, the Client grants the Provider a royalty-free, transferable, irrevocable and perpetual license to use for the Provider's own business

purposes any know how, techniques, ideas, methodologies, and similar Intellectual Property used by Provider in the provisionof the Services.

(8.3) Third party sites and material:
The Client acknowledges that the SaaS Service may link to third party websites or feeds that are connected or relevant to the SaaS Service. Any link from the SaaS Service does not imply any Provider endorsement, approval or recommendation of, or responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, Provider excludes allresponsibility or liability for those websites or feeds.

(8.4) Third party Intellectual Property Rights indemnity:
Provider indemnifies the Client against any claim or proceeding brought against the Client to the extent that claim or proceeding alleges that the Client's use of the SaaS Service in accordance with the Agreement constitutes an infringement of a third party's Intellectual Property Rights (IP Claim).

(8.5) The indemnity is subject to the Client:
1. Promptly notifying the Provider in writing of the IP Claim;
2. Making no admission of liability and not otherwise prejudicing or settling the IP Claim, without Provider's prior written consent; and
3. Giving Provider complete authority and information required for Provider to conduct and/or settle the negotiations and litigation relating to the IP Claim. The costs incurred or recovered are for the Provider's account.

(8.6) The indemnity in clause 8.4 does not apply to the extent that an IP Claim arises from or in connection with:
1. The Client's breach of the Agreement;
2. Use of the SaaS Service in a manner or for a purpose not reasonably contemplated by the Agreement or otherwise not authorized in writing by the Provider; or
3. Any third party data or any Data.

(8.7) If at any time an IP Claim is made, or in Provider 's reasonable opinion is likely to be made, then in defence or settlement of the IP Claim, Provider may (at Provider 's option):
1. Obtain for the Client the right to continue using the items which are the subject of the IP Claim; or
2. Modify, re-perform or replace the items which are the subject of the IP Claim so they become non-infringing.

9. CONFIDENTIALITY
(9.1) Security:
Each party must, unless it has the prior written consent of the other party:
1. Keep confidential at all times the Confidential Information of the other party;
2. Effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
3. Disclose the other party's Confidential Information to its personnel or professional advisors on a need to know basis only and, in that case, ensure that any personnel or

professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, the provisions of clauses 9.1.1 and 9.1.2.

(9.2) Permitted disclosure:

The obligation of confidentiality in clause 9.1.1 does not apply to any disclosure or use of Confidential Information:

1. For the purpose of performing the Agreement or exercising a party's rights under the Agreement;
2. Required by law (including under the rules of any stock exchange);
3. Which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
4. Which was rightfully received by a party to the Agreement from a third party without restriction and without breach of any obligation of confidentiality; or
5. By Provider if required as part of a bonafide sale of its business (assets or shares, whether in whole or in part) to a third party, provided that Provider enters into a confidentiality agreement with the third party on terms no less restrictive than this clause 9.

10. WARRANTIES

(10.1) Mutual warranties
1. Each party warrants that it has full power and authority to enter into and perform its obligations under the Agreement which, when signed, will constitute binding obligations on the warranting party.

(10.2) No implied warranties
1. To the maximum extent permitted by law, Provider's warranties are limited to those set out in the Agreement, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise

11. LIABILITY

(11.1) Maximum liability:

The maximum aggregate liability of Provider under or in connection with the Agreement or relating to the Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any Year exceed an amount equal to the Fees paid by the Client under the Agreement in the previous Year (which in the first Year is deemed to be the total Fees paid by the Client from the Start Date to the date of the first event giving rise to liability).

(11.2) Unrecoverable loss:

Neither party is liable to the other under or in connection with the Agreement or the Services for any:
1. Loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or
2. Consequential, indirect, incidental or special damage or loss of any Kind.

(11.3) No liability for other's failure:
Neither party will be responsible, liable, or held to be in breach of the Agreement for any failure to perform its obligations under the Agreement or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under the Agreement, or by the negligenceor misconduct of the other party or its personnel.

(11.4) Mitigation:
Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may sufferor incur arising out of anything done or not done by the other party under or in connection with the Agreement.

