Certificate No.	:	IN-TR200738l0672983V
Certificate Issued Date	:	22-Mar-2023 11:44 AM
Account Reference	:	CSCACC (GV)/ trcsceg07/ TR-WTRPRA0130/ TR-WTR
Unique Doc. Reference	:	SUBIN-TRTRCSCEG0738482705714559V
Purchased by	:	HEMBRO INFOTECH PVT LTD OPC
Description of Document	:	Article IA-5(2) Agreement including a higher Agreement
Property Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	HEMBRO INFOTECH PVT LTD OPC
Second Party	:	HOLY CROSS COLLEGE AGARTALA
Stamp Duty Paid By	:	HEMBRO INFOTECH PVT LTD OPC
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

.... Please write or type below this line ....

Software as a Service (SaaS) License Agreement

THIS AGREEMENT (the "Agreement") is made between:

PARTIES

1. Hembro Infotech Private Limited (OPC) registered under Ministry of Corporate Affairs, Government of India, having its registered office at Sreenagar Lane - 4, Milanchakra, Near TV Tower, DIG Office, Agartala - 799003, Tripura, INDIA with CIN U72200TR2014OPC008428 ("**Licensee**").

2. Holy Cross College, Jubatara, Lembucherra, Agartala, West Tripura, PIN: 799210, INDIA(the "**Customer**").

This agreement is being executed at **Agartala** (Place) on this 22 Day of March 2023 (The "Effective Date").

This agreement is valid for __3__ years from __22/12/22__ and is valid till __21/12/25__

ARTICLE I: DEFINITIONS; TERM

Article I.1: Definitions

For purposes of this Software as a Service (SaaS) License Agreement ("Agreement"), the following terms shall mean:

Hembro Infotech Pvt. Ltd. (OPC)

The Licensee of the software

Company

Hembro Infotech Pvt. Ltd. (OPC)

Customer ·

The licensor of the Software.

Discloser

The party disclosing Confidential Information.

Documentation

The written documentation for the Software (including any Updates or Support Modifications) provided by Hembro Infotech Pvt. Ltd. (OPC)to Customer.

Effective Date

01thMarch, 2022

Error(s)

Reproducible problems with the operation of the Software that prevent the Software from performing in accordance with the material requirements of the Documentation.

Fees and Payment

The applicable fee will be as set forth in **Article IV.5** of this agreement.

Period of Coverage

The time periods in biennial increments during which Support (as defined in Article III) is available under this Agreement.

Recipient

The party receiving Confidential Information.

Software

The **HembroeCamp Advance Cloud**. Software shall include updates and replacements to **HembroeCamp Advance Cloud** provided through any of the following pursuant to Support: Support Modifications, Software Updates and/or Software Upgrades.No physical hardware is included with this software.

Software Update(s)

Revisions of the software that do not add new functionalities. Updates generally do not include the addition of functionality.

Software Upgrades(s)

New software incorporating revisions of the Software that provide substantial change in or addition to the functionality of the Software. Upgrades shall not include products designated, marketed and separately listed on the company websites as new products.

Support

Has the meaning defined in Article III below.

Support Modification(s)

Software changes to be integrated with the Software to correct any Errors therein, but that do not alter the basic functionality of the Software or add new functions thereto.

Article I.2: Term

The term of this Agreement shall commence on the Effective Date and shall continue in effect indefinitely unless terminated sooner pursuant to the terms set forth herein.

Article II: SOFTWARE AS A SERVICEB LICENSE ("LICENSE")

Article II.1: License Grant.

A. Hembro Infotech Pvt. Ltd. (OPC) grants to Customer a non-exclusive, non-transferable license to access and use the software via the internet as a service, as follows:

i. solely for Customer's internal business operations in accordance with the terms of this agreement and the Company's online terms of use;

iii. only by Customer for its internal use, and the Software is not transferable from Customer to any subsidiary, affiliated entity or third party except by written agreement between the parties;

iv. only for Customer's benefit and not for the benefit of any third party, including without limitation, commercial timesharing or service bureau or other rental or sharing arrangements, data processing or management information or services;

v. only accessible in India and may not be available in another country without the prior written permission of company;

B. Customer is not allowed:
i. Use the Software in contravention of Section II.1(A) above;

ii. Reproduce or otherwise make copies of any portion of the Software;

iii. Create derivative works based upon the Software or any part of the Software, or modify the Software;

iv. Distribute, sell, assign, license, sublicense, rent, lease, lend out or otherwise Transfer any part of the Software, or permit any third parties to do so;

v. Remove the patent, copyright, trade mark, trade secret or other proprietary protection legends or notices that appear on or in the Software;

Article II.2: Ownership

Company retains all title, copyright and other proprietary rights in the Software and any modifications, enhancements or changes thereto, including but not limited to any Support Modifications, Software Updates and Software Upgrades, and any feedback or suggestions provided by Customer with respect to the Software or with respect to any such modifications, enhancements or changes thereto. Customer does not acquire any rights, express or implied, in the Software, other than those expressly specified in this Agreement.

