

Established in 1981

Sree Narayana College Chengannur, Kerala - 689508

Managed by the Sree Narayana Trusts, Kollam

Affiliated to the University of Kerala

Accredited by NAAC with B Grade

Tel : 0479 2962728

e-mail:sncchengannur@gmail.com

Website:www.sncchengannur.ac.in



Dr. Anju K S

Principal in charge

Mob : +91 9447187800

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ERP Vendor User Agreement and Annual ERP Bills for Metric 6.2.2

EMBASE Pro-Suit - College e-Governance Platform Service Agreement
കേരളം കേരള KERALA ED 667773

This Software as a Service Agreement (the "Agreement")
is made and entered into as of this

25th day of July 2023 (The "Effective Date")

By and Between

1. EMBASE PRO SUIT PRIVATE LIMITED, existing and organized under the Laws of Indian Companies Act, whose address is ROOM No 10/572, MG University innovation Foundation, Priyadarshini Hills, Kottayam, Kerala, Pin, 686562, India Hereafter Called "Service Provider".
2. Sree Narayana College Chengannur , Chengannur, Alappuzha, Kerala 688004. Hereafter Called "Consumer".

Terms and Conditions

1. Agreement: Prepare this agreement by the Service Provider, handover to the Consumer. The Consumer signs this agreement, sends it to the Service Provider by post or by email. The Service Provider also signs the agreement and sends the copy to the Consumer by post or by email.

PRINCIPAL
SREE NARAYANA COLLEGE
CHENGANNUR

10593
25/07/2023
Submits - gnb
- Anju - gnb - chengannur

F1002 KM [Signature]

EMBASE PRO SUIT PRIVATE LIMITED
Priyadarshini Hills P.O
PIN 686562
Kottayam, Kerala
Innovation Foundation

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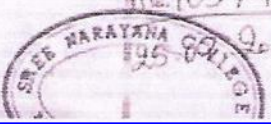
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ED 667774

2. **Plan and Pricing:** EMBASE software is categorized into four different Plans. Each Plan varies with its modules, features and price.
 Selected Plan : as per the quotation/sale order (Quotation # S00716)
 Cost of the Plan : as per the (Quotation# S00716) /sale order (attached)
 Modules : EMBASE Pro Suit A Complete E-governance Guide for Arts and Science Colleges Booklet V21.0.8 (attached)
 Add on Modules : Refer EMBASE Pro Suit A Complete E-governance Guide for Arts and Science Colleges Booklet (attached), which is chargeable.
3. **Invoice and payments:** the **Service Provider** should prepare the invoice and share it to the **Consumer**. Transfer the agreed payment to the **Service Provider** by the **Consumer** as per the payment term.
4. **Payment term:** The **Consumer** must pay the amount to the **Service Provider** in advance up on the agreement.
5. **Documents:** The **Consumer** should hand over the profile of the institution, contact details, high resolution logo and Data of the Students, staff, library books in excel sheet to the **Service Provider**. Options are available to create accounts by the teachers and by the students.

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CHENGANNUR

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2023 [Signature]
[Signature]



6. Training of the application. The **Service Provider** should conduct free two offline training to the **Consumer** mentioned in the next clause. Further offline training will be charged to the **Consumer** by the **Service Provider**.

7. Timeline for the implementation of the application and Training sessions

Sl.	Stages of the Implementation	Description
1	Signing of the Agreement	Both parties has to sign the agreement
2	Transfer the Payment	The payment is to be transferred by the Consumer to the Service Provider
3	Domain Creation	Next working day after transferring the Payment Domain details will be transferred to the Consumer .
4	Data Migration Process	Service Provider/Application provides the data templates for collecting the data. Consumer returns/import the data of student, library and fee outstanding and will process by the Service Provider/Application
5	Training of EMBASE Pro Suit	Training of the application to the Consumer
6	Number of training sessions	Free Two Offline

8. Customer Support: If any type of bugs or issues can be forwarded to the customer support through designated ERP. The **Service Provider** prioritizes the issue and rectifies, updating on ERP which is accessible to the **Consumer**. FAQ is available to access by the users of EMBSE Pro Suit

9. Agreement Term: This Agreement shall be effective as of the Effective Date and shall remain in force for an initial period of two (2) years (the "Initial Term"). Following the Initial Term, this Agreement shall be automatically renewed for subsequent periods of one (1) year each (the "Renewal Term") unless terminated by either party with a notice period of sixty (60) days prior to the end of the Initial Term or any Renewal Term.

10. Termination: This agreement will be terminated by the provisions of the 'Terms', or by a thirty (30) days prior termination notice from any of the parties. In the event that the **Consumer** does not remit funds to the **Service Provider** in the timeframes set out then the **Service Provider** reserve the right to, 1) suspend their activities with regard to the **Consumer** and with no liability to the **Consumer** for any delays on services and 2) terminate this agreement with the **Consumer** within fifteen (15) days notice. Upon termination the data related to the **Consumer** will be shared through excel file by **Service Provider**.

11. Confidentiality: The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees to protect the



For K.R. [Signature]



confidentiality of such information in a manner consistent with the way a reasonable person would protect similar Confidential Information. "Confidential Information" means the information and materials noticed or marked by the Service Provider or the Consumer as confidential and proprietary, or which should reasonably be understood as confidential and proprietary given the nature of the information or materials. "Confidential Information" does not include information that (i) is already known to the receiving party at the time it is disclosed and has not been obtained wrongfully, (ii) becomes publicly known without fault of the receiving party, (iii) is independently developed by the receiving party, (iv) is approved for release in writing by the disclosing party, (v) is disclosed without restriction by the disclosing party to a third party, or (vi) is disclosed pursuant to legal obligations beyond the control of the disclosing and receiving parties.

12. Legal Action: At the Service Provider's request, the Consumer shall cooperate fully with the Service Provider in any and all legal actions taken by the Service Provider to protect its rights in the Service Provider's Application (EMBASE Pro Suit) and in the Service Provider's Confidential Information

13. Any additional customization will be charged to the Consumer

14. Taxes: will be charged according to the Indian Tax law and will be responsible to pay by the Consumer

15. This agreement shall be the most recent version distributed by the Service Provider in the English language in the form of document files and one (1) set in hardcopy. The Consumer acknowledges that the Documentation is protected by copyright and may be reproduced or translated only as permitted in this Agreement. Any translations of Documentation are derivative works and are owned by the Service Provider.

16. Amendment: This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by the parties hereto.

17. No Third Party Beneficiaries: No entities not a party to this Agreement shall be deemed third party beneficiaries, hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

EMBASE PRO SUIT PRIVATE LIMITED

Sree Narayana College Chengannur

Signature (For the Service Provider)

Signature (For the Consumer)

Date: 25/07/23

Date:

By: Firoz K A

By: Dr. Shereen K

Title: CFO

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SREE NARAYANA COLLEGE
CHENGANNUR



Annual ERP Bill



EMBASE Pro Suit Private Limited
Room Number.10/572
MGU Innovation Foundation, Priyadarshini Hills
Kottayam 686562
Kerala KL
India

Payment Receipt: BNK1/2023/08/0005

Payment Date: 04/08/2023

Customer: Sree Narayana College Chengannur

Payment Method: Manual

Payment Amount: ₹ 18,000.00

Memo: INV/2023/08/0005

Invoice Date	Invoice Number	Reference	Original Amount	Amount Paid	Balance
05/08/2023	INV/2023/08/0005		₹ 18,000.00	₹ 18,000.00	₹ 0.00

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