12. SUSPENSION CLAUSES
(12.1) Suspending access:
Without limiting any other right or remedy available to Provider, Provider may restrict or suspend the Client's access to the SaaS Service where the Client (including any of its personnel) with due notice refer to clause 12.6:

1. Undermines, or attempts to undermine, the security or integrity of the SaaS Service or any Underlying Systems.
2. Uses, or attempts to use, the SaaS Service for improper purposes; or in a manner, other than for normal operational purposes, that materially reduces the operational performance of the SaaS Service.
3. Has otherwise materially breached the Agreement (in Provider's reasonable opinion).

13. Disputes
(13.1) Good faith negotiations:
Before taking any Court action, a party must use best efforts to resolve any dispute under, or in connection with, the Agreement through good faith negotiations.

(13.2) Obligations continue:
Each party must, to the extent possible, continue to perform its obligations under the Agreement even if there is a dispute.

(13.3) Right to seek relief:
This clause 11 does not affect either party's right to seek urgent interlocutory and/or injunctive relief.

(13.4) Dispute Resolution:
Any dispute or difference whatsoever arising between parties out of or relating to the construction, meaning or operation or effect of this Agreement shall be resolved amicably. The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of the Parties, then each Party shall nominate a Person with respectable professional standing and unimpeachable conduct as its representative. These representatives shall, within 30 (thirty) days of a written request by either Party to call such a meeting, meet in person and shall

attempt in good faith to resolve the dispute.

14. General Obligations

(14.1) Force Majeure:

Neither party is liable to the other for any failure to perform its obligations under the Agreement to the extent caused by Force Majeure, provided that the affected party:

1. Immediately notifies the other party and provides full information about the Force Majeure;
2. Uses best efforts to overcome the Force Majeure; and
3. Continues to perform its obligations to the extent practicable.

(14.2) Rights of third parties:

No person other than Provider and the Client has any right to a benefit under, or to enforce, the Agreement.

(14.3) Waiver:

To waive a right under the Agreement, that waiver must be in writing and signed by the waiving party.

(14.4) Independent contractor:

The Provider is an independent contractor of the Client, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under the Agreement.

(14.5) Notices:

A notice given by a party under the Agreement must be delivered to the other party via email using the email address set out in the Key Details or otherwise notified by the other party for this purpose. If the notice is a notice of termination, a copy of that email must be immediately delivered (by hand or courier) to the Chief Executive or equivalent officer of the other party at the other party's last known physical address.

(14.6) Severability:

Any illegality, unenforceable or invalidity of a provision of the Agreement does not affect the legality, enforce-ability or validity of the remaining provisions of the Agreement.

(14.7) Variation:

Any variation to the Agreement must be in writing and signed by both parties. (14.8) Entire agreement:

The Agreement sets out everything agreed by the parties relating to the Services, and supersedes and cancels anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the subject matter of the Agreement that is not expressly set out in the Agreement, and no such representation, warranty or agreement has any effect from the Start Date.

(14.8) Change Control

Any change of control of the Client is deemed to be an assignment for which Provider's prior written consent is required. In this clause change of control means any transfer of shares or other arrangement affecting the Client or any member of its group which results in a change

in the effective control of the Client.

(14.9) Law:

The Agreement is governed by, and must be interpreted in accordance with, the laws of the Republic of India. Each party submits to the non-exclusive jurisdiction of the Courts of Delhi in relation to any dispute connected with the Agreement.

(14.10) Counterparts:

The Agreement may be signed in counterparts, each of which constitutes an original and all of which constitute the same agreement. A party may enter the Agreement by signing and emailing a counterpart copy to the other party.

Section C - eUPP

Recitals:

1. Provider is engaged in the business of providing services and solutions for facilitating Payments and other associated services. Provider's solution enables Users to make fee payments to the Client by way of Net-Banking, Debit/ Credit Cards or any other payment methods facilitated by Provider, using Provider's elite Unified Payment Portal hereinafter referred to as "eUPP".

2. Provider collaborates with multiple payment provider / gateway at the backend as mentioned in the name of Payment Gateway in Annexure 6

3. Client is engaged in the business of providing services (herein after referred to as 'Products' or 'Services') as detailed in Annexure 6.

4. Client desires to, enable its Users to make all fee payments through eUPP as specified in Annexure 6 as a part of the Comeback Program.

5. Client is now desirous of availing Provider's eUPP Service for enabling various payments options for eUPP and has requested Provider to accept payment instructions of the Users mentioned in Annexure 6.

