

KES DRAFT -1

SaaS Agreement

This Software as a Service (SaaS) Agreement ("**Agreement**"), has been made at Mumbai, on this 07.09.2019.

BETWEEN

M/s. Proceed Technologies Pvt. Ltd. (PTPL), a company incorporated under the Companies Act, 2013, having its registered office at Mumbai hereinafter referred to as "**FIRST PARTY**", (which expression shall unless repugnant to the meaning and context include its successors and permitted assigns).

AND

KES B. K. SHROFF COLLEGE OF COMMERCE & M. H. SHROFF COLLEGE OF ARTS, a Minority Educational Institution through Kandivli Education Society (**KES**), a Society registered under the Society Registration Act, 1860 hereinafter referred to as "**SECOND PARTY**", (which expression shall unless repugnant to the meaning and context include the society, or its Successors and/or permitted assigns).

1. DEFINITIONS:

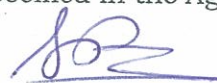
- 1.1 "Agreement" means the terms and conditions of this SaaS Agreement.
- 1.2 "Claim" shall mean any liability, suits, claims, actions, proceedings, losses, damages, judgments and reasonable costs.
- 1.3 "Documentation" shall mean the instructions and/or user manuals either digital or otherwise that describe installation, use, and/or operation of the Service.
- 1.4 "ERP" shall mean Enterprise Resource Planning.
- 1.5 "i-View System" shall mean a Cloud Based Program provided by the party of the First Part.
- 1.6 "Intellectual Property Rights" shall mean copyright, patents, designs, trademarks, trade names, goodwill rights and trade secrets.
- 1.7 "Proposal" means the services and system to be devised and provided by PTPL as set out in PTPL letter dated 29th June 2019.
- 1.8 "SaaS" refers to Software as a Service.
- 1.9 "License Term" shall be the limited period as specified in the Agreement, unless otherwise provided.




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1.10 "Software" means and includes the instructions, programs, language, software, scripts, essential for devising an ERP System, including all extensions, additions, modifications, upgrades, updates and enhancements thereto.

1.11 "Authorized User" shall mean any core employee, authorized Manager, coordinator or any other authorized signatory of the Party of the Second Part as authorized by KES.

2. DELIVERY:

2.1 The Service (including any enhancements, upgrades or updates) shall be transmitted by the Party of the First Part to the Party of the Second Part through the mediums as agreed upon by the parties in this Agreement which may include website, mobile application, etc. within a period of 180 days from the date of execution of this Agreement.

3. TERM:

3.1 The term ("Term") of this Agreement shall commence from the date of execution of this Agreement and shall in the first instance be for a period of 3 years.

3.2 The Agreement may continue thereafter till it is terminated by either Party.

4. OBLIGATIONS OF THE FIRST PARTY :

4.1 Maintenance & Support:

The Party of the First Part shall provide necessary ERP system including soft-core for digitalization of entire internal administration process, campus operations and learning needs of the second party, maintenance and support, for the Service, from time to time and whenever necessary and more particularly set out in **ANNEXURE - 1** to this Agreement.

4.2 Use of the Service is based on Party of the Second Part obtaining and maintaining access to the internet, and all equipment necessary for proper operation of the Services.

4.3 Party of the Second Part shall maintain and use secure user names and passwords issued by the Party of the First Part, if any, for the access and use of the Service.

4.4 Party of the First Part is responsible for all activities that occur under Party of the Second Part's user names and passwords. Party of the First Part shall be responsible for ensuring the security and confidentiality of such user names and passwords, if any.

4.4.1 Party of the First Part undertakes to prevent unauthorized access to, or use of, the Service and shall notify Party of the Second Part immediately of any such



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unauthorized use or other known breach of security. Party of the First Part shall report to Party of the Second Part, immediately and stop immediately, any copying or distribution of the Service that is unknown or suspected by Party of the First Part.

4.4.2 Party of the Second Part shall abide by the acceptable use policy and provisions including those related to data privacy, international communications and the transmission of technical or personal data and in accordance with Party of the First Part's privacy policy.

