

CONTRACT

FOR

**LICENSE, IMPLEMENTATION, TRAINING, MAINTENANCE
& SUPPORT**

OF

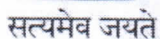
JUNO CAMPUS ERP SYSTEM

AT



Swami Rama Himalayan University

Swami Ram Nagar, Doiwala, Uttarakhand 248016



Government of Uttarakhand

e-Stamp

Stamp Duty Amount(Rs.)

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JUNO SOFTWARE SYSTEMS PRIVATE LIMITED
Article 5 Agreement or Memorandum of an agreement
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SWAMI RAMA HIMALAYAN UNIVERSITY
JUNO SOFTWARE SYSTEMS PRIVATE LIMITED
JUNO SOFTWARE SYSTEMS PRIVATE LIMITED
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(One Hundred only)



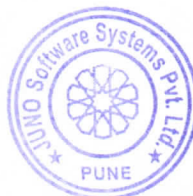
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स्टाम्प विक्रेता
नहरील डेईवाला
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JUNO Software Systems Pvt. Ltd.

Authorized Signatory/Director



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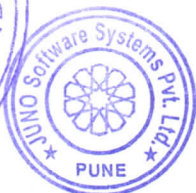
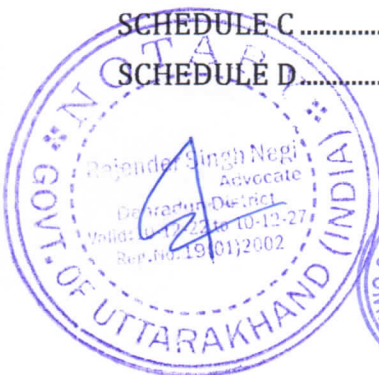
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MASTER AGREEMENT

(On Rs. 100 India Non Judicial e-Stamp No. IN-UK41859084414318V)

This Master AGREEMENT (hereinafter referred to as “**Agreement**”) is made and entered into at Dehradun (Uttarakhand) on this 22nd day of March 2023 by and between:

SWAMI RAMA HIMALAYAN UNIVERSITY, a University established under section 2(f) of UGC Act, 1956 and enacted vide Uttarakhand Act no. 12 of 2013, having its registered office at Swami Ram Nagar, Jolly Grant- 248 016, Dehradun, Uttarakhand, through its Registrar *Dr. Shusheela Sharma* (hereinafter referred to as the “**Customer**” which expression unless repugnant to the context or meaning thereof, shall mean and include successor(s)-in-interest and permitted assigns).

...Party of the First Part

AND

JUNO SOFTWARE SYSTEMS PRIVATE LIMITED, a company incorporated under the laws of India having CIN: U72900PN2013PTC149948 and having its registered office at 303, Pentagon-3, Magarpatta City, Pune – 411028, Maharashtra, acting through its Director *Dr. Arpita Gopal* (hereinafter referred to as the “**Company**” which expression unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successor(s)-in-interest and permitted assigns).

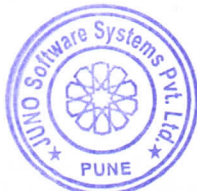
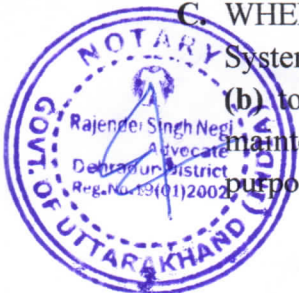
...Party of the Second Part

Customer and Company are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

WITNESSES AS UNDER

RECITALS:

- A. WHEREAS the Company is, inter alia, engaged in the business of providing Information Technology Services, especially for the Educational Sector. It has developed a software product named ‘JUNO Campus’ (hereinafter referred to as ‘**JUNO Campus**’ or “**Software Product**”) which is an end-to-end, AI-Powered, fully Integrated Education Management System (IEMS). It is an Enterprise Resource Planning (ERP) based software system.
- B. WHEREAS the Customer is a University that provides education, training and research in various areas of higher education including medical sciences, paramedical sciences, engineering, rural development, yoga sciences etc.
- C. WHEREAS the Customer requires the Company (a) to implement ‘JUNO Campus ERP System’ in all the campuses/colleges/institutes of the University (as listed in Annexure B) (b) to train the staff of the University meant to use the software and (c) to provide maintenance and support services like debugging, customization issues etc. for the purpose of smooth functioning of the software.



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D. WHEREAS the Company has submitted a Techno-Commercial Proposal before the Customer for License, Implementation, Maintenance & Support of JUNO Campus at Swami Rama Himalayan University.

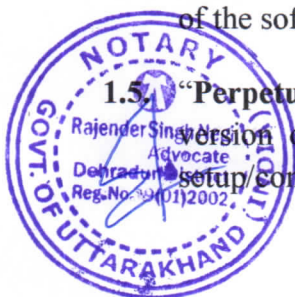
ACCORDINGLY, the Parties hereto, desirous of reducing all the terms and conditions of the said collaboration/engagement into writing by executing this Agreement, out of their free will, for mutual covenants and considerations (the sufficiency of which are hereby acknowledged) set out in details in the latter part of this Agreement, execute these presents to witness as under.

All the exhibits and schedules attached to this Agreement are an integral part of this Agreement. The parties may mutually agree from time to time to modify this Agreement for specific modules, customizations and uses and such modification shall be documented in a separate, written supplement ("New Order Documentation").

