

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ನಾ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ಟೆಂಪ್ಲೆ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document
Memorandum Understanding

Date: 10/04/2018

This Memorandum Understanding is between two parties, VET Group of Institution-VET
First Grade College, VET BVL Polytechnic, VET Manandi Composite PU College, VET
School-IP Nagar, VET School-V.V. Puram, VET Belgodu Nurscry School, VET Little Campus
Pre-School between The Martial Arts Trust (R) sets for the terms and understanding between the
partners.

Vasavi Educational Trust

Mission of the Trust

To establish Institutions for all sections of the society, to impart quality education, both technical and general to meet the needs of the society and prepare the students to be useful citizens of the country

VET Trust (Vasavi Educational Trust) Came into existence under the dynamic leadership of B. V. RathnaiahSetty, the Founder of President of the Trust in the year 1979. His visionary, innovative and progressive ideals motivated like minded people from various field to join hands with him to put forward to provide quality education. The goal of VET is to provide quality education and enrichment of our cultural heritage, to the students from all walks of life.

The activities of the trust began in late 70's by starting VET Nursery and primary school at Visveshwarapuram with just 8 students is enshrined in the Trust's success story of the last 3 decades. The trust has completed more than 3 decades of glorious service in the field of education. Over the years, the Trust has achieved considerable growth by establishing Nursery, primary & High schools, PU College, Polytechnic and First Grade College at J.P. Nagar and full fledged school up to 10th standard at visveshwarapuram. Thus a child joining VET Institutions at the age of 3 years can now aspire to come out as graduate or a diploma holder with full confidence and preparedness to face the challenges of life, ready for employment.

The VET School, Colleges and the Polytechnic, Campus situated at situated at South Bangalore with its beautifully landscaped building and open spaces is widely acknowledged as one of the most beautiful in the Bangalore City. Campus is provided with good infrastructure, well equipped laborgatories, adequately stacked library, excellent dedicated faculty further supplement the infrastructure. The percentages of passes in various public examinations have been consistently good and the students of the school have secured positions among the top twenty ranks in SSLC examinations. VET PU College is graded 'A' by the PU board and VET First Grade College is accredited with 'B' Grade 2.72 CGPA by NAAC. An educational

institution's success rests on the accomplishments of its students towards which, every effort is focused at Vasavi Educational Trust.

It will be our pleasure to have you with us, in our endeavors in this direction.

Profile of Dr. Praveen Ranks.

KyoshiDr.PraveenRanka is a man that stands tall.

He believes in the traditional methods of martial arts, but is able to wield the ethos of this sport into contemporary life.

Born in Bangalore in 1961 in a business family, he has been training in martial arts since the age 14 under the Budokai Karate School and achieved Black Belt. The first in the State of Karnataka.

After this initial training, to further hone his skills he trained under the great pioneer of karate

Late Dr.R.V.T.Mani and other illustrious teachers of martial arts both national and international.

He seems to embody the martial art principle that learning is an everyday process and cannot be taken for granted.

Dr.Praveen Ranka more importantly has been working for the emancipation of Karate-Do by increasing the visibility of the sport through his programmes of introducing the martial art - Karate- Do into the curriculum of schools in Bangalore, also inviting international experts for demonstrations, acting as a faculty and also by organizing numerous state, national and international Championships and tournaments.

He has been working hard towards spreading the message that a martial art is not only about improving of physical Skills and techniques but also that it addresses areas of self-control, meditation and concentration. These tools could enable a person to learn about his/her inner self. Thus his teaching is that karate-Do eventually becomes a way of life.

Vision of The Martial Arts Trust (R)

KyoshiDr.PraveenRanka can be summed up in his own words that "He works more on the forming of character.

Karate -Do seems his way of doing so. He also aims to have his own school which is fulfilled in the year 2015 i.e **Palestra** , with all the modern equipment that will be a temple to teach each and every person the noble art of Martial Arts for a good Purpose.

Among other training programmes that Kyoshi Dr. Praveen Ranka conducts, he has a special training programme for the police force of the state, he uses karate as a means of self-defense and also holistic elements of it to assist them in their daily situations and anxieties. In these police workshops the trainees are taught hand-to-hand combat, street survival techniques and unarmed combat, this is just one of the many training programmes that he conducts in collaboration with the Governments of Karnataka. These efforts of Kyoshi Dr. Praveen Ranka have not gone unnoticed with him being awarded the service Excellence Award for Sports in February 2005 by the Rotary Central Bangalore. He has also learnt yōga (Zen), thus combining Indian teachings with their Eastern counterpart and therefore he seems to lead a very balanced life.

Zen Approach

Dr. Praveen Ranka has been contemporizing Karate -Do, making people understand that it is a good means to defend oneself.

He has been introducing it to common public through various self-defense camps, and these camps are well-attended with students ranging from six to sixty.

Depending on the group, he takes traditional methods and then teaches to adapt them to everyday situations.

For women, his focus has been self-defense and these workshops help them to be more confident and also teach those ways of using the weak spots in their attacker's body to overpower them.

Dr. Praveen Ranka has been promoting the art form as both a sport and a great way to keep in good health. He also holds workshops for underprivileged and poor children. These workshops are done as outreach programs and are free for these children, thus benefitting them and inducing them an interest in the martial art of Karate-Do. He believes that martial arts is applicable to all age groups. For the elderly the workshops focus on awareness, self-confidence, fitness, flexibility and also relaxation through Zen, a yogic approach to mental health and balance.

Purpose and Scope:

The purpose of this memorandum of understanding is to teach the self-defense for girls in the form of karate. The scope of this memorandum of understanding is Karate is a non-weapons based martial art needed to protect girls themselves. So they made karate an open hand or fist

style fighting that would protect them. Karate is sport about self-protection, self-control, self-discipline and it gains you confidence.

Responsibility under Memorandum:

Dr. Praveen Ranka, Chairman and Grand Master, The Martial Arts Trust (R), The responsibilities are providing self-deference karate training for girls and improve physical fitness, Higher confidence, Increase focus and discipline. MOU is effect from beginning of the academic year 2018 for five years to provide training to students of VET First Grade College, VET BVL Polytechnic, VET Manandi Composite PU College, VET School-JP Nagar, VET School-V.V. Puram.

It is mutually understood and agreed by between the parties that if required agreement can be modified or terminated under agreeable conditions automatically.

This memorandum shall be in effect upon Sign of parties Vasavi Educational Institution and The Martial Arts Trust (R) authorized officials.

Signature

President- B. R. ViswanathSetty

Hon. Secretary- Manandi. N. Suresh

Date: 10/4/18



Signature
Chairman- Dr. Praveen Ranka

Date: 10/4/18

Memorandum Understanding

Date: 10/04/2018

This Memorandum Understanding is between two parties. VET Group of Institution-VET First Grade College, VET BVL Polytechnic, VET Manandi Composite PU College, VET School-JP Nagar, VET School-V.V. Puram, VET Belgodu Nursery School, VET Little Campus Pre-School between The Martial Arts Trust (R) sets for the terms and understanding between the partners.

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Government of Karnataka

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ಕ್ರಮ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

MEMORANDUM OF UNDERSTANDING (MOU) between

Proedge Skill Development and Edutech Pvt Ltd

and

V.E.T Fist Grade College

I. PURPOSE & SCOPE

This Memorandum of Understanding (the "MOU") is made and entered on 18 of July 2018, 2018 (the "Effective Date") by and between:

V.E.T First Grade College, JP Nagar, Bengaluru - 560054, (hereinafter referred to as "the College")

And

Proedge Skill Development and Edutech Pvt Ltd, with its principal place of business located at No.1854, 2nd floor, 11th A main, 39th cross, 4th T block, Jayanagar, Bengaluru - 560011 (hereinafter referred to as "the Training Company").

