

Proforma Invoice

Jupsoft Technologies Pvt. Ltd.

67 J&K Block, Laxmi Nagar Delhi 110092 India GSTIN: 07AAFFJ4615F1ZL | PAN: AAFFJ4615F

CIN: U72900DL2004PTC126102

Phone: 9599520064 | www.jupsoft.com

Bill To

DOGRA EDUCATIONAL TRUST

(Managing Dogra Law College, Dogra College of Education and Dogra Degree College) Matushri Bhawan, Bassi Kalan, Bari Brahmana, lammu

181133 Jammu and Kashmir India

Proforma Inv. Date:

04/08/2020

Service & Product Description

Amount 38,400.00

eConnect-K12 ERP (Software as a Service) Student Strength: 800 @ Rs. 16 pm

(Period: October 2020 to December 2020)

Modules:

Student management, Student Admission Management, Grading & Examination, Gallery & achievement, Visitor & Alumni management, Student & Staff attendance, Communication management, Task Management, Health management, Staff information, Library management, Student & Admin mobile app management, Fee management, Inventory management, Time table with substitution, Transport & Vehicle management, Discipline management, Staff payroll, Hostel management, Finance management

White-labelled Mobile App (iOS and Android)

25,000.00

Sub Total

63,400.00

IGST18 (18%)

11,412.00

Total

74,812.00

Total In Words: Rupees Seventy-Four

Thousand Eight Hundred

Twelve Only

Looking forward for your business.

Bank: Canara Bank, Shakarpur | Account # 6258261000011 | IFSC Code: CNRB0006258

Bank: ICICI Bank, IP Extn. Delhi | Account # 007105007661 | IFSC Code: ICIC0000721

This is to inform you that from April 2020, our services are to be covered under Technical services and not the professional services u/s 194 J, therefore, the TDS is to be applicable @ 2% only u/s 194 J instead of 10%.







Dogra Education Trust

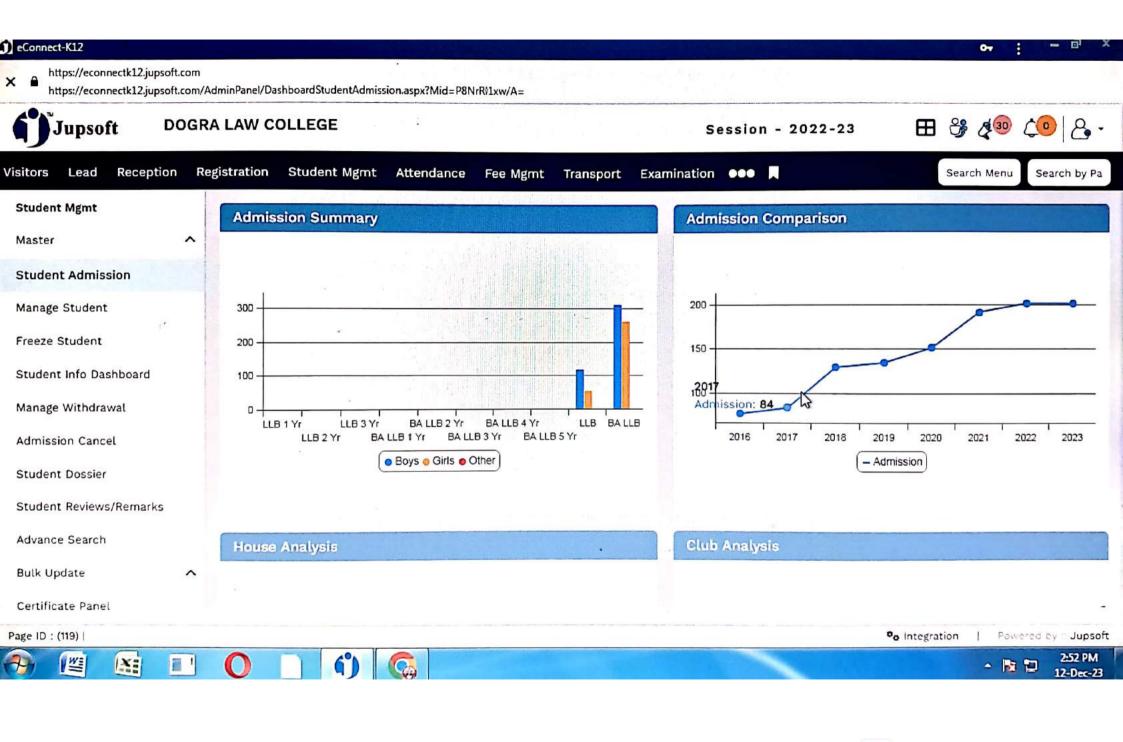
Use your credentials to login into account.

