

THIS AGREEMENT is entered into as of 27<sup>th</sup> day of February 2016 (27-02-2016) by and between Kris Inventa Pvt. Ltd Ernakulam represented by its Managing Director, Mr. Robert M.P (hereinafter referred to as "the 1<sup>st</sup> Party") and Sacred Heart College, Thevara, represented by its Principal (hereinafter referred to as "the 2<sup>nd</sup> Party").

WHEREAS Kris Inventa is a high-end technology software company located in Ernakulam, a commercial hub, in state of Kerala. The company is committed to provide software solutions as ERP to different organizations.

WHEREAS the 2<sup>nd</sup> party wishes to develop software for managing the system for the institution and contacted the 1<sup>st</sup> party, who in turn submitted their proposal to 2<sup>nd</sup> party for developing the said software.

Whereas the 2<sup>nd</sup> party has conceptualized the above software which is described in detailed terms in Annexure 'A' to this agreement and the 1<sup>st</sup> party has come to an agreement with the 2<sup>nd</sup> party to develop the said software.

Now, therefore, in consideration of the mutual covenants and promises made by the parties to this software Development agreement, the 1<sup>st</sup> party and 2<sup>nd</sup> party covenant and agree as follows:-

#### 1. Product Description

Sl. No.	Description	Qty	Unit Price	Total Cost
1.	Software			
2.	Installation and Customization of Software at Customer provided Hosting Centre.	01	30,00,000.00	30,00,000.00

Amount in Words – INR Thirty lakhs only.

- 6.9 This agreement shall be governed and interpreted by the laws of the State of Kerala. Ernakulam shall be the approximate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.
- 6.10 The 2<sup>nd</sup> party not to assign sub-license or otherwise transfer it to a 3<sup>rd</sup> party without the prior written consent of the 1<sup>st</sup> party.
- 6.11 This agreement shall take precedence over any additional or conflicting terms which may be contained in the orders, if any, issued by the 2<sup>nd</sup> party.
- 6.12 In case of company shutdown/failure of the first party should inform it in advance and has to provide indemnities that is abided by the law.
- 6.13 The first party shall give in writing as an annexure all costs involved in the implementation, if any, other than the software – like, the hardware, the instruments for security, servers, UPS, network cost etc.,.
- 6.14 While it is a mutual responsibility to have a comprehensive solution to the various tasks for the functioning of the college, the first party shall be flexible enough to provide solutions for tasks that arise in due course, within a reasonable framework of time of two months.
- 6.15 The software developed shall be a common property of both the first and second parties. While the first party may be allowed to install/sell the software to other parties, in each case a formal written consent from the second party shall be secured, as a guarantee for the upkeep and maintenance of the second party's installation, failing which proceedings can be initiated against the first party.

IN WITNESS WHEREOF both the parties have signed this agreement and delivered at Ernakulam on this the 21<sup>th</sup> day of March 2016.

For M/s. Kris Inventa Pvt. Ltd.

For M/s. Sacred Heart College.

Witnesses:-

- 1.
- 2.