

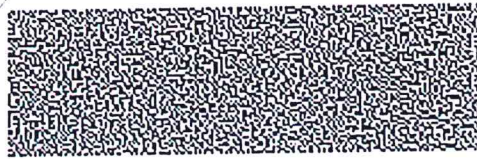
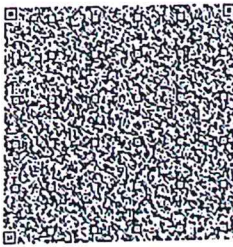


INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA22816683514860Q
Certificate Issued Date : 10-Aug-2018 01:20 PM
Account Reference : NONACC (FI)/ kaksfc/08/ BANGALORE9/ KA-BA
Unique Doc. Reference : SUBIN-KAKAKSFCL0885533192283650Q
Purchased by : MIND PATH INNOVATIONS PVT LTD
Description of Document : Article 12 Bond
Description : BUSINESS AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : MIND PATH INNOVATIONS PVT LTD
Second Party : MAHARANI LAKSHMI AMMANNI COLLEGE FOR WOMEN
Stamp Duty Paid By : MIND PATH INNOVATIONS PVT LTD
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Please write or type below this line

SOFTWARE DEVELOPMENT AGREEMENT

This Education Management Information System (eDMIS), development Agreement ("Agreement") is made at #51, 6th cross, BFW layout, Peenya 3rd phase, Bengaluru, Karnataka, 560098 ("Execution Location") on the 10th of May, 2018 ("Execution Date") by and between

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.slidestamp.com. Any discrepancy in the details on this Certificate renders it invalid.
2. The onus of checking the legitimacy is on the users of this certificate.
3. In case of any discrepancy please introm the Competent Authority.

Handwritten signature

H B Nagaraj Page 1

ATTESTED

Sashal A
Principal

Maharani Lakshmi Ammanni College
for Women, Autonomous

Maharani Lakshmi Ammanni College for women (Autonomous) is a trust formed and registered under the Indian Trust Act, 1882 and having its presence at 18th cross, Malleswaram, Bengaluru, Karnataka 560012, represented by its Director Dr. M B Nagaveni hereinafter referred to as the "College" which expression unless repugnant to the context, shall include their successors and trustees.

Mind Path Innovations Private Limited is a company formed and registered under the Indian Companies Act, 2013 and having its Corporate office at #51, 6th cross, BFW layout, Peenya 3rd phase, Bengaluru, Karnataka 560058, represented by its Directors hereinafter referred to as the "Developer" which expression unless repugnant to the context, shall include their heirs, executors, administrators, representatives and assignees.

RECITALS:

- A. The Developer is engaged in the business of Information Technology and Information Technology Enabled Services ("Business");
- B. The College approached the Company, to develop the software on the terms and subject to the conditions contained in this Agreement; and
- C. The Parties now wish to record the terms and conditions of their mutual understandings in respect of this Transaction

IT IS NOW AGREED AS UNDER:

1. DEFINITIONS AND INTERPRETATION:

1.1. **Designated person:** The person nominated by the College for the purpose of stock raking of deliverables

1.2. **End Users:** Means Administrators, faculties and Students who are the users of the software.

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Page 2

Sushobha
Principal

Maharani Lakshmi Ammanni College
for Women, Autonomous
Science Post, Bangalore - 560 012.

M B Nagaveni

12/12

[Signature]

- 1.3. **Fee:** means the consideration charged for the development of the software and does not include annual maintenance charges and the cost of hardware or any equipment or peripherals required to make the software functional.
- 1.4. **Project Execution Date:** It is 23-04-2018 on which the developer started the development of eDmis upon the consent of College.
2. **Scope of Work:** The scope of the work for College is listed in “Annexure- A” of this Agreement. Developer started working on this project from project execution date. If the scope of work changes after signing this Agreement, College and Developer agree to negotiate and sign an amended Annexure-A
3. **Convenants of both the parties:** Both parties agree that they will at all times during the continuance of this agreement observe and perform the terms and conditions set out in this agreement.
4. **Project Milestones:** Developer and College have agreed that Developer will work on this project in milestone. Annexure- B to this Agreement lists the milestones that Developer and College have agreed on and will apply to each milestone of Developer’s work for College. If the scope of work changes after Developer and College sign this Agreement, College and Developer agree to negotiate and sign an amended Annexure-B.
5. **Deliverables:** On or before project milestone Developer agrees to provide to the designated person appointed by the College, a full functioning software based upon the specifications provided by College (See Annexure-A). The software developed by Developer will be up and running, functional and accessible by end users. The designated person has to give the certificate of completion in writing within 7 days from the date of final deliverables of each milestone.
6. **Original Work/Conflicts/Confidentiality:** Developer promises that work does not violate the patent, copyright, trade secrets or other property right of any person, firm or entity. Developer promises that this Agreement does not conflict with any other contract, agreement or understanding to which Developer is a party. Finally, Developer promises to hold and maintain in strict confidence any confidential information that College provides

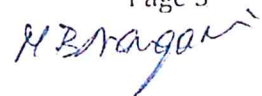
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for Women, Autonomous
Science Post, Bangalore - 560 012.