1. DEFINITIONS

- 1.1. "Confidential Information" means all non-public information, in whatever form, relating to the business of the Company or the Products, Software, Services and Licensed Software Products, including, without limitation, product specifications, drawings, designs, source codes, or other information or data regarding Company's programming, systems or technical information, books, records, diagrams, manuals, training materials, know-how, Company's general business plan, pricing, financial or accounting data, business processes and marketing plans and strategies or any other data, which may be disclosed by either party to the other party and which bears a legend or notice regarding its proprietary or confidential nature or, if not in tangible form, which the disclosing party describes as proprietary or confidential at the time of disclosure and subsequently sends a written summary to the receiving party within thirty (30) days of the disclosure; the Agreement; and any Purchase Order.
- 1.2. "JUNO Campus" means an integrated education management system, designed and developed by the Company, its modules and related technical/support documents.
- 1.3. "Current Version" means the version of the software product made available to the Customer on the date of first setup or initial configuration at the Test Server.
- 1.4. "License" means the right to use the current version of the software product. The version of the software product can be upgraded by suitable AMC or Subscription contracts.

- 1.5. "Perpetual License" means a one-time purchase and lifetime right to use the current version of the software product. A right to a perpetual license shall not include free setup/configuration.



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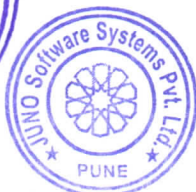
- 1.6. **“Implementation”** means setup, configuration as well as customization of JUNO Campus and its modules as per the existing processes at Customer to make it usable by relevant stakeholders.
- 1.7. **“UAT”** means User Acceptance Testing. The customer team tests any functionality delivered by Company on the test server using sample test data and provides UAT approval. UAT can also be accepted with suggestions/observations, which the company needs to fulfil before Go-Live.
- 1.8. **“Training”** means training the admins and end-users of JUNO Campus on effective usage of the software product.
- 1.9. **“Test Server”** means a Server intended for Testing the Software product and Training of Users.
- 1.10. **“Production Server”** means Live Server intended for the final use of the software product.
- 1.11. **“Maintenance & Support”** means product upgrades and support services provided to the Customer to ensure the intended usage of JUNO Campus post the completion date.
- 1.12. **“Project Kickoff Date”** means the date when Company conducts a meeting with the Customer team and officially starts the project.
- 1.13. **“Provisioning”** means the process of creating and setting up IT Infrastructure.
- 1.14. **“Other Modules”** means those modules mentioned in Schedule A to this agreement at the appropriate place.
- 1.15. **“Initial Term”** means a five-year period from the Date of Signing of this Agreement.
- 1.16. **“Effective Date”** means the date of the Date of Signing of this Agreement.

2. GENERAL

2.1. Representatives

Company shall designate an individual who will be authorized to act as Company's primary contact in dealing with Customer and who will have the power and authority with respect to actions taken by Company under this Agreement (**“Company Representative”**).

Customer shall designate an individual who will be authorized to act as Customer's primary contact in dealing with Company and who will have the power and authority with respect to actions taken by Customer under this Agreement (**“Project Manager”**).



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Both parties shall not replace their above-mentioned representatives without prior information to the other party.

3. PURCHASE ORDERS

3.1. Issuance and Acceptance of Purchase Orders

With Reference to the Techno-Commercial Proposal submitted by the Company before the Customer for License, Implementation, Maintenance & Support of JUNO Campus the Customer has issued a Purchase order No. SRHU/MMD/JSSPL/23/0025 dated 13/03/2023 to the Company against the purchase of JUNO Campus Perpetual Licenses (for 3500 regular users), Implementation, Training and Maintenance Costs. The Company has accepted the Purchase order via E-mail dated 14/03/2023.

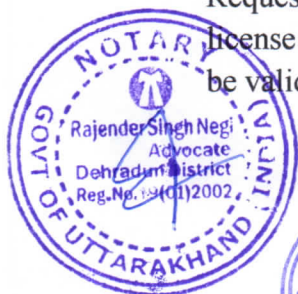
Following shall be the contents of the Purchase Order (Present and Future):-

- (i) Licensed Software Products and/or Services;
- (ii) the agreed-upon prices, charges and fees with respect to Licensed Software Products and related services;
- (iii) the addresses for delivery, performance and installation ("Delivery Location") shall be "Swami Rama Himalayan University (SRHU), Swami Ram Nagar, Jolly Grant - 248 016, Dehradun, Uttarakhand, India.
- (iv) may incorporate by reference of this Agreement; and
- (v) any other information required under this Agreement to be included in a purchase order.

All purchase orders will be governed by this agreement and cannot alter its terms and conditions. The company will accept a purchase order by providing to Customer written acceptance of such purchase order. The company will use commercially reasonable efforts to provide such confirmation within 2 (two) business days of receipt of the purchase order.

3.2. Purchase Order Alterations.

The Customer may request changes to a Purchase Order ("Change Purchase Order Request") that Company has previously accepted. In response to a Change Purchase Order Request, Company may provide written quotations, including any changes to prices, license fees, shipment or completion dates. A Change Purchase Order Request shall only be valid if mutually agreed upon in writing by Company and Customer.



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4. **PRODUCT, SERVICES AND DELIVERABLES**

Time is the essence in rendering the services hereunder, both Customer and Company agree to perform their obligations and rendered services set forth as per this Agreement on time.

4.1 PRODUCT: Juno Campus as defined under Clause 1.2 of this agreement.

4.2 SERVICES: Implementation, Training, Maintenance and Support.

4.3 DELIVERABLES: All the modules/deliverables as mentioned in Schedule A and Schedule C along with User Manuals, Configuration Manuals and other necessary and relevant documents.