Hereinafter the College and the Training Company shall individually be referred to as a "Party" and collectively as "the Parties".

RECITALS:

A WHEREAS, the College is in the field of providing higher secondary, degree and postgraduate education;

B WHEREAS, the Training Company has expertise in the area of providing professional training/coaching;

C WHEREAS, the College desires to engage the Training company to provide CA/CS foundation/professional entrance examinations coaching/soft skills training to its students in the area of Training company's expertise and the Training Company is willing to provide such services to the College;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to in particular, *providing CA/CS foundation coaching/ professional entrance examinations coaching/soft skills training to the students of the college*
2. *Using the premise and the facilities of the college to provide the coaching*

II. RESPONSIBILITIES OF THE TRAINING COMPANY UNDER THIS MOU

The Training Company shall undertake the following activities:

1. Provide CA/CS Foundation course coaching to the students of the college through Physical Classroom mode. (Program detail as per Annexure 1).
2. Provide associated support to the students of the college for registration to the CA Course of The Institute of Chartered Accountants of India (ICAI)/ CS Foundation course of Institute of Company Secretaries of India (ICSI)
3. Identify the relevant infrastructure for the classroom that is capable of holding a coaching class

III. RESPONSIBILITIES OF THE COLLEGE UNDER THIS MOU

The College shall undertake the following activities:

1. Provide infrastructure support to the training company to deliver the coaching as defined below:
 - a. Use of Classroom
 - b. Design the session plan along with the Company for an academic year and create space in academic calendar for conduct of the class on a weekly basis
 - c. Provide a coordinator who can liaise with Proedge representative for smooth conduct of the classes
 - d. Such other support as may be required by the Training Company

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. The MOU may be modified from time to time by mutual agreement of the Parties.
2. The MOU may be terminated by mutual agreement or by either of the parties by providing a written notice of 30 days. However, termination of the MOU will not, in any manner, affect the interests of the students/faculty who have been admitted to pursue a programme under the MOU.
3. During the tenure of the MOU, the parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

V. FUNDING and FEES

The Parties hereby agree to the following with regard to the fees to be charged to students for providing CA/CS Foundation coaching to the students and providing associated support, as detailed in the MOU responsibilities -



For Proedge Skill Development and Edutech Pvt Ltd

No. 1854, 11 A main, 39th cross, 4th T clock Jayanagar, Bangalore - 560011,

Mobile: +91 9972411448

1. The total fee to be charged to the students for CA Foundation coaching is at 11,800 per student per year (inclusive of all taxes), subject to a minimum batch of 15 students.
2. The fees is excluding the CA Foundation enrolment fees with ICAI and Examination registration fees which would be advised by the Training Company to students closer to the date of relevant registrations and enrolment.
3. The fees will be collected by VET the proceeds of the fees collected by the College for each year will be shared by the College with the Training Company as per the below schedule:
 - a. Within 10 working days of the beginning of classes – 50% of the fees (calculated on number of students enrolled in the CA Foundation coaching),
 - b. Within 3 months of the beginning of classes – 40% of the fees as calculated above,
 - c. Within 6 months of the beginning of classes – 10% of the fees as calculated above,
4. The cost of providing any extra or associated service to students will be charged by the Training Company directly to the students.
5. In case of any contingency, the fees and the charges specified above shall be modified with the consent of both parties either in writing or oral as the circumstances demand.

VI. RESOLUTION OF DISPUTES

The Parties hereby agree that any disputes arising out of or in connection with this MOU shall be handled within the jurisdiction of the courts of Bengaluru.

VII. EFFECTIVE DATE AND SIGNATURE

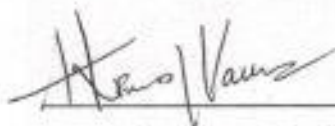
This MOU shall be effective upon the signatures of the authorized officials of the Parties. It shall be in force from 18 July 2018 to 18 July 2021.

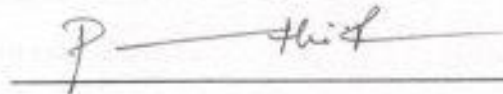
The Parties indicate agreement with this MOU by their signatures as on the date and year first written above.

Signatures and dates

For Proedge Skill Development and Edutech Pvt Ltd

For V.E.T First Grade College





Name: Arun Shri

Name: Dr. R. PARVATHI

Date: 18/7/2018

Date: 18/07/2018



Authorised Signatory

For Proedge Skill Development and Edutech Pvt Ltd

No. 1854, 11 A main, 39th cross, 4th T clock Jayanagar, Bangalore – 560011,

--101 007741144R

Program Details – Bcom students for 1 years

Who can Pursue	Bcom students - For Students appearing in Bcom 1 st Year examinations In March 2019
Which exam can students attempt	CA Foundation
Venue	College premises
Duration of program	Program duration will be for 300 hours (approximately). Please note that the program will include assessment, mock tests and motivation classes that will be conducted along with the class room coaching.
Mode of teaching	Physical Classes
Fees	<p>INR 11,800 (inclusive of all taxes) per student.</p> <p>ICAI Registration fees and exam fees will be in addition to above fees.</p>
Key Features of Program	<p>We adopt a 360° approach towards the coaching program spanning students' orientation, engagement with parents, feedback sessions and conducting regular assessments, in addition to the regular coaching program.</p> <p>The key features of the program are -</p> <p><u>Orientation sessions</u></p> <ul style="list-style-type: none"> • Orientation session on creating awareness on Professional courses in Commerce <p><u>Coaching plan</u></p> <ul style="list-style-type: none"> • Regular coaching as per plan prepared well in advance and aligned to college time table • Professionally qualified faculty <p><u>Assessment and Feedback</u></p> <ul style="list-style-type: none"> • Assessments tests conducted to track progress • Feedback session with students



For Proedge Skill Development and Edutech Pvt Ltd

No. 1854, 11 A main , 39th cross , 4th T clock Jayanagar, Bangalore – 560011,

☎️ 080 0072411448

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Proedge Skill Development and Edutech Pvt Ltd

and

V.E.T First Grade College

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2. *Using the premise and the facilities of the college to provide the coaching*



For Proedge Skill Development and Edutech Pvt Ltd

No. 1854, 11 A main, 39th cross, 4th T clock Jayanagar, Bangalore - 560011,

- Mock preparatory exams

Other assistance

- Assistance on registration of students in relevant courses and exam registration (to be paid separately by students)
- Proedge will also provide its own study material for all subjects to the students



For Proedge Skill Development and Edutech Pvt Ltd

No. 1854, 11 A main , 39th cross , 4th T clock Jayanagar, Bangalore – 560011,

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Government of Karnataka

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Registration and Stamps Department

ಚೀಲೆ : ರೂ. 2/-

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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ

Date of execution

MUTUAL NON-DISCLOSURE AGREEMENT

Total stamp duty paid Rs.