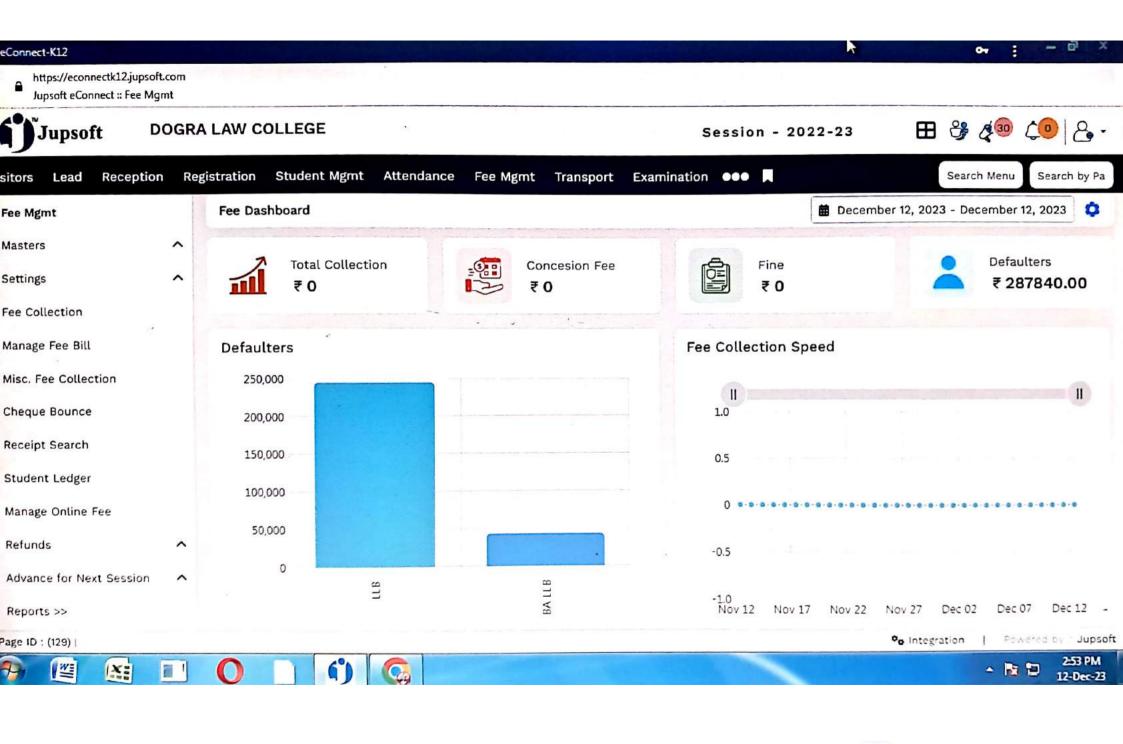
| 2022-23 | | ٠٠ |
|---------|------------------------------|--------|
| | School Code For Mobile App : | DETDLO |
| | Proceed | |