6. Provider has agreed to render such services on the terms and conditions set out below and subject to the Client giving the indemnities and declarations / representations hereinafter contained.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS for Section C

1. "**elite Unified Payment Portal**" or "**eUPP**" shall mean the facilities, solutions and services provided by Provider to Client, which allow authorization and settlement facilities in respect of payment instructions initiated by Users for fees payment. Provider's Payment Solution includes facilitating payment through either (a) net banking (b) Online Debit / Credit Card, (c) such other future payment method(s) as may be approved by applicable laws and enabled by the Payment Gateway.

2. "**Authentication**" shall mean the process by which a Client and Client identification is authenticated in payment mechanism.

3. "**Authorisation**" shall mean the process by which eUPP sends the payment request to bank / financial institutions and on receipt of payment response confirms to the Users whether the User has the requested Credit limit / funds (as the case may be) to make payment for the transaction with the Client.

4. "**User or users**" means any person enabled by the "Client" to use Provider's eUPP fee payment services.

5. "**Effective Date**" means the date of execution of this Agreement as first above mentioned.

6. "**Per Transaction Cost" (PTC)** shall mean the fees/service charges payable to Provider by Client or Users for facilitating payment processing as hereinafter provided. PTC and fees are individually or collectively also referred to as 'services charges'.

7. "**Products**" means services / solutions offered by eUPP to the Client.

8. "**Transaction Amount**" shall mean the total amount payable by the Users / students of the Client when paying fees for the services/courses provided by the Client - as per the fees structure issued by Client to the Users/students which may be inclusive of all taxes, service tax and such other statutory dues that may be applicable and imposed by the Client and/or the Government. The final Transaction Amount shall include the PTC & taxes as explained above.

9. "**Settlement Amount**" shall mean the transaction amount less the PTC and any other charges / applicable taxes.

10. "**Valid Card**" shall mean an unexpired card issued by any institution designated to issue Visa, Master card, Maestro, Amex or such other card as may be approved from time to time provided that the card is not listed in a current hotlist or warning or restricted card bulletins or notices and bears the signature of the User whose name is embossed on the card.

11. "**Valid / Active Account**" shall mean an account assigned by the bank or financial

institutions as may be approved by applicable laws from time to time to a Client for financial transactions, whose name is registered with such bank or financial institution for the stated account.

2. SCOPE OF THE SECTION:

1. The Client is engaged in the business mentioned in Annexure 6 and wishes to allow its Users to pay the consideration of the fees by way of eUPP. The Client has agreed to avail the services of Provider, which facilitates necessary infrastructure to enable the Client to let its Clients make the payment through selected mode on eUPP

2. Subject to the declarations, covenants, undertakings and indemnities of the Client hereinafter contained and subject to the Valid Account and / or Valid Cards, Provider agrees to accept instructions from Client & its Users duly authorized and authenticated by the Client and it's users through the eUPP specified in Annexure 'A' to accept funds from the Users and transfer the Settlement Amount to Client's Account which will be provided by the Client. eUPP from Provider processes the payments through an exclusive partnership with authorized **Payment Gateway**.

3. In consideration of the rendering of the said services, the Client shall pay to Provider the PTC as mentioned in Annexure 6 of this Agreement. Provider shall be entitled to, on mutual consent from the Client, to modify the charges/fee payable by Client from time to time. All such additions / modifications shall be binding on the Client.

3. COVENANTS OF PROVIDER:
Provider hereby declares, assures and undertakes the covenants as under:

1. Provider shall ensure that all licenses and registrations required for processing the transactions are in full force to enable Client to carry on using the services of eUPP.

2. Provider shall convey to the Client and Users the information about the success or failure of the payment authorization.

3. Provider shall provide the Client with a facility to enable the Clients to query the status of the Transactions, as well as a facility for interacting with Provider for any questions, requests, cancellations, etc.

4. In the event of any Client complaining of any issue in the services of eUPP, Provider shall take such measures as may be reasonably required to rectify the same.

5. Client shall use Provider's Payment System eUPP only for collecting Student's fees unless agreed for any other fees or services. Client shall not use Provider's Payment System eUPP in any manner or in furtherance of any activity, which constitutes violation of any law or regulation or which may cause Provider to be subject to investigation, prosecution or legal action.

6. In the event of any claim/dispute from the Users, Provider shall furnish to Client forthwith upon request, access to information regarding the proof of transactions, receipts, or other records of the User (available with eUPP) pertaining to the claim/dispute by the User.

