

S. M. Katkar

B.A. (Hons), L.L.B.

FOUNDER DIRECTOR



ZEAL EDUCATION SOCIETY

Regd. No.MAH/11146/96/PUNE, Dt. 25-3-96 & F-12037 (Pune) Dt. 18-5-96

📍 Sr. No - 39, Narhe Dhayari Road, Narhe, Pune - 411 041 (MS) India.

☎ 020 - 67206000 Tele Fax : (020) 67206101

✉ zeal@zealeducation.com 🌐 www.zealeducation.com

Ref:ZES/NC/754

Date : 15/11/2021

**EDUPLUSCAMPUS ERP USAGES, DATA PROTECTION &
HANDOVER, CONFIDENTIALITY & NON-DISCLOSURE
AGREEMENT**

THIS AGREEMENT is signed on 1st day of July, 2021 (the "Effective Date") between Zeal Education Society, Pune (hereinafter called Purchaser) and Vishwakarma Global Education Services Private Limited, PUNE a SOFTWARE COMPANY (hereinafter called Supplier), (collectively, the "Parties" and each individually a "Party").

The Parties are exploring the possibility of engaging in one or more mutually beneficial business relationships (collectively, the "Business Relationship"). The Parties recognize that in the course of their discussions to further the Business Relationship, it will be necessary for each Party to disclose to the other certain Confidential Information (as defined below). Each Party desires to set forth the terms that apply to such Confidential Information.

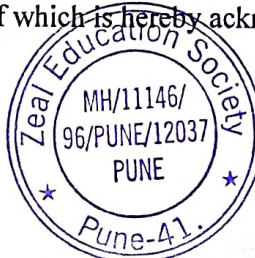
WHEREAS, either Party possesses certain confidential proprietary information; and

WHEREAS, in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the "Business Purposes") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of one Party may become available to the other Party.

WHEREAS, either Party desires to prevent the unauthorized use and disclosure of its confidential proprietary documentary or oral information.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:


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BHARAT RAJKUMAR AGARWAL
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[1] Agreement period

This agreement shall be for the period of five years, which can be renewed thereafter by written consent of both the parties on mutually agreed revised terms. However, the "Confidentiality" and "Non-Disclosure" clauses shall be binding on the parties even after expiry or termination of the present agreement.

[2] Confidential Information

For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access by the Purchaser or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

[3] Non-disclosure Obligations

The Supplier promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Supplier further promises and agrees:

- A. To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.
- B. Not to use any of the Confidential Information except for the Business Purposes.
- C. Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Purchaser in accordance with this Agreement.
- D. Not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Purchaser in any commercial activity which may


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be comparable to the commercial activity contemplated by the parties in connection with the Business Purposes.

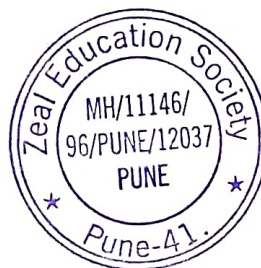
- E. To restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.
- F. To advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Purchaser, any of the Confidential Information, and, upon Request of the Purchaser, to provide the Purchaser with a copy of a written agreement to that effect signed by such persons.
- G. To comply with any other reasonable security measures requested in writing by the Purchaser.
- H. To refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Purchaser.
- I. To undertake not to disclose any names and their particulars to third parties without the written consent by the Purchaser.

[4] Exceptions

The confidentiality obligations hereunder shall not apply to Confidential Information which:

- A. is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or
- B. is in the possession of the Supplier with the full right to disclose prior to its receipt from the Purchaser, as evidenced by written records; or
- C. is independently received by the Supplier from a third party, with no restrictions on disclosure.


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[5] Return of Confidential Information

The Supplier agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Supplier, embodying or pertaining to the Confidential Information.

[6] No Right to Confidential Information

- A. The Supplier hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Supplier by the other Party to use any of the Confidential Information.
- B. The Supplier further agrees that all inventions, improvements, copyrightable works and designs relating to studies, methods, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the other Party, and the Supplier has no right or title thereto.

[7] No Warranty

The Purchaser has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Supplier, and the Supplier agrees that the Purchaser shall have no liability resulting from the use of the Confidential Information or such other information.

[8] No Commitment

The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Purchaser to enter into any business relationship with the Supplier or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.