This Mutual Non-Disclosure Agreement (hereinafter the "Agreement") is made and entered

Date:

BETWEEN:

Vasavi Educational Trust Group of Institution, a Trust in Bengaluru, No 18, 14th Main Rd, 2nd Phase, J P Nagar, Bengaluru, Karnataka 560078 (hereinafter referred to as ["Institution"], which expression shall wherever the context requires or admits, unless repugnant thereto, mean and include its administrators, executors, trustees, successors-in-interest and permitted assigns of the ONE PART);

AND:

CODIGO TECHNOLOGIES (OPC) PVT LTD, a company incorporated under the Companies Act, 2013 having its registered office at WeWork India Management Private Limited, 9th Floor, RMZ Latitude Commercial, Bellary Rd, Hebbal, Near Godrej Apt, Bengaluru, KA, 560024 (hereinafter referred to as "Company", which expression shall wherever the context requires or admits, unless repugnant thereto, mean and include its administrators, executors, successors-in-interest and permitted assigns of the OTHER PART);

Both the Institute and Company may each be referred to individually as a 'Party' and collectively as 'the Parties'

RECITALS:

A. WHEREAS the Company is desirous of collaborating with Vasavi Educational Trust Group of Institution and its researchers and to explore a possible collaborative relationship for data collection of students, faculties, and college administrators, etc.

B. WHEREAS in connection with the Purpose and even for initial feasibility studies, each of the Parties may exchange or disclose certain proprietary and/or confidential information, material, documents, etc. (hereinafter referred to as "Proprietary and/or Confidential Information" as described in Clause 1 hereinbelow) to the Other Party;

C. WHEREAS both Parties are desirous of protecting their Proprietary and/or Confidential Information disclosed, and both Parties wish to agree to the terms and conditions of use, disclosure, protection, etc. of the Proprietary or Confidential Information and the rules governing the same by means of this Agreement;

In consideration of the mutual promises and covenants contained in this Agreement and the mutual disclosure of confidential information, the Parties hereto agree as follows:

1) **CONFIDENTIAL INFORMATION**

a. For purposes of this Agreement, the Party receiving Confidential and Proprietary Information and such Party's Affiliates, as applicable, shall be referred to as the "Receiving Party" and the Party providing the Confidential and Proprietary Information, and such Party's Affiliates, as applicable will be referred to as the "Disclosing Party".

b. For the purpose of this Agreement all information provided by the Disclosing Party that is disclosed to the Receiving Party or to which the Receiving Party obtains access, for the Purpose, shall be presumed to be "Confidential Information" and shall mean and include any or all information whether identified or not and disclosed either in written or oral format by the Disclosing Party to the Receiving Party directly or indirectly and shall without limitation, include, specifications, computer software, data and know-how, copyrightable materials, programs, process techniques, formulae, inventions, marketing plans, strategies, business, financial, any or all intellectual property rights, product development plans, marketing, sales leads and work in progress; engineering, technical, manufacturing, service, commercial, client, customer, financial and personnel information relating to present and future business; and all nonpublic information furnished, disclosed, or transmitted, regardless of form. Confidential Information also includes such information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

2) **SUBJECT MATTER**

The Confidential Information contemplated for disclosure under this Agreement includes but is not limited to the following:

The Subject Matter of the Confidential Information to be disclosed:

(a) by the Dr. Parvathi R. is: Student data, Staff data & Curriculum
and

(b) by the Company is Guarantee not to disclose the student and faculty information collected from institution to any third party.

3) **EXCEPTIONS TO CONFIDENTIAL INFORMATION**

Notwithstanding anything to the contrary, Confidential Information of a Party shall not include any information, which the Receiving Party can demonstrate:

- a. is at the time of disclosure, in the public domain (e.g., by publication of a patent or by any other means) or later becomes part of the public domain for reasons not attributable to any unauthorized or wrongful act or omission of the Receiving Party or
- b. was in the Receiving Party's possession at the time of disclosure or is independently developed by the Receiving Party, without access/use or reference to the Disclosing

- Party's Confidential Information and where such development can be evidenced by the records of the receiving party as kept in the ordinary course of its business;
- c. is disclosed to the Receiving Party by a third party and Receiving Party was not aware that the third party had a duty of confidentiality to Disclosing Party in respect of the information;
 - d. is used or disclosed by the Receiving Party with Disclosing Party's prior written approval; or
 - e. Notwithstanding the foregoing, each Party may disclose the other party's Confidential Information to the extent required by the order of a court of competent jurisdiction, administrative agency or any other government body or by applicable laws, rules or regulations or pursuant to governmental proceedings, provided, however, that to the extent possible, each party shall give the other Party prior written notice of such disclosure and reasonably cooperates and assists the other party in its efforts to oppose or mitigate such disclosure; and

4) USE AND MAINTENANCE OF CONFIDENTIAL INFORMATION

The Receiving Party agrees not to use any Confidential Information for any purpose except to or the Purpose hereunder and to evaluate and engage in discussions concerning a potential research-based relationship between the Parties hereto. Receiving Party agrees not to disclose any Confidential Information to third parties or to its employees, excepting those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated research-based relationship, provided that they are advised of the confidential nature of the Confidential Information and are under an obligation to maintain its confidentiality. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information. The Receiving Party shall not reverse-engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody the Disclosing Party's Confidential Information provided to the Receiving Party hereunder. The Receiving Party shall not use the Confidential Information to procure a commercial advantage over Disclosing Party.

5) DESIGNATED REPRESENTATIVES

Each Party designates a representative for coordinating receipt, release, and delivery of Confidential Information, which, for the Institute, will be

(a) For the Institute

SWAROOPA . K . S

Asst. Prof

VET FIRST GRADE COLLEGE

swaroopa153@gmail.com

And

(b) for the Company will be

Prashant Kumar,

Business Development Associate,

prashant@codigoworld.com

9513477696.

6) RETURN OF CONFIDENTIAL INFORMATION:

Any material/s, document/s or information that has/have been furnished by the Disclosing Party to the Receiving Party in connection with this Agreement shall be promptly returned by the Receiving Party, accompanied by all copies of such documentation and any derivative works thereof to the Disclosing Party, upon expiration of this Agreement or upon the Disclosing Party's written request or at the completion of the collaboration between the Parties. In case of such Confidential Information that can only be destroyed and cannot be physically handed over/returned, then the Receiving Party shall destroy their Confidential Information and issue a written certificate certifying that destruction has taken place by listing out the details thereof. The Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party.

7) NO LICENSE OR OTHER RIGHTS:

The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other Party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information except the limited entitlement to use such Confidential Information in accordance with the Purpose under this Agreement. Neither Party shall make, have made, use, assign, duplicate, apportion or sell for any purpose any product or other item using, incorporating, or deriving from any Confidential Information of the other party.

8) NO WARRANTY:

All Confidential Information is provided "as is". Neither Party makes any warranties, express, implied, or otherwise, regarding its accuracy, completeness or performance, including any warranty as to merchantability, fitness for a particular purpose, accuracy, completeness or violation of third party intellectual property rights. Neither Party shall be liable to the other hereunder for amounts representing alleged loss of profits, loss of business, direct or indirect or consequential loss or damages to the other Party in connection with the provision or use of Information hereunder, except in cases which constitutes a breach of this Agreement. In no event shall either Party be liable to the other for punitive damages.

9) TERM:

This Agreement shall remain in effect for a period of one (1) year from the Effective Date unless otherwise terminated by either Party giving 30 days' notice to the other of its desire to terminate this Agreement. The terms may be extended by mutual agreement of the Parties, in writing. The obligations set forth in this Agreement shall bind the Parties for a period of three (3) years from the date of termination of this Agreement. Upon expiry or earlier termination, both Parties shall take all steps as provided for in Clause 6, above.

10) REMEDIES:

The Receiving Party agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief in addition to all legal remedies.

11) NO OBLIGATION:

Nothing herein shall a) obligate either Party to proceed with any transaction, whether contemplated or not, between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement, if any, and to also cease further disclosures, communications or other activities under this Agreement upon written notice to the other Party b) preclude either Party from engaging in discussions with any third Party(ies) regarding the Purpose, provided that the terms of this Agreement are strictly complied with during such discussions.

