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DP 260644

MASTER SOFTWARE SERVICES AGREEMENT

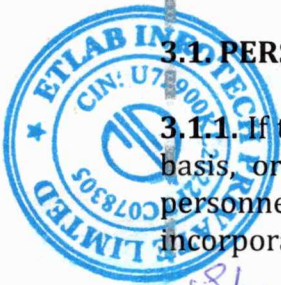
1. This Master Consulting Service Agreement 'Agreement' is entered into as of 06-03-2023 between Principal, Sree Narayana Gurukulam College of Engineering (hereinafter referred to as SNGCE) having its office at Kadayiruppu, P.O, Kolanchery, Ernakulam, Kerala-682311 and ETLAB Infotech Private Limited (hereinafter referred to as 'ETLAB') having its office at 3rd Floor, CKR junction, Kannur -Kerala-670004.

2. During the term of the Agreement, ETLAB agrees to provide professional services to SNGCE which SNGCE may authorize, from time to time, by the execution of Work Orders as described in this Agreement.

3. ETLAB agrees to provide services to SNGCE and SNGCE agrees to accept said services and pay ETLAB for same as follows:

3.1. PERSONNEL AND RATES.

3.1.1. If the Work Order provides for services to be performed on a time and materials basis, or for a fixed time, ETLAB will provide to SNGCE the various categories of personnel specified at the rates specified in all Work Order(s) issued under and incorporated into this Agreement.



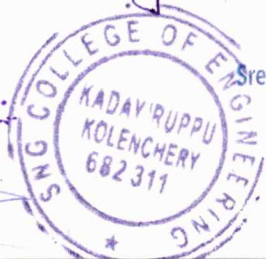
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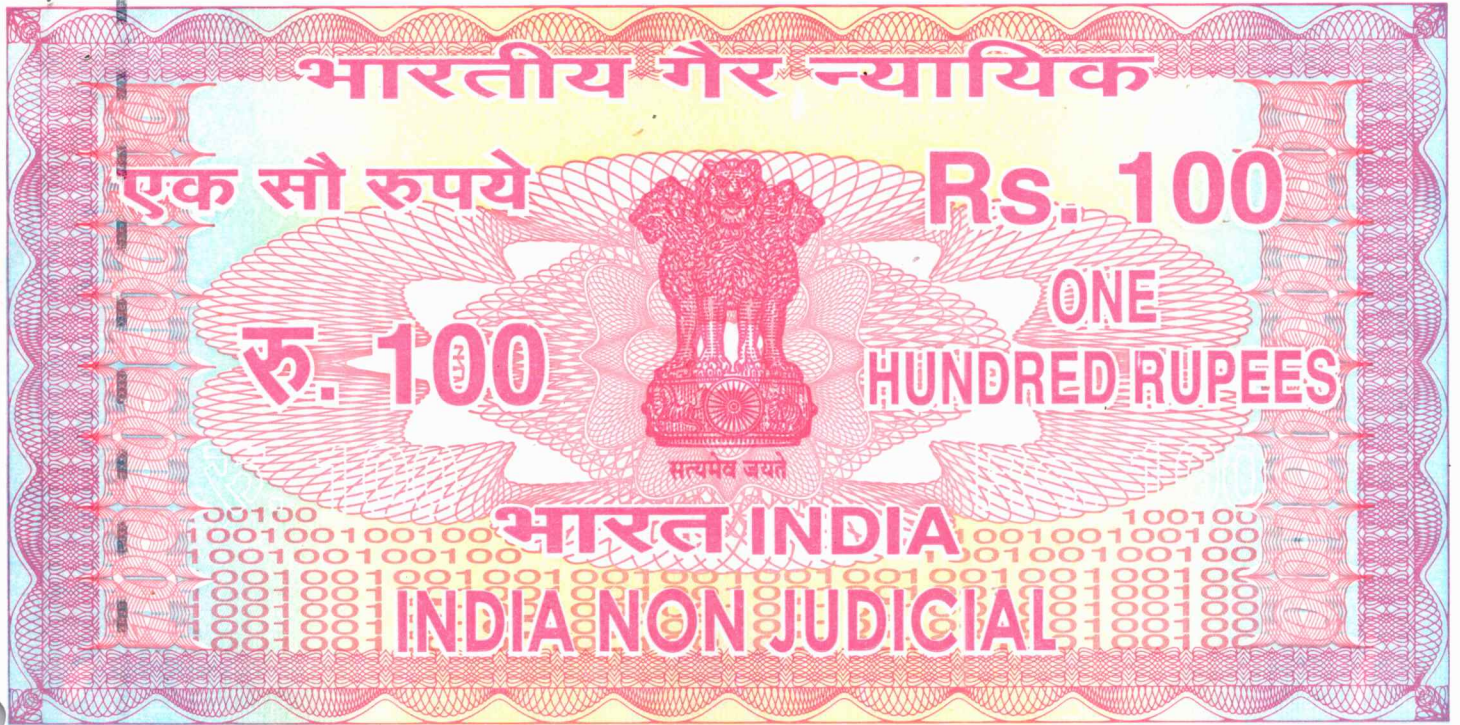
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Kannur



