

Memorandum of Understanding

Between

Emperor Solutions Pvt. Ltd. Indore, India

“Consistently Delivering Quality Solutions “

&

Noida International University, Noida



PREAMBLE

This **Memorandum of Understanding (MOU)** on the 31th day of **March 2021** is entered into by and between;

1. **Emperor Solutions Pvt. Ltd.** a company incorporated under Indian Company Law, a Private Limited Company, hereinafter referred as "**ESPL**", at Indore with a principal place of business with address for purposes of this Agreement at **B-406, Prakrati corporate, 18/2 Y.N. Road, Indore - 452003 (M.P.) India.**
mail@emperor-solutions.com, www.emperor-solutions.com

and

2. **Noida International University** a university incorporated under indian Law, a Private University, hereinafter referred as "**NIU**", at Noida, (U.P) with a principal place of business with address for purposes of this Agreement at Noida
www.niu.edu.in

RECITALS

WHEREAS, ESPL and NIU wishes to have an association together for the purpose of Accsoft2.0 software implementation and service support (namely: **ACCSOFT2.0, An-ERP Software Solution** for education university which is developed and owned by **ESPL**).

NOW, THEREFORE, in consideration of the Mutual covenants and **MOUs** herein contained the parties hereto, intending, to be legally bound, agree as follows:

NIU AND ESPL AGREES AS FOLLOWS:

Support Fees

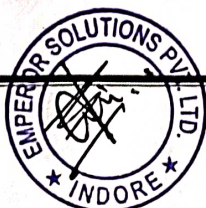
Client agrees to pay a fee as per annexure1.0. Payment for each renewal term shall be due at the time of agreement and payment should be made within seven (07) days of the renewal date at the Vendor's current price for a support agreement and attached annexure1.0.

Non-Support Agreement Clients

Client not engaged in a current Support Agreement contained herein, **will not obtained any support.**

Taxes

All Charges under this Agreement exclude all applicable taxes and government charges, Agreement including the access to or license of the Supported Software and performance of the Services hereunder. 18 % GST on all billing will be applicable extra.



Term

This agreement shall start on the Effective Date stated in annexure 1.0. This agreement shall run for a period of one (1) year from the 01-Apr-2022 till 31-Mar-2023 and shall automatically renew for consecutive one (1) year periods unless either party provides written notice of termination within sixty (60) days prior to the anniversary of the Effective Date.

Vendor Responsibilities

Vendor will correct inherent errors in the Software that are not caused by Client's misuse, improper use, alteration or Damage of the Software. Vendor will supply Client with modifications and enhancements to the Software through the online updates. Under this Agreement Vendor will not perform on-site installation, corrections and enhancements.

Client Responsibilities

Client shall always supply support requests in written form via vendor's online support incidence tool. Client agrees to comply with all requests of the Vendor and to provide access to all documents, files, computers and servers necessary to the performance of the Vendor's duties under this Agreement. Client agrees to follow the Vendor's minimum hardware and software requirements in order for the Software to function properly in a production environment.

Client agrees that Vendor is not responsible, nor obligated to change Software due to Client's change in business practices, policies or procedures. However, Client may request new features or upgrades to accommodate all or part of said practices, policies or procedures. Client shall provide to Vendor all data that is relevant for resolving each support request. Relevant data may include, but is not limited to, log files, database dumps, program scripts, descriptions of the hardware and software environment, examples of inputs, and expected and actual outputs.

Client acknowledges that it is the sole responsibility of the Client, at all times, including specifically during all service functions performed by Vendor pursuant to this Agreement and undertaken on the Client's local/cloud/vendor's cloud installation of the supported Software, to protect and maintain an up-to-date software and other systems which Vendor's staff may directly access or in connection with which Vendor's staff may offer advice.

Client represents and warrants to Vendor that it:

- (a) is engaged in a lawful business enterprise;
- (b) is not a competitor or competing organization with a similar product;
- (b) can form legally binding contracts and is authorized to enter into this Agreement; and
- (c) is in compliance with all applicable laws appropriate to its location of business and nature of work.



Technical Support

The Client may open a new *Support Incident* by emailing to technical support engineer and submitting incident to vendor's online support tool. Support assistance may be delivered by telephone, email and/or remote assistance via a web meeting. Vendor will respond to the Support Incident in accordance with the *Support Response Times* section. Support will be provided to the Client for assistance with software bugs, repair of known issues, troubleshooting of software malfunctions, installation and deployment, general questions, end user questions, software administration and best practices procedures. Vendor is not responsible for software or hardware of third parties, but may, at the discretion of the support engineer, assist in troubleshooting these third party hardware/software issues on chargeable basis. Vendor will supply updates and/or enhancements with reasonable assistance to Client in installing and operating any new release or enhancement, provided, however, that if such assistance is to be provided onsite, such services will be charged at Vendor's then current consulting rate as per mutual understandings.