4.4.3 Party of the Second Part shall be solely responsible for providing all relevant data required for the proper operation of the Service. Party of the Second Part shall be solely responsible for the accuracy, quality, integrity, reliability, appropriateness, and intellectual property ownership or right to use such data.

5. PAYMENT:

- 5.1 The Party of the First Part shall provide the Service as set out in **ANNEXURE - 1**, under this Agreement to the Party of the Second Part for a period of 3 years
- 5.2 **Taxes:** Party of the Second Part shall be responsible for and shall pay any tax relating to the services provided in terms of this Agreement.
- 5.3 All other taxes shall be borne by the Party responsible to bear and pay such tax as per law.

6. CONFIDENTIALITY:

- 6.1 The Party of the First Part shall keep all information including but not limited to Service, Documentation or any other documentation, methods, processes, data of the Users shared with respect to the Agreement as proprietary of the Party of the Second Part and treat the same as confidential and shall not disclose or sell such information to any third party, except, disclose pertinent aspects of the Agreement to government and / or regulatory authorities, as required by law.
- 6.2 The party of the First part shall ensure that any person having access to or use of the Service provided to Second Party under this Agreement is subject to an obligation of confidentiality with respect thereto at least as restrictive as the confidentiality obligations.
- 6.3 The Party of the First Part shall strictly secure the data received from the Second Party, more particularly of students considering that a large section of the students are minors and their confidential data cannot be shared, leaked or in any manner misused. The party of the First Part will be solely responsible for any breach of this term



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of the agreement.

- 6.4 Party of the Second Part shall not disclose, provide or otherwise make available the Service to any person other than their authorized employees and students (whose use of or access to the Service is necessary) in connection with Party of the Second Part's exercise of its rights granted under this Agreement.
- 6.5 Party of the Second Part shall protect the confidentiality of the Service, and shall secure from all employees and students having access to the Service.

7. INTELLECTUAL PROPERTY RIGHTS:

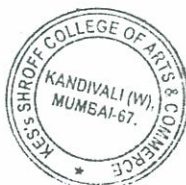
- 7.1 Any and all rights to the software, its contents and any documentation provided therewith, including title, ownership rights and Intellectual Property Rights therein shall remain the sole and exclusive property of the Party of the First Part and/or its suppliers or its licensors.
- 7.2 Party of the Second Part shall not own any Intellectual Property Rights with respect to the software, customization, training material and accompanying Documentation, including Licensor's confidential information under this Agreement.
- 7.3 Party of the Second Part shall own all Intellectual Property Rights with respect to data and other relevant information provided by Party of the Second Part.
- 7.4 Notwithstanding anything contained in this Agreement or otherwise, party of the First Part shall not divulge, share disclose, reveal or broadcast any data received from party of the Second Party. Contravention of this provision shall be construed as a material breach of this Agreement.
- 7.5 In case if the first party is unable to provide the services the source code will be entirely handed over to the second party in AS-IS condition.

8. TERMINATION:

- 8.1 The Party of the First Part may terminate the Agreement by a prior written notice of sixty (60) days setting out the reason for termination.
- 8.2 The Party of the Second Part may terminate the Agreement by giving a prior written notice of thirty (30) days stating the reason for such action.
- 8.3 Either Party may terminate this Agreement in the event of:

- the other Party being in default of any of its material obligations hereunder and such default is not remedied within Ten (10) days of receipt of written notice thereof; or
- the other Party is ordered to be wound up or upon

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being adjudicated bankrupt or becomes insolvent under any laws relating to insolvency, bankruptcy or similar laws of any jurisdiction.

8.4 Upon termination or expiration of this Agreement, the Party of the First Part shall cease all use of the Service, and all related documentation including all confidential information in their possession, and shall so certify in writing to the party of the second part and also delete all information and data received from the Party of the Second Part during the tenure of this Agreement.

8.5 The provisions which, by their nature are meant to survive the termination of this Agreement.

9 INDEMNITY:

9.1 Party of the First Part shall, defend, indemnify and hold harmless Party of the Second Part from any third party claims arising out of:

9.1.1 misuse of the Service;

9.1.2 breach of terms of this Agreement;

9.1.3 breach of applicable laws;

9.1.4 breach of Party of the First Part Privacy Policy, caused by an unknown or unforeseen technical error, glitch, hack, etc.

