



#4/33-11 Tharuvaikulam Main Road, Davispuram, Tuticorin- 628001,  
Tamil Nadu, India, Phone: +91 8754022162

## Software License Agreement

This Software License Agreement is made on **04-July-2019** between **TekSpear Solutions**, a **Software development and Service** Corporation with its principal place of business at **4/33-11, Tharuvaikulam Main Road, Davispuram, Thoothukudi** ("PARTY A") and **St. Mary's College**, an **Autonomous College** with is located at **ECR Road (SH-49), Cruz Puram, Thoothukudi** ("PARTY B").

The parties agree to the terms of this agreement.

### License Grant

**Software License.** [PARTY A] hereby grants to [PARTY B] [an exclusive / a non-exclusive], [transferable / non-transferable], [sub licensable / non-sub licensable], [revocable / irrevocable] license (the "TekSpear College ERP and Student Portal") to use the Software.

**No Other Rights.** [PARTY A] reserves for itself all other rights and interest not explicitly granted under this agreement.

**Software.** "Software" means **Tekspear College ERP and Student Portal** ("Deliverable").

### Training and Support Services

**Training.** [PARTY A] shall, at [PARTY A]'s expense, provide [PARTY B]'s employees with the initial training services necessary and desirable to operate the Software, at [PARTY B]'s offices and on days and times the parties agree to in writing.

### Support

**Initial Support.** For the [12] month period beginning on the Effective Date, and at [PARTY A]'s own expense, [PARTY A] shall provide [PARTY B] with Telephone or electronic support during [PARTY A]'s normal business hours in order to help [PARTY B] locate and correct problems with the Software, and Internet-based support system generally available seven days a week, twenty-four hours a day.

**Renewed Support.** After the initial [12] month support period, [PARTY B] may elect to renew [PARTY A]'s support services under this paragraph [SUPPORT] for additional [12] month periods, at [PARTY A]'s then-current service rates.

### Updates and Maintenance Services

**Updates.** [PARTY A] shall provide [PARTY B], at [PARTY A]'s sole expense, with all updates, extensions, enhancement, modifications, and other changes [PARTY A] makes or adds to the Software and which [PARTY A] offers to other licensees of the Software.

**Fixes and Patches.** [PARTY A] shall provide [PARTY B], at [PARTY A]'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.



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**Exceptions.** [PARTY A] may, but will not be required to, provide these maintenance services if [PARTY B] has modified the Software or is in default.

**License Fees.** [PARTY B] shall pay [PARTY A] the license fee listed below.

**License Fee for each student is Rs.100/year (for Both ERP and Student Portal) License**

**Fee for one student ID card is Rs.185/ ID card (which includes the RFID card) License Fee**

**Paid in Full/Partial.** [PARTY B] shall pay the License Fee to [PARTY A]

**Taxes.** Payment amounts under this agreement do not include Taxes, and [PARTY B] shall pay all Taxes applicable to payments between the parties under this agreement.

**Restricted Uses.** [PARTY B] will not

Distribute, license, loan, or sell the Software or other content that is contained or displayed in it, Modify, alter, or create any derivative works from the Software, Reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Software, Remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Software.

#### **Permitted Uses**

**Installation.** [PARTY B] may install and use the Software solely for [personal, non-commercial] [internal business] use.

**Evaluation Use.** If [PARTY B] has ordered an evaluation license, [PARTY B] may use the Software only for evaluation purposes and only during the applicable evaluation period.

**Server Deployment.** [PARTY B] may install [NUMBER OF SERVER COPIES] of copies of the Software on an internal file server for purposes of downloading and installing the Software on licensed computers within the same internal network.

**Home Use.** [PARTY B] may install a copy of the Software on a personal or home computer, provided both copies of the Software are not used at the same time.

**Backup and Archival Copies.** [PARTY B] may make one copy of the Software solely for backup or archival purposes.

**Term.** This agreement begins on [the Effective Date mentioned above], and will continue until terminated (the "Term").

#### **Representations**

##### **Mutual Representations**

**Existence.** The parties are corporations incorporated and existing under the laws of the jurisdictions of their respective incorporation.



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**Authority and Capacity.** The parties have the authority and capacity to enter into this agreement.

**Execution and Delivery.** The parties have duly executed and delivered this agreement.

**Enforceability.** This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

**No Conflicts.** Neither party is under any restriction nor might obligation that the party could reasonably expect affect the party's performance of its obligations under this agreement.

**No Breach.** Neither party's execution, performance, delivery, of its obligations or under this agreement will breach or result in a default under its articles, bylaws, or any unanimous shareholders agreement, any Law to which it is subject, any judgment, Order, or decree of any Governmental Authority to which it is subject, or any agreement to which it is a party or by which it is bound.

**Permits, Consents, and Other Authorizations.** Each party holds all Permits and other authorizations necessary to own, lease, and operate its properties, and conduct its business as it is now carried on.

**No Disputes or Proceedings.** [Except as disclosed in the parties respective Disclosure Schedules] There are no Legal Proceedings pending, threatened, or foreseeable against either party, which would affect that party's obligations under this agreement complete.