12) APPLICABLE LAW

This Agreement shall be construed, interpreted, and governed by the laws of India and shall be subject to the jurisdiction of the Courts in Bangalore.

13) SURVIVAL OF AGREEMENT

The Parties acknowledge and agree that the undertakings given about the Confidential Information shall survive the termination of this or any other Agreement between the Parties and shall continue to be in force in accordance with Clause 9 above, until such Confidential Information becomes public knowledge other than by breach of this Agreement.

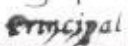
14) MISCELLANEOUS

- (a) This document contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions.
- (b) Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof.
- (c) This Agreement shall not be amended, nor any obligation waived, except by a writing signed by both Parties hereto.
- (d) The rights of the Parties under this Agreement shall not be assigned or transferred to any third person/s without the express prior written consent of the other Party.
- (e) Each Representative signing this Agreement warrants that he/she is authorized to sign for and bind the Organization he/she is representing.
- (f) This Agreement is valid and binding on the successors-in-title and permitted assigns of the respective Parties. The spirit of mutual trust and confidence shall be the underlying principle of this undertaking and the Parties agree to adhere thereto.
- (g) This Agreement may be executed in 2 (two) counterparts, each of which shall be an original and with each Party in possession of one such original, but both together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Mutual Non-Disclosure Agreement to be executed as of the Effective Date.

Vasavi Educational Trust Group of Institution
By its authorized signatory

Signature: 
Name: DR. R. PARVATHI

Title/Designation: ACADEMIC DIRECTOR & PRINCIPAL
Seal: 

V.E.T. FIRST GRADE COLLEGE
J.P. Nagar, Bangalore - 560 078

WITNESSES:

Signature: 

Name: BHARATHI P.S.
HOD/B.SC-FAD



Address: V.E.T. FIRST GRADE COLLEGE,
#18, 2nd phase, J.P. Nagar,
Bangalore - 560078

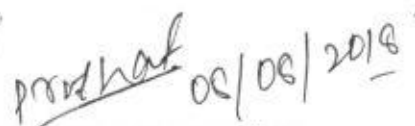
Title/Designation:
HEAD OF DEPARTMENT
B.Sc - FAD

Codigo Technologies (OPC) Pvt Ltd

By its authorized signatory

Signature: 
Name: For Codigo Technologies (OPC) Pvt. Ltd.

Title/Designation: 
Seal: 

Signature: 
Name: PRAJHANIT KUMAR
Address: Wic Walk India Management
pvt. Ltd. 9th floor Road 2 Corr,
- 1st Bellary Rd. Hubballi,
Bangalore - 560022

Title/Designation:
Business Development
Associate.

ಟಿಪ್ಪಣಿ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

MASTER "SOFTWARE AS A SERVICE" MANAGED SERVICES AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of 07/February/2014 ("Effective Date"), by and between **Vasavi Education Trust having 5 institutions** ("Customer"), with its principal place of business located at 14th Main, 2nd Phase, J.P Nagar, Bangalore- 560078, Karnataka, and **IOLITE TECHNOLOGIES (P) Ltd** ("Service Provider"), with its principal place of business located at No.13 , 1st Cross RRM Ext Bangalore 560027.

RECITALS

WHEREAS, Customer requires premise hosted third-party "software as a service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, Customer requested a proposal from Service Provider for such Services;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, Service Provider submitted a proposal to Customer to perform such Services on behalf of Customer;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, Customer has selected Service Provider to manage and provide the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and that the security and availability of Customer's data ("Customer Data," as further described herein) are critical to the operation of Customer's business; and,

WHEREAS, Service Provider has agreed to provide the Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. The Services.

1.1 **Purpose; Term.** This Agreement sets forth the terms and conditions under which Service Provider agrees to license certain hosted "software as a service" change management, technology upgrades, and training necessary for Customer's productive use of such software (the "Services"), as further set forth on an Exhibit A (sequentially numbered) in the form of the Exhibit A attached hereto or in other statements of "software as a service" work containing substantially similar information and identified as an Exhibit A. The Agreement and each Exhibit A shall remain in effect unless terminated as provided herein.

1.1.1 **Authorized Users.** Unless otherwise limited on an Exhibit A, Customer and any of its employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of Customer shall have the right to operate and use the same.

1.2 **Control of Services.** The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Customer.

1.3 **Time of Service Provider Performance of Services.** For the term of the applicable Exhibit A, as the same may be amended, Service Provider shall provide the Services during the applicable Service Windows and in accordance with the applicable Service Levels, each as described in an Exhibit A, time being of the essence.

- 1.4 Backup of Customer Data. As a part of the Services, Service Provider will provide necessary guidance and procedures for data back up, The responsibility of data back up lies with the customer and the customer is solely responsible for the Data.
- 1.5 Change Control Procedure. Customer may, upon written notice, request increases or decreases to the scope of the Services under an Exhibit A. If Customer requests an increase in the scope, Customer shall notify Service Provider, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Service Provider shall notify Customer whether or not the change has an associated cost impact. If Customer approves, Customer shall issue a change control, which will be executed by the Service Provider. Customer shall have the right to decrease the scope and the fee for an Exhibit A will be reduced accordingly.

2. Terms

- 2.1 The term of an Exhibit A (the "Initial Term") shall commence on the Effective Date and continue for five years thereafter. Following the Initial Term, an Exhibit A shall automatically renew for successive Number of years terms (each, a "Renewal Term") until such time as Customer provides Service Provider with written notice of termination; provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.

3. Services Levels.

- 3.1 Service Levels Reviews. Service Provider and Customer will meet as often as shall be reasonably requested by Customer, but no more than monthly, to review the performance of Service Provider as it relates to the Service Levels further described in Exhibit A.

4. Fees and Expenses. Customer shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained therein. Any sum due Service Provider for Services performed for which payment is not otherwise specified shall be due and payable thirty (10) days after receipt by Customer of an invoice from Service Provider

- 4.1 Billing Procedures. Unless otherwise provided for under an Exhibit A, Service Provider shall bill to Customer the sums due pursuant to an Exhibit A by Service Provider's invoice, which shall contain: (a) Customer purchase order number, if any, and invoice number; (b) description of Services rendered; (c) the Services fee or portion thereof that is due; (d); taxes, if any; and, (e) total amount due

5. Customer Resources and Service Provider Resources. In accordance with the terms set forth in Exhibit A, each party shall provide certain resources (Customer Resources and Service Provider Resources, as the case may be) to the other party as Customer and Service Provider may mutually deem necessary to perform the Services.

- 5.1 Customer Resources. If so described in an Exhibit A, where Customer provides resources (e.g., technology equipment) to Service Provider that are reasonably required for the exclusive purpose of providing the Services, Service Provider agrees to keep such resources in good order and not permit waste (ameliorative or otherwise) or damage to the same. Service Provider shall return the resources to Customer in substantially

the same condition as when Service Provider began using the same, ordinary wear and tear excepted. Customer shall provide the Customer Resources, if any, described in an Exhibit A.

- 5.2 Service Provider Resources. In addition to any Service Provider Resources described in an Exhibit A, the Service Provider shall, at a minimum, provide all of the resources necessary to ensure that the Services continue uninterrupted, considering the applicable Service Windows and Service Levels, that Customer Data is secure to the standards and satisfaction of Customer, and provide for an optimal response time for Customer's users of the Services.