5. **LICENSE COST**

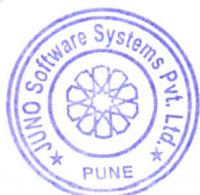
5.1. The cost of the Perpetual License of the JUNO Campus is Rs. 80 lakhs for 3,500 regular users.

- a. Paid Users: Students, Employees, Management
- b. Complimentary Users: Employees using only the Payroll system, Applicants, Parents, Vendors

5.2. Customer can purchase additional licenses from Company at the rate of Rs. 2,300 per user till the validity of this contract.

5.3. Customer will make timely payments to the company as per the schedule below:

S. N.	Amount	Payment Timeline
First Payment	Rs. 40.0 Lakhs	After signing the Contract by both parties and acceptance of the Purchase Order (against License Cost) by the Company, subject to the condition that the Company will submit a security cheque of Rs. 40 Lakhs (forty Lacks Only) to the customer, immediately thereafter.
Second Payment	Rs. 40.0 Lakhs	After 7 (seven) days of the first payment, subject to the conditions below: (1) The Company will submit a Bank Guarantee valid for 3 (Three) months to the Customer. (2) After 3 (Three) months, the Company will submit a post-dated cheque of Rs. 40 (Forty) Lakh to the Customer as a Security amount.



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- 5.4. Customer shall have the right to get a refund of the proportionate amount of License Cost payments (to be paid by the Company or adjusted with credit note or through any other mode) if any module couldn't be operationalized or fails to fulfill its purpose to the satisfaction of the Customer, due to reasons solely attributed to Company.
- 5.5. The proportionate amount shall be calculated by a Joint Committee comprising members from both Parties.

6. **IMPLEMENTATION COST**

- 6.1. The cost of Implementation services for the scope of work (covered in Schedule A & Schedule B and Schedule C) is Rs. 70 Lakhs.
- 6.2. Customer shall pay the Implementation charges to the Company on completion of specific milestones as listed below:

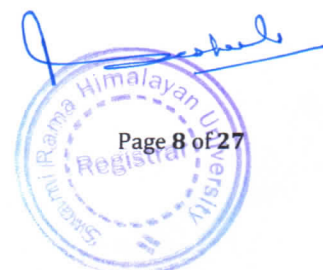
S. N.	Amount	Milestone
1.	Rs. 28.0 Lakhs	After signing the Contract by both parties and acceptance of the Purchase Order (against Implementation Cost) by the Company, subject to the condition that the Company will submit a security cheque of Rs. 28 Lakhs (Twenty-Eight lacks only) to the customer in advance)
2.	Rs. 7.0 Lakhs	Upon Implementation or first usage of the Admission module at the Production Server.
3.	Rs. 10.5 Lakhs	Upon Implementation or first usage of Timetable, Student Attendance and Course file modules at the Production Server.
4.	Rs. 10.5 Lakhs	Upon the first result declaration on Production Server.
5.	Rs. 14.0 Lakhs	Upon implementation or first usage of other modules at the Production Server.

- 6.3. Customer shall have the right to a get refund of the proportionate amount of Implementation Cost payments (to be paid by the Company or adjusted with credit note or through any other mode) if any module couldn't be operationalized or fails to fulfill its purpose to the satisfaction of the Customer, due to reasons solely attributed to Company.

- 6.4. The proportionate amount shall be calculated by a Joint Committee comprising members from both Parties.



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7. ANNUAL MAINTENANCE & SUPPORT COST

- 7.1. Customer may procure Annual Maintenance and Support Services from the Company at the rate of Rs. 43.8 Lakhs/year.
- 7.2. Annual Maintenance & Support cycle will start from 16th March 2024 or Go-Live (or first usage) of all modules, whichever occurs later. The customer will provide all requisite support in a timely manner towards the Implementation and Go-Live of all modules listed under Schedule A. If the implementation of any module is delayed by the customer for any reason, the start of the Annual Maintenance & Support cycle will not be delayed.
- 7.3. Annual Maintenance & Support Cost to be paid within a week of the start of each Annual cycle.
- 7.4. Annual Maintenance & Support Costs will be subject to an annual escalation of 10% every year.

8. TAXES

All applicable taxes will be paid by the Customer as per the existing laws of the land. The current GST rate of 18% will apply to all billings/payments.

9. REPRESENTATIONS AND WARRANTIES

9.1 Each Party make the following ongoing representations and warranties:

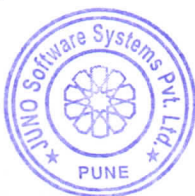
- i. It has the right to enter into this Agreement, duly authorized by necessary approvals/sanctions as per its constituent documents/Charter/Bye-Laws etc. and its performance of this Agreement will comply, at its own expense, with the terms of any contract, obligation, law, regulation or ordinance to which it is or becomes subject (including but not limited to all applicable export and import laws).
- ii. No claim, lien or action exists or is threatened against either Party that would interfere with the other Party's right under this Agreement.
- iii. To the best of its knowledge, its performance or requirement, respectively, of the Services and/or furnishing of Deliverables will not violate the intellectual property rights of any person or entity.
- iv. The party has the unencumbered right to perform or request the Services under this Agreement.

9.2 Services Warranty and Qualifications

The Company represents and warrants to the Customer that the Company will perform

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the Services and develop the Deliverables in compliance with the specifications set forth in the SOW in a timely, professional and workable manner and All the services provided under this Agreement shall meet or exceed the industrial standards.