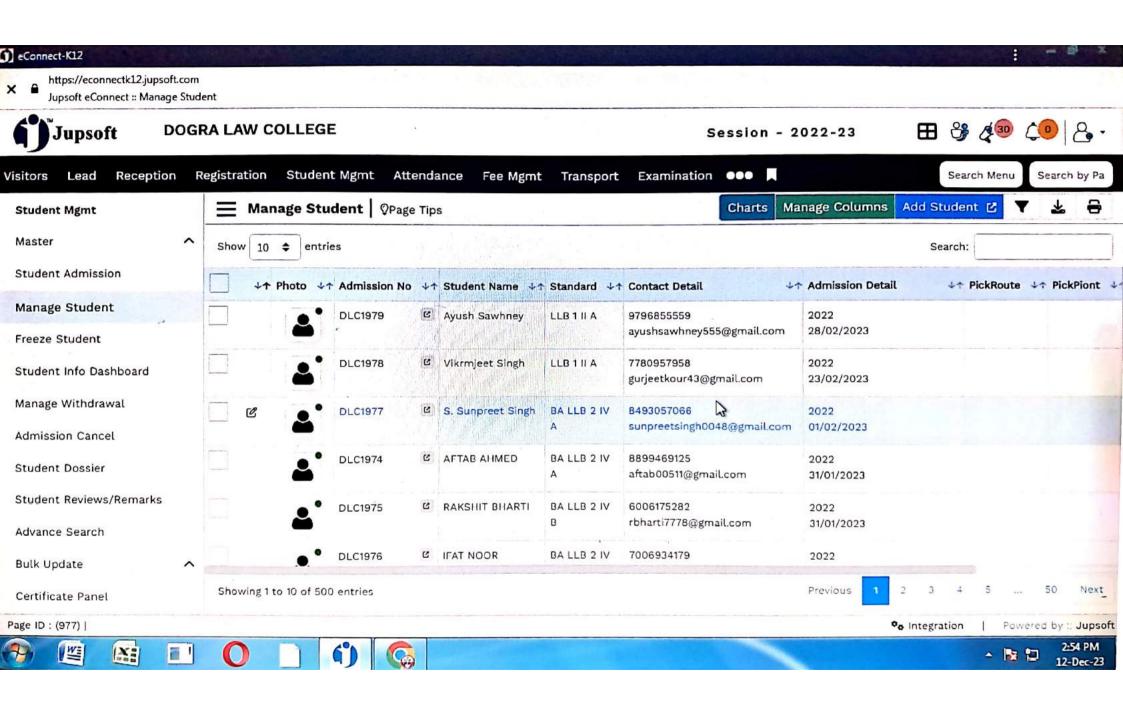
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DOGRA LAW COLLEGE

