



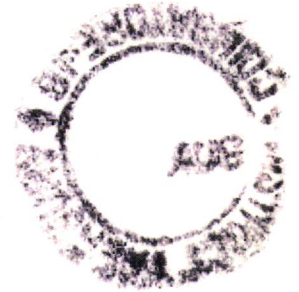
தமிழ்நாடு தமிழ்நாடு TAMILNADU

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27/05/19

ஆர். விவேகானந்தன். THE PRINCIPAL
முத்திரைத்தாள் விற்பனை
உரிமம் எண் : 12096 /உ 9 NGM COLLEGE
T. கோட்டாம்பட்டி, பொள்ளாச்சி, தமிழ்நாடு POLLACHI



Application Software License Agreement

This Application Software License Agreement is made on the day of 20th June 2019 between Octoze Technologies Pvt Ltd 92 Chandrasekaran Ave. 1st Main Road, Okkiyam Thorapakkam, OMR, Chennai - 600097, India. (Herein after called as **Company**) and **The Principal**, on behalf of the Management, Nallamuthu Gounder Mahalingam College (Autonomous), Pollachi-642 001 (Herein after called as **Client**)

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For OCTOZE TECHNOLOGIES (P) LTD.

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Company shall provide **Client** with hosted Campus Management Software, Camu along with maintenance of the same for a specified period, training, and support services.

Client shall define the Acceptance Criteria for the software

Company shall take reasonable efforts to meet the acceptance criteria provided by the client.

Client will have 200 maximum of working days or two semesters as inspection period after **Company** delivers the **Application Software** to inspect and test it to ensure that it meets the Accepted Criteria.

The Acceptance Criteria means end user in all the departments both teaching and non teaching should satisfy with data capturing and data delivery mode in the form of reports

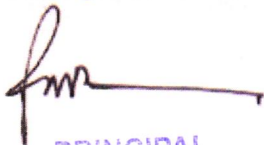
If, in **Client's** opinion that the **Application Software** meets the Acceptance Criteria, **Client** may or may not accept the **Application Software** and notify **Company** that the client accepts the **Application Software which is different from a Go Live which is an acceptance to use the software in live service.**

Even if a **Go Live is granted**, in **Client's** opinion, the **Application Software** fails in a material way to meet the Acceptance Criteria, **Client** may reject the **Application Software** by delivering to **Company** a written list detailing each failure to satisfy the Acceptance Criteria.

Client will be deemed to have accepted the **Application Software** if **Client** fails to notify the **Company** on or before the expiration of the Inspection Period. **If the client fails to inspect, test and deliver the acceptance criteria the company shall give three reminders to deliver the same every 50 days until the milestone is achieved. It shall not exceed time limit of 200 days.**

If **Client** rejects the **Application Software**, **Company** will have a maximum of three opportunities to rectify the failures in the **Application Software** and re-deliver it to the **Client** to inspect again and test it. If, in **Client's** opinion, **Company's** corrections fail to satisfy the Acceptance Criteria thrice, **Client** may terminate this agreement without additional financial commitment.

Client shall pay the **Company** a Annual License Fee of Rs. 6,50,000 (Rupees Six Lakhs Fifty Thousand Only) for upto 6,000 Students. Additionally, in the first year, an implementation a Fee of Rs. 50,000 shall be paid to the **Company**. Thereafter, for every permanent addition of students in the system client shall pay Rs.112 per Student per Year, as the "License Fees " for the **Application Software and it consists of following modules along with the existing features in the application software of the company.**



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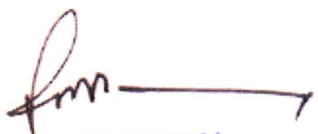


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Client Feature	Camu Module	Features
Aided Programmes Self Financing Programmes Certificate Courses	Admissions	Schedule and issue Applications Online applications and collection of application fees Record applications Student Admission Camu will support the Programmes in the Client Feature
	Student Record	Student record maintenance Transfers/Termination Automatically updated academic records
Staff Academics	Staff Record	Staff record maintenance Printing of statutory staff reports Resignations
Scholarship Analysis Fees Management Online Payments Offline Payments Billing	Fee Management	Automatic generation of bills using billing policies Receipts, Credit Notes & Cancellations Integration with Tally & SAP Outstanding bills and cash collection tracking Student Accounts View It should be possible to view how much scholarship was given under what category
Result Analysis ABCD Analysis Graduates Analysis Gender wise Analysis Community wise Analysis	Internal Examinations	Maintenance of Examinations Results entry Mark ineligible students Academic Performance Reports There are certain types of student categorisation possible and the results can be analysed as per the categorisation. This is only for internal exams.
SMS/E-mail Infrastructure	Communication	Staff to staff communication on tablets using SMS (additional charges) and Android App messages Mass communication through SMS (additional charges) Mass communication through Android App Mass communication through email Mass communication from an Android App on mobile devices Voice Calls (Additional Chages)