10. IMPLEMENTATION PROCESS

10.1. Preparation of Scope of Work (SOW)

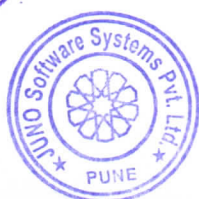
Immediately after signing of the Contract, the Company shall draft and provide SOW to the Customer within 7 business days of conducting requirement gathering meeting with the Customer representatives. The Customer shall peruse the SOW and revert back to the Company the SOW with or without comments/recommendations, as soon as possible, but not later than 7 business days. The Company shall finalize the SOW and communicate to the Customer as soon as possible but not later than 7 business days after receiving comments/recommendations from the Customer.

10.2. Company will swiftly implement the JUNO Campus as per the finalized SOW in all the constituent units mentioned in Schedule B. The Company will put in the best efforts to implement the system as per the timelines listed under Schedule C. Customer will provide all the requisite data, requirements, approvals and necessary support and cooperation in achieving these timelines.

10.3. Customer will appoint module admins and other resource persons as per the project requirements, who shall participate in the implementation process along with the Company Implementation team. Module admins will be trained on configuration and data entry during the implementation period itself and will be encouraged to configure live servers after being trained on test servers by the Company Implementation team.

10.4. Key Steps in the Implementation process:

S. N.	Key Steps	Responsibility
1.	Kick-off Meeting	Company
2.	SOW Preparation & Submission	Company
3.	SOW Signoff	Customer
4.	Data for Instance Creation	Customer
5.	Instance Creation & Setup at Test Server	Company
6.	Implementation Team Mobilization	Company
7.	System Design & Configuration at Test Server	Company
8.	Product Customization / New Development	Company



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9.	Data Collection	Customer
10.	Delivery to the Customer team	Company
11.	UAT Signoff along with input/feedback, if any	Customer
12.	Data Migration	Company
13.	Training Sessions	Company
14.	Go-Live	Company
15.	Handholding & Support	Company

10.5. After signing the Contract, the Customer will provide all data in data templates specified by the Company within 15 business days after receiving the request from the Company. The customer will thoroughly check and validate the data beforehand. The company will migrate master data and other relevant data sets of current students and employees.

10.6. Company will carry out module-wise configuration/customization of the system on a test server and provide the access to the Customer team. The customer team will verify the configurations, test the system as per their use cases and report any gaps/variances within 7 business days.

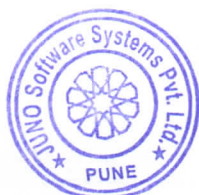
10.7. Customer will provide UAT for the functionality/module within 5 working days of testing the same on the test server. Upon UAT customer team will be trained on these configurations and encouraged to configure the live server in consultation with the company team.

10.8. UATs/Sign-offs must be provided within 2 working days of any delivery being made, unless some specific feature/functionality is missing as outlined in the SoW. Signoff should not be delayed for cosmetic/label/presentation changes.

10.9. Company will provide two demonstrations of any functionality/workflow/module to coordinator/champion/process owner for sign off process. The demonstration will be repeated only once if any change has been incorporated. Additional demonstrations can be arranged on request.

10.10. Customer will arrange for suitable accommodation & food for Company's Implementation Team.

10.11. Customer will either arrange for travel of Company's Implementation Team or reimburse the same on production of receipts/invoices. The number of round trips (Company's office in Pune to Customer's campuses and back) to be paid/reimbursed will be capped at



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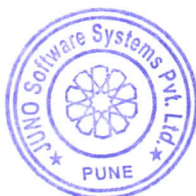


20. The cost of each round trip would be limited to a total of Rs. 15,000.
- 10.12. Customer will appoint one coordinator/champion/process owner for each module who will be responsible for defining processes and workflows and ensuring timely data collection/demonstration/sign offs.
- 10.13. The implementation of the said functionality/workflow/module will be deemed completed/accepted if it is put to use in live environment AND any query/objection is not received in writing within 15 days of the demonstration.
- 10.14. Customer will allocate team of functional resources for each department/school to assist Implementation Team during the implementation phase.
- 10.15. Company will carry out up to 500 manhours of customization of JUNO Campus required to meet the requirements of the Customer within the agreed SOW. Scope of customization will include the following:
- a. Change of existing process flow/reports of the system
 - b. Development of new features/functionalities/reports
 - c. Development of APIs to integrate external hardware/software
- 10.16. Any change request / new requirement over and above 500 manhours listed in Clause 10.15 will be charged at Rs. 2,000 / manhour.

11. TRAINING PROCESS

- 11.1. Company will impart extensive training to all admins on one-to-one basis during the implementation phase.
- a. A schedule for Admin training will be made in consultation with the departments.
 - b. Training will be conducted on the test server.
 - c. Admin will be shown possible configuration options. This will be followed by the process flow and how it changes according to the changes in configuration rules.
 - d. The Admin will then be encouraged to make configuration changes on his own, and also validate it on his own.
 - e. A detailed document shall be handed over to the admin (group of admin)

- 11.2. Company will conduct training for students & faculty in groups during the implementation phase.



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- a. Training sessions for student and faculty users will be conducted upon completion of all related modules.
- b. Each menu on the dashboard will be explained using examples and test data to the user during these training sessions.
- c. Users will be expected to use the workflow on the test server and raise any queries.
- d. Access to Step-by-Step documentation will be made available for the User
- e. One repeat training for students and 2 repeat training for faculty will be conducted right after Go-Live.

