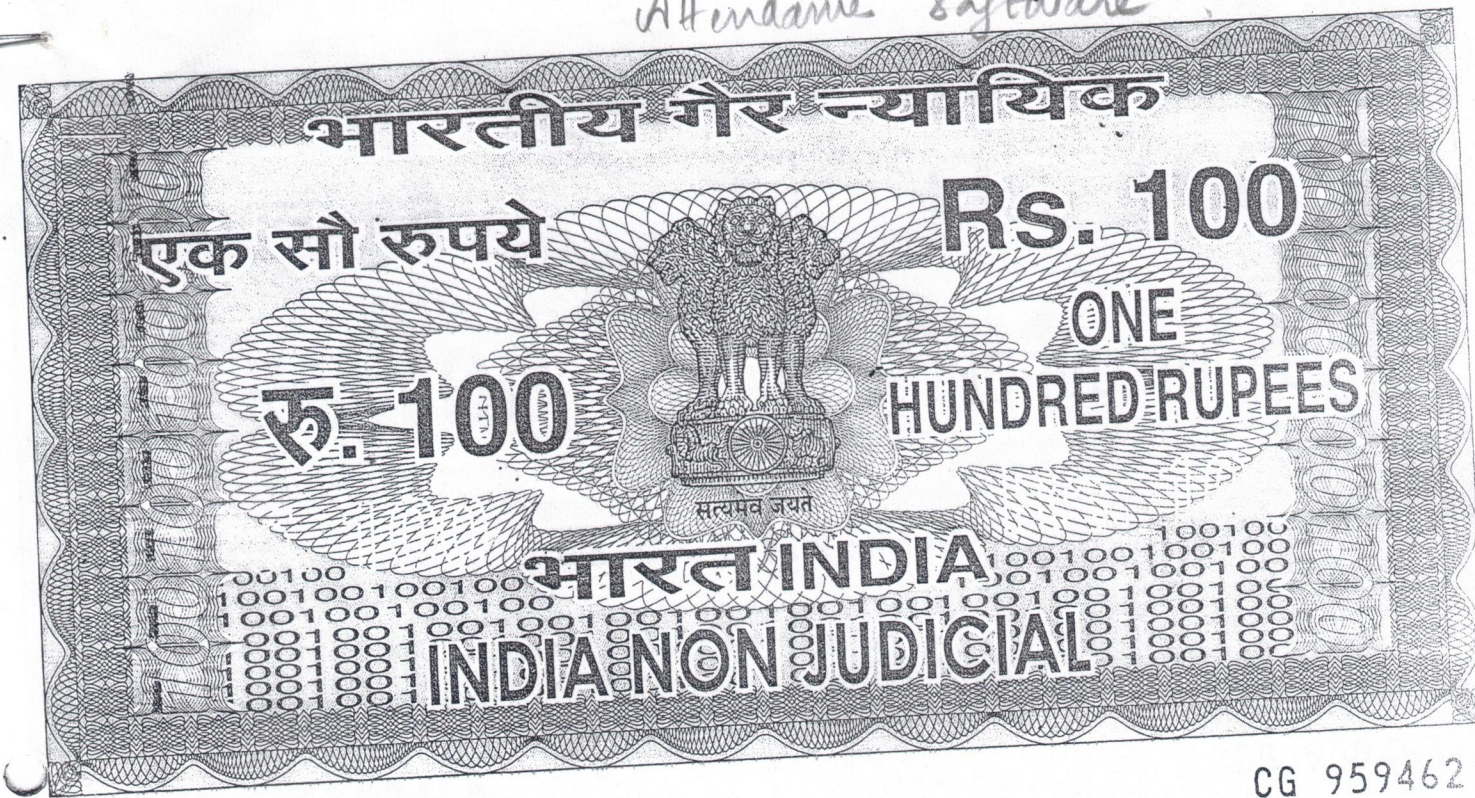


Attendance Software



CG 959462

കേരളം കേരल KERALA

Software License Agreement

Parties

This software license agreement ("agreement") is made and effective this.../...day of June, by and between :