**No Bankruptcy.** Neither party has taken or authorized any proceedings bankruptcy, insolvency, liquidation, dissolution, or winding up.

#### **[PARTY A]'s Representations**

**Disclosure Schedule.** [PARTY A]'s Disclosure Schedule lists any exceptions to its representations.

**Ownership of Intellectual Property.** [Except as disclosed in [PARTY A]'s Disclosure Schedule] [PARTY A] is the owner of all Intellectual Property rights included in the Software and granted under in the [DELIVERABLE], and has the exclusive right to grant the [DELIVERABLE].

**Maintenance of Intellectual Property.** [PARTY A] has properly maintained all its Intellectual Property rights licensed under the [DELIVERABLE], including paying all applicable registration and maintenance fees.

**No Prior Grant or Transfer.** [PARTY A] has not granted and is not obligated to grant any license to any third party that would conflict with the [DELIVERABLE] under this agreement.

**No Infringement.** [To [PARTY A]'s Knowledge,] The Software does not infringe the Intellectual Property rights or other rights of any third party.

**No Third Party Infringement.** [Except as disclosed in [PARTY A]'s Disclosure Schedule] To [PARTY A]'s Knowledge, no third party is infringing its Intellectual Property rights in the Software.





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**Not in Public Domain.** The Software is not in the public domain.

#### **No Warranty**

**"As-Is".** The [Licensed] Software is provided "as is," with all faults, defects, bugs, and errors. **No Warranty.** Unless otherwise listed in this agreement.

[PARTY A] does not make any warranty regarding the [Licensed] Software, which includes that

*[PARTY A] disclaims to the [fullest] extent authorized by Law any and all [other] warranties, whether express or implied, including any implied warranties of [title, non-infringement, quiet enjoyment, integration,] merchantability or fitness for a particular purpose.*

**Intellectual Property.** [PARTY A] will retain exclusive interest in and ownership of its Intellectual Property rights in and to the Software and expressly reserves all rights not expressly granted under this agreement.

**Compliance with Laws.** Each party shall comply with all applicable Laws [relating to **License Agreement**], and notify the other party if it becomes aware of any non-compliance in connection with this section.

#### **Publicity**

**Consent.** Neither party will use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.

**Cooperation.** The parties shall cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties.

**No Unreasonable Delay.** The parties will not unreasonably withhold or delay their consent to press releases or public announcements.

#### **Termination**

**Termination on Notice.** Either party may terminate this agreement for any reason on 90 Business Days' notice to the other party.

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

#### **Effect of Termination**

**Payment Obligations.** On the expiration or termination 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, goods already delivered, or expenses already incurred, and



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refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.

**Termination of License Grant.** On the expiration or termination of this agreement the [DELIVERABLE] granted under this agreement will terminate with immediate effect.

**Return of Property.** On termination or expiration of this agreement, or on [PARTY A]'s request, [PARTY B] shall return to [PARTY A] all originals of the information, documents, equipment, files, and other property, including Intellectual Property, it received from [PARTY A]. destroy all copies of [PARTY A]'s of the information, documents, equipment, files, and other property, including Intellectual Property, it made, and on [PARTY A]'s request, certify to [PARTY A] in writing that it destroyed all these copies.

#### **Indemnification**

**Indemnification by [PARTY B].** [PARTY B] (as an indemnifying party) shall indemnify [PARTY A] (as an indemnified party) against all losses and expenses in connection with any proceeding arising out of [PARTY B]'s use of the Software, and [PARTY B]'s unauthorized customization, modification, or other alterations to the Software, including claims that its customization, modification, or other alterations infringe a third party's Intellectual Property rights.

**Mutual Indemnification.** Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses in connection with any proceeding arising out of the indemnifying party's willful misconduct or gross negligence.

#### **Notice and Failure to Notify**

**Notice Requirement.** Before bringing a claim for indemnification, the indemnified party shall notify the indemnifying party of the indemnifiable proceeding, and deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

**Failure to Notify.** If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

**Exclusive Remedy.** The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section [INDEMNIFICATION].

**Limitation on Liability.** Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

#### **General Provisions**

**Entire Agreement.** The parties intend that this agreement, together with all schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement, represent the final expression of the parties' intent relating to the subject matter of this agreement, contain all the terms the parties agreed to relating to the subject matter, and replace all of the



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parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

**Amendment.** This agreement can be amended only by a writing signed by both parties.

**Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

#### Notices

**Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax][, or (v) electronic mail] to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

**Receipt of Notice.** A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, the earlier of the other party's receipt of it and the [fifth] business day after mailing it.

#### Dispute Resolution

**Arbitration.** Any dispute or controversy arising out of this agreement and [SUBJECT MATTER OF THE AGREEMENT] will be settled by arbitration in [STATE], according to the rules of the American Arbitration Association then in effect, and by [NUMBER OF ARBITRATORS] arbitrators[s].