9.2 This indemnity shall survive the termination of this Agreement.

10 PRINCIPAL TO PRINCIPAL CONTRACT:


10.1 This Agreement is not intended to nor does it create any employment agreement, agency, partnership or joint venture between the Parties.

10.2 The Party of the First Part and Second Part are independent and distinct legal entities and the contract to provide service is on principal to principal basis.

11 ARBITRATION:


11.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be shall at first be resolved amicably in good faith through negotiations.

11.2 In case the dispute, difference, etc. is not resolved through negotiations within a period of 2 weeks from the date of notice


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for resolution by one party to the other party, then the Parties may agree to submit the same for arbitration to a Sole Arbitrator to be mutually appointed by the Parties in the city of Mumbai only.

- 11.3 In the event that the Parties cannot mutually agree to the appointment of a Sole Arbitrator, then the Party requesting for resolution of the dispute, etc. shall nominate three persons who agree to act as Sole Arbitrator.
- 11.4 The other party shall within 15 days of receipt of such nomination choose any one of the named person to be appointed as Arbitrator. Upon the other party exercising option in favour of one of the nominee, the said nominee shall stand appointed as Sole Arbitrator.
- 11.5 If the other party fails to exercise the option within the stipulated time, the first person nominated shall stand appointed as sole Arbitrator.
- 11.6 The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactments thereof.
- 11.7 Arbitration proceedings shall be conducted in English language. The venue of Arbitration shall be in Mumbai.
- 11.8 The Award of the arbitration proceedings shall be final and binding on the Parties.

12 GOVERNING LAW AND JURISDICTION:

- 12.1 This Agreement shall be governed by and construed under the laws of India. Subject to arbitration clause above, any dispute arising out of or in relation to this Agreement shall be submitted to the sole jurisdiction of the courts of law at Mumbai.

13 FORCE MAJEURE:

- 13.1 However, the Party of the First Part shall not be held liable for any damage or loss due to deficiency in performance of the Service resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including internet failures, computer equipment failures, telecommunication equipment failures, power failures, internet outage, or any other government regulations, floods, storms, electrical failure, civil disturbances and riots.

14 MISCELLANEOUS:

Notices

Any and all notices that either Party is required or may desire to give to the other Party hereunder, shall be given by addressing the communication to the address set forth at the start of this Agreement, and shall be served by certified or registered post. Any change to the

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abovementioned address shall be informed to other Party in writing, within thirty (30) days of such change.

15 No Assignment

Neither Party may assign its rights under this Agreement without the prior written consent of the other Party. The Party of the first Part shall not sub-contract any of its obligations (or part thereof) under this Agreement to any third party without the prior written consent of the Party of the First Part.

16. Severability

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provision (or remaining part thereof).

17. Waiver

No delay or failure of either Party in exercising any right and no partial or single exercise of any right shall be deemed to constitute a waiver of that right or any other rights under this Agreement.

18. Amendment

This Agreement may not be altered, or modified except by a written agreement or addendum signed by authorized representatives of the Parties.



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19. Entire Agreement

This Agreement contains the entire agreement and understandings by and between the Parties with respect to the covenants herein described, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

The Parties have read this Agreement and agree to be bound by all its terms.

Agreed to:

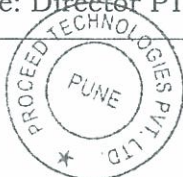
Party of the First Part

By: 

Authorized Signature

Name: Mr. Sameer Laghate

Title: Director PTPL



Date: 07/09/2019

Agreed to:

Party of the Second Part

By: 

Authorized Signature

Name: Dr. Lily Bhushan

Title: Principal

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Date: 07/09/2019






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SGM ACCOUNTING AND IT SOLUTIONS LLP

Tally Authorised Partner

Services Provided: All Tally Products-Support-Implementation-Integration-Synchronization-Customization-Renewals
 614, Bhaveshwar Arcade Annexe, L.B.S. Marg, Opp. Shreyas Cinema, Ghatkopar (W), Mumbai - 400086
 Phone : 022-25008484/8383 Mobile : 9820948854 Web : www.sgmtally.com Email : sgmtally@yahoo.com

