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CERPSOFT

INSTITUTION AGREEMENT

For the Academic year

Oct 2020-Sep 2021

Oct 2021-Sep 2022

**For the implementation of
eCampusPRO**


PRINCIPAL
HOLY CROSS COLLEGE
ADARTALA



INSTITUTION AGREEMENT

This agreement is made at 1st day of October month of 2020

BETWEEN

M/s CERP Software Solutions Pvt Limited, having its corporate office at 2nd Floor, Mathurawe Layout, Guni Agrahara, Kalathammahalli Main Road, PO Shivkote, Bangalore 560 089, Karnataka, (hereinafter referred to as CERPSOFT) represented by its CEO Mr. S. Sankar,

And

Holy Cross College, Agartala, Jubatara, Lambucherra, West Tripura-799210, College, (hereinafter referred as INSTITUTION) represented by Dr. Fr. Benny K. John, CSC, Principal on behalf of the INSTITUTION Management.

(The expressions "CERPSOFT", "INSTITUTION" shall include their respective successors, authorized signatory and are hereinafter collectively referred to as the "Parties")

AND WHEREAS

CERPSOFT has sought an opportunity for implementing its Academic package on Cloud version as listed below, for the benefit of the INSTITUTION as per the standards specified by them.

PRODUCTS & SERVICES:

- ✓ Total Academic Solutions for Schools, Colleges & Universities covering Hardware+Software+Mobile Apps operating under Single Dashboard -
 - (i) eCampus(PHF), the Management Solutions for Schools & Colleges, one of the BEST Software Solutions in the Education sector
 - (ii) Online VirtualClass & LMS (Learning mgmt. associate solutions)
 - (iii) Centralised Attendance & Payroll
 - (iv) Tracking solutions for Students & Vehicles

NOW THEREFORE, the implementation of the Academic package requires certain representations by CERPSOFT and entering into agreement setting forth inter alia, the terms and conditions thereof in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties intending to be bound legally agree as follows:




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1. DEFINITIONS AND CONSTRUCTIONS

- > Agreement shall mean this agreement and any schedules and annexure attached to it or incorporate in it
- > Academic package Cloud version shall mean the software developed, which have been created, sourced and invented by CERPSOFT with considerable time and expense. It shall include all future developments or enhancements made in the existing repository during the period of this agreement.
- > Institution shall mean an educational institution engaged by CERPSOFT to supply, maintain and support with its academic package including its Add-ON products.

2. THE UNDERSTANDING

- 2.1 This agreement is undertaken for the implementation of CERP Academic package program
- 2.2 This agreement shall be initially for a period of 24 months starting from the date when the installation is completed. The agreement can be renewed at the end of the stipulated time for a further period of 24 months, mutually by the parties as per the terms and conditions as agreed between them at that time.
- 2.3 Parties hereby agree to carry out the obligations set out in clause 3 of this agreement

PAYMENT DETAILS

The Institute shall pay CERPSOFT non-refundable software package charges at the time of signing this Agreement, and during subsequent years, as scheduled below:

Year	Amount payable	Date of payment	Cheque/other payment made details	Academic year
1	Rs.1,30,000.00			2020-21
2	Rs.1,30,000.00			2021-22

3. THE OBLIGATIONS OF PARTIES:

CERPSOFT grants a non-exclusive revocable license to the Academic Institute, in respect of the following, for a term of two years, commencing from the Effective Date, to use and managing the academic institute College management requirements as per our understanding:

CERPSOFT shall implement eCampusPRO, the academic management software for the College with its Add-ON products based on the Academic Institute requirements (Hardware items need to be procured by the College at their cost, or CERPSOFT take the responsibility of organizing it at separate cost), including different locations in case the College do have branches, and provide necessary user training and other support services, upon execution of this agreement and receipt to the consideration from the Institute. In case the Institution do have part of our scope of supplies, they may utilize CERPSOFT platform to maintain their existing software/hardware by transferring such infra into our platform, subject to the terms & conditions arrived at.