6. Representations and Warranties.

- 6.1 Mutual Representations and Warranties. Each of Customer and Service Provider represent and warrant that:

- 6.1.1 it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- 6.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- 6.1.3 this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
- 6.1.4 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- 6.1.5 it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
- 6.1.6 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

- 6.2 By Service Provider. Service Provider represents and warrants that:

- 6.2.1 Service Provider is possessed of superior knowledge with respect to the Services;
- 6.2.2 Service Provider knows the particular purpose for which the Services are required;
- 6.2.3 the Services to be performed under this Agreement shall be performed in a competent and professional manner and in accordance with the highest professional standards;
- 6.2.4 Service Provider has the experience and are qualified to perform the tasks involved with providing the Services in an efficient and timely manner. Service Provider acknowledges that Customer is relying on Service Provider's representation of its experience and expertise, and that any substantial misrepresentation may result in damage to Customer;
- 6.2.5 the Services will achieve in all material respects the functionality described in an Exhibit A and the documentation of Service

Provider, and that such functionality shall be maintained during the Term;

7. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

7.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, customer, supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

7.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

7.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

8. Proprietary Rights.

- 8.1 Pre-existing Materials. Customer acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Service Provider.
- 8.2 Data of Customer. Customer's information, or any derivatives thereof, contained in any Service Provider repository (the "Customer Data," which shall also be known and treated by Service Provider as Confidential Information) shall be and remain the sole and exclusive property of Customer
- 8.3 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect the Confidential Information, Pre-existing Materials, or Customer Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or Customer Data.

9. General Indemnity. Service Provider agrees to indemnify, defend, and hold Customer, its officers, directors, agents, and employees (each, an "Indemnity" and collectively, the "Indemnities") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Service Provider, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) violation of any law or regulation; (c) Viruses; or, (d) breaches of any representations made under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of Customer, its officers, directors, agents, or employees.

10. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section shall survive the termination of this Agreement.

11. Complete Agreement

This Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

12. Modifications to Agreement

Modifications and amendments to this Agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

13. Governing Law

This Agreement shall be interpreted under the laws of the State of Karnataka, India. Any and all legal actions relative hereto shall be in the courts of Bangalore Jurisdiction only

14. Signatures

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

CUSTOMER

SERVICE PROVIDER

Authorized Signature

Authorized Signature

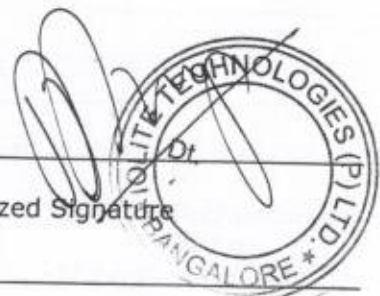


EXHIBIT A-_____

Service Provider's Software as a Service Statement of Managed Services

This Exhibit A - Service Provider's Software as a Service Statement of Work shall be incorporated in and governed by the terms of that certain Master "Software as a Service" Managed Services Agreement by and between **Vasavi Education Trust having 5 institutions**, ("Customer") and **IOLITE TECHNOLOGIES (P) Ltd** ("Service Provider") dated 07-2-2014, as amended (the "Agreement"). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

Services Description:	Installation ,Configuration , change management , user management , modules provided: Admission, Attendance , Examination , Fees Etc
Support Description:	Telephonic , email , on site if required
Training Description:	Proper to perform
Backup Requirements:	Daily at the end of the day
Service Windows:	9.30 to 5.30 weekdays
Service Levels:	Application Response Time : within 4 hours Support Response Time : 4 hours
Customer Resources:	Single point contact
Service Provider Resources:	Support Engineer
Responsibilities, Deliverables, and/or Activities:	Handholding the contact to ensure smooth functioning of the software , after initial setup , customer to do the data entry
Services Fees or Rate:	Rs: 2,50,000.00 per year (February to January year) to be same for two consecutive years ending Feb 2015 and Feb 2016, there after for the next 3 years an increment of 15% is applicable ..
Taxes And Duties	To be paid by the Customer
Payment Terms	40% along with P.O.30% by June 1 st ,balance 30%by November 1 st February
Start Date:	07 st February 2014
End Date:	06 th January 2019
Initial Term	5 Years


February
[Signature]

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Start Date.

Vasavi Education Trust

IOLITE Technologies Pvt Ltd
("Service Provider")

By: **VASAVI EDUCATIONAL TRUST**
[Signature]

By: *[Signature]*
Name : **P.A.Saji**
Title : **Director**
Date :


Name : **M. B. Baliswanth shetty**
Title : **President**
Date :

MASTER "SOFTWARE AS A SERVICE" MANAGED SERVICES AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of 07/February/2014 ("Effective Date"), by and between **Vasavi Education Trust having 5 institutions** ("Customer"), with its principal place of business located at 14th Main, 2nd Phase, J.P Nagar, Bangalore- 560078, Karnataka, and **IOLITE TECHNOLOGIES (P) Ltd** ("Service Provider"), with its principal place of business located at No.13 , 1st Cross RRMR Ext Bangalore 560027.

RECITALS

WHEREAS, Customer requires premise hosted third-party "software as a service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, Customer requested a proposal from Service Provider for such Services;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, Service Provider submitted a proposal to Customer to perform such Services on behalf of Customer;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, Customer has selected Service Provider to manage and provide the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and that the security and availability of Customer's data ("Customer Data," as further described herein) are critical to the operation of Customer's business; and,

WHEREAS, Service Provider has agreed to provide the Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:


1. The Services.

1.1 Purpose; Term. This Agreement sets forth the terms and conditions under which Service Provider agrees to license certain hosted "software as a service" change management, technology upgrades, and training necessary for Customer's productive use of such software (the "Services"), as further set forth on an Exhibit A (sequentially numbered) in the form of the Exhibit A attached hereto or in other statements of "software as a service" work containing substantially similar information and identified as an Exhibit A. The Agreement and each Exhibit A shall remain in effect unless terminated as provided herein.

1.1.1 Authorized Users. Unless otherwise limited on an Exhibit A, Customer and any of its employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of Customer shall have the right to operate and use the same.

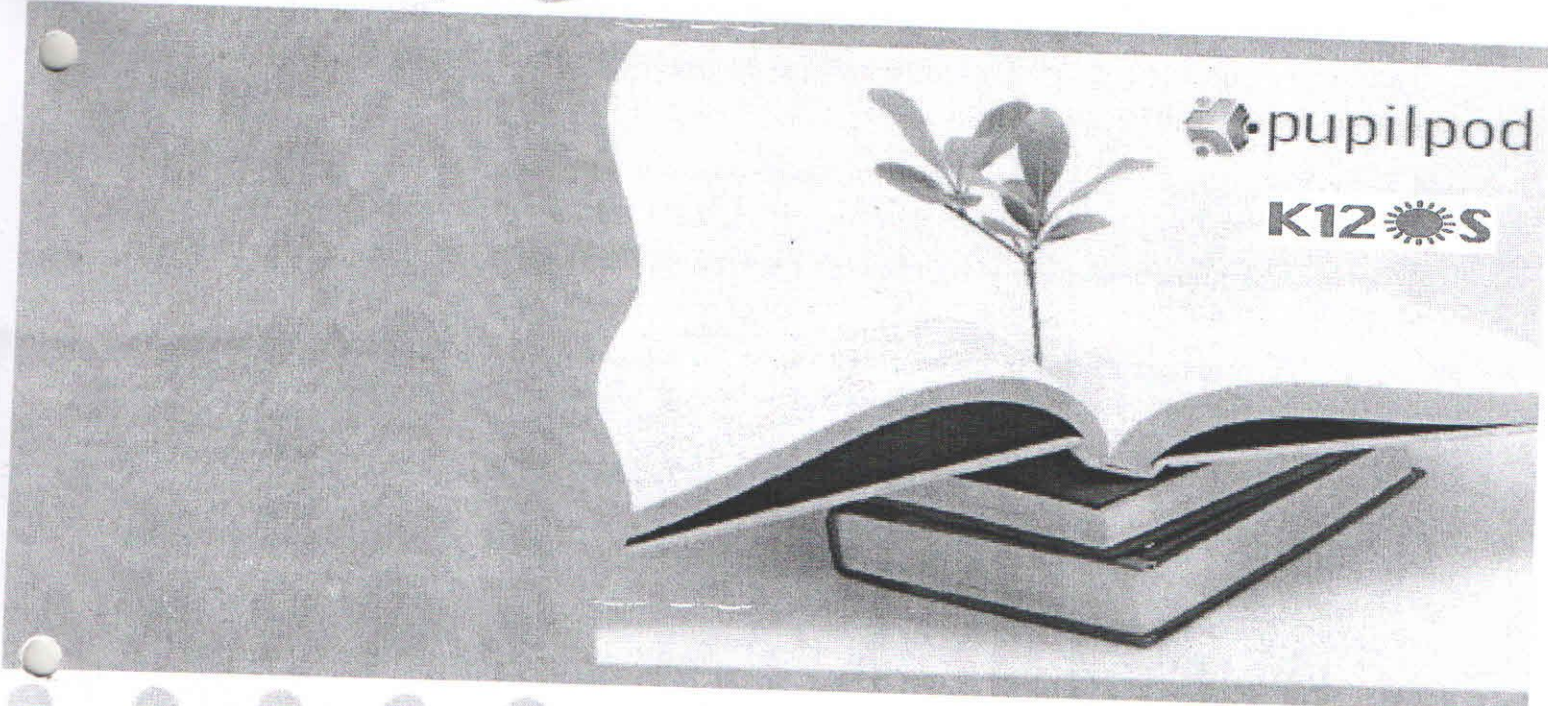
1.2 Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Customer.