7. Provider shall retain all such records for a period of 1 year for schools and for the student term which is normally 3-4 years in case of Universities from the relevant date of transaction. Client shall be entitled to inspect the records and other data relating to the transaction claim/dispute at any time whatsoever, within 3 working days from the date of Requisition to Provider.

8. Provider shall duly fulfill all requirements in accordance with the agreed instructions between the Parties.

4. COVENANTS OF CLIENT:

1. Client shall carry out all verifications for the Users as may be required on an independent basis without any liability on Provider.

2. Client has submitted certain details pertaining to its incorporation and business, as mentioned in Annexure 6 to this Agreement. Client warrants authenticity of all the details produced by it herewith and any and all information stated in the document and in this Agreement are true and correct. Client agrees that in the event of any flaw or discrepancy in the covenants & declarations of Client and its details, Provider reserves the right to terminate this Agreement forthwith, without any liability towards Client & Users. Client further also agrees that all or any penalty levied on it by any financial institution / government/ regulatory & statutory authority, shall be solely borne by the Client.

3. Client shall be responsible for the accuracy of all information and/or validity of the fees structure and any other charges and/or other information relating to the Fees offered by Client.

4. While responding and interacting with Provider the Client and Users shall adopt such standards as may be stipulated by Provider from time to time. Client shall duly fulfill all requirements in accordance with the agreed instructions between the Parties.

5. Client agrees to deliver all required information as part of data collection and/or complete/execute/provide all required as expeditiously as possible and without any delay.

6. Client agrees to take on the risk associated with the transaction with respect to any losses incurred due to Client repudiation, revocation etc. Client shall remedy the issues occurred due to wrong data provided to Provider or wrong usage of the system, without any recourse to Provider.

7. Client assures, undertakes, and guarantees that no transactions shall be processed through Provider's Payment System eUPP for purchase of products mentioned in Clause 16 of this Section.

8. Client maintains the direct relationship with the users and is responsible for: (i) acquiring appropriate consent to submit Charges through the Payment Processing Services on their behalf; (ii) providing confirmation or receipts to users for each Charge; (iii) verifying users' identities; and (iv) determining a user's eligibility and authority to complete Transactions. However, even authorized Transactions may be subject to a dispute. Provider shall not be responsible for or liable to the Client for authorized and completed Charges that are later the subject of a dispute, refund, or reversal, are submitted without authorization or in error, or violate any Laws.

5. REFUND PROCEDURE:

1. In the event, the User/financial institution requests Client for a refund on any grounds whatsoever then Client shall be liable to refund such amount to the financial institution. Provider shall not be liable to refund the transaction fees/PTC once the transaction has been made.

2. In cases where Refund capability is specifically asked for by the Client, Provider shall provide the capability only till the Amount has not been settled to the Client's Account. The Refund for the settlement amount will happen through Payment Gateway. Once the amount has been settled to Client's Account, Provider shall not be responsible for any refund. It should be the sole responsibility of the Client in such cases.

6. CHARGE BACK:

Provider shall be entitled to refuse to make total or partial payment to the Client and its Users or in case the payment has already been made by Provider, Provider shall be entitled to debit the Client's Account with such amount or to seek immediate reimbursement from the Client in any of the following situations:

1. The transaction is unlawful or unenforceable for any reason

2. Any information presented electronically to Provider in respect of the transaction is not received in accordance with Provider's requirements / policies.

3. The Fee Items covered by the transaction are not right or the transaction or part thereof, is validly cancelled or terminated by a Client or User or if the Client or User fails to provide the Fee Structure or related User details according to the Clients Policies.

4. The Client or Users disputes fee item covered by the transaction.

5. The Client or Users dispute or deny the transaction, or the applicability of the fee item covered by the transaction with reasons.

6. Transaction is posted more than once to Client's account. The transaction is doubtful or erroneously paid to the Client;

7. Any other event or circumstance, which Provider shall from time to time notify to the Client in writing,

7. CHARGE BACK REVERSAL:

In the event the Client is able to prove that the fee structure, related fee items, fee amount and related User details are properly provided to Provider and that the same do not fall under the various categories of Charge Back, Provider shall be responsible to refund to the Client the amount deducted by Provider as Charge Back.