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(Dr. Kemthose P. Paul)
PRINCIPAL
Sree Narayana Gurukulam College of Engineering
Kadayiruppu P.O., Kolanchery - 682311
Tel: 0484 - 2597800



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3.1.2. If the **Work Order** is a fixed price Work Order, ETLAB shall specify the personnel to be used to perform the services requested.

3.1.3. SNGCE has the right of refusal or approval of man power and project or any kind of services presented by ETLAB, but such right shall be exercised reasonably, and ETLAB shall be given reasonable discretion for Fixed Price Work Orders.

3.2. **DIRECTION AND CONTROL.** ETLAB shall be an independent contractor, and control the method and manner of performing the work to be completed. ETLAB shall be responsible for supervision and control of any ETLAB employees who perform services pursuant to a Work Order. All such persons shall be employees of ETLAB and not of SNGCE. The responsibility for specification of the work to be performed and the specific services hereunder shall be exclusively that of SNGCE. The function and direction of ETLAB personnel, and the services to be performed, will be detailed in the appropriate Work Order.

4. WORK ORDERS (PROPOSAL)

4.1. Changes / Modifications to any existing subscribed module shall not be considered as a work order, but a request for an additional module can be considered for a work order. Each Work Order (proposal) shall be issued in accordance with the terms of this Agreement, and will contain, where required by SNGCE, estimate(s) of cost, time and/or funding limitations.



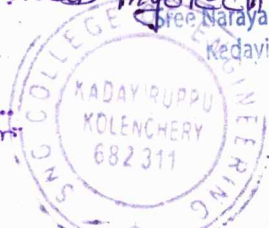
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142455 നോ. Director, Etlab Inyotech Pvt Ltd
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All Work Orders or other forms of written authorization shall be subject to the terms and conditions set forth in this Agreement. In the event any conditions contained in a Work Order conflict with any terms, conditions, or clauses in this Agreement, the provisions of this Agreement shall govern, unless clearly and specifically stated otherwise in the Work Order, and specifically reviewed by and authorized by SNGCE and ETLAB. In the event of an ambiguity between the Work Order and this Agreement, the terms of this Agreement shall control.

4.2. Work Orders (proposal) shall be written as Fixed Price and Fixed Time

4.2.1. Fixed Price Work Orders (proposal) shall specify a fixed price for which a specific task shall be performed to completion by a date certain. It shall be the responsibility of ETLAB to complete the task and all of the deliverables for the price stated in the time required.

4.2.2. Fixed Time Work Orders (proposal) shall specify one or more individuals whose services shall be provided to SNGCE for a fixed time at an agreed compensation rate. All Fixed Time Work Orders (proposal) may be terminated only on 30 days' notice.

