



4.4.2 There are Established Systems and procedures for Maintaining and Utilizing Physical, Academic and support Facilities –Laboratory, Library, Sports Complex, Computers, Classrooms, etc.

Annual Maintenance Contract

Fourth ambit

[Online College Community Portals bring students and alumni of partner colleges under one umbrella and foster value across themes like jobs, internships, skill development, mentorship, fund raising, and entrepreneurship]



SERVICES AGREEMENT

This SERVICES AGREEMENT (the "Agreement") is made and executed on the 23rd Day of November, 2016 at Ernakulam, Kerala, India:

BY AND BETWEEN

A. SACRED HEART COLLEGE THEVARA, a having its registered office at Thevara, Kochi, Kerala - 682013 (the "Customer");

AND

A. FOURTH AMBIT TECHNOLOGIES PRIVATE LIMITED, a private company limited by shares incorporated under the provisions of the [Companies Act, 1956 / 2013] and having its registered office at 34/1219A, BMRA 66, Balakrishna Menon Road, Edappally, Kochi - 682024 (the "Service Provider").

(The Customer and the Service Provider shall be individually referred to as "Party", and collectively, as "Parties", as the context may so require.)

RECITALS

- (A) The Service Provider is engaged in the business of *inter alia* [developing and maintaining an online platform for the interaction and engagement of Stakeholders of educational institutions].
- (B) The Customer is an educational institution engaged in the provision of Arts and Science education.
- (C) The Customer has approached the Service Provider to engage the Service Provider for providing the Services (*as defined hereinafter*) and Service Provider has agreed to accept the said offer on the terms and conditions set out in this Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. DEFINITIONS; INTERPRETATION

1.1. Definitions.

In addition to the terms defined in other clauses of this Agreement or in the Schedule hereto, the following terms, and the singular or plural thereof, used in this Agreement shall have the meanings set forth below:



Dr. Johnson X Palackappillil
Principal

Sacred Heart College (Autonomous) Pvt. Ltd.
34/1219A, Thevara, B. Balakrishna Menon Road, Edappally, Kochi - 682 024, Kerala, India

CIN - U72200KL2011PTC029522

www.fourthambit.com



“Affected Party” shall mean the Party invoking Force Majeure;

“Stakeholders” shall mean the individuals who are students or students’ parents or faculty or alumni or representatives of allied corporates or general well-wishers of the Customer;

“Confidential Information” shall mean the terms of this Agreement (including any Schedules or amendments hereto), any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques, or information concerning the business of financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either Party or any client, agent or vendor of either Party, except such information which is in the public domain at the time of its disclosure to either Party or thereafter enters the public domain other than as a result of a breach of duty of either Party or its personnel;

“Effective Date” shall mean 23rd Day of November, 2016;

“Force Majeure” shall mean, in relation to the Parties, any circumstance beyond the reasonable control of that Party, including without prejudice to the generality of the foregoing, any act of God, act or regulation of any governmental or supra-national authority, war or national emergency, accident, epidemic, fire, riot, *bandh* or strike;

“Inputs” means the information, data and material provided to the Service Provider by the Customer to enable the provision of Services under this Agreement, but does not include any information, data and material provided separately by the Registered Users to the Service Provider;

“Intellectual Property”

shall mean and include all intellectual property, in any part of the world, whether existing now or in the future, and whether registered or not registered, in particular:



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- (a) all trademarks, service marks, trade names, logos; patents, design rights; trade secrets, including, know-how, technology, formulae, industrial, scientific and commercial information, techniques and inventions; processes, manuals, documentation, and scientific and technical data and information; copyrights, works of authorship, and topography rights, data base rights; computer hardware and software including computer programs and any other information in relation to the above;
- (b) technical know-how and information, business and market information, in relation to product and process development validation, integrated business support services, operational support services, end user services, training and support service, marketing and other allied services;
- (c) all rights under licenses in respect of all of the above specified at (a) herein;
- (d) any applications or registrations for the protection of all of the rights specified at (a); and
- (e) all renewals and extensions thereof;

“Product”