8. CARDHOLDER DATA AND SECURITY

1. Security: Provider shall ensure that there are proper encryption and security measures on eUPP to prevent any hacking into the information pertaining to transactions contemplated under this Agreement. It shall be the obligation of the Client and the Users to verify the IP address of the Provider product eUPP in the return/confirmation message URL.

2. Security Requirements: Provider declares, assures and undertakes to abide by the relevant security standards/ regulations/ requirements/guidelines which would be applicable to the conduct of the transactions contemplated under this Agreement, including, without limitation, (a) regulatory provisions as may be applicable from time to time, (b) security measures and resultant hardware/ software upgrade consequent upon upgrade of Provider's systems and procedures with a view to ensuring security of transactions, (c) maintenance, protection, confidentiality and such other requirements with respect to transaction data as may be imposed by any regulatory or standards authority including pursuant to PCI DSS.

3. Personal Data Protection: Provider shall ensure that User personal data like account password or card details is secure as per the various regulatory provisions that may be applicable from time to time.

9. PROVIDER PAYMENT ASPECTS

The partner bank(s), payment service providers and Provider may from time to time upgrade, modify, alter, or perform maintenance services on eUPP (hereinafter collectively referred to as "Maintenance Services"). During the performance of such Maintenance Services, Provider shall use its best endeavor and work with relevant partner bank(s) / vendors/ service providers, to

ensure that the processing mechanism is available for utilization as soon as may be possible.

With a view of enhancing the security of transactions, Provider shall be entitled to use hardware, software, and/or such other equipment as it deems necessary or appropriate for the provision of eUPP and the Client agrees to comply with the directions and/or instructions issued by Provider in respect of the use of such hardware, software and/or equipment. The Client also agrees to suitably modify/upgrade its systems to comply with the standards of the eUPP (then in force).

10. TERMS OF PAYMENT

1. Subject to the terms of this agreement, Provider shall pay the Client a Settlement Amount for each transaction processed by eUPP on behalf of the Client, pursuant to this agreement. The said payment shall be credited to Client's account as provided in Annexure 6 of this Agreement.

2. Payment by Provider shall be without prejudice to any claims or rights which Provider may have against the Client and its Users and shall not constitute any admission by Provider as to the performance by the Client of its obligations under this agreement and the amount payable to the Client.

3. Provider shall be entitled to deduct from any Settlement Amount due to the Client in case of:

   a. any access or erroneous payment made by Provider to Client due to computational errors or otherwise; and
   b. any other sums due from or payable by the Client to Provider, including without limitation any charge backs herein;
   c. any commissions and charges payable to Provider.

4. If Provider suspects, on reasonable ground, that Client has committed a breach of this Agreement or has acted dishonestly or fraud has been committed against Provider or the Users or has in connivance with any other person done the same or assisted in the same, Provider shall be entitled to suspend all payment services under this Agreement to the Client, pending enquiries.

11. MAINTENANCE OF PROVIDER PAYMENT PLATFORM eUPP

1. Provider may from time to time upgrade, modify, alter, or perform maintenance services on eUPP
   (hereinafter collectively referred to as "Maintenance Services")

2. Provider shall not be liable for any losses, damages and/or expenses incurred by the Client in respect of any loss of access and/or use or interruption in the use of the eUPP System due to Maintenance Services being performed on the same subject to prior 24

(twenty-four) hour notice to the Client.

12. DISCLAIMERS AND LIMITATION OF LIABILITY:

1. Provider shall not be responsible for any disputes arising out of the eligible fee & respective transaction fee collected from the Client and its Users. All disputes regarding the same will be dealt with by and between Client and the Users directly and Provider shall not be a party to such disputes, nor shall be responsible or liable for consequences of such disputes.

2. In case of a "charge back", repudiation of any transaction by a Client, or a request for refund by any Client for any reason whatsoever, Provider shall be entitled to cancel Authorization and refuse to make any payments to Client. If there are insufficient funds available in the Client's account maintained with Provider; the Client shall on receipt of the claim from Provider undertakes forthwith to pay to Provider, the amount of the refund/ charge back/ repudiation to the extent to which such funds prove inadequate within a period of 7 days from the date of claim.

3. No Consequential Damages - Provider shall not be liable to Client for any loss or damage caused arising directly or indirectly in connection with eUPP, including without limitation any:

- Loss of data;
- Interruption or stoppage to the Client's access to and/or use of eUPP services.
- Any consequential loss or damage or loss of profit, business, revenue, goodwill, or anticipated savings arising out of the performance of the services or otherwise.