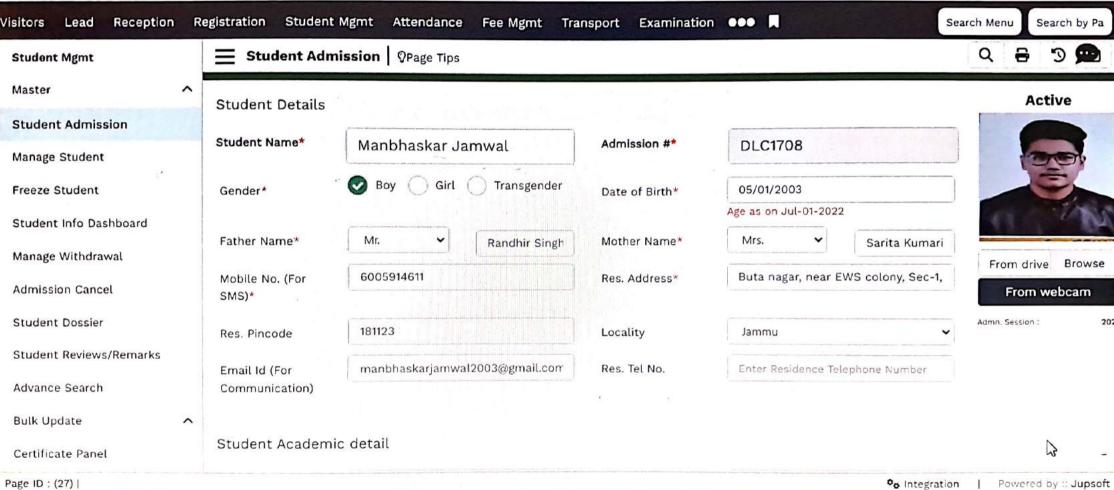
Session - 2022-23



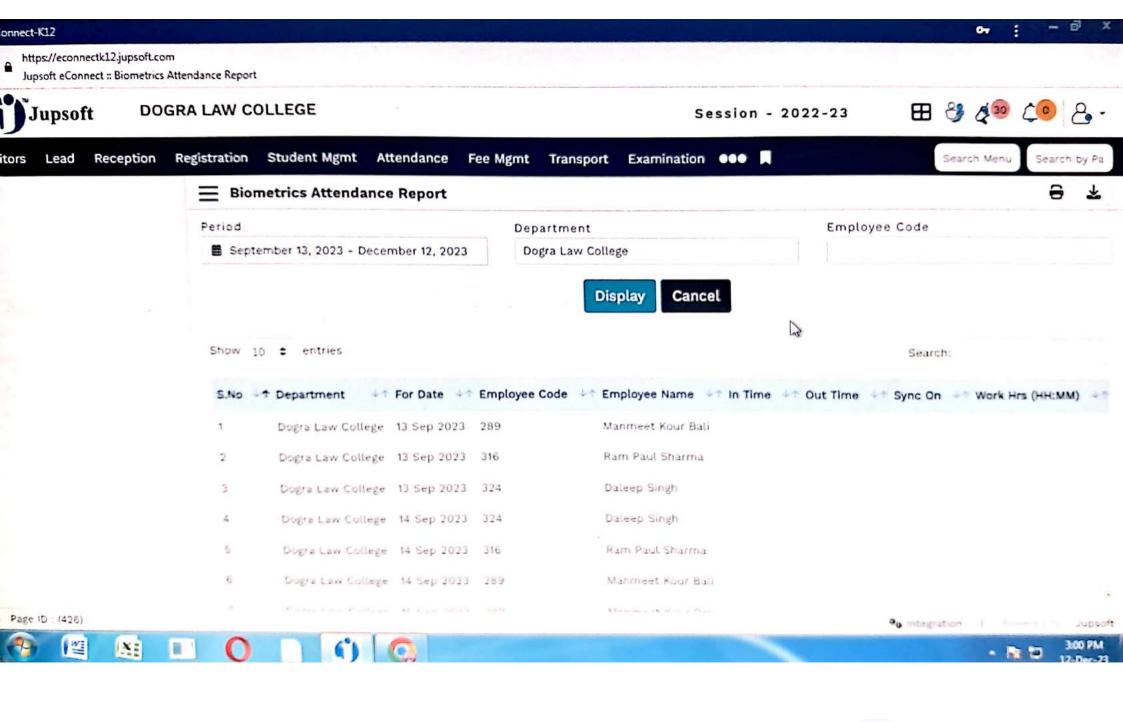








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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.

Centicate Issued Date

Account Reference

Unique Doc. Reference

purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL82525158876455S

21-Sep-2020 11:07 AM

IMPACC (IV) di752303/ DELHI DL-DLH

SUBIN-DLDL75230372154637659336S

JUPSOFT TECHNOLOGIES PVT LTD

Article 5 General Agreement

Not Applicable

(Zero)

JUPSOFT TECHNOLOGIES PVT LTD

DOGRA EDUCATIONAL TRUST JAMMU

JUPSOFT TECHNOLOGIES PVT LTD

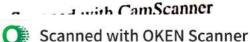
(One Hundred only)_



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







11. No - 1246/11 20 =



Software as a Service Agreement

| This agreement is made and entered into on this | |
|--|---|
| | at Dellii by and between: |
| M/s. Jupsoft Technologies Pvt. Ltd., a company Act, 1956 having its Corporate Office at C-38 U72900DL2004PTC126102 (hereinafter referred | y incorporated under the provisions of the Companie |

And

Dogra Educational Trust (managing Dogra Law College, Dogra College of Education and Dogra Degree College) represented herein by Secretary, Dogra Educational Trust hereinafter referred to as "College"

Whereas Company will provide Cloud based "Jupsoft eConnect" ERP as a Service hereinafter referred to as "Jupsoft eConnect" owned and managed by the Company that offers ERP software developed specifically for colleges. It is designed for ease of use and developed keeping in mind the requirements of the college management. Jupsoft eConnect functionality spans across departments of the colleges and allows the college to manage information. The ERP based on Cloud model. This service will consist of various services for Colleges and will be accessed by students, parents, teachers, staff and Admin hereinafter referred to as "User".