4.3. ACTIVATION OF WORK ORDERS.

The following procedure will be followed to initiate and activate a Work Order under this Agreement.

4.3.1. ETLAB or SNGCE will prepare a Work Statement on a Work Order and submit such form in duplicate, together with all appropriate technical attachments, to the other party for approval.

4.3.2. SNGCE upon its acceptance shall execute the Work Order and return one fully executed copy to ETLAB.

4.3.3. A Work Order shall become effective only when signed by both parties

4.4. TIME REPORTS

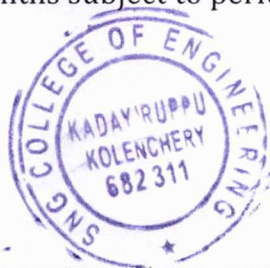
With the exception of Fixed Price Work Orders, for which Time Reports will be waived, ETLAB shall prepare and submit to SNGCE monthly, or as otherwise specified in the Work Order, time reports showing the total number of hours worked for each of ETLAB employees performing services pursuant to the applicable proposal issued by ETLAB. SNGCE should review each time report, sign it and return it to ETLAB designated staff member without undue delay. SNGCE signature will signify that SNGCE approves the accuracy of the itemization of hours and authorizes payment therefore.

5. TERM OF AGREEMENT.

This Master Agreement shall be effective when signed by both the parties and shall remain valid for a period of up to 36 months subject to performance in accordance with the obligations of both parties to it.



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(Dr. Kemthose P. Paul)
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6. INDEMNIFICATION.

SNGCE hereby agrees that it will defend, at its own expense, any claim or suit brought against it by third parties (not affiliates of SNGCE) arising from or related to any act or omission of SNGCE. SNGCE further agrees to indemnify ETLAB against any award of damages and costs (including reasonable attorney's fees) made against ETLAB arising from or related to any act or omission of SNGCE. Indemnification of costs shall extend only to actual costs assessed. SNGCE obligation to indemnify ETLAB as set forth above is conditioned on SNGCE giving ETLAB prompt written notice of all claims, providing reasonable cooperation in their investigation and defense, and permitting SNGCE to defend ETLAB at SNGCE expense with legal counsel of SNGCE choice.

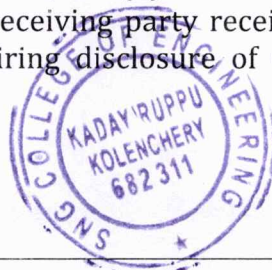
Notwithstanding the above, ETLAB will not be required to defend or indemnify SNGCE with respect to losses or expenses caused by SNGCE'S own negligence or willful misconduct and vice versa. In the event of claims combining assured and non-assured allegations, ETLAB shall provide costs of defense, but remains obligated to pay only those damages assessed as the result of acts or omissions of ETLAB. SNGCE shall have the right to participate in any action with counsel of SNGCE'S choice at SNGCE's expense.

7. CONFIDENTIALITY.

7.1. Confidential materials furnished by SNGCE relating to the performance of any Work Order, and SNGCE's software and hardware are the property of COLLEGE OF SNGCE and shall be treated as 'confidential' and shall not be disclosed to third parties by ETLAB and its employees without SNGCE 's prior approval.

7.2. Confidential materials furnished to SNGCE by ETLAB relating to the performance of any Work Order, and ETLAB software and hardware are the property of ETLAB and shall be treated as 'confidential' and shall not be disclosed to third parties by SNGCE and its employees without ETLAB prior approval. This shall not apply to materials necessary to utilize the Deliverables or to derive the intended benefit of the Deliverables, which may be disclosed but only to the extent necessary to permit SNGCE to utilize the Deliverables for their intended purpose.

