

Product License Agreement

THIS AGREEMENT is made and executed on this 27th day of October 2020, BETWEEN:

- (1) M/s Coherendz India Private Limited, a company registered under the provisions of the Companies Act, 1956, with its registered office at H. No. 2-17-76/3/1, Raghavendra Nagar, Kalyanpuri, Uppal, Hyderabad, India 500 039 and its Corporate office at #01, Catalyst (T-Hub), IIIT Hyderabad Campus, Gachibowli, Hyderabad, India - 500 032 (hereinafter referred to as "Coherendz or Licensor", which term shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the ONE PART;

AND

- (2) **SWAMI VIVEKANAND SUBHARTI UNIVERSITY** with its office in **Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut, Uttar Pradesh 250002** here in after referred to as "Institution or Licensee"), which expression shall unless it be repugnant to the context or meaning hereof shall be deemed to mean and include administrators, executors, legal representatives and permitted assigns (as the case may be) of the OTHER PART

This Agreement governs your acquisition and use of services of COHERENDZ for the Alumni Networking Solution – "Vaave" and subject to the terms conditions and realm of the various provisions contained hereinbelow:

1. Coherendz will build and deploy the Alumni Networking Website for all alumni of the institution. The application will be offered as a service and will be deployed on servers managed by Coherendz.
2. Coherendz shall be responsible for the backups, security, and management of the servers.
3. Coherendz shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Institution's Data. It will NOT (a) modify Data, (b) disclose Data except as compelled by law OR as expressly permitted by the Institution OR authorized by the Institution to access any Third-Party Applications (c) access Data except to provide the Services and prevent or address service or technical problems, or at the Institution's request in connection with customer support matters.
4. The Institution shall not
 - a. Make the Services available to anyone other than its alumni, staff and students.
 - b. Sell, resell, rent or lease the Services granted by virtue of this agreement.
 - c. Use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy
 - d. Use the Services to store or transmit Malicious Code.

The cost and payment terms for the service offered is as per the payment terms Appendix.



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6. Unless otherwise stated, the fees do not include any taxes, levies, charges, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.
 7. The payments once made are non-refundable, except for clauses mentioned in this agreement.
 8. The services purchased cannot be decreased during the relevant subscription term stated in the Appendix.
 9. Subject to the limited rights expressly granted hereunder, Coherendz reserves all rights, title and interest in and to the services, including all related intellectual property rights. No rights are granted to the Institution hereunder other than as expressly set forth herein.
 10. Subject to the limited rights granted by the Institution authorizing Coherendz to use their data, to provide services, Coherendz acquires no right, title or interest from the Institution under this Agreement in or to Institution's Data, including any intellectual property rights therein.
 11. Subject to the limited rights granted by a user to use the services, or user authorizing the Institution to access his information to become a member and use the services, Coherendz acquires no right, title or interest under this agreement to User Data, Including intellectual property therein. User usage of services is governed by End User License Agreement (EULA) and Privacy Policy mentioned at the time of user registration. The Institution has the complete rights on the User Data.
 12. Coherendz shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the services any suggestions, enhancement requests, recommendations or other feedback provided by the Institution, including Users, relating to the operation of the services. Coherendz also reserves the right to add / modify / discard any of the features that it feels appropriate based on the research and feedback and may not implement all the features suggested by the institutions.
 13. Both Coherendz and the Institution shall maintain the confidentiality of all the information, that is designated as confidential, whether orally or in writing, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
 14. This Agreement commences on the date accepted and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.
 15. In case of any disruption of services, for causes including by not limited to, hacking attempts on the server, insertion of malicious codes, server disruptions, server downtimes, etc., Coherendz shall ensure that the services are restored as soon as possible and shall communicate the same to the institution. In any such cases, liability of Coherendz shall restrict only to restoration of services and data from last scheduled backup. The general uptime will be around 99.8% on a month on month basis. Coherendz will pay a penalty of 5% of the fee charged from the Institution if downtime is below 99% on a month on month basis.
 16. Either parties may terminate this Agreement for a cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains unresolved at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or (iii) the Institution's account become overdue, in that event no notice is required for termination c
- Notwithstanding anything to the contrary contained in this Agreement, C
- refund the fee on a pro-rata basis to the Institution in the case of terminati

e liable to
ent due to



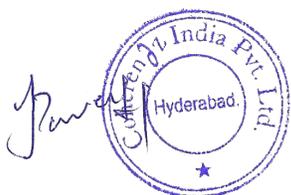
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failure of any discharge on the part of Coherendz. The Institution shall, however, give a 45 days notice to this effect to the Coherendz.

17. In no event shall any termination relieve the Institution of the obligation to pay any fees payable to Coherendz for the period prior to the effective date of termination.
18. Upon any termination for cause by the Institution, Coherendz's liability shall be limited to allow the Institution to download their member data, in comma separated values (.csv) format long with attachments in their native format. Refund of fees, if agreed in the Order Form, shall be only valid, if terminated before the date as mentioned in the order form. Coherendz shall be responsible to meet all such obligations within 3 months of from the date of termination notice. Coherendz shall have no obligation to maintain or provide any of the Data and shall thereafter, unless legally prohibited, delete all of the Data in its systems or otherwise in its possession or under its control.
19. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the Courts of Meerut, India and not any other court anywhere in India. However, both the parties hereby specifically agree to resolve their dispute or disputes if any by appointing the arbitrator or trained mediator mutually consented before approaching any court or quasi-judicial authority.
20. Force Majeure: A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement in such circumstances.
21. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 20 (Force Majeure).
22. This agreement is valid until either of the parties chooses to terminate it. The agreement will be renewed automatically every year with the payment of the fee for that corresponding year.



A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.



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Appendix: Subscription Plan

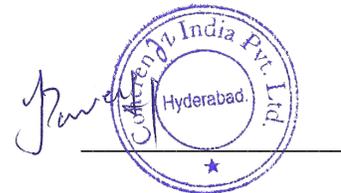
One Time Setup Cost	INR 35,000	Portal Setup and configuration
Annual Subscription Charges (ASC) From 1 st year onwards	INR 65,000	<ul style="list-style-type: none"> • Support and Backups • Product upgrades • Domain, Hosting & Bandwidth
Plan	Grow	
Payment Gateway Service Charges (Only if applicable)	2.25% (All Indian Payment options and international payments disabled) 3% (All Indian Payments + International & Amex cards)	

All the prices mentioned above are exclusive of taxes. One Time Setup cost should be paid at the time of signing of agreements. The Annual Subscription Charges (ASC) for the first year should be paid in 1 month from the time of signing of agreements. From the 2nd Year, the ASC should be paid at the beginning of every year (For ex, the subscription charges for the 2nd year should be paid at the end of the 1st year). The subscription charges will be revised at the end of every 3 years (not exceeding 25%).

IN WITNESS WHEREOF the LICENSOR and the LICENSEE here in above named have here to set their respective hands and signed this AGREEMENT in presence of the attesting witnesses signing as such on the day first above written.

- Signed & sealed and executed for
and on behalf of COHERENDZ INDIA PRIVATE LIMITED

Location: Hyderabad, India



- Signed & sealed and executed for
and on behalf of Swami Vivekanand Subharti University

Location: Meerut, India