THIS AGREEMENT NOW WITNESSETH AS UNDER:

- Acceptance of the Company as Service Provider
- The College hereby accepts the Company as service provider.
 - (a) Use Rights: During the term and subject to the terms of this Agreement, Jupsoft hereby grants to College a non-exclusive, non-transferable, non-sub licensable right to permit College's Users to use the licensed Edition of the System for Customer's business purposes. The use right in the preceding sentence is limited to use by the number of Users for which college has paid.
 - License and Use Restrictions: College shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the System; (ii) Modify, create derivative works based upon, or translate the System; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the System in any form to any other party, nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder. The college acknowledges and agrees that Company shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the System and any suggestions, enhancement requests, feedback, recommendations or other information provided by College or any of College's Users relating to the System.

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- System Administrator: User Access. College shall designate one or more System Administrators. System Administrators shall be responsible for managing User access, Including adding and subtracting Users. The System Administrator shall ensure that multiple Users do not share a password or user name. Customer acknowledges and agrees that it is prohibited from sharing passwords and/or user names with unauthorized users.
- College Data: College owns all right, title and interest in the College Data. College hereby grants to Jupsoft, a non-exclusive, non-transferable, non-sub licensable right and license to use, copy, transmit, modify and display the College Data solely for purposes of College's use of the System. Jupsoft shall not use the College Data except to improve the System and as necessary to perform its obligations hereunder.
- Security: College is solely responsible for maintaining the security of all user names and passwords granted to it, for the security of its information systems used to access the System, and for its Users' compliance with the terms of this Agreement. Customer will immediately notify Jupsoft if it becomes aware of any loss or theft or unauthorized use of any of Customer's passwords or user names. Company has the right at any time to terminate or suspend access to any User or to Customer if Jupsoft believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or Company's network and will stop recovery payments from such user or customer.
- Description of Services to be offered by the Company
- Company will provide Admin Access to "eConnect ERP" with admin rights to manage all its 11. functionalities. College can create accounts of teachers account or sub-admin accounts.
- ERP Modules offered:-3.
 - Student Management
 - Student Admission Management (a)
 - Grading & Examination (b)
 - Gallery & Achievement (c) (d)
 - Visitor & Alumni Management
 - Student &Staff Attendance (e)
 - Communication Management (f)
 - Health Management (g) (h)
 - Staff Information
 - Library Management (i)
 - Student & Admin Mobile App management (j) (k)
 - Fee Management
 - Inventory Management (1)
 - Time Table with substitution (m)
 - Transport & Vehicle Management (n)
 - Discipline Management (0) (p)
 - Staff Payroll (q)
 - Finance Management (r)
 - Hostel Management **(s)**
 - Task Management (t)

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- College will provide infrastructure to implement eConnect, Computers for users, networking, han speed Broadband Internet connection etc.
- Company will provide training to users at College to maintain their respective information.
- College has to take necessary action by their own to operate all the modules of ERP by their respective staff for successful implementation.
- The Company however bears no responsibility as to the authenticity of the information posted on college Website as College is responsible for maintaining and updating correctness of their
- Online Technical support can be availed from the Helpdesk of the Company during office hours on six working day of a week at our Helpdesk: 9810900064, 9599527474, 9599527070
- The Company has dedicated Customer care Number: 9599510123 for parents during office hours for any account handling issues.
- Parent can give a missed call at 9899054422 to get their Login Credentials.
- Company will provide Standees and other display media to aware parents about ERP. 11.

III. Confidentiality of Data

Save as otherwise provided in this Agreement, the Company will secure and maintain all backup of data/information collected from the User and disclose the same only to the College. The Company will secure the electronic storage and transmission of data using appropriate security features and every person involved with the Company/Website shall also adhere to privacy and confidentiality agreement terms herein to ensure all User's personal information is secure from third parties. Notwithstanding anything contained in this clause, the Company or its Website is not liable for where the User has himself/ herself or through their representatives shared any confidential information with any third party by providing access to his her account or through any other external means or has given such information voluntarily. It shall be binding on the company not to share in any manner the database of the College with any third party without written consent obtained from the College.