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Client Feature	Camu Module	Features
	Transport	Maintenance of vehicle routes Student and Staff registration for transportation Automized Billing Basic Fleet Management
	Payments	Workflow for creating and approving payments Approvals can be made by the approving authority from a mobile device Create a projection of payments for a period of time to track payments and revenue to manage overall cash flow
	Leave Management	Leave application and approvals for staff Leave application and approvals for students
	Inventory	Maintain Inventory Catalogue Stock Issue Stock Taking Projection for stock purchase based on student strength
	Hostel	Book Rooms for Students, Staff and Visitors (as Guests) Allocate Guests to rooms Manage Conflict while booking Search for availability by available booking and overall capacity Automatically integrated to Billing
	Health Record	Maintenance of Student Health Record
	Visitor Management	Record Visitors Record time in and time out of visitors Take a photo of the visitor
	Library	Create Book catalogue Students can check in and check out books
	Enquiries	Record Enquiries manually Create Follow-up plans Dashboard to track Enquiries and Follow-ups Get Follow ups for Admissions staff to get their follow up plan

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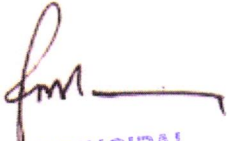


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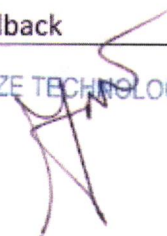
Director

Client Feature	Camu Module	Features
LMS	Attendance	Manual attendance on Android tablet devices Attendance reports
LMS Non-Major Elective Proctor Calendar of Activities & Event Management	Academic Planning	Allocation of Staff to subjects Time table creation My timetable view for staff Staff diary Reallocation of staff Camu should support the implementation of the Non major electives Student Advising which should cover the Proctor feature
LMS Student Attendance with Topic Coverage	Teaching Plan	Creation and Maintenance of Teaching Plans Auto generation of teaching plans Print teaching plans Progress tracking of teaching plans Topic covered in a lecture will be marked in the lecture plan for the scheduled class. Attendance for the scheduled class will be marked in the attendance screen both invoked from 1 screen
LMS	Assignments	Schedule assignments Record and rate Assignment Submissions Transmit the Assignment rating to the students Online submission of Assignments
LMS	Assessments	Online Assessments based on MCQ Automatics scoring of Assessments Scheduling of Assessments
LMS	Question Bank	Create and manage Question Banks Question banks with question linked to learning outcomes, blooms taxonomy and rubrics Generate Question Papers
LMS Online System Feedbacks Examinations	Feedback	Record feedback on students Record feedback on staff Control on who can view the feedback


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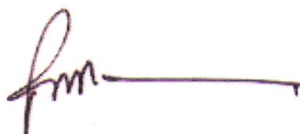
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Client Feature	Camu Module	Features
OBE	Outcome Based Education	Define PEO, PO and CO for all Programs and Courses Blooms Taxonomy based Assessments Mapping of Question paper for all Examinations Question Bank with Mapping to Course Outcomes Real time availability of Course and Program Outcome Attainment OBE Dashboards for Curriculum Design and Attainment
CBCS	Choice Based Credit System	Fully Flexible Student Study plan Approval for Student Enrolment Student Transcript Student Advisors
	CoE	Exam Scheduling Mark Scanning Moderation Re-evaluation Results Publishing Reports Hall Tickets
	GPS Tracking	Parents can view the bus movement in a Live Map (Additional Charges) Independent dashboard to view the bus status and location
	Payroll (Additional Charges)	Define Salary Structures and policies Leave Management for Staff Generate Pay slips Salary Register

Staff / Student / Alumni / Parent Mobile App will be provided.

Various Dash Boards for MIS Reports for the following users to be provided

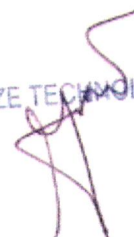
- Management
- Principal
- HOD
- Faculty and
- Office Administration



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Alumni and Placement modules shall be developed and provided as a goodwill and no financial commitments will arise to client.

Client shall make an advance payment of Rs 2.00 Lacs as License Fee due on the date of this agreement and with the remaining as per the schedule below. Rs. 50,000, as implementation cost will be paid for first year only.

Rs. 1.5 Lakhs on September 2019

Rs. 1.5 Lakhs in December 2019

Rs. 1.5 Lakhs in March 2019

From the 2nd Academic year onwards the payment will be made in 4 parts of 25% of license fee each in June, September, December and February of every year.

Amounts Payable under this agreement excludes Taxes, and **Client** shall pay all Taxes applicable to payments between the parties under this agreement as per legal provisions. TDS will be deducted from source for each payment.

Company provides facility to **Client** to download all critical raw and processed data in CSV format or in Excel format at any point of time. If any critical data is not downloadable, the client shall notify and the **Company** has to make it downloadable within 100 days of such notification.

Company shall provide **Client's** employees with the initial training services necessary and desirable to operate the Software attached to this agreement, within the premises of **Client** based on the requirement to use the application software effectively with **Company's** own expense. The **Company** shall provide the **Client** with telephone or electronic or in person support during **Company's** normal business hours in order to help **Client** to locate and correct problems with the Software and internet based support system, generally available seven days a week, twenty-four hours a day.

