

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is effective as of 1st day of October 2021 ("Effective Date").

BY AND BETWEEN

Edumerge Solutions Private Limited, a company registered under the Indian Companies Act, 1956, having its office at 2/3 2nd floor, Alfred Street, Richmond Town, Bangalore-560025, India, hereinafter called "Edumerge" (which expression shall include its successors, authorised representatives and permitted assigns).

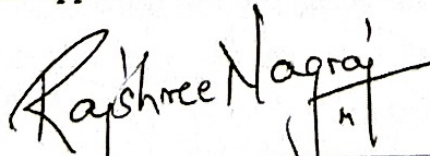
AND

Maratha Mandal Group Of Institutions, an educational institution and having its campus at : 1007, Malmaruthi Extension Belgaum, Karnataka - 590016, India, Karnataka, India, hereinafter referred to as "Institution" (which expression shall include its successors and permitted assigns).

Edumerge and the Institution shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS Edumerge solution, owns and operates a proprietary software solution, hereinafter called "Edumerge Solution", which is a software service from Edumerge developed for the purpose of providing services to educational Institutions - which includes features such as student & staff profile management, mobile and tablet applications, learning management, classroom management and administrative management amongst others.

AND WHEREAS Edumerge has agreed to provide various software services to the Institution through its proprietary solution, **Edumerge Solution** which are more specifically set out as Appendix 1 to this MOU (Services), in order to facilitate their



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Branch offices at Hyderabad, Delhi, Chennai and Pune.



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Principal

M.M's. N.G. Halgekar Institute of Dental Sciences
& Research Centre, Belagavi-590010.

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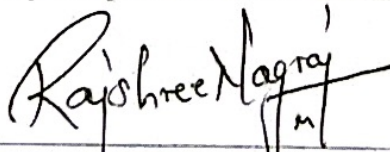
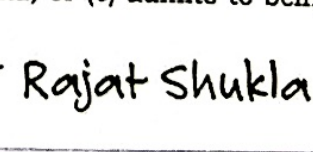
respective Institution related processes and the Institution has offered to procure these Edumerge Solution Services on terms as set out in this MOU.

AND WHEREAS Edumerge Solution billing cycle will start from 15th Day of October 2021 ("Billing Start Date").

AND WHEREAS both the parties namely, the Institution and Edumerge intend to reduce their entire understanding into writing under the terms and conditions as set forth in this MOU.

NOW THIS DEED WITNESSETH AS UNDER:

1. **TERM:** The term of this MOU shall commence on the Effective Date and continue for a period of Ten (10) years, unless earlier terminated by either Party in accordance with the provisions of this MOU. The MOU may be renewed subsequently for such further periods as mutually agreed by the Parties.
2. **TERMINATION:**
 - a. Institution can terminate this MOU term by giving three (3) months prior notice to Edumerge.
 - b. In the event of termination or expiry of this MOU, Edumerge shall immediately transfer all the Institution's data to the Institution and Edumerge shall not use or retain a copy Institution's data.
 - c. No additional cost of software, hardware is applicable to the Institution.
 - d. This MOU may be terminated by Institution (on the one part) or by the Edumerge (on the other) with immediate effect, if Edumerge (in case of termination by Institution), or Institution (in case of termination by Edumerge): (a) breaches this MOU and does not cure such breach within fifteen days of being notified of the breach and being called upon to cure such breach, (b) is subject to any insolvency resolution, bankruptcy, liquidation, receivership, or administration proceedings filed voluntarily or by a secured creditor or is subject to the appointment of any liquidator, administrator or insolvency resolution professional by any competent court or tribunal, or (c) admits to being,

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or is found by a court of competent jurisdiction to be involved in any fraudulent or criminal activity.

- e. The expiry or termination of this MOU shall not affect any rights or obligations of a Party accrued prior to such termination.
- f. All provisions of this MOU that are by their nature intended to survive termination or expiry of this MOU shall survive such termination or expiry.

3. PRICING AND PAYMENT TERMS:

- a. Edumerge shall charge the Institution such amounts in consideration for providing Services under this MOU as set out in Appendix 1 of this MOU.
- b. The Institution will pay Quarterly in advance.
- c. The amounts in consideration for providing Services under this MOU as set out in Appendix 1 are applicable annually with an annual increment of 5% from academic year, 2022-23 onwards.
- d. Edumerge shall invoice Institution for the Services provided at the rates as set out in Appendix 1 of this MOU. Subject to timely receipt of the invoices the Institution shall pay the service charges to Edumerge on a quarterly basis to a bank account designated by Edumerge in advance for each quarter.
- e. Taxes will be charged at actual, if applicable.