IV.

- In consideration of being allowed to use the Website, the User agrees that the following actions shall constitute a material breach of these Terms and Conditions:-
 - Use of any part of the Website or its services for any purpose in violation of local, state,
 - (b) Post material that infringes on the intellectual property rights of others or on the
 - Send or post material that is unlawful, false, obscene, defamatory, threatening, privacy or publicity rights of others. harassing, abusive, hateful, or embarrassing to the another member or any other person or entity, including writing defamatory comments about the COMPANY or the COLLEGE on the Weesite or any other website or blog or by any means publishing it on the internet or in any
 - (d) Allow any other person or entity to use the identification of the user while using the Website in any manner.

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Force Majeure & Unintended Disruption

- The Company/Website assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, User communications whether caused by Act of God or deliberate attempts of college to gain unauthorized access or otherwise. The Website Company is not responsible for any problems or technical malfunction of any telephone network or lines; computer online systems, computer equipment, failure of email or players on account of technical problems or traffic congestion on the internet or at any website or combination of them, including injury or damage to its User and/or members or to any other person's computer related to or resulting from participating with the web and/or in connection with this Site.
- In case the User learns of any malfunctioning of any feature of the Website either on its own or through a prospective applicant he/ she shall immediately inform the Company in writing by e-mail or SMS besides making a voice call and the Company shall take reasonable measures to rectify the error in
- The Company may change the format and content of the Website at any time or suspend its shortest possible time. operation for support or maintenance work with a week's prior notice, in order to update the content or make the Website more effective.

Indemnity Clause

The each party shall indemnify other party of all direct claims, proceedings, cost and damage VI. suffered by the either party resulting from material breach of this agreement caused due to his negligence.

VII.

- The parties agree that this Agreement shall be binding with effect from the date of implementation, and shall remain valid unless terminated in writing by a notice to the other over email in 90 days advance. College cannot use any software or service provided after termination of this contract. Company will provide client's data in Excel Format after terminating the contract.
- Services will be terminated in case of non-receipt of service charges within 60 days from the 19. due date.
- In addition to any other right or remedy it may have, either Company or College may terminate this agreement without any notice or default or judicial intervention being required, only in event that:-
 - Proceeding in bankruptcy is instituted by or against the other party, or the other party terminates its business activities for any other reason.
 - There is any material breach of, or material failure to comply with, any of the terms or conditions of this agreement by the other party which breach or failure is not remedied within Thirty (30) days after notice of such breach or failure. This implies if there is a issue or a bug in the existing software or features. If new requirements are raised, then it is not applicable.

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Governing law & Dispute Resolution

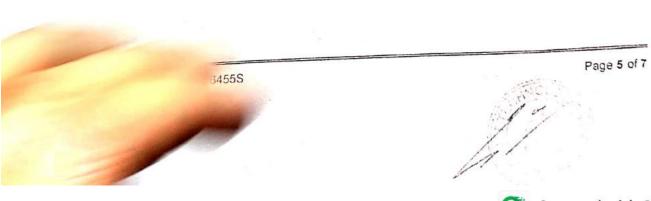
The terms and conditions of this Agreement shall be governed in accordance with the Law in force within the territory of India. In case any dispute arises relating to or concerning this Agreement, then parties shall precede for an amicable settlement through arbitration under arbitration & conciliation (amended) Act 2015 by appointing one arbitrator from each party who shall further nominate an Umpire to preside over the proceedings. In the event of difference of opinion the decision of majority of the arbitration panel shall be final and binding to the parties. Remuneration of the arbitrator shall be payable by the Party appointing while the remuneration of the Umpire shall be payable by both the parties equally. All disputes shall be subject of the exclusive jurisdiction of the courts at Delhi. The venue of arbitration shall be Delhi only. The Parties shall bear the administrative expenses in equal propositions.