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3.0 THE ACADEMIC INSTITUTE WILL:

Permit CERPSOFT coordinator to look after the implementation of the Package successfully in the College, including branches, if any using CERPSOFT centralized software.

Allow access of Licensed Software only to the category of persons notified by CERPSOFT [Authorized users] and apprise them to comply with the terms and conditions of use thereof.

Promptly notify CERPSOFT of any increase in the number of students in the College during the above said period of 2 years, so as to enable CERPSOFT issue additional licenses for the increased number of students in every academic year. It is hereby agreed that up to 2 times a year, CERPSOFT shall have the right to conduct an audit of the Program with a view to oversee its implementation and/or check on the increase of students. Institute understands that this is a limited and revocable license and that all rights not specifically granted herein are reserved to CERPSOFT.

4.0 SERVICE FEE AND PAYMENT

The Academic Institute shall pay CERPSOFT non-refundable program charges at the time of signing this Agreement and during subsequent years, as scheduled below.

- ❖ Select eCampusPRO versions: College Management Application
- ❖ No. of students as on signing the agreement: 1300 Students
- ❖ Academic year: Oct 2020-Sep 2021 & Oct 2021-Sep 2022

Stream	No. of students	Academic Year	Per student rate	Total amount
All Streams	1300 Student	2020-2021	Rs. 100/- per student per year	Rs. 1,30,000.00
All Streams	1300 Student	2021-2022	Rs. 100/- per student per year	Rs. 1,30,000.00
GRAND TOTAL				Rs. 2,60,000.00

In the event of Institute failing to make payment to CERPSOFT as mentioned in this agreement and Purchase Order, CERPSOFT's remedies include, inter alia,

- (a) Suspending the Access of the Software until CERPSOFT receives full payment from Institute including late fees and interest, if any, charged by CERPSOFT; and/or
- (b) Terminating this agreement without notice and uninstalling the Software; and/or
- (c) Suspending the rights granted to the Institute under the License Agreement until unpaid sum is paid in full and CERPSOFT shall charge interest on the outstanding amount @2%per month.




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- (d) Any continued use of the Licensed Software without rectifying the above breach of non payment, shall amount to copyright infringement and breach of contract, for which, CERPSOFT shall be entitled to commence proceedings against the Institute, in addition to pursuing the remedies set out in this clause above.

5.0 TERM AND TERMINATION

The term of this Agreement shall be for a period of 2 years ("Term"). Thereafter, CERPSOFT and the Institute may renew the Agreement at mutually agreeable terms.

During the Term, CERPSOFT reserves the Right and also have the Rights to upgrade the Licensed Software, including upward versions that brings the required and suggested customization changes for effective usage by the Academic Institute and also in compliance with CBSE periodic notifications.

Once signed, this agreement can't be cancelled within the first year. Thereafter, either party may terminate this agreement by giving a 30 days' notice. Agreement can also be deemed to be terminated in case either party becomes insolvent or has a Liquidator, receiver, administrator appointed.

CERPSOFT reserves the right to terminate the Agreement and recall all Licensed Software in the event that the management/trust of the Institute changes.

Immediately upon termination of the Agreement, whenever occasioned, the Institute shall permit CERPSOFT to uninstall the Licensed Software. Academic Institute hereby undertakes to pay CERPSOFT any amount outstanding towards invoices raised or services availed or both till the date of termination.

6.0 TERMINATION

- 6.1 The agreement between the Parties stands terminated at the end of the stipulated time of 24 months, until or unless it renews promptly by mutual understanding.
- 6.2 INSTITUTION cannot terminate the contract before 12 months from the date of agreement, as the natural efflux of this agreement and is bound to pay the installments for the complete term of this agreement.
- 6.3 In case of non-payment of fee by INSTITUTION for a period exceeding 2 months, CERPSOFT has the option to terminate the agreement by giving a 30days notice in writing to the INSTITUTION. Upon such termination, INSTITUTION shall be bound to pay the entire installments towards the sale of Academic package for the current year of agreement.
- 6.4 Upon expiry or earlier determination of this agreement, CERPSOFT shall uninstall the package.
- 6.5 Subject to Clause 8 of this agreement, in case INSTITUTION fails in performance of its liabilities under this agreement for a period more than 2 months, CERPSOFT shall serve a 30days notice of termination on INSTITUTION. In case of continuance of default for more than 2 months after the notice period, CERPSOFT would have the right to terminate the agreement.