1.3 Time of Service Provider Performance of Services. For the term of the applicable Exhibit A, as the same may be amended, Service Provider shall provide the Services during the applicable Service Windows and in accordance with the applicable Service Levels, each as described in an Exhibit A, time being of the essence.


For President
NOK → attached

Mc
pup

VALUEPOINT THOUGHTNET



SOFTWARE AS A SERVICE (SAAS)
CLIENT APPLICATION LICENSE AGREEMENT

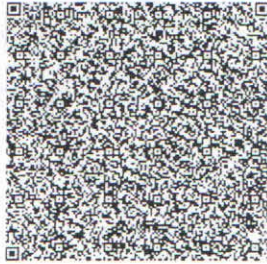


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA61266778212776Q
Certificate Issued Date : 24-May-2018 12:03 PM
Account Reference : NONACC (FI)/ kacrsf108/ JAYANAGAR2/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0867381518793441Q
Purchased by : VALUEPOINT THOUGHTNET PVT LTD
Description of Document : Article 12 Bond
Description : PRODUCT DELIVERY SERVICE AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : VALUEPOINT THOUGHTNET PVT LTD
Second Party : VASAVI EDUCATION TRUST
Stamp Duty Paid By : VALUEPOINT THOUGHTNET PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Authorized Secretary
The Karnataka State Registration & Stamps Department
Official's Multipurpose Co-operative Society Limited
Jayanagar Branch

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

SOFTWARE AS A SERVICE (SAAS) CLIENT APPLICATION LICENSE AGREEMENT

This Agreement is made by and between Valuepoint Thoughtnet Pvt Ltd. (hereinafter referred to as VPTN) a company incorporated in India and having its office at No.202, 2nd Floor, "Brigade Corner", Yediyur Circle, 7th Block, Jayanagar, Bengaluru-560 082., INDIA

AND

Vasavi Educational Trust, (hereinafter referred to as client) an Educational Institution in India having its office at No.18, 14th main, 2nd Phase, JP Nagar, Bengaluru - 560078.

Statutory Alert:

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

This Agreement and an Order Form attached, shall be hereinafter collectively referred to as the "Agreement." This agreement sets forth the scope of services delivered through our product platform named as PUPILPOD/K12OS, and terms and conditions for the features subscribed and for the duration mentioned in the attached order form with the number VPTN-VET/2018-19

1. Use of Software and Limitation of License

1.1 VPTN grants client a license to access and use the Service during the Term via the Internet under and subject to the terms of this Agreement. VPTN will host the Service. VPTN reserves the right to make changes and update to the functionality and/or documentation of the Service from time to time.

1.2 Client is licensed during the Term to display, and print the PUPILPOD/K12OS Content and to permit Users to access it only in connection with use of the Service. No other use of VPTN Content is permitted.

1.3 Client will not have any software component installed in their premises. All software will be hosted by VPTN and client is entitled to use the software for the period mentioned in the Order Form.

1.4 VPTN will deploy the PUPILPOD/K12OS Platform on a hosted environment and it will be accessible through existing website or micro site of PUPILPOD/K12OS.

1.5 Client will have access to a minimum of features mentioned in the Order Form. As a good will gesture VPTN may provide additional features without having the client to pay additional charges.

2. Appropriate Use of the Service

2.1 While Users may be any persons that client authorizes to use the Service for its business, including, but not limited to, client's employees and contractors, client may not sublicense, resell or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without VPTN's prior written consent.

2.2 Client agrees not to submit to the Service any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively "Objectionable Matter"). Client will be responsible to ensure that its Users do not submit any Objectionable Matter. In addition, VPTN may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the VPTN website; client and client's Users will be bound by any such rules. VPTN reserves the right to remove any client's data that constitutes Objectionable Matter or violates any VPTN rules regarding appropriate use, but is not obligated to do so. Client and client's users will comply with all applicable laws regarding client data, use of the Service and the VPTN Content, including laws involving private data and any applicable export controls. VPTN reserves the right to terminate this Agreement for cause in case the client materially breaches the provisions of this Section 2.

2.3 VPTN reserves the right to suspend or terminate immediately any client or user account or activity that is disrupting or causing harm to VPTN's computers, systems or infrastructure or to other parties, or is in violation of state or central laws regarding "spam," including, without limitation, Information Technology Act 2000. Any such spamming activity by client will be a material breach of this Agreement.

3. Passwords and Access

3.1 Client is responsible for all activities that occur under client's user accounts. Client is responsible for maintaining the security and confidentiality of all User usernames and passwords. Client agrees to notify VPTN immediately of any unauthorized use of any Service username or password or account or any other known or suspected breach of security.

4. Client Data

4.1 All client data submitted by client to VPTN, whether posted by client or by users, will remain the sole property of client to the full extent provided by law.

4.2 Client will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all client data.

4.3 VPTN will not use the client's data for any purpose other than to provide the service to client and for statistical reporting purposes. All the course material created in the system will be the property of Client and will not be transferred to any third parties during or after the period of contract. VPTN may aggregate anonymous statistical data regarding use and functioning of its system by its various Users. Such aggregated statistical data will be the sole property of VPTN.

4.4 VPTN will use commercially reasonable security measures to protect client data against unauthorized disclosure or use.

4.5 VPTN will take a backup of the full system on a daily basis and keep this data securely in redundant media in different physical places. On a quarterly basis during the Term, VPTN will make one backup of the then current client data available to the client on a CD/DVD in VPTN's standard format such as XLS, CSV and PDF formats.

5. RIGHTS AND OWNERSHIP

5.1 VPTN and its suppliers retain all rights in the Service and VPTN Content. This Agreement grants no ownership rights to client. No license is granted to client except as to use of the Service as expressly stated herein. The VPTN name, the VPTN logo, and the product names associated with the Service are trademarks of VPTN, and they may not be used without VPTN's prior written consent.