(such as proprietary technical or business information), and Developer will not disclose such information to any third party except as may be required by a court or governmental authority.

7. **Training:** The fee College will pay to the Developer for this project includes 10 hours of training in the use of the software developed. Training will be conducted remotely using a screen sharing software or on site. If College asks Developer to train users over and above 10 hours, College agrees to pay at the rate of Rs 10,000/- per hour.

8. **Payment:** College promises to pay Developer the total sum ("Fee") of Indian Rupee 9,00,000 [Nine lakhs] payable as follows;

Upon signing the agreement	1,50,000.00
Before commencement Milestone 1	1,50,000.00
Before commencement Milestone 2	1,50,000.00
Before commencement Milestone 3	1,50,000.00
Before commencement Milestone 4	1,50,000.00
Before commencement Milestone 5	1,00,000.00
After completion of Milestone 5	50,000.00

Note: The total amount payable on signing of this contract shall be Rs 3,00,000 - as Milestone 1 is commenced with oral instruction from the College.

Interest at the rate of 18% per annum shall be charged for the delayed payment.

Payment shall be made using money transfer into Developer's bank account number 9262000100024101 IFSC: KARB0000926 or by account payee cheque drawn in favor of **Mindpath Innovations Private Limited.**

Any applicable taxes shall be in addition to the above fee.

9. **Compensation:** Developer agrees that the fee College owes Developer will cover in full all of the work listed in Annexure A of this Agreement. College agrees that if College asks Developer to make changes or do other work for College that is not covered by this

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[Signature]

ATTESTER

Seshela
Principal

Maharani Lakshmi Ammanni College
for Women, Autonomous
Science Post, Bangalore - 560 012.

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Agreement, College will pay an agreed upon flat rate in addition to all other amounts College owes Developer under this Agreement.

10. **Annual Maintenance:** Developer agrees to the College to support the system without any additional amount for a period of 1 year from the date of final deliverables. Annual maintenance charges (AMC) of Rs 3,50,000/- shall be charged from the 2nd year from the date of final deliverables with a hike of 10% for each year following the 2nd year and payable at the beginning of each year.

Applicable taxes shall be in addition to AMC. College agrees for a minimum of 5 years of AMC excluding the year 1 for the reduction in fee for the software development.

11. **Feedback and Acceptance:** College agrees that Developer cannot complete work for College or meet agreed upon milestones unless College gives timely feedback. College agrees to provide timely feedback so that Developer can understand College concerns, objections or corrections, and College promises not to unreasonably withhold acceptance of the deliverables Developer will provide College at each milestone. Developer and College agree to the following acceptance process: Developer will test the software that Developer creates for College to make sure that it's working properly. In turn, College promises that College will evaluate the deliverables Developer provided to College at each milestone listed in Annexure B to this Agreement and let Developer know in writing, within forty eight (48) hours after College receives each deliverable, whether College accepts or rejects it. If College rejects a deliverable, Developer will correct any errors and again ask College to accept or reject the corrected deliverable – which College promises to do within forty eight (48) hours after College receives the corrected deliverable. When Developer delivers the final files to College and completes work for College under this Agreement, College agrees that College will test the software in its entirety to determine if Developer completed the work promised. College promises to let Developer know in writing within seven (7) calendar days after Developer delivers the final files whether College accepts or rejects the final files. If College rejects the final files, Developer will correct any errors and again ask College to accept or reject the corrected deliverable – which College promises to do within seven (7) calendar days after College receives the corrected deliverable. This process shall continue until College accepts the deliverable or seven (7)

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Seshela A

Principal

Maharani Lakshmi Ammanni College
for Women, Autonomous
Science Post, Bangalore - 560 012.

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calendar days have passed and College has not accepted or rejected a deliverable (at which point it will be deemed accepted). Finally, College agrees that Developer work on this project will be complete and the Agreement will end after College has approved the final files.