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7.0 PROPRIETARY RIGHTS

- 7.1 The intellectual property rights in the repository together with any related material or documentation are and shall remain the property of CERPSOFT.
- 7.2 INSTITUTION and its authorized users may not reproduce, transfer or transmit, in any form, or by any means, the repository or any portion thereof without the prior written consent of CERPSOFT.
- 7.3 In case of infringement of intellectual property rights by any person including INSTITUTION or any person related to INSTITUTION including students and INSTITUTION staff etc, CERPSOFT shall have right to terminate the agreement with immediate effect and Qaid also have right to bring an action against the act of infringement against the same.

8.0 FORCE MAJEURE

- 8.1 Neither party shall have any liability under or be deemed to be in breach of this agreement for any delays or failures in performance of this agreement which results from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than 6 (Six) months, either party may terminate by written notice to the other party.
- 8.2 INSTITUTION has satisfied itself of the legality of contracting with the INSTITUTION the purpose of running the Academic package at the premises of INSTITUTION. In case of any ruling / statutory changes by the government / department of Education or any other competent authority which makes it impossible for CERPSOFT to continue the program in the INSTITUTION, CERPSOFT is bound to stop the program.

MISCELLANEOUS

- 9.1 **ARBITRATION** : If any dispute or difference of any kind whatsoever arise between the parties in connection with or arising out of this Agreement or any part thereof, such dispute or difference shall be referred to an acceptable sole Arbitrator under the provisions of the Indian Arbitration and Conciliation Act, 1996, or any enactment or modification there under.

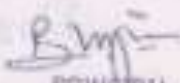
The sole Arbitrator shall be appointed by CERPSOFT. The venue for arbitration shall be at Bangalore and the language shall be English. The courts in Bangalore shall have jurisdiction to entertain all disputes between the parties.

9.2 DEVIATIONS, ALTERATIONS, ADDITIONS, OMISSIONS AND REVISIONS

No Party to this Agreement shall make any deviations, alternations, additions, omissions and revisions in the performance of the terms of this Agreement without the express consent, approval and knowledge of the other Party hereto and unless the same is reduced into writing and signed by both the parties hereto.

Any amendment or alteration to this agreement shall be valid only if set down in writing and signed by the parties hereto.




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All notices referred to in this Agreement or other communications shall be deemed to have been duly given or made:

- > On the expiry of seven working days if sent by registered mail; or
- > If delivered by courier or hand delivery, on the business day of receipt; and
- > If delivered by facsimile or email (in PDF format), when the activity report confirms successful transmission.

10. COPIES: This Agreement shall be executed in two counterparts, each of which will have the validity of an original. Xeroxed copy. While the original Agreement duly stamped would be retained by CERPSOFT, the INSTITUTION would retain a copy thereof duly signed by both the Parties.

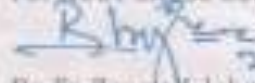
11. VALIDITY: This Agreement becomes valid and effective on the date of signature by all the parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

For CERP-Software Solutions Pvt Ltd

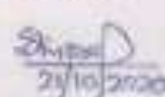

S SASIKANTH
CEO & MANAGING DIRECTOR

For HOLY CROSS COLLEGE


21.10.2020
Dr. Fr. Benny K. John,
CSC, Principal

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Witness 1 Dr. Purnaj Choudhury 
21.10.2020

Witness 2 Sahyasachi Binstas 
29/10/2020

9.3 **ENTIRE AGREEMENT:** This Agreement embodies the entire Agreement between the Parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiation, or communications on behalf of such Parties in respect of the subject matter herein.