Article II.3: Wrongful Possession or Access

Upon knowledge of any unauthorized possession, use of, or access to, any Software, Customer shall promptly notify Company and furnish Company with full details of such knowledge, assist in preventing any recurrence thereof, and cooperate with in any litigation or other proceedings reasonably necessary to protect the rights of Company.

Article II.4: Trademarks

Customer may not use Company's name or trademarks without the prior written permission of Company. Company may use Customer's name, logo and/or trademarks to identify Customer as a customer of Company.

Article III: SUPPORT AND UPDATE SERVICES ("SUPPORT")

Article III.1: Support Services

Company shall provide full Support in accordance with Company's Support policies in effect at the beginning of each biennial renewal of the Period of Coverage. Support shall include, without limitation, access to applicable Software Updates, E-mail, and Telephone and Chat support. In addition, Support will not apply in the event of: (i) any misuse, improper use, alteration, or damage of the Software; (ii) any version of the Software not made or authorized in writing by Company; or (iii) the combination of the Software with other programming or equipment to the extent such combination has not been approved in writing by Company.

Article III.2 Support Term

The Period of Coverage begins three years following the Effective Date. Within thirty (30) days of the expiration of a Period of Coverage, Company shall notify Customer via email regarding expiration of the service and SaaS license and upon renewal of agreement by Customer, the support shall be extended and renewed for an additional period of one (1) year at the then-current fees.

Article IV: GENERAL

Article IV.1: Establishment and Maintenance of Accounts

A. Customer understands that Customer must register and establish an account with Company in order for Customer to license, purchase and use the Software and receive Support. Customer represents and warrants to Company that it will provide, and maintain and update promptly when necessary, true, accurate, complete and up-to-date information ("Account Data") when prompted during the registration process. If Company believes in its reasonable business discretion that Account Data provided by Customer is inaccurate, incomplete and/or not up-to-date, Company has the right, in its sole and absolute discretion, to (i) suspend or terminate Customer's account, (ii) suspend or terminate this Agreement, and/or (iii) reject any current or future access to and use of the Software and refuse to provide Support unless and until the affected Account Data is corrected and/or made complete.

B. Customer understands that it is solely responsible for maintaining the confidentiality and security of account passwords, account details, login information and any other security or access information used by Customer to access the Software (collectively, "Login Information"), as well as preventing unauthorized access to or use of the information, files and/or data that Customer houses or uses in or with the Software.

C. Customer understands and acknowledges that Company assumes that any communication it receives through use of Account Data was received and/or authorized by Customer.

Article IV.2: Mutual Nondisclosure

A. The parties agree that all information, including without limitation the Software and Documentation, and all information concerning either party's business, including without limitation, information pertaining to either party's marketing plans, finances, research and development, information technology, competition, customers and personnel data exchanged by the parties under this Agreement and reasonably to be considered confidential by the disclosing party under the circumstances (collectively, "Confidential

Information") shall be maintained in confidence by the receiving party, and the receiving party shall use the Confidential Information of the other party only as authorized by this Agreement and for no other purpose (it being understood, however, that either party may disclose the Confidential Information to its employees, beneficiaries and contractors who have a need to know, provided that same are subject to substantially similar obligations of confidentiality as those herein). In the event the Confidential Information is disclosed visually or orally, the information shall be identified as confidential at the time of such disclosure.

B. Each party further agrees to take the same measures it uses to protect its own Confidential Information, to prevent the unauthorized disclosure and use of the Confidential Information of the other party to third parties (except as permitted herein), and to prevent such unauthorized disclosure by its employees, beneficiaries, agents and independent contractors who are otherwise permitted access to the information.

C. The obligations of Recipient with respect to any particular portion of Confidential Information shall terminate or shall not attach, as the case may be, when such information:

- i. was in the public domain at the time of Discloser's communication thereof to Recipient;

- ii. entered the public domain through no fault of Recipient subsequent to the time of Discloser's communication thereof to Recipient;

- iii. was in Recipient's possession free of any obligation of confidence at the time of Discloser's communication thereof to Recipient;

- iv. was independently developed by Recipient as demonstrated by written records; or

- v. is required to be disclosed by court or government order and Discloser has been given notice of such order.