Product Ownership:

The Software Product "Jupsoft eConnect" and all intellectual property rights in the software IX. associated therewith being referred to this agreement are owned by Jupsoft Technologies Pvt. Ltd. The Software Product Jupsoft eConnect is licensed for use only in the buyer's (i.e. the College in the present) case predetermined office. The college shall not transfer the usage to any other company or person without written permission from Company.

Intellectual Property Rights:

- The intellectual property rights of the software customized or otherwise remains with Jupsoft. X. Misuse of the software product or copying the same without prior permission is liable for legal action and termination of Agreement.
- No Reverse Engineering, in no event shall College disassemble, decompile, or reverse engineer any Jupsoft Intellectual Property (collectively, "Jupsoft Property"), or permit others to do so. Disassembling, decompiling and reverse engineering include, without limitation: (i) converting the Jupsoft Property from a machine-readable form into a human- readable form; (ii) disassembling or decompiling the Jupsoft Property by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Jupsoft Property's operation and creating the original source code or any approximation thereof by, for example, studying the Jupsoft Property's behavior in response to the variety of inputs; or (iv) performing any other activity related to the Jupsoft Property that could be constructed to be reverse engineering, disassembling, or decompiling.
- Unless otherwise expressly provided herein or otherwise agreed by the Parties, each party shall retain all right, title and Interest, throughout the world, in their respective, Intellectual Property licensed/provided to the Parties or used on behalf of the Parties.



REVENUE

| 1-1 | SaaS (Software as a Service) |
|---|---|
| Model Offered Price–Per Student/Per Month | Rs. 16 + GST |
| Student Strength (approx.) | 1000 |
| SMS - Per SMS | 15 P |
| White Labeling of Mobile App (optional) | 25000 (one time) |
| Revision of charges | 10 % every 2 years |
| License Activation from | August 2020 |
| Billing start from | October 2020 |
| t antation Charges per | Waive off Jefined for the institution, essential cus |

The revenue includes the software defined for the institution, essential customization, nfiguration webinar, online training and tech support, any future modification for the total service riod of five years. Besides, the company will provide Video Manual to operate the ERP along with aining and tech support. Also the company will be taking care of all essential customizations for the allege and shall be ensuring to fill out the gap between our system and college's requirements.

- All payments will be made in favor of "M/s. Jupsoft Technologies Pvt. Ltd., Delhi" payable at ar at Delhi. This offer only pertains to software and services. All hardware, Networking, Domain, Nebhosting, SEO Services, SMO services and third party software/services will be extra.
- XII.
- College will pay all payment through NEFT/Online in favor of M/s. Jupsoft Technologies Pvt. Ltd. 28.

| College will pay all payment through NET 17 cm | I ACCOUNT |
|---|--|
| S.No. Bank-Name (a) ICICI Bank, IP Extension, Delhi (b) ICICI Bank, IP Extension, Delhi | 007105007661 INDB0000607 255544555444 CNRB0002768 |
| (b) IndusInd Bank, N. G. (c) Canara Bank, Laxmi Nagar, Delhi | Lundertaken by the buyer before |

- Company requires the following to be procured/arranged and undertaken by the buyer before XII. commencing the installation.
 - Procure recommended Server & Nodes Hardware with Peripherals with good quality of
 - Procure Legal O.S., Anti-Virus Software and Database, as needed. local networking.
 - High Speed LAN / VPN network (b)
 - (c)
 - High speed broadband internet connection Appoint EDP manager and operators for the respective positions. (d)
 - Technical trained user on computer operation. (e)
 - Make available all manual/electronic form data to be entered in the ERP. (f) (g)

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Amendment of the Agreement

Any material change in the terms of this Agreement shall be made by mutual agreement of parties and in writing and duly signed by authorized representatives of both parties. The party shall execute a supplementary agreement to give effect to the amendments made in the existing agreement & having binding effect upon the parties to the agreement / supplementary agreement.

Entire Agreement XIV.

This Agreement constitutes the entire agreement between the Company and the College with respect to use of the Website and its Services and it supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect thereto.

Chairman/ Secretary

(Dogra Educational Trust)

(Jupsoft Technologies Pvt. Ltd.)

Witness:

1 Alok kumar Shorme Asharent (Adnin, officer)