After the successful implementation of application software, from the subsequent year onwards, Rs. 6,50,000 (Rupees Six Lakhs Fifty Thousand Only) for up to 6,000 students who are active shall be paid as license fee and thereafter, for every extra permanent addition of students in the system Rs 112 per Student per Year shall be paid in four installments and it will be for a period of five years only. End of the Semester Marks will be added to the internal examination function for the purpose of 360 degree view of a student.

Company hereby warrants that if controller of examinations module is included based on client request Rs. 17/- per student per year will be added as purchase cost of that module and that cost will be added to purchase cost.

Client reserves the right to request changes to the **Application Software** by written notice to **Company**, if necessary, without any additional charges, beyond accepted specifications, within the agreement period.


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If the parties agree to make changes to the **Application Software**, the parties shall make those changes in writing, signed by both parties.

This agreement begins on 20th June 2019. After Five years of operation the Annual License Fee can be discussed on a mutually agreed terms.

Company hereby warrants that **Application Software** can be operated according to the documentation and other instructions. **Company assures that the Application Software** will perform according to acceptance criteria. Further the company assures the User Manuals, Crib sheets, Videos etc will be provided to cover all the areas of the solution.

Company hereby warrants that its cloud services will be stored in Solid State Drive (SSD), with adequate resources to meet out peak loads such as conduct of online exams, conduct of feedback, admission process.

Company hereby warrants that its services will be performed consistently with generally accepted industry standards as 24 Hours 7 Days in a Week, during calendar year. 99% uptime for the cloud is guaranteed.

During the Service Period, on One Business Days' notice of a high severity defect from **Client**, **Company** shall repair or replace the defect or come to a mutually agreeable solution and a time frame for delivery plan.

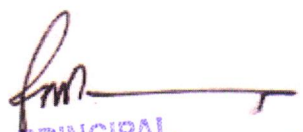
Client hereby assures that nothing in the **Application Software** nor will **Client's use of the Application Software** infringe or constitute a misappropriation of the Intellectual Property rights of the **Company**.

The parties shall continue to be bound by the terms of the non-disclosure agreement between the parties, dated 20th June 2019.

Company will be required to provide the **Application Software** to **Client** in form of a hosted solution during the period of the agreement.

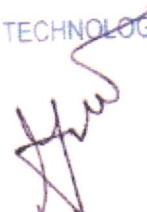
If **Company makes** any updates, enhancements, or modifications to the **Application Software**, **Company** shall promptly give it to **Client** to support NAAC, NIRF and other Higher Education Authorities.

Client may terminate this agreement for any valid reason or without stating any reason-on 90 Days notice to **Company**. The **Company** may terminate this agreement for valid reasons only. In case of termination by either side, the license fee will be Rs. 112/- per student for the remaining batches/ students under the agreement, without any minimum license fee.


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Client may terminate this agreement with immediate effect by delivering notice of the termination to *Company*, if *Company* fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of *Client's* obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of 90 Days after the affected party delivers notice to the breaching party reasonably detailing the breach.

Effect of Termination

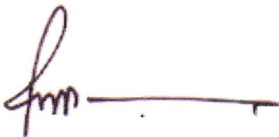
Subject to payment obligations as on date, on termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately.

Even after termination or expiration of this agreement, each party shall pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, services already rendered or expenses already incurred, and refund any payments received but not yet earned, including payments for services not rendered, work not performed, or expenses forwarded.

On termination or expiration of this agreement, neither party will be liable to the other party, except for liability that arose before the termination or expiration of this agreement, or arising after the termination or expiration of this agreement and in connection with sections of CONFIDENTIALITY or TERMINATION.

Mutual Indemnification:

Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding brought by either a third party or an indemnified party and arising out of the indemnifying party's willful misconduct or gross negligence. The total claim for the losses cannot exceed the annual license fee for both parties.



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For OCTOZE TECHNOLOGIES (P) LTD.



Director

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Pollachi and only Courts in Pollachi shall have Jurisdiction to determine the same.

This agreement has been signed by the parties.

Company

Signatory Name : Octoze Technologies Pvt. Ltd.
Signatory Address : 92 Chandrasekaran Ave.
1st Main Road,
OkklyamThoraipakkam,
OMR, Chennai - 600097

Signature

For OCTOZE TECHNOLOGIES (P) LTD.

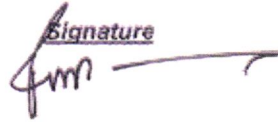


Director

Client

Signatory Name : Dr.P.M. Palanisamy
Signatory Address : Principal,
NallamuthuGounderMahalingam College,
Pollachi-642 001

Signature



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Witnesses:

1. K. Srinivasan S/o PM Kandasamy
2. N. Neelakandeswari W/o. S. Koteswaran

Address

28. Thiruvalluvar St
Pollachi - 2

1, Ayesamy street
Rangampudur, Negamam
Pollachi - 120.