12. MAINTENANCE & SUPPORT

12.1. Scope of Maintenance & Support will include the following:

- a. Product & Security Update
- b. Bug Fixing
- c. Online Support
- d. Refresher Training
- e. Configuration Support
- f. Product customization required by regulatory changes

12.2. Customer can avail 100 hours of free change requests/product customizations every year.

12.3. Any change request over and above listed in Clause 12.2 will be charged at Rs. 2,000 / manhour.

12.4. Any issue related to software will be resolved by JUNO Campus HelpDesk at www.juno.org.in/support (or e-mail at support@juno.org.in) using Ticketing System.

12.5. Any system change will be done at the backend and concerned users or admin/organization will be appropriately notified through email/popups.

12.6. Company will provide service levels as listed in Schedule D.



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13. COMPLETION OF IMPLEMENTATION

- 13.1. Company will provide illustrative user manuals to the Customer in soft copy format once the module is implemented and signed off.
- 13.2. Implementation of a module of JUNO Campus will be considered completed only if the module is put to use in a live environment AND any query/objection is not received in writing within 15 days of the live usage.
- 13.3. Company will not be held responsible for any delay in implementation caused because of the following
- a. Changes in the scope of work or revision in SOW once finalized by company and customer.
 - b. Customer's desire to implement one or more modules at a later time.
 - c. Delay in receiving correct data from the customer.
 - d. Delay in providing approval for deliveries.
- 13.4. Company will make provision for periodic or on-demand backup of the database, file server and ERP application on a machine of the customer's choice.

14. HOSTING

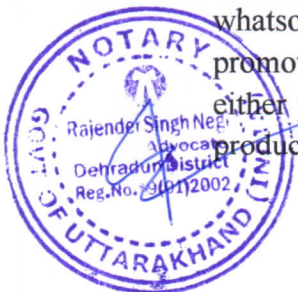
The dedicated ERP Application and its Database, Web Server, File Servers will be hosted on servers provided by the Customer. If required by the Customer, a Disaster Response Instance of ERP Application along with its database, file and web server will be setup at different location. Alternatively, the Company with prior consultation with the customer may host and manage the same on AWS/Azure/Google cloud servers and the Customer will reimburse the cloud costs to the Company on the production of usage/consumption details/reports on an actual basis.

15. MOBILE APPS

Company will make available JUNO Campus branded Mobile Apps on both Android and iOS platforms for students, parents and faculty/employees. These Apps should be able to provide key features/functionalities that can be performed on the move. These Apps will be available after creation of login & password and will entail no additional cost.

16. USAGE OF CUSTOMER NAME & LOGO

Both Company and Customer will be allowed to use, without any cost implication whatsoever, each other's, name & logo only with prior notice in connection with any promotional materials / collateral / website / emailer / demonstrations / presentations, that either party may disseminate to the parties potentially interested in procuring any party's products & services:-



JUNO Software Systems Pvt. Ltd.
[Signature]
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17. NON-POACHING

During the term of this agreement or for twenty-four months thereafter, the "Customer" shall not directly or indirectly obtain the services, whether as an employee, consultant, independent contractor or through a 3rd party or otherwise, of any current employee/consultant/contractor of the Company or any ex-employee/ex-consultant/ex-contractor within 2 years of his/her termination from Company.

18. TITLE

No title or right of ownership of JUNO Campus is transferred to Customer under this Agreement.

19. CUSTOMER'S RESPONSIBILITIES

19.1. Site Preparation

The customer shall prepare all sites where JUNO Campus implementation can be carried out according to Company's site requirements. Customers need to provide an appropriate working desk, internet connection etc. required to carry out the implementation process.

19.2. Customer Support

Customer shall provide Company with all technical information, data, technical support and assistance as reasonably required by Company to fulfill its obligations hereunder.

19.3. Other Expenses

The customer will bear the expenses related to the following items incurred during the implementation and AMC Phase

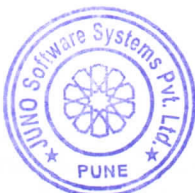
- a. Email / SMS Cost
- b. Payment Gateway Charges
- c. Any hardware required to be integrated with JUNO Campus

20. CONFIDENTIAL INFORMATION

20.1. Use of Confidential Information

As between the parties, rights to Confidential Information will belong to the party disclosing it. The disclosing party grants the receiving party the right to use Confidential Information only for purposes mentioned in this agreement. Company shall use Customer's Confidential Information only to perform Company's obligations under this Agreement.

20.2. Company will not disclose any non-public information and data received for the processing and use thereof in whatsoever form that is either in print, soft form over email or messaging systems to any third party without the prior written authorization of the Customer.



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20.3. Non-Disclosure Clause

The Customer agrees not to disclose the Confidential Information to any third parties or to any of its employees except those employees who have a need to know the Confidential Information for accomplishing the stated purposes described herein and where such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this Agreement. Notwithstanding the foregoing, the Customer may disclose the Company's Confidential Information to the extent required by a valid order by a court or other governmental body or by pursuant to an applicable law or regulation; provided, however, that the Customer will use all reasonable efforts to notify the Company of the obligation to make such disclosure in advance of the disclosure so that the Company will have a reasonable opportunity to object to such disclosure. The Customer agrees that it shall treat the Confidential Information with the same degree of care as it accords to its own confidential information of a similar nature; provided that in no event shall the Customer exercise less than reasonable care to protect the Confidential Information.