9.4 **SEVERABILITY :**

In the event of any Clauses of this Agreement being adjudged as void or inoperative for any reason whatsoever

and if that clause is severable from the rest of the agreement, the same would not affect the legality, validity or binding nature of the other terms and conditions hereof, and the said term(s) so struck down would be read as severable from the other contents of this Agreement.

9.5 **GOVERNING LAW AND JURISDICTION:** This Agreement shall be interpreted and governed in all respects by the laws of India. The Courts at Bangalore alone shall have sole and exclusive jurisdiction to entertain and decide all and any disputes or differences, which may arise between the parties, or any of them, in relation to or arising out of the terms of this Agreement. The Parties hereby waive any right to claim the jurisdiction of any other Court on the ground that the choice of Bangalore Courts is onerous or otherwise inconvenient to them.

9.6 **INDEMNITY:** Each of the Parties hereby agrees to indemnify the other and hold the other harmless from and against all losses, actions, proceedings, claims, demands, costs, awards, and damages however arising, directly or indirectly from breach of its obligations under or pursuant to this Agreement by such Party.

9.7 **WAIVER:** No failure or delay on the part of any of the Parties in the exercise of any right, power, privilege or remedy provided in this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement. Any single or partial exercise of any right, power, privilege or remedy shall not preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a part, at law or in equity.

9.8 **NON COMPETE AND NON COACHING INSTITUTION** hereby agrees that it shall not at any point of time poach any of the resources or employees of the other party or cause to gain advantage by abusing intimate knowledge of CERPSOFT's operations or repository, to release trade secrets or sensitive information such as repository, business practices, upcoming products, marketing plans etc. Further, INSTITUTION agrees that during the term of the Agreement, it shall not enter into similar Agreement or arrangement with any other Party without the consent of CERPSOFT.

9.9 **NOTICES:** Any notice or other communication shall be sent by in any two of the following modes of communication, these being: registered mail, email (in PDF format), reputed courier, facsimile or hand delivery.


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Holy Cross College Details

PAN No. AAATH5103K TANNo. 5HLH00299D

GST registration number: _____

College Board: Priguna University College functional from class: Semester-1 up to class: Semester-

No. of students: 1300 No of teachers: 50

Address: Jubilee, Lumbacherra

Village/City: Lumbacherra District: West Priguna State: Priguna Pincode: 797010

Office phone no.: STDcode _____ No1 943311372 2 _____

Email: principalhcc.apt@gmail.com

Management Details

Owner's name: Holy Cross College, Agartala Designation: Principal

Mobile No. 1 9436787673 2 _____ 3 _____

Email: principalhcc.apt@gmail.com

Principal's name: Dr. Fr. Benny K. John, CSC Principal Mobile: 9436787673

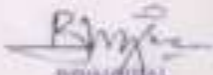
Email: benny.csc@gmail.com

Any other key contact:

1 Designation: Dr. Pankaj Chakraborty Academic Dean Mobile: 98620 42652

2 Designation: Olivia Sanyal Mobile #: 99601 61608

3 Designation: _____ Mobile #: _____


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CERP DATA SECURITY & PRIVACY POLICY

1.0 Important Information

Thanks for viewing our product demo and agree in using our services! This policy describes how CERPSOFT, collects, uses, and shares personal information on its eCampusPRO. So, when we mention "CERPSOFT," "we," "our" or "us" in this Privacy Policy, we are referring to the relevant company in the CERPSOFT group responsible for processing the information.

It is important that you read this Privacy Policy together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are fully aware of how and why we are using your information. This Privacy Policy supplements the other notices and is not intended to override them.

We are committed to protecting the privacy of the information that we collect from you as you use our CERPSOFT products as its customer. The scope of our commitment is detailed in this Privacy Policy. By submitting information, you agree to allow CERPSOFT use of such information as described herein.