7.3. ETLAB and SNGCE ('Parties') shall not use or disclose to any third party any such Confidential Information. Parties agree to take all necessary steps to protect any Confidential Information with at least the same degree of care that Parties uses to protect its own confidential and proprietary information of like kind, but not less than reasonable care. Parties shall not use Confidential Information other than to perform Services in accordance with this Agreement and for the creation and tendering of Deliverables in accordance with this Agreement. A party's Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omissions of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party. In the event that a receiving party receives a binding request from a governmental agency or court requiring disclosure of Confidential Information, the



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receiving party will notify the disclosing party in sufficient time to permit the disclosing party to object to and defend against the disclosure.

7.4. ETLAB and SNGCE ('Parties') shall not use or disclose to any third party any Confidential Information such as Student, Staff and Institutes related materials and information. ETLAB undertakes that the stored/entered data relating to Students, Teachers or other staff members and all other data's of SNGCE.

7.5. ETLAB undertakes that the stored/entered data relating to students, teachers or other staff members of SNGCE shall be kept confidential and shall not be issued/disclosed/ transferred to any third party. If any staff/student/parents complaints about any data misuse, ETLAB alone shall be held responsible for the same.

8. OWNERSHIP RIGHTS IN DELIVERABLES.

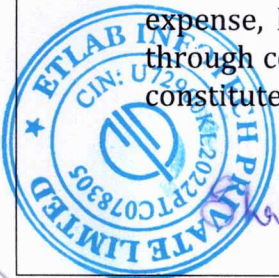
8.1. SNGCE acknowledges that the Deliverables may in whole or in part be created using ETLAB prior acquired knowledge, skill and expertise, and may include ETLAB proprietary information and prior developed intellectual property of ETLAB, which ETLAB shall continue to own and have an unrestricted right to use for other purposes. ETLAB may retain archival copies of the Deliverables for internal use of ETLAB and nothing herein shall prevent ETLAB from continuing to use ETLAB information, knowledge, skill and/or expertise for other purposes

8.2. Upon termination or expiration of this Agreement, all software, documentation or materials belonging to ETLAB or SNGCE shall be returned to the respective owner thereof and no copies shall be retained by the non-owning party unless the respective owner consents thereto. This shall not include documentation or other materials necessary for SNGCE to properly utilize the Deliverables and/or products developed.

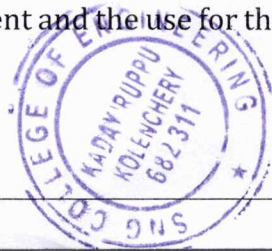
9. WARRANTIES AND REPRESENTATIONS OF ETLAB.

9.1. ETLAB warrants that all work performed shall be done in a good and professional manner in accordance with the standards in ETLAB profession.

9.2. **Intellectual Property:** ETLAB warrants that it owns or has the rights to, and the power and authority to transfer the Deliverables to SNGCE and that it has the rights in the Deliverables granted hereby. ETLAB further warrants that the Deliverables shall be delivered free of any rightful claim of any third party for infringement, copyright, trade secret, or other intellectual property right. ETLAB shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that SNGCE gives ETLAB prompt notice of any such claim of which it learns. No such settlement which prevents SNGCE from continuing to use the Deliverables as provided herein shall be made without SNGCE's prior written consent. In all events, SNGCE shall, at its own cost and expense, have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. If the Deliverables, or any part thereof, are held to constitute such an infringement and the use for the purpose intended of said Deliverables



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(Dr. Kemthose P. Paul)
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is enjoined, then ETLAB shall, at its reasonable expense and option, either procure for SNGCE the right to continue using same, or replace same with a non-infringing product, or modify same so it becomes non-infringing.

9.3 ETLAB agrees that in cases where ETLAB executes a project where the conceptualization was done entirely by SNGCE, all Deliverables, which means and includes all reports, designs, diagrams, studies, conclusions, recommendations, analyses and other materials developed, generated or produced by ETLAB pursuant to a Work Order, including, but not limited to, analysis, design, custom programming, documentation shall be exclusively owned by SNGCE and shall be used by SNGCE for use as a contribution to a collective work, and considered a "WORK MADE FOR HIRE" as that term is defined for copyright and other purposes.