D. The parties agree that a breach of the confidentiality obligations by Recipient shall cause immediate and irreparable monetary damage to Discloser and shall entitle Discloser to injunctive relief in addition to all other remedies.

Article IV.3: Disclaimer of Warranties

THE SOFTWARE AND SUPPORT IS PROVIDED ON AN "AS-IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE QUALITY, SUITABILITY, AVAILABILITY OR ADEQUACY OF THE SOFTWARE, AND COMPANY MAKES NO EXPRESS, STATUTORY OR IMPLIED REPRESENTATIONS OR WARRANTIES, AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANT-ABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, NO ENCUMBRANCES AND WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OR TRADE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.
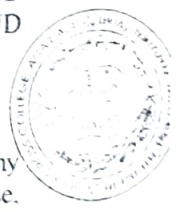
Article IV.4: Infringement Indemnity

A. If Customer is prevented from using the Software due to an actual or claimed infringement of any patent, copyright or other intellectual property right (that is not as a result of (i) any misuse, improper use, alteration or damage of the Software by Customer; (ii) any version of the Software not made or authorized in writing by Company; (iii) the combination of the Software with other programming or equipment to the extent such combination has not been approved in writing Company, or (iv) any version of the Software other than the then current version), Company may remedy the infringement by:

- i. Procuring for Customer, at Company's expense, the right to continue to use the Software(s);

- ii. Replacing or modifying the Software(s) at Company's expense so that the Software(s) become non-infringing, but substantially equivalent in functionality; or

ii) In the event that neither (i) or (ii) are reasonably feasible, terminating the Agreement as to the infringing Software and returning any License Fees paid by Customer for the infringing Software(s)

B. This Section states Company's entire obligation to Customer with respect to any claim of infringement

Article IV.5: Fees & Payment

A. FEES. In consideration for the License granted in Article II, Customer agrees to pay to Company the SaaS Recurring Fees ("recurring fees") of Rs 15 (fifteen) + GSTper month per student(Rs. 15 is the discounted amount, actual amount is Rs. 30 per month, per student. Discount granted under special consideration for NAAC A graded college). Student strength is calculated as per present academic session. Therefore, total number of students counted for recurring fees may vary every academic year. In an academic year if an actual student is allotted Transfer Certificate or Deactivated by college, the particular student will be still counted for the recurring fee purpose for the same academic year.

B. RECURRING FEES. The recurring fees will be charged from the date of the activation of the software and will continue for the corresponding service period of next three years as per agreement validity specified in this. Unless this agreement comes to an end or this agreement is terminated legally, the recurring is to be paid by the customer every month on receipt of recurring bill/invoice. The recurring fees are payable as set out in the agreement. All recurring services availed will renew in three years, unless either party gives notice of cancellation at least thirty (30) days before the end of the relevant service period. The pricing during any such renewal period will be the same as that during the prior term unless company gives the customer written advance notice of 30 days for a pricing increase and the same is acceptable to the customer, in which case the pricing increase will be effective upon renewal of agreement and thereafter. The recurring fees are set as per companies policies and with a mutual agreement between the parties (company and customer) prior to the activation of services and customer understands that the customer will have to pay the same recurring fees as agreed unless the agreement is terminated or renewed. Agreed recurring fees do not have a dependency on the number of resources being used or executed within the software by the customer. The customer understands that the accurate number of active staff and students data has to be maintained properly on the software.

C. INVOICE DUE DATE. Customer requires settling invoice dues as per the due dates mentioned in the invoice. Any delay in payment beyond the due date will entitle the company to levy penal interest of 2% per day until the date of actual payment. However, on receipt of the request letter from the company, a grace period of 7 days may be allowed considering any unavoidable circumstances. The customer will continue to be charged recurring fees during any period of delay in payment of recurring fees.

D. TAXES. Additional GST will be added to all bills and the customer will have to pay the fees including GST. GST rates might change from time to time as per government of India's directives.

E. INCREASE IN RECURRING AND ADDITIONAL FEES (IF ANY). The recurring fees may be revised at the end of this agreement after mutual agreement between the parties (company and customer). The customer understands that the customer shall have to pay additional fee for software upgrades and software add-on as shall be mutually agreed if any.
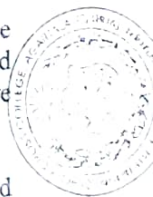
F. PAYMENT PROCESS. Customer understands that Company uses government approved bank and payment processors to process all payments by customer. Customer understands that until payment is received and verified, Customer shall not be permitted to use the software.