2.0 Data Protection Laws

CERPSOFT complies with:

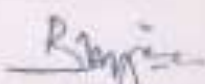
- (i) India Data Protection Act no 2877/1999,
- (ii) Law no 3471/2006 and,
- (iii) The General Data Protection Regulation (EU) 2016/679 when keeping personal information about you and when we obtain, use, disclose or otherwise process such data.

3.0 Types and Purpose of Information We Collect

Identifiable information means any information about the school and its students/staff from which that person can be identified. It does not include personal information where the identity has been removed (anonymous personal information).

The following provides the types of information that we collect, about your school:

Contact	Types of Data and Purpose for Collection
Customer Contact	We collect school name, contact address with pincode, also email phone number and business specific information in addition to Students data, Staff and Management details.
Feedback/Support	If you provide us feedback, require technical support, or if contact us for other assistance, we will collect your name and e-mail address and possibly other information, as well as any other content you send to us in order to reply.


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<p>Subscription/Marketing</p>	<p>When you sign up for one of our mailing lists we collect your email address or postal address and other relevant details available with us based on your sign up data provided.</p>
<p>Technical User Data</p>	<p>IP address, IP browser user agent, and other browser information such as browser location data received from GPS coordinates, etc., to deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you.</p>

4.2 Legal Basis for Processing the Information

For the types of personally identifiable data mentioned in the above section, following is the legal basis on which we would require the data for processing:

Data Collected from	Legal Basis
Clients	Performance under a contract
Customer Contact, Employment, Subscription/Marketing and Feedback/Support	Legitimate Interest
Technical User Data	Performance under a contract
Prospective Clients	Legitimate interest
Email, phone number, and publicly available information	Legitimate interest
Direct communication data (email, notes from a meeting, business card exchange, correspondence, etc.)	Legitimate Interest
Mailing list	Legitimate Interest


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5.8 Use of Personally Identifiable Information

CERPSOFT uses your information in the following ways:

- 5.1 To fulfill your requests for information
- 5.1.1 To identify you when you visit our eCampusPRO, to understand your interests and how that serves you appropriate information for higher effectiveness
- 5.1.2 To perform under a contract and to provide the products and services you request
- 5.1.3 To improve our services and product offerings
- 5.1.4 We keep any of your information on file and use it to contact you for business purposes as shared by you directly or indirectly.
- 5.1.5 To perform statistical analyses of user behaviour in order to measure interest in specific areas and information posted on our eCampusPRO.
- 5.1.6 CERPSOFT uses information collected from cookies and IP addresses as well.
- 5.1.7 To respond to your inquiries, related to support, or other requests
- 5.1.8 For internal administrative purposes, as well as to manage our relationship with you

6.0 Data Security

CERPSOFT uses generally accepted standards of technology and operational security in order to protect personally identifiable information from loss, misuse, alteration, or destruction. Only authorized CERPSOFT personnel who have signed up on the Internal Employee Confidentiality agreements are provided access to customer's employee's information, and these authorized CERPSOFT employees are required to treat this information as confidential.

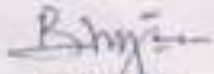
Despite these precautions, due to the open and secured and unsecured nature of connections on the Internet on this portal, CERPSOFT cannot guarantee that unauthorized persons will not/cannot obtain access to your information collected through any of these multi-use forms on the CERPSOFT products. CERPSOFT's production operations run on the Secure Encrypted Cloud for its customers with the highest levels of security, encryption, anonymization and other processes where required to make it absolutely secure for critical customer operations 24x7.

We use Google Analytics and other appropriate tools which change from time to time as deemed fit by CERPSOFT to measure, analyze and improve traffic on our software. Google and other agencies that we may choose have their own Privacy Policy. If you'd like to opt out of tracking by Google/ any of the current CERPSOFT third party Analytics, visit the Google/third party Analytics opt-out page which will be available as a customer.

