

LICENSE AGREEMENT

This License Agreement (hereinafter referred to as the 'Agreement') is made and executed on MAY-26, 2017.

BY AND BETWEEN

Heraizen Technologies Pvt Ltd, a Company registered under the Companies Act, 1956 having its registered office at #319, 10th Cross, 5th Main, Vijaya Bank Layout, Bilekahalli, Bangalore - 560076, hereafter referred to as "Service Provider" (which expression shall unless repugnant to the context include its successors, administrators and permitted assigns) of the **First Part**

AND

Adichunchanagiri Institute of Technology having its registered office at Iyothinagar, Chikmagalur - 577102 Karnataka, INDIA, duly represented by _____, hereinafter referred to as "Customer" (which expression shall unless repugnant to the subject or context mean and include its successors and permitted assigns) of the **Second Part**

(Both the **Service Provider** and the **Customer** shall be independently called as 'Party' and jointly as 'Parties')

PREAMBLE

- A. **WHEREAS** Service Provider is the owner of a cloud-based Digital Transformation System, hereinafter referred to as "DTS".
- B. **WHEREAS** Customer operates educational institutions in field of engineering in India.
- C. **WHEREAS** Customer seeks to procure a license from the Service Provider for the commercial use of DTS in accordance with the terms of this Agreement and the conditions imposed herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND COVENANTS, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES ON THE FOLLOWING TERMS AND CONDITIONS:





**ARTICLE 1
DEFINITIONS**

Capitalized terms not otherwise defined herein shall have the meaning set forth below:


- 1.1 **"Agreement"** shall mean this agreement and appendix and any amendments as may hereafter be agreed upon in writing by the Parties.
- 1.2 **"DTS"** shall mean the cloud-based Digital Transformation System owned by Service Provider.
- 1.3 **"Operational Site"** shall mean any Customer's business facility or location where DTS is used as part of daily operations
- 1.4 **"Initiation Date"** shall mean the start date of this agreement
- 1.5 **"Implementation Date"** shall mean the date of "go-live" for an Operational Site, or as mutually agreed

**ARTICLE 2
RIGHT TO USAGE**

- 2.1 From the Commencement Date of this Agreement and until its termination, and subject to Customer's compliance with the terms of this Agreement and payment of all fees set forth in Appendix A, Service Provider grants to Customer a non-transferable, non-exclusive, right and license to access, use for such period to use DTS within the Territory
- 2.2 No implied or other license is granted other than as set forth in Article 2.1 of this Agreement. The Customer acknowledges that Service Provider owns and has a right to any and all DTS and its Intellectual Property and that this agreement is only a right for the Customer to have access to and use DTS

**ARTICLE 3
RIGHTS AND OBLIGATIONS OF THE PARTIES**

Customer's Obligations / Responsibilities


C. G. Mohr


- 3.1 The Customer acknowledges, agrees and confirms that Service Provider is the owner of DTS and that nothing contained in this Agreement shall be deemed to affect that ownership.
- 3.2 Customer ensures the availability of high speed internet, electricity and reliable devices at its locations, and that the customer is fully responsible for such provisions at its locations for smooth functioning of the Software.

Service Provider's Obligations / Responsibilities

- 3.3 The Service Provider shall maintain any subscription needed to freely operate DTS and be responsible for the fees and expenses required for such purpose throughout the continuance of this Agreement
- 3.4 The Service Provider reserves the right to inspect DTS at any time without disturbing the functioning of the Customer
- 3.5 The Service Provider agrees that all Customer data residing within the Customer Server are owned by the Customer at all times.
- 3.6 The Service Provider shall provide the User training as per the schedule agreed by both the Parties.
- 3.7 The Service Provider shall help the Customer with Data migration (with the help of a SPOC from each Department of the Customer's organization)
- 3.8 The Service Provider shall ensure Ongoing User support (with production monitoring on Cloud) – Monday to Saturday.

ARTICLE 4 TERM

- 4.1 This Agreement comes into force as of 24th April, 2017 and shall remain in force for such period for the license granted unless terminated earlier pursuant to Article 5 below.
- 4.2 **Initiation date:** 24th April, 2017
- 4.3 **Implementation date:** 8th May, 2017


C. S. Mahesh

**ARTICLE 5
TERMINATION**


- 5.1 Notwithstanding anything contained in this Agreement, this Agreement may be terminated by the either Party by providing a written notice of 12 months of its intention.

**ARTICLE 6
PAYMENT**

- 6.1 Payment for license fee shall be made by the Customer in INR as set out in Appendix A. Any changes to this payment schedule would need to be agreed in writing.
- 6.2 Payments shall be made either by Bank Transfer or by Cheque in favor of the Service Provider, within 30 days from the date of invoice.