4. Confidential Information:

- a. The recipient of any Confidential Information (as defined below) will not disclose such Confidential Information except to affiliates, employees, agents and professional advisors who need to know the same and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep the same confidential. The recipient will ensure that all such persons use such Confidential Information only to exercise rights and fulfill obligations under this MOU, and use reasonable care to protect the same. The recipient may also disclose

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Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law. "Confidential Information" means any and all information disclosed by (or on behalf of) the discloser to the recipient under (or in connection with) this MOU, provided such information is not, in each case as documented by contemporaneous written records: (a) known by the recipient prior to such disclosure, (b) public through no fault of the recipient, (c) independently developed by recipient, or (d) lawfully provided to the recipient by a third party.

b. Edumerge shall treat all information provided by the Institution under this MOU as Confidential Information and shall not divulge any Confidential Information to any person / staff without written permission from the Institution. In the event of termination or earlier expiry of this MOU, Edumerge shall return all the Institution's Confidential Information to the Institution and subsequently destroy any backup of such Confidential Information which Edumerge might have.

c. Edumerge in no way shall sell to any third party or commercially use the Institution's Confidential Information.

5. Institution Intellectual Property: No provision in this MOU shall grant or be deemed to grant Edumerge any right, title or interest in any data, concepts, processes, inventions, products, writings, designs, software, applications, platforms, pathways, markers, codes, algorithms, results, procedures, plans, trade secrets, trademarks, knowhow, brands, Confidential Information or other materials, including any improvements thereto or any derivations or modifications based thereon (Intellectual Property), where such Intellectual Property is proprietary to, used or operated under license by or otherwise controlled by the Institution and whether or not such Intellectual Property is protected under any patent, copyright, design, trademark or any other equivalent right, grant or law, or any application in respect thereof and whether or not such Intellectual Property is confidential. In no way Edumerge or any of its employees will assert any claim over Institution's Intellectual Property and any infringements thereof will be seen as a breach of this MOU and will be legally addressed.



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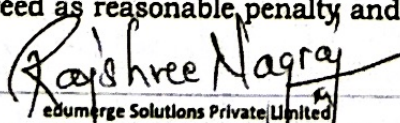


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6. **Edumerge Intellectual Property:** Institution acknowledges that Edumerge, and its affiliates own and retain all trademarks, service marks, logos, copyrights and other proprietary rights in or associated with Edumerge, its affiliates, as applicable, and agrees that it will not at any time during or after the terms of this MOU assert or claim any interest in or do anything that may adversely affect the validity of any trademark, service mark, logo or copyright belonging to or licensed to Edumerge, or its affiliates.
7. **Non-Disclosure:** Both Parties shall treat as confidential the MOU and all information obtained from the other pursuant Party to this MOU, and shall not divulge such information to any person (except to such Party's affiliates, employees, agents and professional advisors who need to know the same and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep the same confidential) without the other Party's prior written consent. Each Party shall ensure that its affiliates, employees, agents and professional advisors are aware of and comply with the provisions of this clause.
8. **Indemnification:** Subject to the provisions of this MOU, each Party (**Indemnifying Party**) agrees to indemnify, defend and save the other Party (**Indemnified Party**) harmless from all claims and threatened claims by any third party, including employees of the Indemnifying Party, and all costs, damages or other losses suffered by the Indemnified Party in connection with any act or omission of or attributable to the Indemnifying Party or its employees or agents in relation to any misrepresentation of any representations made in this MOU, delayed compliance or any failure to comply with any law, regulation, judgment, decree, award or contractual obligation applicable to or otherwise required to be observed or fulfilled by Indemnifying Party in relation to this MOU.
9. **Liability:** Edumerge warrants to the Institution that the Services will be provided on an uninterrupted, secure, error-free, and efficient basis. Edumerge will ensure that the services under this MOU are provided with minimal down time and that the Institution data is regularly backed up by Edumerge on Edumerge online server. In the event of breach of this clause by Edumerge, the Institution shall be entitled, to receive from Edumerge sums not exceeding the amounts mutually agreed as reasonable penalty and as stated in Appendix 3 of


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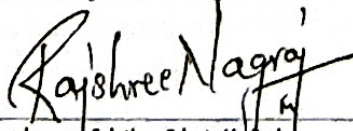
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this MOU (**Penalty**), whether or not actual damage or loss is proved to have been thereby caused. On the occurrence of any breach of this clause the Institution shall immediately notify Edumerge in writing.