The Customer agrees to advise the Company in writing of any misappropriation or misuse by any person of such Confidential Information of which the Customer may become aware.

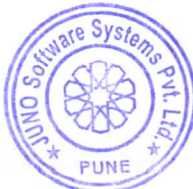
Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

20.4. Restrictions on Use

The receiving party:

- (i) must not reproduce or copy the disclosing party's Confidential Information, in whole or in part, except as authorized in this Agreement or in writing by the disclosing party;
- (ii) must return or destroy the Confidential Information (including any full and partial copies) when no longer needed or when requested to do so by the disclosing party or at termination or expiration of this Agreement;
- (iii) must use the same care it uses to protect its own Confidential Information of like importance, but not less than reasonable care;

(iv) may only disclose Confidential Information to those employees and independent contractors who have a need to know and use the Confidential Information for the permitted purposes, provided that the independent contractors have agreed in writing to maintain the confidentiality of the information and are not employees of any competitor of Company. The receiving party must provide the disclosing party, at its request, with a copy of such writing.



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20.5. Exclusions from Confidential Information

The foregoing restrictions and obligations shall not apply to Confidential Information that the receiving party can demonstrate:

- (a) was independently developed by or for the receiving party without use of or reliance on the disclosing party's Confidential Information;
- (b) is or has become publicly known through no fault or act of the receiving party;
- (c) was in the receiving party's possession or was known by the receiving party at the time of disclosure;
- (d) was received without restriction from another party having the right to disclose it without restriction, or
- (e) is required to be disclosed by law, provided, however, the receiving party will promptly inform the disclosing party prior to disclosure and cooperate with the disclosing party's reasonable efforts to resist or narrow the disclosure and obtain a protective order or other reliable assurance that confidential treatment will be accorded the disclosing party's Confidential Information.

20.6. Survival

The obligations of a party with respect to the other party's Confidential Information will start from the date of signing of this agreement and will survive termination of this Agreement, for a period of two years.

21. PUBLICITY; INTELLECTUAL PROPERTY AND TRADEMARKS

21.1. Media Release

Neither party may release or publish news releases, announcements, advertising or other publicity relating to this Agreement or mentioning or implying the name, trademarks, logos, service marks or other identification of the other party or its affiliates or their respective personnel without the prior review and written consent of the other party.

21.2. Intellectual Property

Company is the exclusive owner or Licensee as applicable of all the intellectual property in relation to the JUNO Campus and all modules under this Agreement.

22. EXCLUSIVE AND LIMITED REMEDIES

- 22.1.** The company or its affiliates and their respective employees, directors, officers, agents and suppliers shall not be liable to the customer, or to any third party for any indirect, incidental, exemplary, special or consequential damages or losses, including without limitation, loss of use, profits, goodwill or savings, or loss of data, data files or



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programs, arising out of or in connection with this agreement or the use or performance of the products, services or licensed software products whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, even if advised in advance of the possibility of such loss or damage. Whereas, in case of aforesaid damages or losses to the Customer due to gross negligence of the company, the company shall be liable to indemnify the customer.

23. COMMENCEMENT AND TERMINATION

23.1. This Agreement shall commence on the Date of signing by both parties and will continue on a non-terminal basis for mutual obligations regarding JUNO Campus License under this Agreement.

23.2. Termination for Cause

Either party shall have the right to terminate this Agreement for cause if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice from the non-breaching party.

23.3. Termination for Insolvency

Either party shall have the right to terminate this Agreement, effective immediately, if the other party should become the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceeding or make an assignment or other arrangement for the benefit of its creditors, and such action is not discharged or terminated within ninety (90) days.

23.4. Consequence of Termination

- i. In event that the customer terminates the agreement as a non-breaching party, the Company shall be liable to refund the proportionate amount against undelivered services that shall include the cost of module/services that has not been implemented/performed.
- ii. In event of termination, each party will promptly return to the other party all Confidential Information of the other party in its possession or control, and will provide the other party with a written certification, signed by one of its officers, certifying to the return of such Confidential Information.

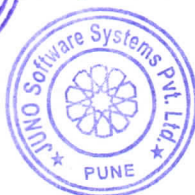
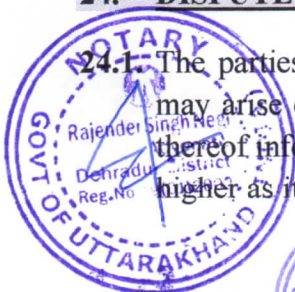
24. DISPUTE RESOLUTION

24.1. The parties agree to first try to resolve any disputes, controversies or differences which may arise out of or in relation to or in connection with this Agreement, or for the breach thereof informally. Each party shall nominate one senior officer of the rank of Executive or higher as its representative who shall use good faith efforts to resolve any disputes without

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resorting to formal dispute resolution. These representatives shall, within thirty (30) days of a written request by either party to call such a meeting, meet in person and alone (except for one assistant for each party) and shall attempt in good faith to resolve the dispute. The parties agree that, if the disputes cannot be resolved by such senior officers in such meeting, then they shall be finally settled by arbitration by arbitrators appointed under the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereof. Such arbitration shall be conducted in English and the venue of arbitration shall be Dehradun.

25. MISCELLANEOUS

25.1. Entire Agreement

This Agreement constitutes the entire agreement, and supersedes all prior oral and written understandings, between the parties regarding the subject matter hereof. Any modification or addition to this Agreement must be in writing and signed by authorized representatives of both parties. In case of any conflict between the provisions of this Agreement (including the exhibits) and of a Purchase Order, Addendum (including any attachments to it) or any other modification or addition entered into by the parties collectively, "Additional Agreement"), the provisions of the most recent Additional Agreement shall take precedence.