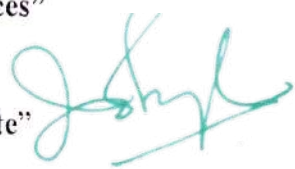
shall mean enablement of use of and access to a Alumni Portal linked from the URL : shalumni.fourthambit.com with features as defined in Clause 2.1 and maintained by the Service Provider specifically for use of Customer and its stakeholders;

“Services”

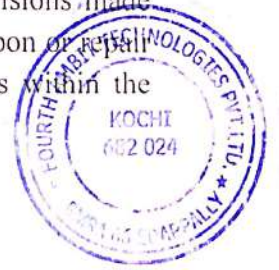
shall mean services as detailed in Clause 2 of this Agreement; and

“Update”

means the modifications or revisions made to the Product: (i) to improve upon or repair existing features and operations within the



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Product, (ii) to ensure compatibility with new releases of existing systems (including hardware, operating systems and middleware) and external services through standardized interfaces, or (iii) to comply with applicable laws, regulations, industry standards or market practice.

1.2. Interpretation.

In this Agreement where the context admits:

- (a) the expression "**this Clause**" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (b) any reference to singular shall include the plural and vice-versa and the terms "**include**" and "**including**" shall be construed as if followed by the phrase "**without limitation**";
- (c) any reference to a "**person**" includes any individual, firm, partnership, body corporate wherever incorporated or registered, state or agency of a state, joint venture, partnership and any unincorporated association, in each case, whether having separate legal personality or not;
- (d) any references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (e) references to any recital, section, clause, paragraph or schedule are to those contained in this Agreement, and references to a part of a schedule are to the part of the schedule in which the reference appears and all schedules to this Agreement are an integral part of this Agreement;
- (f) the recitals and schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and schedules to it;
- (g) the expression "**in writing**" includes any communication made by letter, electronic mail or fax; and
- (h) headings, sections, parts and paragraphs of schedules are for convenience only and do not affect the interpretation of this Agreement.

2. SERVICES

2.1 The Service Provider shall provide the following services (collectively as "Services") to the Customer in accordance with this Agreement:



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- (a) Enablement of use of and access to the Product with features as described in the business proposal sent via the latest e-mail on the 18th Day of November, 2016;
- (b) Maintenance and hosting of the Product; and
- (c) Access to a Product Consultant for query resolution.

2.2 The Customer shall have administrative rights to use the Product, including but not limited to the following:

- (a) The Customer shall have a username and password using which it can use and access the various modules on the Product.
- (b) The Customer shall have the option to upload information on the Product about its Stakeholders, and for the purposes of clarity, such information shall be considered as an Input.
- (c) The Customer shall have the option to view information about its Stakeholders in accordance with the privacy settings set by the Registered Users.
- (d) The Customer shall have the ability to moderate or remove any information, data, or 'posts' uploaded by Registered Users to that segment of the Product which is specifically dedicated to the Customer.

2.3 Enhancements and Updates

In consideration of, and subject to, the payment by the Customer of the consideration as set out under Clause 4, the Service Provider shall, at no additional cost to the Customer, provide Updates and Enhancements of the Product, as and when the same are available.

2.4 All users who register themselves on the Product will receive individual login credentials and passwords to access their respective accounts on the Product.

2.5 The terms of the Stakeholders' use and access of the Product, including the treatment of the data of such Stakeholders by the Service Provider, shall be solely in accordance with the terms of use and other policies ("**Legal Policies**") of the Product that shall be accepted by a Stakeholder in order to register himself or herself on the Product, and shall not be governed by this Agreement. The Registered Users shall have the option to set and modify their data privacy preferences on the Product.

3. PARTIES' OBLIGATIONS

3.1. Service Provider's Obligations.

(a) Service Provider shall perform its obligations hereunder in a professional manner, including its obligations under Clause 9 (*Confidentiality and Data Security*).

(b) Service Provider shall not knowingly infringe any third party Intellectual Property rights in performing its obligations under this Agreement.



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- (c) Service Provider shall on a best case basis perform its respective role to launch the product as per the Launch Plan Calendar in Schedule 1.