10. **Severability:** The clauses and sub-clauses contained in this MOU are severable and any illegality, invalidity or irregularity, inconsistency or repugnancy of any clause/sub-clause in this MOU shall not in any way affect the legality, validity or regularity of any other clause/sub-clause.
11. **Jurisdiction and dispute resolution:** This MOU will be governed by and construed in accordance with the laws of India, and subject to the following provisions on arbitration, any disputes relating to or arising in connection with this MOU will be subject to the exclusive jurisdiction of the courts in Belgaum, India. Any dispute, claim, difference or controversy arising out of or in connection with this MOU, including any question regarding its existence, operation, termination, validity or breach thereof shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996, and such arbitration shall be conducted by the Indian Institute of Arbitration & Mediation, in accordance with its Arbitration Rules (i.e., the IIAM Arbitration Rules) for the time being in force. The number of arbitrators shall be one. The place of arbitration shall be Bangalore, and the language of the arbitration shall be English.
12. This MOU sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and communications relating thereto.
13. **Notices:** All notices under this MOU shall be in writing, and shall be deemed given when personally delivered or sent by confirmed electronic mail, or after five (5) days after being sent by prepaid certified or registered mail or recognised courier to the address of the Party as set forth herein or such other address as such Party last provided to the other by written notice.
14. No amendment of this MOU shall be effective unless it is in writing and duly executed by both Parties to this MOU.
15. This MOU is subject to force majeure exceptions.



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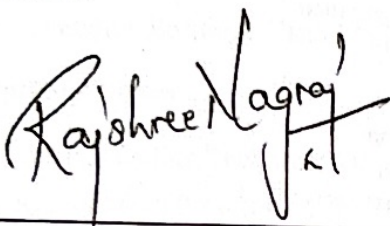


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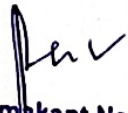
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16." All data hosted on edumerge software pertaining to Maratha Mandal Group Of Institutions will be the sole property of Maratha Mandal Group Of Institutions".

17.Data will be hosted on Amazon (AWS Cloud Server).

IN WITNESS WHEREOF, the Parties have executed this MOU by their duly authorised representatives as of the Effective Date.

For Maratha Mandal Group Of Institutions	For edumerge Solutions Pvt. Ltd.
Sign with seal: 	Sign with seal: 
Name: Mrs. Rajshree Nagaraju	Name: Rajat Shukla
Title: President	Title: Director


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Appendix 1: Edumerge Modules & Services included in the pricing

	<p>edumerge Modules</p> <p>Administration</p> <p>Student & Staff Information System</p> <p>Admissions</p> <p>Front Office & Reporting</p> <p>Inventory Management</p> <p>Event Management</p> <p>Staff Attendance & Leave Management</p> <p>Hostel Management</p> <p>Core Modules</p> <p>Fee Management</p> <p>Finance Management</p> <p>Library Automation</p> <p>HRMS</p> <p>Biometric Data Upload</p> <p>Transport Management</p> <p>Report & Report Builder</p> <p>User Management & Configuration</p> <p>NAAC, NIRF & ARRIIA</p> <p>Alumni</p> <p>Feedback</p> <p>Classroom & Learning</p> <p>Attendance Tracking</p> <p>Performance Evaluation & Progress Report Card</p> <p>Online Tests & Online Assessment</p> <p>Lesson Plan</p> <p>YouTube Learn</p> <p>Student Feedback</p> <p>Timetable</p> <p>Learning Centre / Assignments</p> <p>Communication</p> <p>Text Messaging (SMS)</p> <p>Group e-mailing</p> <p>Publish Notices</p> <p>Events & Notices</p> <p>Help Desk</p> <p>360° Staff Evaluation & Parent Surveys</p> <p>Discussion Forum & Counselling</p> <p>Other Modules</p> <p>Photo Gallery</p> <p>Calendar</p> <p>Mobile and tablet Apps</p> <p>Parent Web Portal</p> <p>Online Fee Collection</p>
	<p>Online Fee collection integration One Time Set up Fee & AMC (Included)</p>

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No. of Students	Monthly Subscription Fee
3000 and Below	₹ 27
3000 and Above	₹ 25

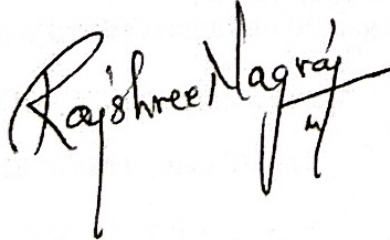
The above pricing is inclusive of all the following services:

Implementation Phase

1. Installation and Setup cost for all the above-mentioned modules.
2. Entry of all the current Student & Staff Records also last five years records in the software. (Records need to be shared as per the edumerge required format)
3. Comprehensive Software Usability Trainings to the Administration and staff.