Types of cookies used - Google Analytics & YCC, Visitor

- 7.0 Regarding CERPSOFT Server Security and Data Backup, we would like to share the information that we have associated with a Tier 4 Data Center (eWebGuru) which have enterprise class Data Center Tier with -

- ✓ redundant and dual-powered instances of servers,
- ✓ storage,
- ✓ network links and
- ✓ power cooling equipment.
- ✓ It is the most advanced type of data center tier


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Mail Server will be protected by a CIS scanner (ConfigServer eXploit) via a firewall which monitors and controls incoming and outgoing traffic based on predefined rules.

8.0 Third Party Disclosures

CERPSOFT shall not intentionally disclose or transfer (and shall take reasonable steps to protect the confidentiality and security, and to prevent the unauthorized or accidental disclosure of) your information to third parties (i.e., persons or entities that are not affiliates of CERPSOFT), whether for such third parties' marketing purposes or otherwise, subject only to the following four exceptions:

- 8.1 CERPSOFT may disclose your information to third parties in the event that such disclosure is required by the laws, rules, or regulations of any nation, state, or other applicable jurisdiction.
- 8.2.1 CERPSOFT may disclose your contact information to third parties as appropriate for CERPSOFT to make transmissions or deliveries to you.
- 8.2.2 CERPSOFT may disclose your information if, in connection with submitting the information, you consent to such disclosure, and.
- 8.2.3 CERPSOFT may disclose contact information for you in response to inquiries by bona-fide rights owners in connection with allegations of infringement of copyright or other proprietary rights arising from information you have posted on the Site or otherwise provided to CERPSOFT.

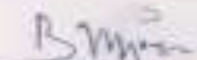
We require all third parties to respect the security of your information and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal information for their own purposes and only permit them to process your personal information for specified purposes and in accordance with our instructions.

9.0 Internal Third-Party Disclosures

- (i) Current and future corporate affiliates (e.g., parent company, sister companies, subsidiaries, joint ventures, or other companies under common control) are joint controllers or processors who provide technology and system administration services.
- (ii) Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets; or alternatively, we may seek to acquire other businesses or merge with them.
- (iii) If a change happens to our business, then the new owners may use your information in the same way as set out in this Privacy Policy.

10.0 Surveys and Contests

Our site may request information for contests and surveys. Submission of this information are entirely voluntary. You have the option to deny submission of this information. The kind of information requests is to enable contact, gather relevant data and to inform winners of the contests. The surveys ask for demographic, psychographic and other relevant details for aggregate use, to enable us to monitor business trends and provide updated information to our users.


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11.0 Data Retention

We will only retain your information for as long as necessary to fulfil the purposes we collected it for, including the fulfillment of the contract, the initiation of a contract, or for the purposes of satisfying any legal, accounting, or other regulatory reporting requirements.

To determine the appropriate retention period for personal information, we consider the amount, nature, and sensitivity of the information, the potential risk of harm from unauthorized use or disclosure of your information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

12.0 Time Limit to Respond

We try to respond to all legitimate requests within thirty (30) days. Occasionally it may take us longer to process your request if it is particularly complex or if you have made multiple requests. In this case, we will notify you and keep you updated on the status of your request(s) and our time required to doing requests that can be resolved will be notified within 30 days.

13.0 Changes to Privacy Policy

By using the url, you consent to the collection, use, and storage of your information by us in the manner described in this Privacy Policy and elsewhere on the Site. We reserve the right to make changes to this Privacy Policy from time to time which will automatically reflect on the url. You may periodically visit the Privacy Policy page on the website to see the latest policies in force.

"Your privacy is our concern."

Contact Information

If you have any questions, complaints or comments regarding our Privacy Policy Statement, you can contact us at:

Bangalore Address: 422, Rajahammannaiah Main Road, Guri Agrahara, PG-Shivkote,
Bangalore 560 089, Karnataka
Mobile Phone: 98401 41158, 9844 268099
Email: info@cerpssoft.in - complaint@cerpssoft.in


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