(I) M/s SOFTLOOM IT SOLUTIONS a partnership firm having its business office at 1st Floor, H.A Tower, Providence Road, Kacheripady, Kochi - 682018, represented by its managing partner / authorised representative, Jomy Joseph hereinafter called "the developer" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and assigns) of the FIRST PART

and

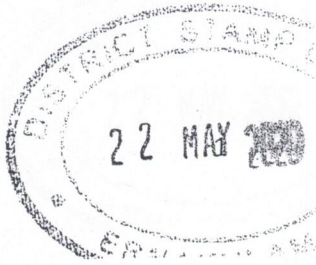
(II) M/s Bharata MATA SCHOOL OF LEGAL STUDIES (BSOLS) situated at Choondy, Aluva, Kerala 683112 represented by M. S. HARU hereinafter called "the licensee" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, and assigns) of the SECOND PART

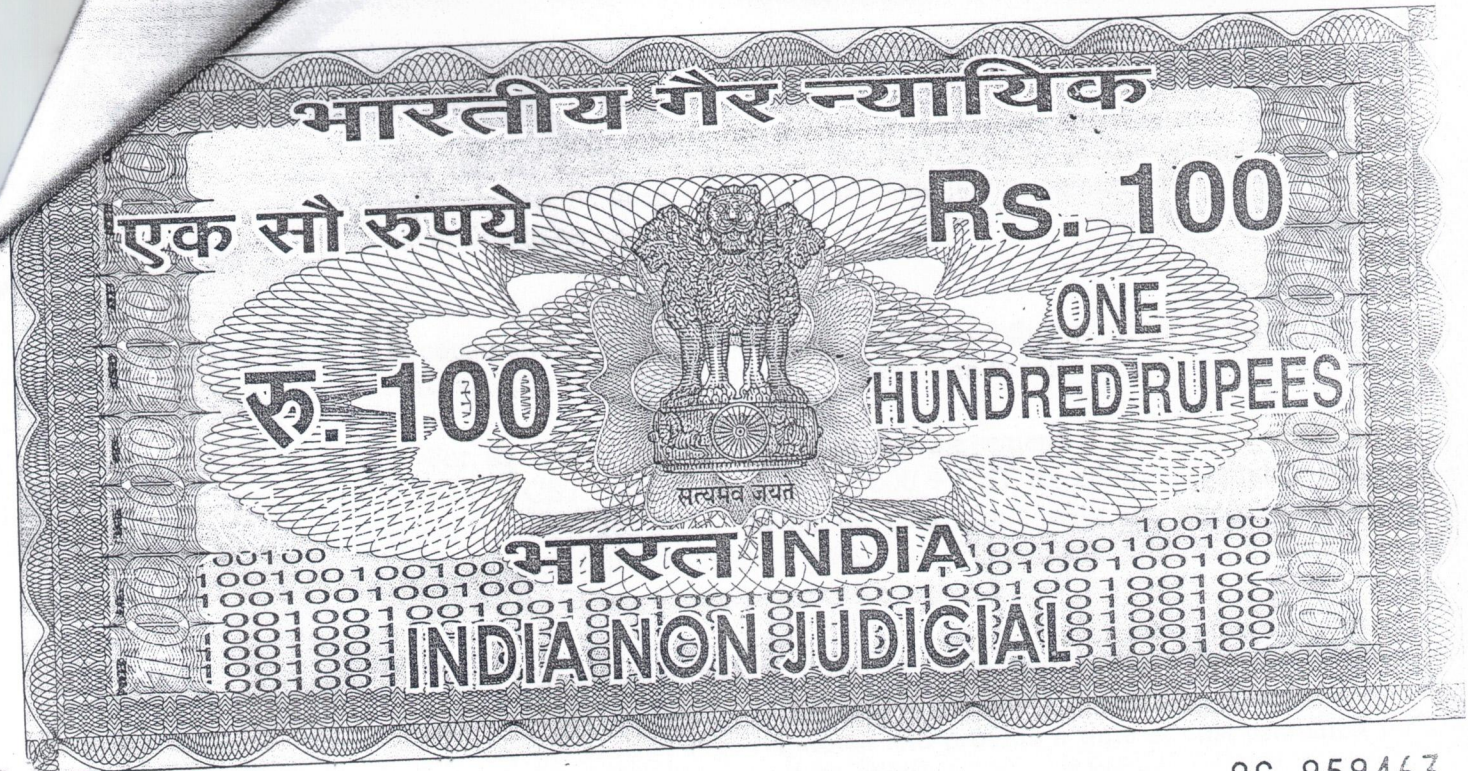
NO. 3749 DATE: 28.5.2020

VALUE OF RS. 100
SOLD TO: Bharath Matha College of Legal Studies

M.A. KUNJU BEEVI
HIGH COURT VENDOR

Choondy Aluva
Aluva





CG 959463

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Recitals Whereas

- (i) The "developer" develops and offers cloud-based customized academic college management /ERP software with expandable and integrable core modules as enumerated in the Schedule 1 of these presents.
- (ii) The licensee desires to utilize a copy of the software.

Now, therefore , in consideration of the mutual promises set forth herein, developer and licensee agree as follows.

License

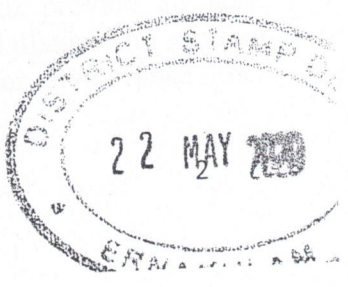
The Developer hereby grants to licensee non-transferable, non-exclusive, and limited license to use the software in the premises of licensee viz BHARATA MATA SCHOOL OF LEGAL STUDIES (BSOLS) - as an academic institution - as set forth in this agreement.

NO. 3758 DATE: 28.5.2022
VALUE OF RS. 100
SOLD TO: Phoralb Matha College of Legal Studies

Abdulkhader
Chandu
Olun

ITam

M.A. KUNJU-BEEVI
HIGH COURT VENDOR



Term

The validity of the license for an academic year as per the academic calendar applicable to the licensee as per applicable law as an academic institution with the option to renew.

License Fee

In consideration for the grant of the license and the use of the software, licensee agrees to pay developer the sum of license fee as follows:

1. For the initial academic year of the agreement: RS.235000 + GST (RS. 200000 + GST per annum + RS.35000 + GST for additional module student rewards) of which 50% should be paid along with the execution of this agreement and the balance payment shall be made within 7 days after installation of the software as per these presents .

2. There will be additional payment for extra modifications than the modules included above. Change request should be made in writing. The developer shall evaluate each change requested and provide a time & cost estimated for incorporating such changes to the system.

&

3. The renewal fee for subsequent academic year shall be Rs.200000/ + GST paid 30 days in advance before commencing the academic year.

Proprietary rights

The licensee recognizes that near regards the licensed programs as the developer's proprietary information and as confidential trade secrets of great value. The licensee agrees not to provide or to otherwise make available in any form the licensed programs, or any portion thereof, to any person other than employees of licensee without the prior written consent of the developer. Licensee further agrees to treat the licensed programs with at least the same degree of care with which licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the licensed programs.

No Infringement.

The developer acknowledge that the software does not infringe the intellectual property rights or other rights of any third party and the software is not in the public domain.

Technology Specification

Front end design : HTML
Framework : ASP.NET
Middleware : C#
DATABASE: SQL SERVER 2017

Installation & permitted uses

The developer shall assist the licensee to install / deploy the software in a server of choice by the licensee. The licensee shall provide all such documents and data as required by the developer for installation and running of the software. The licensee shall not use the software for any purpose other than the permitted use as an academic institution.