13. NO WARRANTY

1. Provider denies all warranties, express or implied, written, or oral, including but not limited to warranties of Client's ability and fitness for a purpose. Client acknowledges that eUPP shall not be uninterrupted or error free.

2. Provider's sole obligation and Client's sole and exclusive remedy in the event of interruption to eUPP services or loss of use and/or access to eUPP shall be to use all reasonable endeavors to restore the services and/or access to eUPP, as soon as reasonably possible.

3. Though it shall be the endeavor of Provider to maintain its services / solution / software / platform provided to Client on best effort basis, Provider do not warrant that: -
- eUPP will be provided uninterrupted or free from errors or
- is free from any virus or other malicious, destructive, or corrupting code, program, or macro.

4. In no event shall Provider be liable to Client or any other third party for any of the

following:

- amounts due from Client in connection with any fees paid by the User to the Client;
- any applicable taxes and Government levies applicable to Client, Vendors, Users or and third party;

14. INDEMNITY

1. Client hereby undertakes and agrees to indemnify always and hold harmless Provider from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs, awards, damages, losses and/or expenses however arising directly or indirectly because of:
   - any breach or non-performance by the Client or of any of Client's undertakings,
   - warranties, covenants, declarations, or obligations under this Agreement; or
   - any claim or proceeding brought by Client's Users, vendors, or any other person against Provider in respect of any fee collected by the Client; or
   - any act, neglect or default of Client's agents, employees, licenses, or Clients; or
   - If Client's fees collection infringes any third-party rights including intellectual or Proprietary rights of that third party.

2. To exercise such Indemnity, Provider shall be entitled to debit Client's Account with Provider.

3. FULL RECOURSE OF PAYMENT MADE TO CLIENT: -
   The Client agrees that payment made in respect of any Client Online Payment Id, which proves to be uncollectible from the Client and/or in respect of which the User raises a claim on Provider, it shall be payable entirely by the Client to Provider.

   The following payments shall be deemed to be uncollectible:
   a. Any payment, which the User refuses to honor or demands a refund of because the fee collected from the Client were not as they were promised or were wrong, incomplete, and/or unsatisfactory for any reason whatsoever.
   b. Any charge/debit, which is a Suspect Charge, as defined above.
   c. Any charge/debit for Fees in an amount more than the eligible fees.
   d. Any charge/debit for fees which User is in eligible for.
   e. Any charge / debit arising out of any alleged hacking, breach of security or encryption (if any) that may be utilized by Provider, from time to time.

15. CONFIDENTIALITY & DISCLOSURE

The Client shall not at any time during or after the Term of this Agreement without the consent in writing of Provider disclose, reveal or make public any information of whatever nature in connection with the business or other affairs of Provider as well as information relating to Provider's system / solution / product plans and strategies, processes, tools, Clients and related non-technical business information which Provider considers to be confidential, the Services or the terms of this Agreement, all of which shall be treated by the Client as strictly confidential.

16. PROHIBITED ITEMS

Following products and services are Prohibited Items which shall not be sold or offered by the Clients:

- Any Fees more than the applicable fees as defined by law Any Fees which is not in compliance with all applicable laws

- Adult services which includes pornography and escort or prostitution services

- Website access and / or website memberships of pornography or illegal sites Live animals, Endangered species, which includes plants, animals

- Banned / illegal drugs or other controlled substances or drug accessories and Miracle cures Hazardous materials, combustibles, corrosives

- Bulk email software or Bulk marketing tools or Multilevel marketing collection fees or Work- at-home approach.

- Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrolment in online gambling sites, etc.

- Matrix sites or sites using a matrix scheme approach

- Mailing lists

- Internet pharmacies

- Fake products or autographs

- Body parts which includes organs or other body parts

- Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals

- Copyright unlocking devices, copyrighted media, copyrighted software

- government IDs or documents which includes fake IDs, passports, diplomas, and noble titles Hacking and cracking materials

- Offensive goods, which includes literature, products or other materials that: a) Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors b) Encourage or incite violent acts c) Promote intolerance or hatred

- Offensive goods, crime that includes crime scene photos or items, such as personal belongings, associated with criminals

- hazardous materials which includes fireworks and related goods; toxic, flammable, and radioactive materials and substances