Company's GST/UTIN: 27ADPFS2552K1ZJ

TAX INVOICE

Buyer KANDIVALI EDUCATION SOCIETY Shantilal Modi Road, Kandivali (W), Mumbai Pincode: 400067 GSTIN/UTIN : 27AAATK0334M1ZN State Name : Maharashtra, Code : 27		Invoice No. H/176/2020-2021	Dated 5-Nov-2020
Contact Person: Mrs. Parulben / Mrs Neeta Tel No. : 022-2806241/28634097 Mobile : Email : mdchandarana kes@yahoo.com		Mode/Terms of Payment 100% Advance with Order Confirmation	
		Our Bank Details Bank Name : Kotak Mahindra Bank (India) A/c No. : 0113189715 IFS Code : KKBK0000682 Branch : Ghatkopar West	

SI No.	Description of Services	HSN/SAC	Amount
1	ANNUAL SUPPORT COVER FOR TALLY 1) International Multi User License 2) New Release Installation and Updation As an When Required 3) Data Related Trouble Shooting. 4) Query Resolving. 5) Support for Any Problems (Upto Resolvable) Through Out A Period of One Year From the Date of Confirmation	998313	
2	CUSTOMIZATION MAINTENANCE FOR TALLY Consists of Maintenance of Customization Developed TILL March 2020 Maintenance Covers : A) If Any Release Upgradation and Due to Programming Changes the Customization Not Supporting The Same Will Be Edited As Per the Latest Programming of Tally and Provided. B) Any Minor Modifications Required in Our Given TDLs Does Not Cover:- A) New Customization Work.	998313	
3	TOTAL COST	998313	51,000.00
			51,000.00
	OUTPUT CGST		4,590.00
	OUTPUT SGST		4,590.00
Total			₹ 60,180.00

Amount Chargeable (in words)

Rupees Sixty Thousand One Hundred Eighty Only

E. & O.E

HSN/SAC	Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
998313	51,000.00	9%	4,590.00	9%	4,590.00	9,180.00
Total	51,000.00		4,590.00		4,590.00	9,180.00

Tax Amount (in words)

Rupees Nine Thousand One Hundred Eighty Only

BILL FOR APPROVAL

DATE: 9/11/2020

SIGN:

SIGN:

Company's PAN : ADPFS2552K

MSME No - MH19D0162691

Terms & Conditions:

Company's Bank Details

Bank Name : ORIENTAL BANK OF COMMERCE

A/c No. : 10601132000393

Branch & IFS Code: GHATKOPAR & ORB00010660

for SGM ACCOUNTING AND IT SOLUTIONS LLP

Tally

Authorized Signatory

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M. H. Shroff College of Commerce

Bhamburda Desai Road,

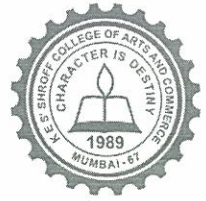
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SUBJECT TO MUMBAI JURISDICTION

This is a Computer Generated Invoice

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M. H. SHROFF COLLEGE OF COMMERCE**

An Autonomous College NAAC Re-accredited 'A' Grade
ISO 9001 : 2015 Certified • 'Best College 2017-18' award from University of Mumbai



KESSC/109/2020-21

November 18, 2020

Maharashtra Knowledge Corporation Limited

ICC Trade Towers, A wing,
5th Floor, Senapati Bapat Road,
Shivaji Nagar,
Pune – 411016.

Sub. : Annual License for Online Exam Conduction.

Dear Sir / Madam,

We are pleased to place an order for the following item(s) for our College.

Sr.	Particulars	No of students	Rate	Total Rs.
1.	Annual License for Online Exam Conduction for a period of one year of the students.	Approx 7500	-	450000
	Total			

Terms and Conditions :

1. This is valid for a period of 1 year from 20 nov 2020 to 19 nov 2021.

TAN No.
MUMK09057G

PAN No.
AAATK0334M

GST No.
27AAATK0334M1ZN

Yours truly,

L Bhushan

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Theme
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2020 - 21

**REKINDLE
OPTIMISM**

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Tel.: 022 - 28072477 / 28090185 Email : kessc1989@gmail.com
Website : www.kesshroffcollege.com