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[9] Use of Supplier's credentials

The Purchaser can use Supplier's logo name and all reports of ERP - in various reports/proposal submitted to UGC, NBA, NAAC, State Government, Central Government & other statutory committees, Educational conferences. Supplier will be willing to help Purchaser for Academic improvement of Faculty & students on mutually agreeable terms.

[10] Data Ownership and access to Cloud Database

Purchaser will be the sole owner of Data Stored/uploaded on Cloud ERP as it is IPR of Purchaser. No direct access to database can be provided to Supplier. All the access will be through ERP only.

[11] Compelled Disclosure

If the Party faces legal action to disclose Confidential Information received under this Agreement, then the Party shall promptly notify in writing the other Party and the same shall be discussed with the other party and only after such discussions the disclosure can be made after obtaining written consent from the other Party of whose information is to be disclosed as such party shall have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.

[12] Losses

The Supplier agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Supplier's breach of this Agreement.

[13] Communication

The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages,


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notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, post paid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.

[14] Counterparts

Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.

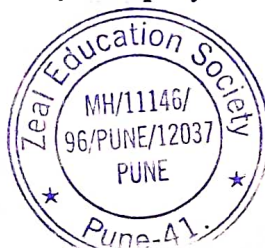
[15] On line Fees collection and Payment Gateway

To avoid all cash transactions challenges & possible malpractices, Purchaser may accept the student fees on-line along with cash transaction. Supplier will integrate standard Payment gateway for online payments after due diligence. Purchaser can choose one payment gateway in consultation with Supplier. Supplier may give new Payment Gateway option to Purchaser based on changing market scenario. Integrated Payment Gateway will allow all transactions type such as -Credit card, debit card, net banking, UPI, IMPS, NEFT, RTGS, Electronic bill payment and presentment, Standing Instructions etc.

[16] Payment Gateway & Other Third Party integration related responsibilities of Purchaser

- Third party interactions, certification and auditing, will be managed by Purchaser directly. Support needed from Supplier will be provided on case-to-case basis.
- For Online fees collection necessary formalities / agreement shall be signed by Purchaser with Payment Gateway Company.

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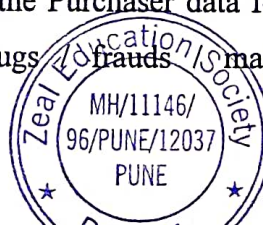
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- C. Payment gateway related issues are to be dealt with Payment Gateway Company directly. However, Support needed by Supplier will be provided on case-to-case basis.
- D. The fees paid by students are collected by payment Gateway Company and is directly transferred to the purchaser's Bank accounts. Supplier only gets details of Transactions. Therefore, Queries related to Fees transaction will directly be transferred to the payment gateway provider and Supplier will have no role & responsibility in solving the transaction related queries. However, Support needed from Supplier will be provided on case-to-case basis.
- E. Payment gateway activities are to be monitored by Purchaser staff on daily basis in consultation with Payment Gateway staff.

[17] Scope & Responsibilities of The Supplier

- A. **ERP Enablement:** Supplier will enable modules of EduPlusCampus ERP system on Internet Servers (Cloud) at Supplier designated location(s).
- B. **Training & Support:** The Supplier will configure & provide access to modules, demonstrate and train main Users through online mode & extend on-line service support to actual Users if needed. Supplier follows the train-the-trainer approach especially for faculty members & students who are large in number. A few Users of the solution (selected by purchaser) will be provided online training. These Users are expected to train others on the solutions, including any ongoing / repeat training needs. Still if the support is needed for training, it will be provided by Supplier.
- C. **Privacy of Purchaser data:** Purchaser Data and processes privacy will be maintained by the Supplier. Only sample data may be used for demonstration to probable clients. No Data will be shared by Supplier with any third party for profit making.
- D. **Purchaser Data Inspection & reporting:** As a security measure, Supplier will continuously inspect, analyse the Purchaser data for any exceptions / challenges / data corruptions/ bugs / frauds / malpractices. Reports


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regarding same will be generated & sent to Supplier via email / post. Some reports / SMS will be auto generated. If errors are found, will either correct it or will inform to purchaser authorities for their study & further probable action.

E. ERP Usages and development support: Supplier will assist Purchaser Users in effective utilization of Cloud ERP modules and will also develop new modules or facilities as per the requirement of Purchaser.