- Tobacco and cigarettes

- Traffic devices, which includes radar detectors/Jammers

- Weapons including firearms, ammunition, knives, brass knuckles, gun parts, explosives or pyrotechnic devices or supplies

- discounted currencies or currency, exchanges

- Any product or service, which is not in compliance with any applicable law

Annexure 1 - Service Features

Product A - eLite Student Information System (eLite SIS) - VIP Plan

1. **School Management**
2. **Class Management**
3. **Admission Management**
   3.1. Admission enquiry
   3.2. Admission form
   3.3. Convert inquiry info confirmation
   3.4. Direct link with student management
   3.5. Configurable with website for online admissions
4. **Student Management**
   4.1. Complete profile with photographs
   4.2. Family and guardian details
   4.3. Facility for uploading documents
   4.4. Data import & Bulk upload facility
   4.5. Auto roll number generation
   4.6. Inbuilt ID card
   4.7. Well-designed reports
   4.8. Custom search reports
5. **Attendance Management**
   5.1. Subject wise attendance
   5.2. Day wise / repeat attendance
   5.3. Quick attendance
   5.4. Daily / Monthly / Yearly attendance reports
   5.5. Cumulative attendance
   5.6. Percentage attendance
6. **Fee Management**
   6.1. Advanced fee setup for multiple fee category with deposit
   6.2. Student wise concession / addition
   6.3. Auto fee receipt generation
   6.4. Mapping with account
   6.5. Comprehensive reports
7. **Human Resource**
   7.1. Manage employee from recruitment
   7.2. Store basic, personal, job, statutory & communication detail
8. **Certificates**
   8.1. Leaving certificate
   8.2. Bonafide certificate
   8.3. Transfer certificate
   8.4. Character certificate
9. **Academics**
   9.1. Assign homework
   9.2. Organize lesson plan

      9.3. Syllabus scheduling
      9.4. Update completed lesson

10. Event and Activity Management
      10.1. School calendar
      10.2. Upcoming event / activities

Product B - eSIS Online Enablement Kit
      1. Video Class Management System
      2. Audio Class Management System

Product C - eLite Online Examination
      1. 5,000 Exams per year

Product D - eLite Unified Payment Portal (eUPP)
      1. Integrated Fee Payment System

Product E - eUPP Directory Service
      1. Listing with Verified directory

Product F - eUPP Admission Service
      1. Online Admission Management
      2. Integrated with Fee Payment System

Product G - Social Media Marketing (SMM)
      1. 2 Post Per Month

Annexure 2 - Implementation Schedule

Standard implementation schedule of 6 weeks will be shared by the company to the client.

ANNEXURE 3

Annexure 3 - Termination Clauses

1. This Agreement shall become effective on the Effective Date and shall remain in full force for an initial lock-in period of THREE (3) years and shall be renewed automatically for a period of THREE (3) years every time unless either Party delivers to the other Party a written notice of non-renewal 90 days in advance before expiry of the Term or successive Term, as the case may be.

2. Either Party can terminate this Agreement for any reason whatsoever by providing advance notice of 90 days in writing.

3. Either Party may at its discretion terminate this Agreement with 7 days written notice, if the non-terminating Party is subject to any action or proceedings, whether administrative or judicial in respect of insolvency, winding up, dissolution or bankruptcy.

4. Upon termination of the Agreement, the CLIENT shall continue to be liable to provider for all amounts processed under this Agreement including but not limited to dues arising due to disputes, refund, penalties, or any other charges as may be applicable to CLIENT on the date of Termination.

5. Penalty Calculation Formula = (No of students) x (Unit Cost per Student per year) x (No of remaining years) x (40%).

6. If the school decides to terminate the agreement before end of the lock-in period then an amount equal to the value based on Penalty Calculation Formula at point no. 5 will be paid by the client to the company as compensation.

Other termination rights:
Either party may, by notice to the other party, immediately terminate the Agreement if the other party:

1. Breaches any material provision of the Agreement and the breach is not remedied within 10 days of the receipt of a notice from the first party requiring it to remedy the breach; or capable of being remedied.

2. Becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or charge's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason.

3. Is unable to perform a material obligation under the Agreement for 30 days or more due to Force Majeure.

4. If the remedies provided under this agreement are exhausted without remedying or

settlingthe IP Claim, Provider may, by notice to the Client, immediately terminate the Agreement.

