LICENSE AGREEMENT

THIS AGREEMENT is made on this 27th August'2022 between Knimbus Online Pvt. Ltd. ("**KOPL**" or "**Licensor**"), a company incorporated in India, with principal place of business at Unit No. 408 B, 4th Floor, D-2, Southern Park, Saket, New Delhi -110017 and **Shree Guru Gobind Singh Tricentenary University Gurgaon-Badli Road Chandu, Budhera, Gurugram, Haryana 122505.** ("**Licensee**") (collectively referred to as "**Parties**" and individually referred to as "**Party**").

Whereas:

A. Licensor is engaged in the business of online services and has developed a web-based library platform termed as "Knimbus mLibrary";

B. Knimbus mLibrary is a digital library platform, which facilitates users to access digital content from multiple sources and this platform offers a single search interface to the End-users and acts as an intermediary to other databases; and

C. Licensee is an Institute or Organisation and is desirous of availing Knimbus mLibrary for the sole benefit of the End-users.

NOW THEREFORE, the following terms and conditions are agreed upon by the Parties:

1. DEFINITIONS

In this Agreement, except where the context otherwise requires, capitalized terms and expressions shall have the following meanings:

i. "**Confidential Information**" means and includes technical, financial and commercial information and data relating to parties or their affiliates' respective businesses, finances, planning, facilities, products, techniques and processes and shall include, but is not limited to, discoveries, ideas, concepts, know-how, business methods, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer data and other technical, financial or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms which a Party would not have been exposed to but for this Agreement. It further means and includes: the terms and conditions of this Agreement; non-public information reasonably designated as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential; information of whatever form, format or media, including oral or written information or information reduced to a tangible form and includes all information communicated or obtained through meetings, documents and/or correspondence which is of a commercial, technical or financial nature relating to the disclosing Party and/or its associates and which relates to any released or unreleased products, business policies, trade secrets, know how, development or technical information, intellectual property rights, business plans, operations or systems, details of customers, information relating to the officers, directors or employees of disclosing Party and/or its associates, or strategies and practices of either Party and/or any relevant information received from other third parties which both Parties are reasonably obliged to treat as confidential; any other information marked "Confidential".

ii. "**Customisation**" shall refer to any development, modification, configuration, integration or changes in the Software or otherwise in relation to the SaaS Services as required by the Licensee that is mutually agreed upon by the Parties. The development, modification, configuration, integration or changes in the Software or otherwise in

relation to the SaaS Services, payment and delivery schedule shall be as provided in Schedule B of this Agreement.

iii. **"Documentation"** means the user guides, online help, release notes, training materials and other documentation provided or made available by the Licensor to the Licensee or their End-users regarding the use or operation of the SaaS Services.

iv. **"End-users"** shall refer to the individuals, to whom the Licensee intends to provide access to the SaaS Services;

v. **"Effective Date"** shall mean the date from which the obligations contained herein are enforceable against either Party which shall be as set out in the License Form in Schedule A ;

vi. **"End Date"** shall mean the date on which the obligations contained herein shall cease to bind the Parties which shall be as set out in the License Form in Schedule A;

vii. **"Knimbus mLibrary"** is a Software-as-a-Service platform with integrated tools like Off-Campus Access, Universal Search, Mobile App, Librarian Dashboard and Reporting so that users can seamlessly access the digital resources anytime, anywhere and on any device;

viii. **"SaaS Services"** shall refer to specific internet accessible service that is hosted by Knimbus mLibrary or its service provider and made available to the Licensee over the network on a term use basis;

ix. **"Service Defect(s)"** shall mean any deviation in the actual performance, utility and functionality of the SaaS Services from the performance, utility, and functionality of the SaaS Services as represented in the documentation corresponding to the SaaS Service. Service Defect(s) does not include requests for enhancement or additional features.

x. **"Software"** shall refer to the object code version of any web-based library platform termed as "Knimbus mLibrary" to which the Licensee is provided access as part of the Services, including any updates or new versions;

xi. **"Subscription Term"** shall mean the duration between the Effective Date and End Date during which the Licensee shall have on-line access and use of the Software through KOPL's SaaS Services. The Subscription Term can be renewed for successive 12-months period at the mutual election of parties.

2. SAAS SERVICES

i. KOPL hereby grants the Licensee, a nonexclusive, non-assignable and non-transferable license to access and use the SaaS Services during the Subscription Term solely in accordance with the terms and conditions of this Agreement.

ii. Licensee acknowledges that KOPL shall not provide copies of the Software to the Licensee as part of SaaS Services under this Agreement.

iii. Licensee acknowledges that KOPL holds exclusive rights on its Software including its features and services.

iv. The SaaS Services shall be hosted on servers maintained and operated by KOPL, and the Licensee shall have the right to utilize the Services through such hosted servers.

v. Licensee shall have the right to operate the SaaS Services only after payment of due consideration
as provided under Clause 5 and Schedule A and on submission of duly filled data source list format with complete source authentication information as desired for developing data sources as provided in the License Agreement.

vi. Licensee shall accept the Terms of Use in respect of the SaaS Services, as provided in Schedule E of this Agreement. The End-users of the Licensee shall be subject to and adhere to KOPL's Terms of Use of this Agreement. KOPL retains the right to amend or change or update the Terms of Use at any time and the Licensee with its End-users shall accept any such amendment accept any such amendment or change or update made therein.