10. EMPLOYEE SOLICITATION.

During the term of this Agreement, and for Three year after the termination of this Agreement and all Work Orders, neither party will solicit or employ employees of the other party without the permission of the other Party.

11. EMPLOYEE ROTATION.

ETLAB reserves the right to replace ETLAB employee at any installation of SNGCE during the performance of any Work Order(s) provided that such replacement employee shall possess substantially equivalent training, skills and level of competence required to perform assigned duties as defined in the Work Order. Provided further, however, that as to certain employees of ETLAB which SNGCE shall identify as key persons in any Work Order, substitution of such persons shall be with the agreement of SNGCE and SNGCE may terminate a Work Order if a key person terminates and cannot be replaced to the satisfaction of SNGCE.

12. INVOICES AND PAYMENTS.

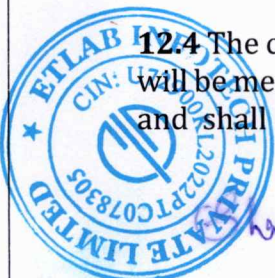
Invoicing and payment shall be as specified in a Work Order, and SNGCE will pay to ETLAB the invoice amounts within 7 days after receipt of invoice subject to clause 21.2.

12.1 SNGCE hereby agrees that when SNGCE and ETLAB enters into an agreement on a work order to be executed by ETLAB, SNGCE will be the customer of ETLAB regardless of who the actual end-client is, and that it will be completely SNGCE's responsibility to make payments on invoices in the stipulated time, regardless of whether the end-client as made the payment or not.

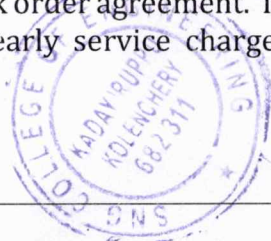
12.2 Payment schedule will depend entirely on the Proposal approved, and will be detailed in the Work Order agreement.

12.3 All monetary transactions will be in Indian Rupees only, and payments to ETLAB should be done by depositing the amount in the bank account controlled solely by ETLAB

12.4 The cost model for support will depend solely on the work order to be executed, and will be mentioned in the work order agreement. It can either be a percentage of the quote and shall be collected as yearly service charges, or (for clients who do not require



(Signature)
Name: N.P.



(Dr. Kemthose P. Paul)
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constant maintenance and support) an amount that depends on the time, effort and manpower used to provide support.

13. TERMINATION OF AGREEMENT.

13.1. Either party by written notice of not less than 30 days may terminate this Agreement; however, the terms provided in Sections 6, 7 and 8 shall survive any such termination.

13.2. All Work Orders executed prior to the effective date of termination of this Agreement shall be completed as if this Agreement were still in force and effect, unless the Work Order has also been terminated in accordance with this Agreement, or in accordance with the Work Order.

14. TERMINATION OF WORK ORDERS.

14.1. Without Cause. Any individual Work Order under this Agreement may be terminated, in whole or in part, by SNGCE, upon not less than 30 days written notice to ETLAB, for reasons SNGCE shall determine that such termination is in its best interest. SNGCE shall be obligated to pay for time, materials and project related expenses incurred prior to the termination date, and any irrevocable expenses committed to by ETLAB prior to notice of cancellation.

14.2. SNGCE may terminate this Agreement and any Work Order immediately upon notice to ETLAB for any material breach of this Agreement, subject to ETLAB's right to cure any breach within 15 days of the date of the Notice.

14.3. ETLAB shall, on or before the date of termination, turn over to SNGCE all programs, documentation, reports, data, flow diagrams, materials, and all work in process generated during the performance of the terminated Work Order. If this Agreement is terminated because of breach by ETLAB, SNGCE may, but shall not be obligated to, accept any Deliverables, or part thereof completed by ETLAB up to the termination, and for any Deliverables accepted, SNGCE shall pay ETLAB in accordance with the provisions of the Work Order, or in such reasonable amount as the parties agree.