Consequences of termination or expiry

1. Termination or expiry of the Agreement does not affect either party's rights and obligations that accrued before that termination or expiry.

2. On termination or expiry of the Agreement, the Client must pay all Fees for Services provided prior to that termination or expiry.

3. Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination or expiry of the Agreement, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party (name party)'s possession or control.

4. At any time prior to one month after the date of termination or expiry, the Client may request a copy of any Data stored using the SaaS Service, provided that the Client pays Provider's reasonable costs of providing that copy

5. At any time prior to one month after the date of termination or expiry, the Client may request deletion of the Data stored using the SaaS Service, in which case Provider must use reasonable efforts to promptly delete that Data and confirm to the Client.

Annexure 4 - Fee & Payment Terms

This program is a special program that helps schools get on the bandwagon of the digital journey and restart their operations using the digital outreach to the students and the parents.

Following are the financial terms applicable for this program for the duration of the program following all clauses of this agreement

1. Total financial liability on the school is INR ZERO (0) under the following conditions

    1.1 School passes the verification criteria laid out by the PROVIDER
    1.2 School submits all the relevant information to the PROVIDER

2. School agrees that they will collect their fee payments using the platform www.eupp.in and not any other mechanism and agree to adhere to the Special Terms and Conditions mentioned in the agreement

3. PROVIDER will charge an annual fee of ₹500 plus GST from the students that will log in to the system for the first time of the fee for that year. This fee will be charged by Provider directly from the portal under the head "Technology Enablement Fee" in the receipt provided under the name of school

ANNEXURE 5

Annexure 5 - Special Terms and Conditions

These terms and conditions are in addition to the original agreement and forms an integral part of the agreement. By signing this agreement, the customer / school agrees to abide by all the terms mentioned below and not deviate from the spirit of the program.

Special Terms and Conditions
1. Participating School needs to ensure that all Students are paying through the Portal https://www.eupp.in to avoid any slippage in the program terms

2. School will not encourage or support any cash payment of Fee at their own counters

3. In case school accepts the fee in cash, they will have to pay Provider a fee of ₹800 plus a breach of agreement fee of 25% plus GST using the same mentioned platform against the admission id of the student for the records to be maintained

4. Fee charged by eUPP will be yearly and will be collected first time the student / parent / fee uses the system to pay the fee every year

5. School has to submit the list of students with admission id and their registered mobile numbers with the platform to enable fee management in transparent terms

6. Provider may force for an account audit of the school to ensure that there is no breach in the agreement should that information is not provided by the school in timely manner to Provider

7. School will need to maintain all fee accounting data with Provider systems to ensure reconciliation is performed in a transparent manner

8. Failure to comply with the Point 2 and 3 would invite legal actions to be initiated for the school for the recovery of the dues to Provider.

9. In the unlikely event of a breach of the agreement by the School, Provider would stop all the services with immediate effect and would not be liable for further activities of the school in any condition

ANNEXURE 6
Company Information:

Marketing / DBA Name:	
Legal Name of Company:	
Company Registration no:	
Company Pan no:	
GST Registration no:	
GST Registration State:	
Legal Status of Merchant: (Company / Partnership Firm/ LLP/Proprietorship / Trust)	
Nature of Business:	
Products of Client, For which Provider's services are availed:	#comeback100 Lite
Merchant Website:	
Operational Office of Merchant:	
Detail of the Partners / Proprietor / Directors: (Trustee)	
Name:	
DOB:	
Residential Address:	
Contact details of Client: (Contact Person Name, Email id, Contact Person No.)	
Bank Account details of Client: (Beneficiary Bank Name, Bank Account Number, Beneficiary A/c Name, IFSC Code, Account Type)	

I/we accept the terms and condition mentioned under this agreement vide reference number "_____". The parties hereto have hereunto set their hands on the date first above written.

On Behalf of Provider	On Behalf of Client
Authorized Signatory	Authorized Signatory
Name: Kritika Shukla	
Designation: Finance Controller	Designation:

Annexure 7

Dear Sir / Ma'am,

Please provide, below listed KYC documents to complete the process:

1. PAN Card of Authorised Signatory ☐
2. PAN Card or any other Govt Id of the Institution / organization ☐
3. Cancelled Cheque of Merchant Account ☐
4. Aadhaar Card of Authorized Signatory ☐
5. Registration Certificate of institution / organization ☐
6. GST Certificate (institution / organization ☐

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