3. CUSTOMISATION

i.   Any Customisation, required by the Licensee, shall be provided by KOPL as per the delivery schedule

ii.   All intellectual property rights in respect of any Customisation provided by KOPL, under this Agreement, shall vest with KOPL.

4. AVAILABILITY AND TECHNICAL SUPPORT

i.   KOPL undertakes to acknowledge and resolve Service Defects reported by the Licensee in writing by raising the request, in least time possible however, if KOPL fails to cure the defects within the time frame mentioned in the request, the same will be deemed to be a material breach of this Agreement and KOPL shall be liable for the damages/Service credits in accordance with the terms of the agreement.

ii.   KOPL undertakes to acknowledge and resolve Service Defects reported by the Licensee, in least time possible.

5. DATA SECURITY

i.   KOPL shall be responsible for the security and safe custody of any data provided to KOPL by the Licensee or any person authorised by or affiliated to the Licensee during the Subscription Term of this Agreement and even after the termination of said Agreement. Any such data will be kept secret and confidential and not be passed on to any other agency or individual other than any person authorised by the Licensee.

ii.   KOPL shall comply with all its obligations under applicable local law relating to data protection in ensuring data protection.

6. BILLING AND PAYMENT

i.   Payment consideration for SaaS Services including GST shall be paid in full by the Licensee in advance annually as prescribed under Schedule A.

ii.   Payment consideration for SaaS Services shall be paid by the Licensee within fifteen (15) business days of receipt of invoice by the Licensee.

iii. SaaS Services shall not be made available until payment consideration is received by KOPL.

iv.   KOPL, for the purpose of renewal of Subscription Term shall be permitted to change the payment consideration for availing subsequent SaaS Services at the end of Subscription Term.

vi.   In the event, by mutual agreement, if the parties decide to increase the number of End-users, over and above as agreed upon in the License Form in Schedule A, payment will be made for the additional End-users on a pro-rata basis.

7. OBLIGATIONS OF THE LICENSEE

i.   **Assistance**: The Licensee will provide complete assistance to KOPL for providing SaaS Services as provided for in Clause 2. This may include but not limited to providing details of content subscribed in formats provided by KOPL and registration of IP address with publishers/content providers.

ii.   Licensee agrees to cooperate at any time when KOPL decides to bring down its network and interrupt access to the KOPL's server(s) to perform necessary maintenance and/or software upgrades provided that 24 hrs prior written intimation shall be given by KOPL to the Licensee..

iii. **Third-party commitments:** Licensee and/or its agent shall have no authority to bind KOPL to any third-party commitments of any nature and Licensee shall not hold out as an authorized representative or agent of KOPL in any manner whatsoever to any third party.

iv. **User limit:** The number of End-users allowed to use the SaaS Services shall not exceed the number as agreed upon in the License Form in Schedule A .In the event, by mutual agreement, the parties decide to increase the number of End-users, the Licensee shall make payment for additional End-users as provided in Clause 6(vi).

v. **Compliance with Laws:** The Licensee shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

vi. **Unauthorized Use; False Information**: The Licensee shall: (a) notify KOPL immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to KOPL immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by the Licensee and/or its End-users, and (c) not provide false identity information to gain access to or use the SaaS Services.

vii. **Administrator Access:** Licensee shall be solely responsible for the acts and omissions of its End-users. KOPL shall not be liable for any loss of data or functionality caused directly or indirectly by the End-users.

8. RESTRICTIONS

Licensee shall not, and shall not permit anyone to:

i. License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the SaaS Services in any way;

ii. copy or republish the SaaS Services or Software;

iii. Make the SaaS Services available to any person other than the End-users;

iv. Modify or create derivative works based upon the SaaS Services or Documentation provided by KOPL;

v. Remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software used to provide the SaaS Services or in the Documentation;

vi. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law; or

vii. Access SaaS Services or use the Documentation in order to build a similar product or competitive product. Subject to the licenses granted herein, KOPL shall own all right, title and interest in and to the Software, SaaS Services, Documentation, and other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein.