3.2. Customer's Obligations.

- (a) The Customer shall pay all invoices raised by Service Provider as per Clause 4.2;
- (b) The Customer shall provide Service Provider with the Inputs, if requested by the Service Provider in order to provide the Services;
- (c) The Customer shall not knowingly provide Inputs that violate any third party Intellectual Property rights;
- (d) If any of the Services and its timelines are dependent on the Customer's Inputs, instruction, feedback and / or decision, the Customer shall provide its Inputs, instruction, feedback and / or decision promptly and without delay.
- (e) Customer shall on a best case basis perform its respective role to launch the product as per the Launch Plan Calendar in Schedule 1.

4. CONSIDERATION

4.1 Fees/charges.

In consideration of the Services and deliverables provided, the Customer hereby agrees to compensate Service Provider as set forth in Schedule 2.

4.2 Mode of payment.

Service Provider shall invoice the Customer for Services performed hereunder. The Customer shall make the payments to Service Provider within [ten] [(10)] days from the date of receipt of the invoice. Unless agreed to otherwise, the Customer shall make payments to Service Provider in [Indian Rupees]. The Service Provider reserves the right to cease all Services under the Agreement in the event of non-payment beyond ten (10) days from presentation of an invoice, until such payment is received.

4.3 Taxes.

All amounts paid by the Customer shall be exclusive of all taxes, duties, charges, or cesses. Tax deductible at source as applicable shall be deducted by the Customer and a certificate to this effect shall be provided to Service Provider. All taxes including but not limited to value added tax and service tax will be charged extra as applicable at the time of billing.

5. INTELLECTUAL PROPERTY RIGHTS

Service Provider hereby grants a non-exclusive, limited license to the Customer to use and access the Product in accordance with this Agreement. It is clarified that all rights of ownership to the Product continue to be held by the Service Provider. The license granted herein pertains to software developed by the Service Provider only.

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and does not include a license to any third party software or intellectual property. The Customer shall have no rights whatsoever with respect to any other software or products not expressly licensed herein.

5.2 The Intellectual Property in relation to the Inputs provided by the Customer solely belongs to the Customer and the Customer here agrees to grant to the Service Provider, rights and license in accessing the Input, using and hosting it in the Product.

5.3 Service Provider shall retain all rights, title and ownership to Intellectual Property to the Product and Company Property that is used for or arises out of the provision of Services under this Agreement.

"Company Property" for the purposes of this clause includes any materials that the Service Provider holds title to or has licensed from a third party and which is used in connection with the operation, maintenance, hosting or design of the Services.

5.4 By entering into this Agreement, Service Provider undertakes:

- (a) not to use Customer's Intellectual Property without the prior express written consent of the Customer; and
- (b) not to use the Customer's Intellectual Property other than for the purpose of this Agreement.

5.5 The Parties agree that the Service Provider does not gain, by virtue of this Agreement, any of the Intellectual Property rights owned by the Customer. Nothing in this Agreement shall be deemed to confer any other right or title to or in any of the Intellectual Property belonging to the Customer, to the Service Provider, unless specifically agreed to in writing by the Parties.

5.6 Except as otherwise agreed in writing between the Parties, any and all works developed in the course of performing responsibilities pursuant to this Agreement, and all new inventions, innovations, or ideas developed by the Service Provider in the course of performance of its Services shall belong to the Service Provider.

6. REPRESENTATION AND WARRANTIES

6.1 Each Party represents, warrants and covenants that the execution, delivery and performance by it of this Agreement:

- (a) are within its corporate powers;
- (b) have been duly authorized by all necessary corporate action under its organizational documents;
- (c) require no action by or in respect of, or filing with, any governmental body, agency or official; and



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- (d) do not contravene, or constitute a default under, any provision of applicable law or regulation or of the organizational documents of such Party or of any agreement, judgment, injunction, order, decree or other instrument binding upon such Party.

Each Party agrees to inform the other Party immediately if any statement set forth in this Clause 6.1 ceases to be true and correct as of any date after the date of this Agreement.