DR V. Madhukar Reddy

[Signature]

Training and Support services	<p>1. The developer shall, at their expense, provide the staff/ employees of the licensee with the initial training services necessary and desirable to operate the software, at licensee's offices and on days and times the parties agree to in writing.</p> <p>2. The developer shall provide support service to the licensee during the tenure of the license/agreement through telephone or electronic means at normal business hours in order to help the licensee to locate and correct problems with the software. Business hours means 9 am. to 6 pm.</p>
Fixes and patches.	<p>The developer shall provide the licensee at the developer's sole expense, with bug fixes and code corrections to correct software malfunctions and defects in order to bring the software into substantial conformity with its operating specifications. However, the developer may not be required to, provide these maintenance services if the licensee has attempted modification of the software of its own or is in default.</p>
Data loss	<p>(i) The licensee shall be solely responsible for data storage, protection, data base management and preserving back up of data all times.</p> <p>(ii) The licensee shall take all efforts to keep and maintain their data properly stored and protected while being processed using the licensed software and the developer shall not be responsible for any data loss due to lack of proper care and caution by the licensee.</p> <p>(iii) The developer's liability to any data loss due to malfunction of the software is to be decided by case to case base but limited to the sum of licensee fee cumulatively in total.</p>
Transferring Data	<p>Data of the licensee will be exported to the developer and it has to be added as required by the licensee. The whole data has to be transferred in excel format at the end of license agreement, at the end of academic year or whenever it is required.</p>
Updation	<p>The developer has to do periodical modification/ updation whenever required by licensee expect structure and number of core modules as enumerated in the Schedule 1 of these presents, as part of license fee.</p>
Availing Data	<p>The developer has to provide to the licensee the whole or part of the data extent to one year as required by the licensee.</p>
Warranty of title	<p>The developer hereby represents and warrants to licensee that developer is the owner of the software or otherwise has the right to grant to licensee the right set forth in this agreement. In the event any breach or threatened breach of the foregoing representation and warranty, licensee's sole remedy shall be to</p>

R. S. Reddy upadhyay

[Signature]

require developer or to either: (i) procure, at developer's expense, the right to use the software,(ii) replace the software or any part thereof that is in breach and replace it with software of comparable functionality that does not cause any breach, or(iii) refund to licensee the full amount of the license fee upon the return of the software and copies thereof to developer.

Warranty of functionality The developer warrants that the software shall perform during the tenure of the license in all material respects according to the developer's specifications concerning the software when used with the appropriate computer equipment. In the event of any breach of alleged breach of this warranty, licensee shall promptly notify developer and return the software to developer at licensee's expenses. Licensee's sole remedy shall be that developer shall correct the software so that it operates according to the warranty. This warranty shall not apply to the software if modified or attempted to be modified by anyone or if used improperly or on an operating environment not approved by the developer.

Restrictions Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the software , or transfer or convey the software or any right in the software to anyone else without the written consent of developer; provided that licensee may make one copy of the software for backup o archival purposes

Access to source code The licensee doesn't have any access to the source of the software developed by the developer.

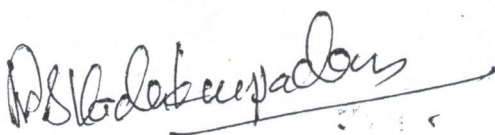
Notice Any notice required by this agreement or given in connection with it , shall be in writing and shall be given to the appropriate party by their respective email ids as given below:

Party	Email id
Developer	
Licensee	

Withdrawal The licensee is entitled to withdraw from this agreement at any time subject to payment of pending License Fee , if any. If the licensee withdraws from the agreement after the execution of this agreement but at any stage before installation of the software , the licensee shall pay proportionate amount the reaming license fee . Withdrawal from the agreement becomes effective at a notice from licensee, or non-renewal of the agreement.

Governing law This license agreement shall be governed by and construed in accordance with the laws of the India

Final agreement This agreement terminates and supersedes all prior understandings or agreement on the subject matter hereof.





Relationship of the parties

(i) Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.

(ii) Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.

Force majeure

Neither party shall be liable or deemed to be in default hereunder to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of the party otherwise chargeable with failure, delay or default; including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike; lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster; act; negligence or default of the other party. the affected party shall take action to minimize the consequences of any such cause.

Severability

If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining term, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Dispute resolution

(i) Any disputes that may arise in connection with this agreement which cannot be resolved by mutual discussions, shall be referred to arbitration as the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment or re-enactment thereto.