25.2. Governing Law

This Agreement will be governed by and construed in accordance with the laws of India in the courts at Dehradun.

25.3. Independent Contractor

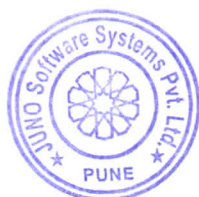
Each party is an independent contractor and is not an agent of the other. This Agreement does not create an agency, partnership, joint venture, or similar business relationship. Neither party nor its employees have the authority to bind or commit the other party in any way or to incur any obligation on its behalf. Neither party will require releases or waivers of any personal rights from representatives or employees of the other to visit the party's premises, nor shall a party plead such a release or waiver in any action or proceeding.

25.4. Severability

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that provision of the Agreement will be amended to achieve as nearly as possible the intent of the parties, and the remainder of this Agreement will remain in full force and effect.

25.5. Waiver

If either party fails to enforce any right or remedy available under this Agreement, that



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[Signature]
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failure will not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party.

25.6. Notice

Any notice required or permitted under this Agreement must be in writing and be sent by certified mail (return receipt requested), by overnight delivery, by courier, or by confirmed telecopy addressed to the respective party as follows:

Dr. Susheela Sharma Registrar Swami Rama Himalayan University Swami Ram Nagar, Jolly Grant- 248016, Uttarakhand	Dr. Arpita Gopal Director JUNO Software Systems Private Limited #303, Pentagon 3, Magarpatta City, Pune – 411 028, Maharashtra
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A notice will be effective when received as shown on the delivery receipt. A party may change its designated representative or address by giving notice to the other as provided above.

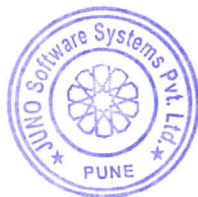
25.7. Force Majeure

Neither party will be responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, strike, embargo, explosion, earthquake, flood, war, water, the elements, pandemic, labor dispute, government requirements, acts of God, inability to secure raw materials or transportation facilities, acts or omissions of transportation carriers or suppliers, or other causes beyond a party's control, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance. The company will take due care to avoid disruptions considering the current severity of the coronavirus epidemic. However, any increase in the severity of the epidemic or any unexpected disruption is likely to have an impact on the implementation timelines.

25.8. Assignment

Neither party will assign this Agreement or any right or interest, or delegate any work or obligation to be performed, under this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld. Either party may assign this Agreement and the rights and obligations outlined herein to an entity obtaining a majority of the stock or assets of either party, provided that the assignee agrees in writing to be bound by the terms and conditions of this Agreement. Notwithstanding the above, Company reserves the right to refuse an assignment to a party that is unable to provide adequate financial/credit assurances.

25.9. Counterparts

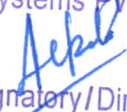


JUNO Software Systems Pvt. Ltd.
Arpita
Authorized Signatory/Director

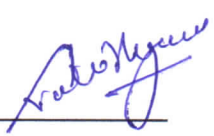


This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

In witness whereof, each party has caused its authorized representative to sign this Agreement as of the Effective Date.

For SWAMI RAMA HIMALAYAN UNIVERSITY	For JUNO SOFTWARE SYSTEM (P) LTD.
 Dr. Susheela Sharma (Registrar)	 JUNO Software Systems Pvt. Ltd. Dr. Arpita Gopal Authorized Signatory/Director (Director)

Witness:

- A. Ravikiran Suryawanshi 
- B. Prateek Dhyani 

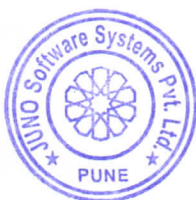


ATTESTED

(RAJENDER SINGH NEGI)
Advocate & NOTARY
Chamber No. 92, 1st Floor
Opposite Bar Office
Collectorate Court Compound
Dehradun (Uttarakhand)

SCHEDULE A- LIST OF MODULES UNDER JUNO CAMPUS ERP

Sr. No.	Modules or Group of Modules
1	Admissions , Re-Admission, Fee Management & Lead Management System)
2	Academics , Learning Management System, Student Attendance, Feedback, Online Test, Mentoring
3	Examination, Online Test
4	Finance
5	HRMS - Human Resource Management System (Employee Attendance, Recruitment, Leave, Muster, Salary, Grievance etc.)
6	Procurement, Purchase, Inventory, Stock
7	Research
8	Office Documents
9	Communication (Internal)
10	Committee
11	Event
12	Library , DMS-Documents Management System
13	Hostel , Mess, Guest House
14	Transport
15	Other Modules (Training & placement, Performance, Feedback, Scheduler, Worksheet, Mentoring, Discussion, RTI, Alumni, etc.)
16	Misc. Utilities (Collaboration, Mobile Application)



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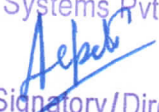
SCHEDULE B: SCOPE OF IMPLEMENTATION

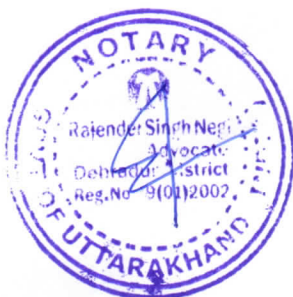
Schools/Institutes to be automated:

1. Himalayan School of Science & Technology
2. Himalayan School of Management Studies
3. Himalayan Institute of Medical Sciences (Medical and Paramedical Programs)
4. Himalayan School of Bio Sciences
5. Himalayan College of Nursing
6. Himalayan School of Yoga Sciences
7. Himalayan School of Vocational Studies & Skill Development
8. Gauri Himalayan School of Science & Technology, Hill Campus, Toli, Pauri Garhwal



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SCHEDULE C- DELIVERABLES ALONG WITH IMPLEMENTATION PLAN & TIMELINE

	DELIVERABLE	27-MAR	27-APR	27-MAY	27-JUN	27-JUL	27-AUG	27-SEP	27-OCT
PHASE 1	Kick-off Meeting								
	SOW Preparation & Sign-Off								
	Instance Creation & Hosting								
	Initial Configuration (User Creation & Basic Data Migration)								
	Integrations (Payment Gateway, SMS, E-mail at Production Server)								
	ADMISSION MODULE FEE MODULE HOSTEL TRANSPORT ACADEMICS MODULE								
	EXAMINATION ONLINE TEST								
PHASE 2	FINANCE HRMS ALUMNI								
PHASE 3	PROCUREMENT								
PHASE 4	ALL OTHER MODULES AS MENTIONED IN ANNEXURE A								
	MISC.								



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SCHEDULE D: SERVICE LEVELS

Application Uptime	> 99%
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Service requests for issues/bugs/problems will be given a Severity Code from 1 – 4 based on how important responding to the problem is to the primary business of the Customer as a whole, as well as the availability of workarounds. The Severity Code will be the basis for scheduling work on the backlog and assigning resources to the request.

Severity Code	Definition
1.	A problem has made a critical application function unusable or unavailable and no workaround exists.
2.	A problem has made a critical application function unusable or unavailable but a workaround exists.
3.	A non-critical problem limited to a single user or application pages related to a single user.
4.	All other problems

Response and Resolution Times

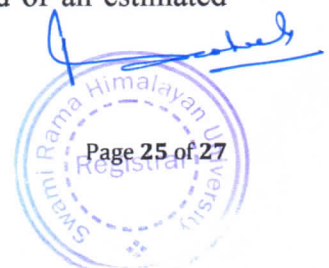
Severity codes are used in order to determine appropriate response and resolution times. Response and resolution times are measured from when the incident is opened by the help desk.

Severity Code	Initial Response	Estimation Response	Resolution Time
1	1 hour	2 hours	8 hours
2	2 hours	4 hours	24 hours
3	4 hours	8 hours	To be notified
4	8 hours	12 hours	To be notified

- **Initial Response** is when a ticket is opened and acknowledged by help desk staff.
- **Estimation Response** is when the user that logged the ticket is informed of an estimated resolution time.



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Resolution is the point at which the problem is resolved and the application function is returned to a usable and available state.

Escalation Matrix

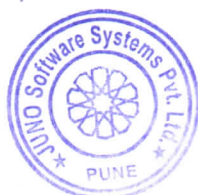
S. N.	Name	Designation	Name & Email	Mobile No.	How / When to Escalate
1.	Support	Support Team	support@juno.org.in	8055058660	Request update on Defect For L-1 communication flow refer to Reporting of Defect as given above
2.	Ravikiran Suryawanshi	Account Manager	ravikiran.s@juno.org.in	9579398378	Request an update on the Defect and/or escalate if no information is available from L-1 Team.
3.	Gauravi Pimpalkhare	Project Manager	gauravi.thanedar@juno.org.in	8237711336	Escalate if No information is available from L-1 Team / Tech lead or if the information received does not meet expectations.
4.	Dr. Arpita Gopal	Business Head	arpita.gopal@juno.org.in	8237222237	The final level of escalation when no satisfactory information is available from other levels of escalation.

NOTE: Support will be available from Mon-Sat, 10:00 AM - 7.00 PM. Support will be provided on demand for any special activity happening during non-business hours as well.

NOTE: Time is mentioned in IST (Indian Standard time).



Service Review Meeting



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If a problem is pending for more than the resolution period, then a Service Review Meeting will be called. The following people will attend the meeting:

- Faculty In-charge/Head of Institution/Department
- Technical Contact Point
- Top-level authority designated by JUNO Software Systems
- Project Manager, ERP

Monthly Review Report

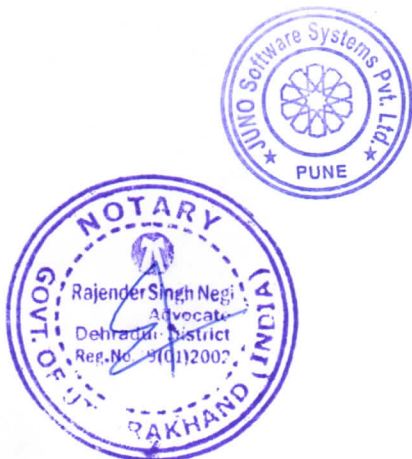
Metrics will be tracked by JUNO, summarized in a dashboard format, and discussed in a monthly meeting. This activity includes the following:

- Tracking unresolved issues from maintenance projects which impact the Service Level Agreement.
- Updating maintenance project progress and resolving critical issues.
- Capturing agreements and disagreements and items needing escalation.

Support Portal

The following features will be provided in the support portal:

- Login for ERP head, IT managers.
- Option to submit category-wise complaints.
- Option to view category-wise complaints.
- Option to export list of complaints in excel format.



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