15. NOTICES

Any notice or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally or sent by facsimile, e-mail, registered mail or certified mail, postage prepaid and addressed as noted in the preamble of this Agreement, provided however, that any invoices to SNGCE shall be sent to SNGCE

16. INDEPENDENT CONTRACTOR.

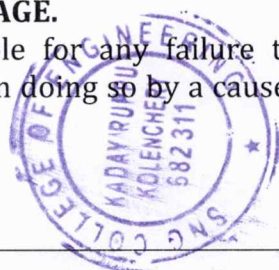
In making and performing this Agreement, the parties act and shall act at all times as independent contractors, and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party.

17. FORCED WORK STOPPAGE.

Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without



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limiting the generality of the foregoing, such causes include Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the party.

18. ASSIGNMENT.

Except as provided herein, this Agreement may not be assigned except upon the written Agreement of the parties. This Agreement may be assigned by ETLAB without SNGCE approval, to any entity, which shall mean any affiliated entity, or any entity in which ETLAB has a financial or other legal interest upon the written consent of SNGCE.

19. Commencing as of the Agreement Date, ETLAB will not enter into any new or amend any existing agreements or arrangements, with Third Parties and SNGCE's customers, particularly with the customer for whom ETLAB is providing the services for which the Master Service Agreement is entered, without SNGCE's written consent. ETLAB represents and warrants that all obligations with respect to the Third-Party Contracts, accruing prior to or attributable to periods prior to the applicable Service Agreement Effective Date have been satisfied.

19.1 Commencing as of the Agreement Date, SNGCE will not enter into any new or amend any existing agreements or arrangements, with Third Parties and ETLAB's customers, without ETLAB's written consent. SNGCE represents and warrants that all obligations with respect to the Third-Party Contracts, accruing prior to or attributable to periods prior to the applicable Service Agreement Effective Date have been satisfied.

20. GENERAL

20.1. Both parties agree that, except as may be required by applicable law or regulations, they shall not disclose in advertising, publicity, or otherwise the terms and conditions of this Agreement without prior written consent of the other party.

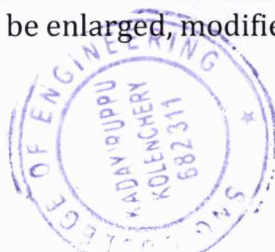
20.2. Each paragraph and provision is severable from the Agreement, and if one or more provisions or parts are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

20.3 This Agreement shall be incorporated in any and all Work Orders by reference with the same effect as this Agreement had been combined in and made a part of the Work Order in its entirety.

20.4 This Agreement, and any related Work Orders, contains the entire agreement between the parties, in relation to their subject matter, and there are no other agreements or understandings, verbal or otherwise, between the parties at the time of execution of this Agreement. No statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties.



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Ramun. Nip



(Dr. Kemthose P. Paul)
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[Signature]
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20.5. TIME IS OF THE ESSENCE:

All fixed price and time and materials-based Work Orders shall be completed by the completion date specified in the Work Order. Delays beyond the scheduled date shall be a breach of this agreement.

20.6 ARBITRATION:

All disputes, differences and questions of any nature which at any time arise between the Parties to this Agreement or their respective representatives and assigns or any of them out of the construction of or concerning anything contained in or arising out of this Agreement or as to the rights, duties or liabilities under it of the Parties to it respectively or their respective representatives shall be Referred to arbitration under the Indian Arbitration and Conciliation Act, 1886. The Arbitration proceedings shall be held at Ernakulam, Kerala, India.