12. **Rights To The College Content:** College promises that: (a) Developer owns the rights to use anything College gives ("Content"); and (b) using such College Content does not violate the patent, copyright, trade secret or other property right of any person, firm or entity. College grants Developer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the College Content solely in connection with Developer's work for College under this Agreement and the limited promotional uses as allowed by this Agreement. College also affirms and represents that this Agreement does not conflict with any other contract, agreement or understanding to which College is a party.

13. **Rights Before Payment In Full:** In case of non-payment of fee by the college for any module defined in Annexure-A, the developer reserves the right to terminate the access to the module for which amount is not paid in full and any part payment made towards the terminated module shall be forfeited.

Further, College also agrees that if AMC is not taken for a period of 5 years, the amount payable for the un-accrued period shall be compensated to the Developer.

14. **Rights To Know-How:** Developer may incorporate into the software Developer creates for College various pre-existing development tools, routines, subroutines, programs, data or materials (Know-How). College agrees that Developer retain all rights, title and interest, including all copyright, patent, and trade secret rights to that Know-How. Developer agrees that after College pays Developer in full, College will receive a nonexclusive, perpetual, license to use the software that Developer created for College under this Agreement. However, College shall not resell or make use of the software in any other manner.

15. **Assurance:** Developer promises that to the best of Developer's knowledge, the software will not contain any virus, worm, trap door, back door, trojan horse, timer or clock that would erase data or programming or otherwise cause the software to become inoperable or incapable of being used.




Principal



16. **Developer warranties:** The Developer represents and warrants to the College the following:

- a. Development and delivery of the Software under this Agreement is not in violation of any other agreement that the Developer has with another party.
- b. The Software will not violate the intellectual property rights of any other party.
- c. For a period of 12 (twelve) months after the Delivery Date, the software shall operate according to the Specifications. If the software malfunctions or in any way does not operate according to the Specifications within that time, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the software operates according to the Specifications.

17. **Limitations of Remedies:** Developer shall not, under any circumstances, be liable to College for consequential, indirect, incidental, special, punitive, or exemplary damages or losses arising out of or related to this agreement, even if Developer is advised of the likelihood of such damages occurring. Developer's cumulative liability for any damages arising out of or in any manner related to this agreement limited to, claims for breach of contract, breach of warranty, negligence, strict liability, or tort, shall be limited to the amount of the fee paid by College to Developer under this agreement.

18. **Entire Agreement:** This Agreement constitutes the complete and exclusive agreement between College and Developer concerning the work on this project, and it supersedes all other prior agreements, proposals, and representations, whether stated orally or in writing. Developer and College can modify this agreement in writing, if both College and Developer sign that modification.

19. **Independent Contractor:** College agrees that Developer is an independent contractor and not College's employee. Although College will provide general direction to Developer, Developer will determine, in Developer's sole discretion, the manner and ways in which Developer will create the software for College. The work that Developer creates for College under this Agreement will not be deemed a "work-for-hire." Whatever rights Developer grants College are contained in this Agreement.



ATTESTED

Sushil A
Principal

Maharani Lakshmi Ammanni College
for Women, Autonomous



20. **Governing law and jurisdiction:** This Agreement shall be read, construed and interpreted in accordance with Indian Laws. The Courts at Bengaluru alone, to the exclusion of all other Courts, shall have sole jurisdiction to try and adjudicate any/all disputes arising between the Parties hereto.

21. **Force majeure:** No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including but not limited to, Government legislation, fires, floods, explosions, epidemics, accidents, acts of god, wars, riots, or other concerted acts of workmen, acts of Government and/or shortages of materials. The Party claiming an event of force majeure shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and both the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed unless the Agreement is previously validly terminated. A condition of force majeure shall not relieve a Party of any obligation to pay any sum due under this Agreement prior to the event of force majeure.

22. **Dispute resolution:** The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to their reasonable satisfaction, then each concerned party shall nominate one Lawyer/Advocate as its representative. These representatives shall, within thirty (30) days of a written request by any 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. If the dispute cannot be resolved by such representatives in such meeting, the Parties agree that they shall, if requested in writing by either party, meet within thirty (30) days after such written notification for one day with an impartial mediator and consider dispute resolution alternatives other than litigation.