(ii) The venue of the arbitration proceedings shall be Kochi and the proceedings shall be in English.

Headings

Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.

Testimonium

In witness whereof, developer and licensee have executed this software license agreement on the day and year first above written.

Execution

Developer

Signature
Name
Address

[Signature]
Tomy Joseph
VAZHADILLY
KIZHAKKAMBALAM
PAZHANGANADU

Licensee:

Signature
Name
Address

[Signature]
SHADU.V.M
Vadakkumpadam

Witness :

[Signature]
TOWIN MATHAT

[Signature]
Dinecho

SCHEDULE 1

ERP Modules

- ❖ Admission Portal
- ❖ Student Portal
- ❖ ERP Portal

Dashboard

- ❖ Staff Performance
- ❖ Calendar
- ❖ Birthday Wishes

About

- ❖ Profile
- ❖ Change Password
- ❖ Attendance

Admin

- ❖ General Setup
 - Department
 - Country
 - State
 - District
 - Course
 - Currency
 - Religion
 - Caste
 - Reservation
 - Qualification
- ❖ Course Setup
 - Semester
 - Institution
 - Course
 - Batch
 - Admission Eligibility
- ❖ Admission
 - Course
 - University
 - Board

Admission

- ❖ Admission
 - Attendance Claiming
 - Set Admission No
 - Set Register No
 - Edit Student
 - Students General Details
 - Upload Std Photos

A. S. Shakti Upadhyay

Henry

- Certificate Issue
- Course Completion
- Students Discontinue
- ❖ Statistics
 - Religion Wise
 - Students Count Caste Wise
 - Students Count Reservation Wise
 - Students Count Quota Wise
 - Students Count Batch Wises
 - Students District Wise
 - Annual Income Batch Wise
 - Ex-Service Count
 - Batch Wise Cut - Off(Admission)
- ❖ MIS
 - Student List
 - Applications(Admission)
 - Application With Options
 - Course Wise Application Count
 - Day Wise Application Count
 - Application With Options And Contact Details
 - Course Eligibility
 - Admitted Student List
 - Form1a
 - Form1b
 - General Form
 - Statement - 2
 - Student Address
 - Admission Register
 - Attendance Register
 - TC-Details
 - TC Applications
 - Discontinued Student List

Finance
Hr

Academic

- Main Settings
- Semester
- Specialisation
- Specialisation Students
- Set Class Number
- ❖ Subjects
- ❖ Attendance
 - Entry
 - Edit
 - Batch Wise Attendance
 - Subject Wise Attendance
- ❖ Examination
 - Form A (Internal Marks)
 - Pending Internals List
 - Delete Form A

R. S. Kodakapada

Henry

- ❖ MIS
 - IQAC Staff Evaluation
 - Batch Class Info
 - Daily Class Report
 - Session Details
 - Attendance Report
 - Attendance Register
 - Form A Report
 - Form B Report
 - Student List
- ❖ IQAC
 - Admission
 - Application Count
 - Admitted Student List
 - Admission Register
- ❖ Academic
 - Student List - UG
 - Student List - PG
- ❖ Evaluation
 - Institution
 - Program
 - Course
 - Staff
- ❖ Examination
 - Pass Board Data
 - Result Analysis(Subject)
 - Result Analysis(Students)
 - Revaluation Register
- ❖ Grace Mark Register

Search

- Active Students
- Old Students
- Active Staff
- Old Staff

SMS Integration

Payment Gateway Integration

Students Rewards

- Club Management
- Club Events
- Club Events Participation
- Academic Rewards
- ❖ MIS
 - Individual Rewards
 - Batch Wise Rewards
 - Events Participation
 - Individual
 - Batch Wise

R. S. Lakshminarayana

H. S. Kumar

Developer

Signature Jomy

Name Jomy JOSEPH

Address VAZHAPPILLY

KIZHAKKAMBALAM

PAZANGANADU

Witness: TOWIN MATHAS

T.

Licensee:

Signature

Name Fr. SHADU. VM

Address

Vadakkumpadam House

Director, BSOS

Choody, Aluva

Vadakkumpadam