**Judgment.** Judgment may be entered on the arbitrator's award in any court having jurisdiction.

**Arbitrator's Authority.** The arbitrator will not have the power to award any punitive [or consequential] damages.

This agreement has been signed by the parties.

[TEKSPEAR SOLUTION]

**TEKSPEAR SOLUTIONS**

Name: [C.SARAVANAN]

Title: [CHIEF EXECUTIVE OFFICER] **C.E.O**

[ST.MARY'S COLLEGE (AUTONOMOUS)]

Name: [DR.SR.A.S.J. LUCIA ROSE]

Title: [PRINCIPAL]

**Principal**

**St. Mary's College (Autonomous)**  
**Thoothukudi - 628 001.**





தமிழ்நாடு தமில்நாடு TAMIL NADU

The Principal

St. Mary's College

(Autonomous)

Thoothukudi

90AB 251877

சுத்தோக் தகயாம் கோமன் (ஸ்.

(அண்டி) L.No.: 32/97/தா-ம/196

தமிழ்நாடு எண்: —

தகயம்: 20

காள்: 27.11.2020

This Software Project Contract (the "Agreement") is made and effective from 24<sup>th</sup> December 2020 BETWEEN St.Mary's College (Autonomous), Thoothukudi, Run under the supervision of The Congregation of Mother of Sorrows Servants of Mary, Maria Natchathira Province and Inspire Innovant Solutions is a software company existing under the laws of the Republic of India, with its branch office located at: Near Indian Bank, Guezou Nagar, Athanavoor Post, Yellagiri Hills, Tirupatur District, India 635 853.

#### RECITALS

WHEREAS the College is expecting an ERP based College management software which is accessible by Management, Staff, Students and Parents; WHEREAS IIS desires to take full responsibility of implementing the software as per the requirements and terms defined by the College;

A. S. J. 24/12/2020

Lina Rose  
Principal 24/12/2020

St. Mary's College (Autonomous)  
Thoothukudi - 628 001.

Now, therefore, the parties hereby agree as follows:

## 1. Scope

IIS shall provide complete software Project to St. Mary's College (Autonomous), Thoothukudi. This software is a centralized system which manages all the operations of the College and also connects the management, staff, students and parents with the following modules.

- Student Admission
- Academics
- Time table
- Online Class
- Online Registration
- Attendance RFID and Biometric
- Controller of Examination
- Online fee Collection
- SMS & E-mail
- Inventory Management
- Administration
- Front Office
- Library (RFID)
- Feedback
- Online Quiz
- Grievance
- Online Internal and External
- Payroll
- Website Management
- IQAC and IIC
- Hostel and Mess
- Other Modules and etc...

  
24/12/2020

  
Principal 24/12/2020  
St. Mary's College (Autonomous)  
Thoothukudi - 628 001.



### Terms and Conditions:

- Validity of the Contract is from 24th December 2020 to 23rd December 2023 IIS supposed to complete the project within the Contract from the date of signing the contract. St. Mary's College (Autonomous), Thoothukudi is supposed to provide all the requirements and data during the first week of the project life cycle. On failure of supplying the necessary inputs, IIS will take time to implement with the agreed schedule with St. Mary's College (Autonomous), Thoothukudi .
- IIS or St. Mary's College (Autonomous), Thoothukudi is free to break the contract or discontinue the contract at any time with unhappiness or any conflict.
- St. Mary's College (Autonomous), Thoothukudi and IIS should maintain the confidentiality of this document.
- IIS attends any issues immediately and give solutions within 24 hours.
- IIS will provide a staff in our College campus for Developing the Software Project.

### Payment

- Project Developing Fee Rs. 3, 50,000 /- Per semester.
- Annual Maintenance Fee Rs. 1, 00,000 /- for a year after Three years and (SMCTUTY) ERP Software Project is Owned by St. Mary's College (Autonomous), Thoothukudi.
- GST (33AAFCI2182K1ZK), TDS can be Deducted by College.

  
24/12/2020

**Project Manager**

Inspire Innovant Solutions,

Yellagiri Hills.

Date: 24/12/2020

1. Shiba (SR.C.SHIBANA)
2. A. Amra [A. AMORA]



**The Principal**

St. Mary's College (Autonomous),

Thoothukudi.

Date: 24/12/2020

  
Principal 24/12/2020  
St. Mary's College (Autonomous)  
Thoothukudi - 628 001.

**Services covered:**

- College Management software
- Web portal for parents and management
- Data setup and implementation
- 24\*7 online customer supports

**Roles and Responsibilities:**

Role	In charge	Responsibility
Business Manager	Mr. Xavier Praveen	Ensures quality delivery Signing and renewal of contract
Project Coordinator	Representative from the College	Complete operation of the software
Customer Support	IIS customer care team	Training, Online support ,Troubleshoot and Visits
CRM	IIS CRM team	Regular follow up and get regular Feedback Ensures the customer relationship Going

*A. J. [Signature]*  
24/12/2020

*Lina Rose*  
Principal 24/12/2020  
St. Mary's College (Autonomous)  
Theothukudi - 628 001.