6.2 The Customer acknowledges and accepts that:

- (a) while the Service Provider shall make its best efforts to ensure that the Product will be up and running continuously except for regularly scheduled maintenance, vagaries can occur in the electronic distribution of information and due to the limitations inherent in the use of the internet and other electronic communications, the access and use of the Product may be subject to limitations, delays, omissions and such other problems incidental thereto; and
- (b) the access and use of the Product is provided on an "as is" basis, and any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights are hereby disclaimed to the full extent permitted by applicable law by the Service Provider.

7. TERM & TERMINATION

7.1 Term.

This Agreement shall come into force on the Effective Date and shall continue in effect for a period of **1 (one)** year from the Effective Date, unless terminated in accordance with the provisions of this Article 7 ("Term"). After the expiry of the Term, the Parties may negotiate a renewal of this Agreement on similar terms to those herein.

7.2 Termination.

Either Party may terminate this Agreement by providing notice of at least 30 (thirty) calendar days in writing to the Service Provider at the official address for communication as provided for in of this Agreement.

The Service Provider may terminate this Agreement with immediate effect in the event that any payments due to it for the Services under this Agreement are not made for more than 30 (thirty) within such payments become due.

7.3 Effect of Termination.

- (a) The termination of this Agreement shall not affect the right of the Service Provider to raise an invoice for any work undertaken by the Service Provider prior to the date of such termination, and shall not affect the obligation of the Customer to make payments on any invoices raised for Services rendered prior to the date of termination.



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- (b) Upon termination of this Agreement, the Service Provider shall deliver back to the Customer any Inputs and no longer continue to retain such Inputs in its possession.
- (c) Each Party shall return the Confidential Information of the other Party upon termination of this Agreement.

8. INDEMNITY AND LIMITATION OF LIABILITY

8.1 Indemnity.

The Customer shall indemnify, defend and hold harmless the Service Provider from and against all actions, suits, proceedings, loss, damages, cost, charges, expenses, and other liabilities whatsoever, brought against, suffered or incurred by, or caused to, the Service Provider by reason of any breach, default, contravention, non-observance, non-performance, improper performance, non-compliance, or improper compliance, by the Customer of any of its obligations under this Agreement or of any of the terms, conditions, covenants and provisions contained in this Agreement.

8.2 Limitation of Liability.

The Service Provider's liability for damages, if any, whether in an action in contract or tort, or in law or equity, shall not exceed the total amount of fees / charges paid by the Customer to the Service Provider in the preceding two months prior to which such liability arose.

9. CONFIDENTIALITY AND DATA SECURITY

9.1 Confidentiality

It is expressly understood by and between the Customer and the Service Provider that, all Confidential Information communicated and exchanged between the Parties in connection with the subject matter of this Agreement, whether before or after the Effective Date, shall be received in strict confidence and will be used only for purposes of this Agreement, and that no Confidential Information will be disclosed by the Customer and the Service Provider or, their agents, contractors or employees without the prior written consent of the other Party to any third party. Parties further agree to prevent the disclosure of such Confidential Information to any third party, by using the same means they use to protect their own Confidential Information, but in any event not less than reasonable means. The Service Provider shall be free to disclose the fact of the Customer being a customer of the Service Provider, in connection with promotional or marketing materials.

9.2 Data Storage

Any Inputs, or data uploaded by the Registered User onto the Product, shall be virtually stored on a cloud storage managed by the Service Provider.

9.3 Data Security

- (a) The Service Provider shall use Inputs provided by the Customer solely for performing the Service Provider's obligations under this Agreement and with

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not, at any time, transfer, save, download, print, disclose, or in any other way use the Inputs other than as directly required for the provision of the Services under this Agreement or as directed by the Customer.

- (b) The Service Provider shall use its best efforts, in good faith, to ensure the security of the Inputs, including running periodic routine checks, employing third party firms specialized in data security and privacy to ensure that the Inputs are not compromised in any manner, and to comply with the requirements of any legislation, guidelines or directives relating to information technology, data protection or privacy, including but not limited to the Information Technology Act, 2000 and rules made thereunder ("Privacy Laws").
- (c) The Customer undertakes to ensure that, while availing the Services, including the uploading of data onto the Product by the Customer, it will comply with the Privacy Laws as applicable to it. The Customer shall notify the Service Provider immediately upon becoming aware of any breach of any Privacy Laws that may be related to its availing of the Services.