G. All payments made hereunder are nonrefundable, except for relief to which Customer may be entitled under the Infringement provisions of this Agreement. Customer is not allowed to withhold or set off any amounts due under this Agreement. Failure to pay any fee when due shall constitute a material breach of this Agreement.

H. In case of pre-closure of this agreement through mutual understanding, customer is liable to pay all the due bills and 100% of the full recurring fees including GST from the pre-closure date till the agreements initial validity period without any discount on the recurring amount. Customer is also liable to pay any 3rd party fees in connection with the availed services of this software as per 3rd party payment terms. Customer will also be charged the applicable cancellation fee.

Article IV.6: LIMITED LIABILITY

EXCEPT FOR a) VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR THE USE RESTRICTIONS HEREIN, b) FAILURE TO COMPLY WITH THE MUTUAL NONDISCLOSURE PROVISION, OR c) THE INFRINGEMENT AND OTHER INDEMNITY PROVISIONS CONTAINED HEREIN, IN NO EVENT SHALL COMPANY OR COMPANY'S THIRD PARTY SUPPLIERS BE LIABLE TO CUSTOMER FOR A MONETARY AMOUNT GREATER THAN THE AMOUNTS PAID PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE CAUSING THE LIABILITY AND (B) IN NO EVENT SHALL EITHER PARTY OR COMPANY'S THIRD PARTY SUPPLIERS BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS, DATA OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

Article IV.7 Recruiting

Customer acknowledges that Company's employees and contractors are critical to its business. Therefore, Customer agrees not to knowingly solicit any of Company's employees or contractors without Company consent and for a period of twelve (12) months following that employee's or contractor's last date of employment or engagement by Company. The parties further agree that in the event of any actual or threatened breach of any of the provisions of this section, Company shall be entitled (in addition to any and all other rights and remedies at law or in equity for damages or otherwise, which rights and remedies are and shall be cumulative) to specific performance, a temporary restraining order, or an injunction to prevent such breach or contemplated breach.

Article IV.8: Termination

If either party materially breaches this Agreement, the other party may give written notice of its desire to terminate and the specific grounds for termination and, if such default is capable of cure and the party in default fails to cure the default within thirty (30) days of the notice, the other party may terminate this Agreement. If such default is incapable of cure, the other party may terminate this Agreement immediately upon written notice of its desire to terminate. Upon termination, the License to use the Software shall be immediately revoked and all Software and supporting materials will be returned to Company or destroyed and documentation supplied to Company certifying destruction. Unless this Agreement is terminated pursuant to this paragraph, it shall continue in full force and effect. Sections 2.01(b), 2.02 – 2.04, 4.01, 4.02, and 4.05 - 4.10 shall survive any termination of this Agreement.

Article IV.9: General

A. WAIVER. No waiver or delay in enforcement of any provision of this Agreement at any time shall be deemed or shall constitute a waiver of any other provision.

B. OFFICIAL NOTICE. All notices or other communications required or permitted under the Agreement shall be in writing and shall be given by personal delivery, electronic mail (e-mail), or commercial courier addressed to the Party at its principal address as follows:

If to Hembro Infotech Pvt. Ltd. (OPC):
Attn: Kiran Kumar Hembrom, Director
Address: Milanchakra TV Tower, Sreenagar Lane 4,
Agartala, West Tripura - 799003
E-mail: info@hembroinfotech.com

If to: Holy Cross College (College Name)
Attn: _____
Address: Jubatara, Lembucherra, Agartala, West Tripura, PIN: 799210, INDIA
E-mail: _____

All notices and other communications required or permitted under the Agreement that are addressed as
provided in this section will: (i) if delivered personally, be deemed given upon delivery; (ii) if delivered
by commercial courier, be deemed given upon receipt; and (iii) if delivered by electronic mail (e-mail)
transmission, be deemed given when sent.

C. DISPUTES. (a) Any dispute or difference arising out of or in connection with this contract, including
any question regarding its existence, operation, termination, validity or breach thereof shall be referred to
and finally resolved by IIAM arbitration as per the Arbitration & Conciliation Act, 1996, enacted by the
Parliament of India.