**ARTICLE 7
GENERAL PROVISIONS**

- 7.1 **GOVERNING LAW & DISPUTE RESOLUTION:** This Agreement shall be governed by and construed in accordance with the laws of India, excluding any conflict of law provisions. The courts of Bangalore shall have exclusive jurisdiction to settle any dispute arising out of this Agreement or in connection therewith.
- 7.2 **COSTS AND EXPENSES:** Each Party shall bear its own expenses incurred in connection with the negotiation, preparation, execution and closing of this Agreement and the transactions provided for hereby.
- 7.3 **COUNTERPARTS & LANGUAGE:** This Agreement is executed in the English language in two (2) counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- 7.4 **DATA BACK-UP & USAGE:** Customer agrees that a backup of the data feed in DTS shall be automatically created and Customer consents to grant all legal rights to the Service Provider to use data for storage, analysis, research towards improving the usage of DTS. Customer shall have the obligation to procure all mandatory consents from the Service Provider of the information that is fed in DTS and keep Customer indemnified.
- 7.5 **PUBLICITY:** Both the parties can issue press release, make public announcement, or other such disclosure related to this Agreement without the other party's prior consent as long as it does not affect the aim, objective, ethical values and reputation of the respective Institutions.


C. G. Malli

7.6 AMENDMENT: This Agreement may be amended with the prior written consent of both the parties.

7.7 MODE OF FUNCTIONING: For smooth and efficient functioning and implementation of the Agreement, both the parties shall meet at regular intervals on mutually agreed dates and review the program / progress and also take action to remove the difficulties / constraints if any in implementing the Agreement.



ARTICLE 8 NON DISCLOSURE

8.1 Service Provider will protect Information provided to Service Provider by or on behalf of Customer from any use, distribution or disclosure except as permitted herein. Service Provider will use the same standard of care to protect Information as Service Provider uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.

8.2 Service Provider agrees to use Information solely in connection with the Project and for no other purpose. Service Provider may provide Information only to Service Provider's employees who: (a) have a substantive need to know such Information in connection with the Project; (b) have been advised of the confidential and proprietary nature of such Information; and (c) have personally agreed with Service Provider in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment.

8.3 Customer's Information does not include:

- a) any information publicly disclosed by Customer;
- b) any information Customer in writing authorizes Service Provider to disclose without restriction;
- c) any information Service Provider already lawfully knows at the time it is disclosed by Customer, without an obligation to keep it confidential;
- d) any information Service Provider lawfully obtains from any source other than Customer, provided that such source lawfully disclosed such information; or
- e) any information Service Provider independently develops without use of or reference to Customer's Information.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written and execute this Agreement in two (2) originals



FOR Heratzen Technologies Pvt Ltd
(Service Provider)

(Authorized signatory)



FOR AIT Chikmagalur
(Customer)

(Authorized signatory)

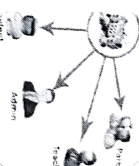
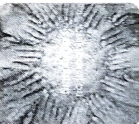
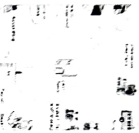
Name: MAHESH C.S.
Title: CEO
Date: 26th May, 2017

Name: DR. C. K. SOBBARAYAN
Title: PRINCIPAL
Date: 26-05-2017.

APPENDIX A SOFTWARE, Commercials & Payment Terms

Service Provider will provide to Customer the following Software and Annual Support Services in accordance with the terms of this Agreement:

Software:



Performance Dashboards & Analytics

- Academic Scores & Analysis
- Drill-down Dashboards
- Descriptive & Predictive Analytics

Automation & Efficiency in Administration

- Time table & Schedule
- Attendance & Leave Management system
- Course enrolment & management
- Admission, Fee & Expenses management

Capability Improvement (NBA, NAAC, NIRF)

- Outcome Based education & Accreditation preparedness
- Learning, Teaching Guidelines

Collaboration & Feedback

- Document management
- Feedback management
- Project & Assignment teaching
- Learning management system

Customization & Mobility

- Hosted on Cloud
- Login for Student, Faculty, HOD, Principal, Management, Admin, Placement Officer, Parent & Alumni
- Hybrid Apps – Android, IOS, Windows Mobile

Commercials & Payment Terms:

₹ 20 per student (per month)* + applicable tax OR ₹ 240 per student (annually) + applicable tax

*Includes:

- All the product features & Customizations
- Data migration
- On premise, face-to-face User training programs for all the Product features (current & future)
- Ongoing user support (Monday – Saturday)
- Infrastructure on Cloud
- Production monitoring with daily data backup
- Mobile apps

Payment terms

- Annually (at the Implementation date) with renewal Year-on-Year