9.4 Service Provider as an Intermediary

The Customer acknowledges that the Service Provider would fall under the category of an 'intermediary' as defined by the Information Technology Act, 2000, and that the Service Provider is not liable for any third party information, data, or communication link made available or hosted by the Service Provider, in accordance with Section 79 thereof. Accordingly, while the Service Provider aims to provide access to a communication system over which information made available by third parties can be transmitted or temporarily stored or hosted, the Service Provider does not initiate the transmission of any information or data, select the receiver of such transmission, or select or modify the information contained in such transmission, and would therefore not be liable for any third party information, data, or communication hosted or stored in Fourth Ambit's servers or systems. If the Service Provider is notified by any governmental authority that any information, data or any communication link residing in or connected to a computer resource controlled by the Service Provider in the course of providing services to the Customer is being used to commit any unlawful act, the Service Provider will expeditiously remove or disable access to such information, data or communication link from its resource without destroying such information, data or communication link for at least 120 (one hundred and twenty) days.

10. MISCELLANEOUS

10.1 Successors and Assigns: Assignment.

None of the rights, privileges, or obligations set forth in, arising under, or created by this Agreement may be assigned or transferred by the Service Provider without the prior consent in writing of the Customer. The Customer shall have the right to assign or transfer in whole or in part, its rights and obligations under this Agreement to its affiliate(s) without the prior consent of the Service Provider.

Relationship Of Parties.

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The Parties hereto are independent contractors as to each other and nothing in this Agreement shall give rise to a partnership, joint venture, or other relationship between the Parties.

10.3 Survival.

Upon any cancellation, termination or rescission of this Agreement, it is the intention of the Parties that the provisions of this Agreement shall continue to apply to those duties and obligations which are intended to survive any such cancellation, termination or rescission, including, without limitation, Clause 5 (*Intellectual Property*), Clause 8 (*Indemnity and Limitation of Liability*), Clause 9.1 (*Confidentiality*), Clause 10.6 (*Notices*), Clause 10.7 (*Governing Law*) and Clause 10.8 (*Dispute Resolution*).

10.4 Waiver.

Failure with or without intent of any Party to insist upon the performance by the other of any terms or provision of this Agreement in strict conformity with the literal requirements shall not be treated as a modification of the relevant provision, nor shall such failure or election be treated as a waiver of the right of such Party at any later time to insist on strict performance by other of such provision.

10.5 Severability.

If any term of this Agreement is declared by any jurisdictional Court or tribunal to be illegal or unenforceable, it will not affect validity or enforceability of the other terms or provisions, unless the terms and provisions declared illegal or unenforceable are in the nature of a condition precedent, or the essence of this Agreement or comprises an integral part of, and inseparable from the remainder of this Agreement. In such event, Parties shall take all necessary action and shall execute any other documents required to suitably revise the illegal/unenforceable provision and facilitate the attainment of objectives of this Agreement.

10.6 Notices.

All notices hereunder, to be effective, shall be in writing and shall be delivered either by (i) hand, (ii) registered post acknowledgment due (RPAD), (iii) [nationally / internationally] recognized courier service or (iv) email, as follows:

If to the Customer:

Attn.: Dr. Fr. Johnson X Palackappillil
Sacred Heart College
Thevara, Kochi.
Kerala - 682013

Email: principal@shcollege.ac.in

If to the Service Provider:

Attn.: Rahul Das
Fourth Ambit Technologies Pvt Ltd
34/1219A, BMRA 66,
Balakrishna Menon Road, Edappally
Kochi - 682024

Email: rahul@fourthambit.com

or to such other address as a Party may notify the other pursuant to a notice given in accordance with this sub-clause. Any notice sent in accordance with this clause shall be effective: (i) if sent by hand, upon delivery with receipt acknowledged;

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if sent by email, on the date of the receipt of such email; (ii) if by courier of repute, four (4) business days after delivery to the courier service with due proof of such delivery; and (iii) if emailed, the date of receipt of such email.