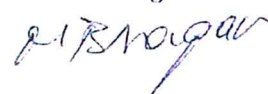
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Principal

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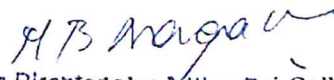
23. **Severability:** If one or more of the provisions hereof shall be void, invalid, illegal or unenforceable in any respect under any applicable law or decision, the validity, legality and enforceability of the remaining provisions herein contained shall not be affected or impaired in any way. Each Party hereto shall, in any such event, execute such additional documents as the other Party may reasonably request to give valid, legal and enforceable effect to any provision hereof which is determined to be invalid, illegal or unenforceable


24. **Indemnification:** The Developer agrees to indemnify, defend, and protect the college from and against all lawsuits and costs of every kind pertaining to the software including reasonable legal fees due to the Developer's infringement of the intellectual property rights of any third party.

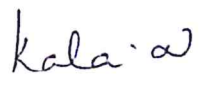
25. **Termination:** Either party shall be entitled to terminate this agreement if the other commits any breach of his obligations under this agreement and fails to remedy the breach for a period of 30 days after written notice thereof is given to the other.


26. This Agreement is executed in two sets on stamp paper of Rs.200/-, both of which shall be deemed to be the original. One set shall be in the custody of the College and the counterpart in the custody of the Developer.
For MIND PATH INNOVATIONS PVT. LTD.


Authorized Signatory
For, Mindpath Innovations Private Limited
Mr. Adarsh R K
CEO-Software Development
Address:#51, 6th Cross, Peenya 3rd Phase
Place: Bangalore
Date: 11-08-2018


For, Maharani Lakshmi Ammanni College for Women
Dr M B Nagaveni
Director
Address: Maharani Lakshmi Ammanni College for Women
Place:Bangalore
Date: 11-08-2018

WITNESS 
1. Dr. Radha Kishina N
Principal
Maharani Lakshmi Ammanni College for Women
Bangalore - 560 012.
Maharani Lakshmi Ammanni
College for Women


2. Prof. Kala N
Controller of Examination
Maharani Lakshmi Ammanni
College for Women

Private and confidential **ATTESTED** CONTROLLER OF EXAMINATION
Maharani Lakshmi Ammanni College
for Women, Autonomous
Banaswaram, Bangalore - 560012
Page 9

Principal
Maharani Lakshmi Ammanni College
for Women, Autonomous
Science Post, Bangalore - 560 012.

Annexure- A

Scope of work described in detail

- 1 Admission Module – UG & PG
 - a. Course, combination and semester configuration
 - b. Fee header configuration
 - c. UG Applications with applicant self service kiosk
 - d. PG Applications with applicant self service kiosk
 - e. Student master
 - f. UG annual / semester fee collection up to 50 fee headers
 - g. PG annual / semester fee collection up to 50 fee headers
 - h. Multiple instalment options
 - i. Balance & concession configuration for annual / semester fee
 - j. Combination wise student registration number allotment
 - k. Assign subjects for students
 - l. UG Miscellaneous fee collection
 - m. PG Miscellaneous fee collection
 - n. UG supplementary fee collection & registration
 - o. PG supplementary fee collection & registration
 - p. PG examination fee collection & registration
 - q. Add-on fee collection
 - r. Sponsorship fee collection
 - s. Student ID cards generation in pdf format

Reports

- a. Seat matrix report - Category wise
- b. Seat matrix report - Language wise
- c. Annual / semester fee collected daybook
- d. Annual / semester fee balance daybook
- e. Annual / semester fee concession daybook
- f. Miscellaneous fee collection daybook
- g. Supplementary fee collection daybook
- h. Examination fee collection daybook
- i. Add-on fee collection daybook
- j. Sponsorship fee collection daybook
- k. Student master report
- l. Fee reconciliation report
- m. Consolidated fee paid report - student wise

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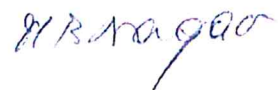
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Sashal A
Principal



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Science Post, Bangalore - 560 012.

2 Examination Module – UG & PG

- a. Configure examinations
Configure subjects, subject codes, credits etc based on course & combination
- b. Prepare admission tickets
- c. Room allotment & Invigilator's dairy preparation
- d. Answer script bar-coding & de-coding
- e. Examination attendance
- f. Answer script scanning and packet preparation
- g. Answer script tally
- h. A-forms preparation
- i. Marks sheet preparation with barcode
- j. Answer packet issue & return log for valuation
- k. IA & EF Marks entry
- l. Prepare decoded marks sheets
- m. Valuation status dashboard
- n. Configure valuers
- o. Configure valuers remuneration
- p. Prepare valuer / reviewer remuneration bill
- q. Manage grace mark policy
- r. Prepare & publish fresher's results
- s. Prepare & publish supplementary results
- t. Print marks cards (in pdf format)
- u. Re-valuation - Issue & return log
- v. Re-valuation marks entry
- w. Review historical data for verification requests from employers