Post Deployment Phase

1. 8x5 Phone & Online Technical Support: Unlimited, direct access to edumerge technical support 8 hours a day, 5 days a week from 9:00AM - 5:00PM.
2. Daily Backup of the Institution's complete data.
3. Software maintenance and bug fixes.
4. Continuous software updates to the latest version of the solution.
5. Customisations as per the minor enhancement requests by the Institution.
6. Additional online training session up to 4 hours every month to Institution.
7. Free 10 SMS alerts per student per month.
8. Unlimited Mobile App notifications.



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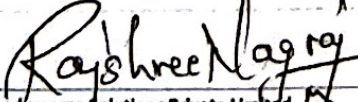

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Appendix 2: Edumerge Solution Implementation Plan

S No.	Task Name
1	Data collection from the Institution
	Institution logo
	Institution Group/Trust Details
	Management Team Details (Name, Designation, Mobile, email)
	Staff Details (Name, mobile, email, class teacher of)
	Students' Details (Name, Parent Name, Class, Mobile, email)
	Certificates Templates (TC, bona fide etc.)
	List of all classes and sections
	List of Subjects for all Classes
	List of Assessments / Tests / Exams for All Classes
	Progress Card Template
	List of Grading System(s)
	Fee Details (Fee Heads, Structure & Schedule)
	Fee Receipt Template
	Payroll Details (Payroll Heads & Structure, Type of Leaves)
	Payroll Pay-slip Template
	Institution's Event Calendar
	Timetables for all classes
	Library Books Details
	Library Books Supplier Details
	Inventory Product Details(Products, Stock etc.)
	Inventory Cost Centers
	Inventory Supplier Details
	Institution photo galleries
	Provide documents to register Institution specific SMS sender ID with

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2 edumerge Solution Setup

Creation of Institution database

Uploading of Management and Administrative Team details

Creation and assignment of access roles to Admin Team

Creation of Classes / Sections

Uploading of students and staff details

Creation of Certificates(TC etc.) as per the templates provided

Creation of Groups (Sports etc.) as requested

Creation of Subjects taught in respective Classes

Creation of Marking and Grading schemes for Exams

Creation of Exams as per the board affiliation of the Institution

Creation of Progress Cards as per Template provided

Creation of Fee Heads and their respective Fee structures

Creation of Fee Receipt as per the template provided

Updation of Institution's Event Calendar

Updation of Timetable for all Classes

Updation of library books, magazines etc.

Updation of Inventory stocks

Updation of Photo Galleries

Process new SMS sender ID related to Institution's name

3 Final review by the Institution Management of the updated edumerge Solution

4 Release of login IDs to Management

5 Trainings to Management Team

6 Release of login IDs to Staff

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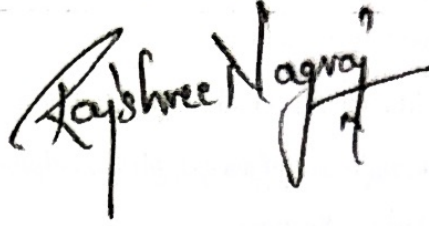
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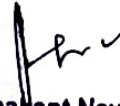
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- 7 **Trainings to Teaching Staff & Administrative Staff**
- 8 **Release of login IDs to Parents & Students**
- 9 **Ongoing support by edumerge Team**



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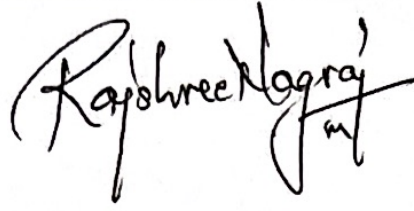


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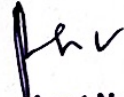
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Appendix 3: Penalty

PENALTY SLAB		
S.No.	Breach by Edumerge	Penalty amount to be paid by Edumerge to the Institution
1.	Down-time greater than 4 hours in any given quarter	Equavalant to 1.5 times the edumerge pricing to the Institution for the given amount of downtime on a pro-rata basis.
2.	Non- backup of Institution data to the Edumerge online server on a daily basis	Equivalent to 1.5 times the edumerge pricing to the Institution for a day on a pro-rata basis.



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