Software Maintenance

During the term of this agreement, Vendor will provide the maintenance with patches, bug fixes and releases of the Software along with other generally available technical material. These maintenance materials including the Software not to used to increase the licensed number of versions or copies of the Software or not addition of his other organization. The Client agrees not to copy, sell or transfer the supplied software but to destroy or archive the supplied Software. All patches, bug fixes and releases shall be subject to the agreement related to the Software.

Software Upgrades

Vendor will provide the Client with all minor software version releases during the term of this Agreement. Client agrees that the releases of software upgrades are at the sole discretion of the Vendor and shall follow the Vendor's internal quality standards. Further, Vendor will choose software features to be depreciated or included. Shall the Client receive a software upgrade after the Anniversary Date of the current agreement, this shall constitute the Client's consent to renew or engage in a new Support Agreement according to the annexure 1.0 below. Client not engaged in a current Agreement will be required to purchase an upgrade at a rate of the Vendor's current upgrade pricing.

Support Hours

Vendor will provide support Monday through Friday from 10:30AM to 07:00 PM IST with the exception of Vendor holidays. If Client requires support outside of normal support hours, this can be arranged on a case by case basis and is subject to the availability of the support engineer and may require a minimum of 24 hrs advance notice to the Vendor other than holidays. An urgent telephone contact will be available P1 Incidents (see *Support Priority Definitions*), database or server connectivity if the client is willing to pay as per attached annexure 1.0.



Support Priority Definitions

A priority issue may only be reclassified to a lower or higher priority issue, upon the prior approval of Vendor's Support Manager. Priority Issues are classified into: P1, P2 and P3.

Priority Issue ("P1"), High Severity

- Any fault which causes failure of a day to day operation critical feature.
- Significant loss of visibility of application performance or irreparable loss of data within the application (such as connectivity to the host server).
- Discovery of application bug with NO short term workaround.

Priority Issue ("P2"), Medium Severity

- Any fault which causes failure of a non-critical feature of the application.
- Application is running at a degraded capacity with potential risk of losing critical data.
- Failures in application performance that requires additional maintenance of the application elements.

Priority Issue ("P3"), Low Severity

- Loss of administrative capabilities (non-P1/non-P2) i.e. customization.
- Loss of full feature functionality (non-P1/non-P2) i.e. new development.
- Any remote upgrade or support not associated with resolution of a P1 or P2 issue.

Support Response Times Classification Initial Resolution - Final Resolution

P1 – High

< 1 business days

< 5 business days

P2 – Medium

< 3 business days

< 10 business days

P3 – Low

< 15 business days

< 30 business days or as per mutual understanding



Unresolved Calls

Not all calls may be resolved while the technician or phone is busy. Some calls require testing and/or assistance from our programming / development department to resolve. Vendor will keep the designated contact person updated as to the status of the open call if the problem cannot be resolved while on the phone with the technician.

Confidential Information

All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Vendor and will not be disclosed or used by Vendor except to the extent that such disclosure or use is reasonably necessary to the performance of Vendor's Work.

All information relating to Vendor that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

These obligations of confidentiality will extend for a period of 12 months after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

Client agrees not to directly or indirectly reverse engineer, decompile, replicate, and reproduce any or all parts of the software, including but not limited to its screens, database, database structures, executable programs, libraries, images, or scripts.

Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

Warranty

Vendor will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide a solution to problems but Vendor does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to Vendor Software running under the certified environments specified in the release notes for that product. Vendor will provide the Client with substantially the same level of service throughout the term of this agreement. Vendor may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR



PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

Termination

This agreement may be terminated for non-payment or material breach. Fees paid or due are nonrefundable

Unless. Termination of this agreement may only be made by a designated contact listed in the *Designated Contacts* section of this agreement. Upon termination of this Agreement, Service Provider shall have no further obligation to provide any Services hereunder to Client.

Intellectual Property

Vendor will retain ownership of all proprietary rights in the Software, including certain rights, if any, that Vendor has pursuant to license from another party. Upon full payment of the fees set forth in this Agreement, Vendor will grant to Client a non-exclusive license to use the Software in its own business organization as per listed in agreement. Client is not authorized to sell, transfer or license the Software or rights thereto to any other person or organization other than agreed in this agreement.

Limitation of Liability

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Vendor's Work, whether in contract, tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify Vendor against any claims incurred by Vendor arising out of or in conjunction with Client's breach of this Agreement. Vendor's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to Vendor during the six (6) month period prior to the date the claim arises.

Assignment

Client will not assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the Indore Jurisdiction, in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Illinois. The arbitration will be held in Illinois. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.



Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

Please sign, date and return copy of this Agreement to Emperor Solutions Pvt. Ltd. via email digital copy to mail@emperor-solutions.com

CLIENT ACKNOWLEDGES THAT CLIENT HAS READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. CLIENT REPRESENTS TO ALBX THAT CLIENT UNDERSTANDS THOSE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM.

Emperor Solutions Pvt. Ltd:

Software Product Name: Accsoff2.0

Organization: Emperor Solutions Pvt Ltd

Name & Title: Suchit Jain : Director

Authorized Signature

Effective Date: 01-Apr-2022

[Handwritten Signature]

Noida International University
-Registrar