6. Restrictions on Use of the Software and Service

6.1 Client may not alter, resell or sublicense the Service or provide it as a service bureau. Client agrees not to reverse engineer the Service or its software or other technology. Client will not use or access the Service to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Service, (iii) make derivative works based upon the Service

or the VPTN Content or (iv) copy any features, functions or graphics of the Service or the VPTN Content. Client will not "frame" or "mirror" the Service. Use, resale or exploitation of the Service and/or the VPTN Content except as expressly permitted in this Agreement is prohibited.

7. Service Level Warranty

7.1 VPTN warrants during the Term of this Agreement that the Service will meet the applicable service levels

7.2 VPTN will provide email, web-based and help desk based support to the client. In addition VPTN will provide a single-point contact to escalate issues.

7.3 Upon raising a support issue VPTN will create a ticket and will respond to the client within 24 hours of raising the ticket.

7.4 VPTN will provide training to the users of the system at the client premises.

7.5 Except for routine maintenance and unforeseen outages PUPILPOD/K12OS Platform will be available at all the times. Any scheduled downtimes will be intimated in advance as soon as it is scheduled.

8. Customization

8.1 VPTN will provide the customizations specific to the client as agreed in the proposal. These customizations are agreed upon during the sales negotiations and are tied to the price determined per this agreement. Any new customization requested by the client during the term of the services will be taken up as a independent Work order and VPTN will have the right to accept or reject the request. VPTN may revise the price upon fulfilling the request and will re-enter into another agreement.

8.2 VPTN considers the customizations to be part of the product offering and not as separate professional services order. VPTN will retain all rights on the customizations and will provide no rights to the client.

9. Exclusions

9.1 PUPILPOD/K12OS platform is designed to be used by the end users of the client. VPTN will not be responsible for any data entry once the system is setup for the client. However as a goodwill gesture, VPTN will enable the client to do data entry on Premises or on off Premises Model through minimal agreed prices mentioned in the order form.

9.2 VPTN is not responsible for any content to be published by the client.

10. Termination

10.1 Either party will be entitled to terminate this arrangement arrived at between the parties as set out herein, without cause at any time by serving of a ninety (90) days notice in writing to the client/VPTN.

10.2 Upon termination of the Services VPTN will provide the database of the client in a CD/DVD Media within 30 days of termination.

10.3 Upon termination client will have no access to PUPILPOD/K12OS platform. In good spirit, VPTN will provide the necessary knowledge transfer to the new vendor. VPTN will not spend more than 10 man days of total effort towards the knowledge transfer.

11. Limitation of Liability

11.1 VPTN will not be liable for any indirect, or incidental or consequential damages of any type, including lost profits, or lost data, arising out of or in connection with this Agreement or the services, even if it has been advised by THOGHTNET of the possibility of the damage and even if VPTN asserts or establishes a failure of essential purpose of any limited remedy provided in this Agreement. The total liability of VPTN shall not exceed the amount paid to VPTN under this Agreement during the immediate 3 months period preceding the date of any such claim.

12. Confidentiality

12.1 Both parties shall maintain the confidentiality of the existence and Terms of this Contract, Commercial Terms, and documents received under this Agreement. Either party shall not share this information without expressed written-consent from the other party. In particular, neither party shall use each other's name, logo, trademark, or any other symbol or design without the prior written permission of other party.

12.2 VPTN will not use or disclose client data for any purpose outside of the services.

SERVICE LEVEL AGREEMENT

This document outlines the service level agreement for Vasavi Educational Trust, Bangalore provisioned with Services of PUPILPOD/K12OS provided by VPTN. VPTN will provide support and services to the client at any point of time between 9AM to 5PM on all working days.

13.1 Service Level Agreement

This document contains the Service Level Agreement of VPTN for subscription of PUPILPOD/K12OS by the Users. Please read it carefully as this is the official agreement in force at the present time. The agreement listed below supersedes any other written document you may have prior to today's date. Exhibits to this agreement are also available highlighting additional terms. If you have questions or comments about this agreement, please do not hesitate to contact us.

13.2 SLA Objective

THIS SERVICE LEVEL AGREEMENT ("Agreement" or "SLA") shall apply to all Services of PUPILPOD/K12OS provided by VPTN as per agreed PUPILPOD/K12OS modules expressly as an addendum to the Terms of Service ("TOS") for each customer/client/consumer/domain/administrator/end user/user ("USER"). VPTN is committed to providing a highly available and secure service to support its USERS. Providing the

USER with consistent access to PUPILPOD/K12OS Services is a high priority for VPTN and is the basis for its commitment in the form of a SLA. The SLA provides certain rights and remedies in the event that the USER experiences service interruption as a result of failure of PUPILPOD/K12OS services infrastructure. The overall service availability metric is 99.95%, measured on a monthly basis.

13.3 Term Definitions

For the purpose of this Service Level Agreement, the terms in bold are defined as follows:

13.4 Available or Availability

When the USER who's account is active and enabled has reasonable access to the PUPILPOD/K12OS Services provided by VPTN, subject to the exclusions defined in Downtime Minutes below.

13.5 Access Time

24/7 till the last day of Contract as per Work Order

13.6 Maintenance Time

The time period during which the PUPILPOD/K12OS Service may not be Available each month so that VPTN can perform routine maintenance to maximize performance, is on an as needed basis.

13.7 Downtime

The total number of Hours that the USER cannot access the PUPILPOD/K12OS Service. The calculation of Downtime hours excludes time that the USER is unable to access the PUPILPOD/K12OS Services due to any of the following:

- (a) Maintenance Time
- (b) USER's own Internet service provider
- (c) Force Majeure event
- (d) Any systemic Internet failures
- (e) Enhanced Services
- (f) Any failure in the USER's own hardware, software or Network connection
- (g) USER's bandwidth restrictions
- (h) USER's acts or omissions
- (i) Anything outside of the direct control of VPTN's PUPILPOD/K12OS Services

13.8 Problem Response Time

The time period after VPTN's confirmation of the Service event, from receipt of the information required from the USER for VPTN's PUPILPOD/K12OS Support Team to begin resolution and open a trouble ticket in VPTN Internal process systems. Due to the wide diversity of problems that can occur, and the methods required to resolve them, problem response time IS NOT defined as the time between the receipt of a call and problem resolution. After receiving a report of fault, VPTN shall use a reasonable method to provide USER with a progress update.

13.9 Maintenance Notices

VPTN will communicate the date and time that it intends to make the PUPILPOD/K12OS Services un-Available via an email at least forty-eight (48) hours in advance (or longer if practical). The USER understands and agrees that there may be instances where VPTN needs to interrupt the

PUPILPOD/K12OS Services without notice in order to protect the integrity of the PUPILPOD/K12OS Services due to security issues, virus attacks, spam issues or other unforeseen circumstances. Below are the Maintenance Windows and their definitions

13.10 Emergency Maintenance

These change controls happen immediately with little notification ahead of time; however, we will post the information to on the User portal site or may be an email be sent soon before or after or during the change.

13.11 Preventative Maintenance

These change controls are when we detect an item in the environment that we need to take action on, to avoid emergency change controls in the future. These change controls, if possible, will usually occur in low peak hours with peak being defined by our network metrics.

13.12 Planned Maintenance

These are change control's being done to:

- Support on-going product and operational projects to ensure optimal performance
- Deploy non-critical service packs or patches.
- Periodic redundancy testing.

Where possible planned maintenance will be posted 5-days prior; however, certain circumstances may preclude us from doing so, such as an external vendor issuing a change control to VPTN, e.g. the power company alerting us to perform power testing 48 hours ahead of time.