Reports

- a. Consolidated valuer's remuneration bill
- b. Consolidated issue / return log
- c. Consolidated result analysis

3 Attendance Module – UG & PG

- a. Subject assignment for faculties
- b. Faculty login
- c. Mobile friendly browser based interface for taking attendance
- d. Flexibility for configuring batches for practical sessions
- e. Automated email & messaging facility upon shortfalls

Reports

- a. Student wise attendance report
- b. Subject wise attendance report

Any form of data entry work is strictly out of scope

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Principal

[Handwritten Signature]

- 4 Faculty Portal – UG & PG
 - a. Assignment management
 - b. Announcements email / SMS
 - c. Share study materials
 - d. Share lesson plans & syllabus
 - e. Create and conduct feedback surveys
 - g. Publish articles
 - h. Online tests
 - i. Review and authorize contents published by students
 - j. Internal examination marks entry
 - k. End exam valuation marks entry

- 5 Student Portal – UG & PG
 - a. View academic records
 - b. View lesson plan
 - c. Submit assignments
 - d. Access study material
 - e. Feedback surveys
 - g. Publish articles
 - h. Online tests
 - i. View examination results
 - j. Pay fee online

Any form of data entry work is strictly out of scope

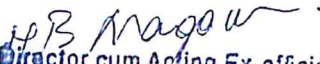
For MIND PATH INNOVATIONS PVT. LTD.



Authorised Signatory

For, Mindpath Innovations Private Limited
Mr. Adarsh R K
CEO-Software Development

Address: #51, 6th Cross, Peenya 3rd Phase
Place: Bangalore
Date: 11-08-2018

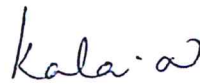

Acting Director cum Acting Ex-officio Secretary
For, Maharani Lakshmi Ammanni College for Women
Maharani Lakshmi Ammanni College Trust (R)
Science Institute Post, Bangalore - 560 012
Director

Address: Maharani Lakshmi Ammanni College for Women
Place: Bangalore
Date: 11-08-2018

WITNESS:



1. Dr. Prerna Krishna N
Principal
Maharani Lakshmi Ammanni College for Women
Maharani Lakshmi Ammanni
College for Women




2. Prof. Kala N
Controller of Examination
Maharani Lakshmi Ammanni
College for Women

CONTROLLER OF EXAMINATION
Maharani Lakshmi Ammanni College
for Women, Autonomous
Maharani Lakshmi Ammanni College Trust (R)
Science Institute Post, Bangalore - 560 012

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Principal
Maharani Lakshmi Ammanni College
for Women, Autonomous
Science Post, Bangalore - 560 012.

Annexure- B

Agreed upon milestones.

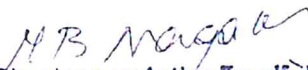
Sl.No	Module	Expected date of completion
1	Admission	30 July 2018
2	Examination	30 August 2018
3	Attendance	30 October 2018
4	Faculty Portal	30 October 2018
5	Student Portal	30 December 2018

For MIND PATH INNOVATIONS PVT. LTD.


Authorised Signatory

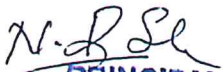
For, Mindpath Innovations Private Limited
Mr. Adarsh R K
CEO - Software Development


Address: #51, 6th Cross, Peenya 3rd Phase
Place: Bangalore
Date: 11-08-2018


For, Acting Director cum Ad Hoc Ex-Officio Secretary
Maharani Lakshmi Ammanni College for Women
Maharani Lakshmi Ammanni College Trust (C)
Dr M B Nagaveni
Science Institute Post, Bangalore - 560 012
Director

Address: Maharani Lakshmi Ammanni College for Women
Place: Bangalore
Date: 11-08-2018

WITNESS:


1. Mah. Dr. Radha Krishna N
Principal
Maharani Lakshmi Ammanni College for Women
Bangalore - 560 012.
Maharani Lakshmi Ammanni
College for Women


2. Prof. Kala N
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Maharani Lakshmi Ammanni
College for Women
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Maharani Lakshmi Ammanni College
for Women, Autonomous
Malleswaram, Bangalore - 560012

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Principal
Maharani Lakshmi Ammanni College
for Women, Autonomous
Science Post, Bangalore - 560 012.