(b) By virtue of the arbitration clause in sub-clause(a) above, the contracting parties are absolutely
precluded from moving any court, tribunal or any other forum exercising judicial or quasi-judicial
functions in any jurisdiction in relation with the disputes arising out of this agreement and the jurisdiction
of all courts stand specifically barred by the same. Provided that the jurisdiction of the courts in India may
be invoked for the limited purpose of appointment of arbitrator as per Arbitration and Conciliation Act
1996, upon failure of Indian Institute of Arbitration and Mediation to initiate arbitration proceedings as per
sub-clause(a) above.

(c) The invocation of arbitration clause under sub-clause (a) above shall be preceded by service of notice
by the aggrieved party calling upon the other party to redress the grievance(s) within thirty days from the
date of receipt of the same and only upon the failure of the other party to redress or respond or to the
grievances within the said period, the arbitration clause could be invoked.

D. ASSIGNMENT. This Agreement is not assignable or otherwise transferable (including by operation of
law, merger, or other business combination) by Customer without the prior written consent of Company.

E. RELATIONSHIP OF PARTIES. The parties hereto acknowledge that their relationship is that of
independent contractors. No employee of either party shall be deemed an employee of the other party.
Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

F. THIRD PARTY BENEFICIARIES. This Agreement and the provisions hereof are for the exclusive
benefit of the parties hereto and their affiliates and not for the benefit of any third party, nor shall this
Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third
person.

G. SEVERABILITY. Should any term or provision of this Agreement be deemed unenforceable or invalid in any way, such term shall be stricken and the remainder of this Agreement shall continue in full force and effect.

Article IV.10: Miscellaneous

A. The Customer acknowledges and agrees that it has no authority to legally bind Hembro Infotech Pvt. Ltd. (OPC) in relation to Hembro Infotech Pvt. Ltd. (OPC)Customers, other users or anyone else and that it has not been appointed and is not the agent of Hembro Infotech Pvt. Ltd. (OPC) for any purpose. The Customer agrees that it shall not make to anyone any representation as Hembro Infotech Pvt. Ltd. (OPC) staff or commitment about Hembro Infotech Pvt. Ltd. (OPC) and Hembro Infotech Pvt. Ltd. (OPC) products or services.

B. The Customer agrees that it has no right to collect any fees, charges and money from any one in any form using the credentials or brand names of Hembro Infotech Pvt. Ltd. (OPC).

C. The Customer agrees that it has no right to resell or rebrand products and services of Hembro Infotech Pvt. Ltd. (OPC).

D. The Customer acknowledges and agrees that Hembro Infotech Pvt. Ltd. (OPC) and its licensors own all intellectual property rights in Hembro Infotech Pvt. Ltd. (OPC) Website and all Hembro Infotech Pvt. Ltd. (OPC)'s products and services. This agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences belonging to Hembro Infotech Pvt. Ltd. (OPC). All such rights are reserved to Hembro Infotech Pvt. Ltd. (OPC).

E. Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs.

F. The Customer agrees that it will not indulge into any fraud or fraudulent misrepresentation in connection to Hembro Infotech Pvt. Ltd. (OPC) and Hembro Infotech Pvt. Ltd. (OPC) products and services.

G. Hembro Infotech Pvt. Ltd. (OPC) may terminate this Agreement on notice at any time if it discontinues or withdraws, in whole or in part, its software product. Hembro Infotech Pvt. Ltd. (OPC) will endeavour to give Customer as much notice of the same as reasonably practicable, but any such termination will be without liability to Customer.

H. The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this agreement without the prior written consent of the Licensee.

I. AMENDMENT. This Agreement shall not be altered, amended, modified or supplemented except in writing a signed by the Parties hereto.

J. COST AND EXPENSES. If any Party hereto commences an action against the other Party as a result of a breach or alleged breach of this Agreement, the prevailing Party shall be entitled to recover from the losing Party reasonable lawyer fees and costs of suit.

K. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but taken together shall be deemed to be a single enforceable agreement.

L. ENTIRE AGREEMENT. This Agreement, including its terms and conditions and its attachments and amendments, is a complete and exclusive statement of the agreement between the parties, which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

M. IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date written below, to be effective as of the Effective Date.

Date: ___/____/_____

Place: Agartala

Hembro Infotech Pvt. Ltd. (OPC)

By: _Kiran Kumar Hembrom._

Full Name: Kiran Kumar Hembrom

Its: Director

Official Seal:

Holy Cross College Agartala

By: Dr. Fr. Benny K John

Full Name:

Its: Principal

PRINCIPAL
HOLY CROSS COLLEGE
Official Seal: JUBATARA, LEMBUCHERRA. P.O.
AGARTALA, W. TRIPURA -799 210

Witnesses: -

1. Mandaila Saha

2. Sabyasachi Biswas