14 USER Responsibilities

14.1 Minimum Requirements

The required configurations USER must have to access the PUPILPOD/K12OS Services include:

- Internet connection with adequate bandwidth
- Internet Browser with Flash player installed

14.2 PUPILPOD/K12OS Services Portal

The PUPILPOD/K12OS Services portal is provided to all USERS enabled with PUPILPOD/K12OS Services from VPTN, therefore the USER can manage their own account and services. The USER should use discretion when granting administrative privileges within PUPILPOD/K12OS Portal. For liability purposes The Support Team is not permitted to access nor perform tasks via the USER Control access. SMS services are billable beyond allocated SMS count as per the work order by VPTN. VPTN is not responsible for any downtime related to User side downtime issues. VPTN is not responsible for any negligence where a user granted rights to the PUPILPOD/K12OS portal is disabled/deleted by a User. Please note that in the case of negligence, VPTN may/may not have the ability to restore data as data restoration is reserved for disaster recovery purposes. If data is lost due to negligence and it is determined that the data or a fraction of the data can be restored by using professional service.

15.0 Service Levels

15.1 Term of the Service Level Agreement

This Service Level Agreement shall only become applicable to the PUPILPOD/K12OS Services upon the later of (a) completion of the "stabilization period," as such term is defined in the Statement of Work (if any), or (b) (30) days from the provisioning of PUPILPOD/K12OS Services.

15.2 Measurement

VPTN uses a proprietary system to measure whether the PUPILPOD/K12OS Services are Available and the USER agree that this system will be the sole basis for resolution of any dispute that may arise between the USER and VPTN regarding this Service Level Agreement.

15.3 Problem Response Time

Severity	Description	Initial Response time	Expected customer response	VPTN Internal
Sev. 1	Critical business impact Customer cannot perform some business activity and there are no work arounds. Ex: Website is not reachable / Cannot send SMS /	Within Two hour	SPOC to immediately acknowledge / update the status of the issue to customer through email.	Escalate to Engg. and get the relevant persons engaged. Notify account manager
Sev. 2	Significant Business Impact A critical problem with a major feature not working or seriously impaired, but either a temporary workaround exists or operations can continue in a restricted fashion. Ex: Cannot target SMS – but can send individual / Report not working – can send report from backend.	Within 4 hours	SPOC to acknowledge / update the status of the issue to Customer through email.	Escalate to Engg. & get the relevant persons engaged. Notify account manager
Sev. 3	Minimal Business Impact Product features unavailable but a workaround exists and the majority of functions are still useable. Minor function/feature failure that the customer can easily circumvent or avoid.	Within 1 business day	SPOC to acknowledge / update the status of the issue to Customer through email.	Report to account manager.

	Customer's work has minor loss of operational functionality. Ex: Reports are taking too long			
Sev. 4	Nominal Business Impact Minor problem or question that does not affect the functionality such as How to, documentation, general questions, or enhancement requests. There is no impact to product usage or customer's operations.	Within 1 business day	SPOC to acknowledge / update the status of the issue to Customer through email.	Report to account manager.

15.4 Remedy and Procedure

The USER's remedy and the procedure for obtaining the USER's remedy in the event that VPTN fails to meet the Service level metrics set forth above are as follows:

15.5 To qualify for remedy:

- (a) There must be a support ticket documenting the event within 24 hours of the service interruption
- (b) USER account must be in good standing with all invoices paid and up to date

The USER must notify VPTN in writing within (1) one business days by opening a support ticket and providing the following details:

- List the type of PUPILPOD/K12OS Service that was affected
- List the date the Downtime Minutes occurred
- List user(s) Display Name and E-mail address affected by Downtime Minutes
- List an estimate of the amount of actual Downtime Minutes/Hours/Days
- Ticket number of the documented event (if any)

VPTN will confirm the information provided in the Ticket reply within One(1) business days of receipt of the Ticket. If VPTN cannot confirm the Downtime Minutes/hours, then the USER and VPTN agree to refer the matter to executives at each company for resolution.

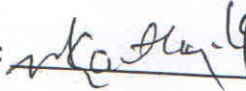
Other Exhibits to this Service Level Agreement may be available for PUPILPOD/K12OS Services provided by VPTN Eg. Payment terms etc... The SLA Exhibits must be agreed to as per the defined Service Level Agreement prior to executing use of the PUPILPOD/K12OS Services.

16. Applicable Law and Jurisdiction

16.1 This arrangement will be governed in all respects by the Laws of India and Courts in Bangalore shall have jurisdiction to try and adjudicate any dispute arising hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the authorized representatives on the day and year first above written.

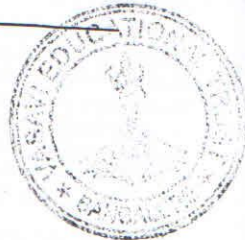
VALUEPOINT THOUGHTNET PVT LTD

By: 
(Authorized Signatory)
Date:
Place: Bangalore



VASAVI EDUCATIONAL TRUST

By: 
(Authorised Signatory)
Date:
Place: Bangalore





Memorandum of Understanding

This MOU is executed by VET First Grade College, having its premises at 18, 14th Main, 2nd Phase, JP Nagar, Bangalore 560078, hereinafter referred to as the "Party No.-1"

AND

INNER CIRCLE, having its office at 001, COMFORT H PARADISE, 223, IST A CROSS, BDA LAYOUT, BYRASANDRA, JAYANAGAR IST BLOCK, BANGALORE 560011 through its authorized representative

Representative DEEPAK JUSTIN, S/o JUSTIN G RAJKUMAR, Aged 47 years, designation CEO, hereinafter referred to as the "Party No.-2 (Which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its liquidators, heirs, representative, administrators, executors, successors and assigns).

It has been decided between the parties to this agreement that the Party No.-2 shall provide support to the students of the skill training and Party No.-1 shall provide necessary infrastructure facilities to impart training to candidates.

Now this agreement is made on Monday the 27th of November 2017 at VET First Grade College Premises
Witnesses as under

SCOPE


The Party No.-1 and the Party No.-2 hereby agree to associate themselves towards delivering services as per the scope defined below:

1. That the Party No.-2 will provide skill training to the trainees' after registering them under guidance of Party No.-1.
2. It is further agreed that this agreement is being signed by the parties without any pressure, coercion, influence, or any type of compulsion.
3. The payment amount and terms will be decided on an assignment to assignment basis with the mutual consent of one another
4. In the event of the non availability of the principal trainer of Party No.2, namely Deepak Justin, an alternate trainer will be provided for the training
5. **TERMINATION:** It is hereby agreed between the parties to this agreement that this agreement shall be valid up to 31st March 2020 This MOU may be terminated by either party at any time by serving a notice of 1 calendar month. However, any obligations from either side, accrued during the term shall be fulfilled.

- 6. **DISPUTES:** Any controversy or claim arising out of or relating to this MOU, or the breach thereof, will be settled through arbitration as per the provisions of Indian arbitration Act.
- 7. **AMENDMENT:** This AGREEMENT may be amended only by a written instrument signed by the duly authorized representatives of both Parties.
- 8. **PARTIAL INVALIDITY:** If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

IN WITNESS WHERE OF the parties hereto have executed these presents the day and year herein above written.

WITNESSES:

01. Narayanalingam S. H.


02. Shilpa R
Shilpa R

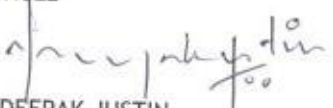
FOR VET EDUCATIONAL TRUST

Signature : 

Name : Dr. R. Parvathi

Designation : Principal

FOR M/s. INNER CIRCLE

Signature : 

Name : DEEPAK JUSTIN

Designation : CEO