10.7 Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with the laws of India.

10.8 Dispute Resolution.

- (a) If any dispute arises between the Parties relating to or arising out of this Agreement, including its construction, effect, the rights and obligations of the Parties, the performance, breach, rescission or termination of this Agreement, the entitlement of any Party to damages or compensation ("**Dispute**"), the Party claiming that a Dispute has arisen must deliver to the other Party, a notice containing particulars of the Dispute ("**Dispute Notice**").
- (b) During the period of fifteen (15) calendar days after delivery of the Dispute Notice ("**Initial Period**"), each of the Parties shall try to resolve the Dispute amicably.
- (c) All Disputes arising out of or in connection with this Agreement, which cannot be settled amicably the Parties as provided for in Clause 10.8 (b) herein, shall be resolved by the arbitration in accordance with the Arbitration and Conciliation Act, 1996. The courts in Kochi, India, will have jurisdiction over any Disputes, where applicable.

10.9 Force Majeure.

In no event shall the Service Provider be deemed to be in default of its obligations under this Agreement if such event is due to a Force Majeure event. The Service Provider shall document that a Force Majeure situation exists and shall, as soon as possible, give the other party written notice of the circumstances. The Service Provider shall use all reasonable endeavours to remedy as quickly as possible the effects of the said event of Force Majeure. In case of Force Majeure, this Agreement cannot be terminated without the consent of the Service Provider.

10.10 Entire Agreement.

This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersede all prior understandings, negotiations, discussions, writings and agreements between them. Any such prior understandings or agreements are hereby stands terminated and are of no further force and effect.

10.11 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the Party actually executing such counterpart, and all of which together shall constitute one and the same instrument.



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IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement as of the date first written above.

FOURTH AMBIT TECHNOLOGIES PRIVATE LIMITED SACRED HEART COLLEGE, THEVARA

For FOURTH AMBIT TECHNOLOGIES PVT. LTD.

By: [Signature]
Name: Rahul Das Director
Title: Director

By: [Signature]
Name: Dr. Fr. Johnson X Palackappillil (Fr. Prasant)
Title: Principal

Witness: [Signature]
Name: DKHL MATHON

Witness: [Signature]
Name: Mathew M. Joseph



[Signature]

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Principal
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**SCHEDULE I
Launch Plan Calendar**

#	Activity	Responsibility	Timeline
1	Data collection – Round 1 <i>(basic date in the format given by Fourth Ambit)</i>	Customer	N* + 7 days
2	Basic Product Set up + Training	Service Provider	Activity #1 date + 3 days
3	Data collection – Round 2 <i>(user data in the format given by Fourth Ambit)</i>	Customer	N + 10 days
4	User Data Upload to the Product	Service Provider	Activity #3 date + 14 days
5	Product Updation & Set up for launch	Customer	Activity #2 date + 14 days
6	Launch Collaterals Preparation	Customer	Activity #2 date + 14 days
7	Launch Preparation & Execution	Customer	N + 28 days <i>(Activity #4, #5, #6 date + 4 days)</i>

*N is the Effective Date



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SCHEDULE 2
Fees

1. The Customer shall pay to the Service Provider an amount of Rs. 25,000 (Rupees Twenty Five Thousand Only), for availing the Product and engagement features for the first year following the Effective Date.
2. After the expiry of the Term as mentioned in Clause 7.1, the Client has the option to renew the Agreement for each year hereafter for the services mentioned in Clause 2 at 30% of the Fee mentioned above. The above is applicable only for the next two years, post which the new Fee will be decided after a discussion between the Service Provider and the Customer.
3. All taxes including but not limited to value added tax and service tax will be charged extra as applicable at the time of billing.
4. The Customer need not pay the Service Provider any extra charges for the User Data being uploaded irrespective of the size.
5. All amounts to be paid to the Service Provider shall be remitted to their designated bank account, the details of which have been provided below:

- (a) Account Name: Fourth Ambit Technologies Pvt Ltd
- (b) Account Number: 626405019139
- (c) Account Type: Current Account
- (d) Bank: ICICI Bank, Edappally
- (e) IFSC Code: ICIC0006264



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