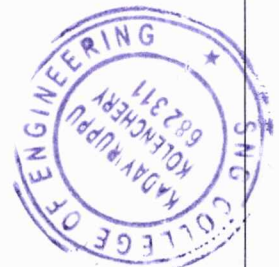
21. MUTUAL AGREEMENT TERMS

21.1. CAMPUS SOFTWARE MODULES:

- User login System Module
- Super administrator Module
- Principal Module
- UG/PG Dean Module
- HOD Module
- Staff Advisor Module
- Staff Module
- Student Module
- Parent Module
- Registration/ Admission Module
- Course and Batches Module
- Lab Module
- Placement Module
- Holiday Settings Module
- Analysis Module
- Survey Module
- Question Bank Module
- Bulk Mark Entry Module
- Assignment / Study Material Module
- Series Exam / Internal Exam / Module Test
- Calendar Notification



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- SMS alerts / Emails / Internal messaging system Module
- Custom Report Module
- Hostel Module
- Document Request Module
- Accreditation Module
- Online Learning Module
- Data Exporting Module (csv, excel, word and pdf)
- HR and Pay role Module
- Store/Inventory Module
- Website Management Module
- Academic Fee Management Module
- Transport Management Module
- Online Payment Gateway System (2 Nos.)
- Internship Module
- Staff Career Module
- Counseling Module
- Ticketing System

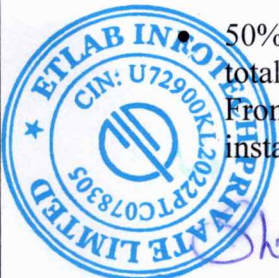
The features and functions of each module listed here are explained in detail in the proposal letter. In future if any updates or Add-ons on existing modules are requested by the SNGCE, it will be updated or developed within the shortest time span required. Small updates or features will be made available on the same day itself.

21.2. PAYMENT

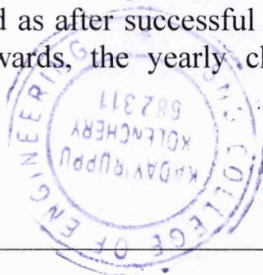
Payments by SNGCE to ETLAB shall be prompt and Client will be purchasing the following terms:

- The contract period between ETLAB Infotech and Sree Narayana Gurukulam College of Engineering (SNGCE) will be for three years.
- Etlab - Campus ERP will cost per Student/Year basis, i.e.; Rupees 400/- per Student/Year for the above-mentioned campus software modules (Refer 21.1) and the amount will be inclusive of 18% GST.

- 50% of the total amount should be paid as an advance, and the remaining 50% of the total amount shall be paid as after successful implementation of Etlab Campus ERP. From the next year onwards, the yearly charges will be collected as one time installment.



Sanjay
D. N. Srinivasan



(Dr. Kemthose P. Paul)
PRINCIPAL

A. Jose
22.03.23

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- From second year onwards, the payment will be one time in advance.
- After the end of 3-year contract period the rate for the service, support and maintenances will be revised based on the support level Sree Narayana Gurukulam College of Engineering (SNGCE) chooses.

21.3. IMPLEMENTATION, SUPPORT AND SERVICE

- Initial data entry for implementing Etlab Campus Automation in SNGCE like student's profile data, staffs profile data, timetable, courses, departments, subjects, academic fee structures, transport details, hostel, staff payroll details will be added by the Company.
- Academic modules will be handover within 14 working days (Including data entry).
- Office modules like academic Fee, Transport, Hostel, HR and Payroll, documents module will be handover within 20 working days.
- Online Payment system will be integrated with the SNGCE provided bank association and the time depends with the formalities related with the bank system.
- Support and service will be available from Monday to Saturday 9 AM to 6 PM IST (Except Public holidays) and also available in Sundays, Public holidays and night time upon the request*.
- If any updates on existing modules are requested by the SNGCE, it will be updated or developed within the shortest time span required. Small updates or features will be made available on the same day itself. All the workorder timesheet will be share by the ETLAB to SNGCE.

COMMUNICATION

- Point of contact between ETLAB and SNGCE will be
 - Email – info@etlab.in and support@etlab.in
 - Call / SMS / WhatsApp - +91 8113 060 003
+91 8113 070 003
+91 8113 080 003
+91 8113 880 003

ETLAB
INFOTECH PRIVATE LIMITED



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