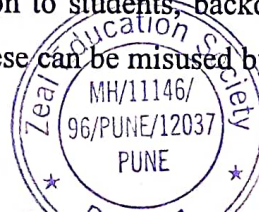
[18] Responsibilities of Purchaser

- A. IT Infrastructure:** Purchaser will provide necessary hardware with healthy high speed internet to Purchaser's Users. Healthy - Continuous - good Bandwidth in-campus Internet Connection from multiple agencies is most essential need of Cloud based ERP.
- B. ERP Co-coordinator:** Purchaser will provide at least one Co-coordinator / System Administrator for coordinating various activities with the Supplier for ERP implementation.
- C. Training support:** Institute will ensure that the key personnel are available during Demonstrations & online Training.

[19] Transactions/Data Entry Ownership

- A.** Purchaser will be solely responsible for all the transactions/entries done through authorised login of only purchaser. But if there is unauthorised login from the supplier using purchaser's credentials, any loss suffered shall be indemnified by the supplier to the purchaser.
- B.** Purchaser will be responsible for all activity occurring under its control and will abide by all applicable laws. Both Parties will notify each other immediately of any unauthorized use of the Services or Services Environment.
- C.** Based on need / demand from various Educational Campuses, some special -compulsorily required facilities are provided by Supplier to Purchaser such as Receipts cancellation, Concession to students, backdated receipt entry, receipt for Scholarship. At times these can be misused by Purchaser's Users

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for their personal financial benefits. Supplier will be in no way responsible for any loss (Financial / goodwill) to Purchaser due to misusing of EduPlusCampus ERP by Purchaser's staff. A close watch needs to be kept by Purchaser's senior officers on such transactions.

- D. Purchaser agrees that Purchaser & its Users will be solely responsible for all the transactions done through authorised logins (of only Purchaser). These transactions also include all data entry & data modifications, Fees collection & Receipt cancellation, Admission cancellation, fees refund, modification of Fees demand, back dated receipt entry & cancellation, on line Fees receipt cancellation, giving concessions, Master modifications/deletion etc., It is necessary that Purchaser carefully gives privileges & access to the Users & keeps close monitoring on all the transactions - especially transactions related to fees and marks. If any of Purchaser's staff is facing technical queries while performing any of the transaction using the above mentioned special facilities, then request to resolve such queries/request to perform such transactions must be made to Supplier's staff through E-mail/written mode only.

[20] Term and Termination

This Agreement shall commence on the date first written above. The Supplier's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of one year from the date above or the other Party provides the Supplier with written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, the Supplier's obligations with respect to the non-disclosure of Confidential Information hereunder shall continue in full force even after expiration of this agreement or termination of this agreement by any mean.

[21] Remedies

The Supplier understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this


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Agreement may cause the Purchaser irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Purchaser shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Purchaser shall deem appropriate. Such right of the Purchaser shall be in addition to Remedies otherwise available to the Purchaser at law or inequity.

[22] Entire Agreement

This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.

[23] No Waiver

The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way effect the full right to require such performance at any time thereafter.

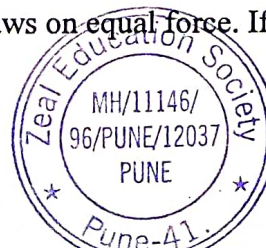
[24] Successors and Assigns

Neither shall any Party have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party. This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.

[25] Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India and the Party's country laws on equal force. If there is any conflict of laws, the law of India shall prevail.


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[26] Jurisdiction and legal dispute


Any legal dispute has to be communicated by sending a written notice to other party at the respective addresses as mentioned in this agreement below where authorised signatures are done. It is further mutually agreed by and between the parties that for any court proceedings, Court in Pune, Maharashtra shall have Jurisdiction.

[27] Attorneys' Fees

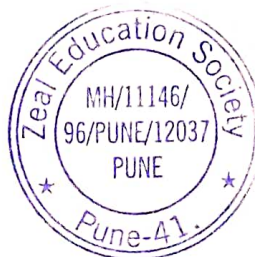
If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys' fees.

[28] Modification

This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

Party A (Purchaser):	Party B (Supplier):
Name: Zeal Education Society	Name: Vishwakarma Global Education Services Private Limited
Address: S.No. 39, Dhayari Road, Narhe, Pune, Maharashtra 411041, India.	Address: 7th floor, Suyog Center, Gultekadi, Market Yard Road, Pune, Maharashtra 411 037, India.
 SECRETARY Authorized Signatory	BHARAT RAJKUMAR AGARWAL Digitally signed by BHARAT RAJKUMAR AGARWAL Date: 2021.10.25 18:35:34 +05'30' Authorized Signatory


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