9. INTELLECTUAL PROPERTY RIGHTS

i. KOPL retains all ownership and intellectual property rights to the SaaS Services, Software, any Customisation therein and anything developed and delivered under this Agreement.

ii. KOPL retains all proprietary rights in its respective trademarks and logos, and the Licensee agrees not to use such marks for any purpose without the prior written consent of KOPL.

iii. The Licensee acknowledges and agrees that, as between the Parties, KOPL is the exclusive owner of all right, title, and interest, including but not limited to the copyrights, trademark rights, patent rights, trade secrets and any other intellectual property rights, in and to the SaaS Services and the Software, and all modifications and derivative works thereof.

iv. This Agreement shall not be construed as a sale of any rights in the SaaS Services, Software or any part thereof. Any attempt to transfer or assign the SaaS Services or any part thereof or any

rights therein including but not limited to the copyright, trademark rights, patent rights, trade secrets or any other intellectual property rights, which is not consistent with this Agreement shall be null and void.

v. The Licensee will not allow any other party to assert any ownership rights over the SaaS Services and the Software and shall not pledge, loan, grant a security interest in, or otherwise encumber the Software except as expressly provided herein.

The Licensee agrees to adhere to all reasonable requests made by KOPL to protect KOPL's intellectual property rights as those that reasonably relate to the Licensee's activities under this Agreement.

vi. Licensee is the owner of all proprietary rights in its respective trademarks and logos.KOPL may use the name, registered trademarks, service marks, logos, insignia or any other proprietary designation (collectively the "Marks") of the Licensee with the prior written approval of the Licensee, however, nothing in this Agreement shall be deemed, construed or interpreted as granting to KOPL any right to use any of the Marks, products or services of the Licensee. While using the said Marks, KOPL shall comply at all times with the current version of the applicable mark and logo guidelines of the Licensee without any fail

vii. KOPL represents and warrants that any and all the Documentation, data, reports or any other material generated under the terms of this Agreement is developed independently by KOPL and is free from any and all the encumbrances, rights, claims or violation of any intellectual property rights of any third parties.

viii. Save as otherwise expressly granted under this Agreement: (i) KOPL owns and retains all rights, title, or interest in and to the SaaS Services in relation to the Software and any intellectual property rights and other proprietary rights therein, and does not grant such rights to the Licensee whether by implication, statute, estoppel or otherwise; and (ii) all permitted use of the SaaS Services is by the license contemplated under this Agreement only, and is not subject to the "first sale" or any similar doctrine under copyright or other applicable intellectual property rights laws. Except as otherwise expressly granted in the Agreement, any use in the Agreement of words such as "distribute", "sale", "fees" or other similar words is for convenience only, and not to be construed to mean that title to any underlying intellectual property rights in the SaaS Services is being transferred.

10. TERM AND TERMINATION

i. (a) The Subscription Term of this Agreement shall commence on the Effective Date and continue for a period of twelve (12) months from the Effective Date (the "**Term**") unless terminated by either party as provided for under this Clause.

(b) Upon expiry of the Term, KOPL and the Licensee may mutually determine to renew the Term under this Agreement for a successive period of twelve (12) months Term ("**Renewal Term**"). Renewal request shall be sent by either party 3 months prior to the expiry of Subscription Term.

ii. **Termination by either Party in event of default:** Either party may terminate this Agreement immediately upon a material breach by the other party under the terms of this Agreement that has not been cured within thirty (30) days ("**cure period**") after receipt of notice of such breach.

iii.

iv. **Termination for non-payment:** KOPL reserves the right to terminate this Agreement, if the Licensee fails to pay the undisputed payment consideration under Clause 6(ii).

v. **Effects of termination:**

(a) Upon termination of this Agreement or expiry of the Subscription term, KOPL shall immediately cease to provide SaaS Services and all usage rights granted under this Agreement shall terminate.

(b) Termination shall not, however, relieve either Party of its obligations incurred prior to termination. For the avoidance of doubt, termination of this Agreement for any reason shall not relieve the Licensee of its obligation to pay all fees due to KOPL from the Licensee hereunder.

(c) In the event of termination by KOPL due to a default by the Licensee, the Licensee shall pay to KOPL any and all amounts then due under this Agreement and to become due during the remaining term of this Agreement, within a period of 30 days.

(d) In the event of termination by the Licensee, KOPL shall not be liable to refund or pay the Licensee any amount for availing its SaaS Services.

(e) Upon termination of this Agreement, the Licensee will discontinue all use and return to KOPL, or at KOPL's election, destroy, all Confidential Information of KOPL, including all the SaaS Services in relation to the Software, marketing materials, training materials, and any copies of the foregoing in its possession or under its control.

(f) Upon termination of this Agreement, all rights and licenses granted to the Licensee hereunder shall immediately terminate and rights in and to the SaaS Services rendered to the Licensee under this Agreement shall revert to KOPL.

(g) The obligations of confidentiality and non-use shall survive any expiry or earlier termination of this Agreement.

(h) Termination of the Agreement under this Clause will not prejudice any rights and liabilities of either Party, which have arisen/accrued on or before the date of termination. The provisions of Representation and Warranties, Confidentiality, Indemnity, Governing laws and Dispute Resolution, Notices as are applicable or relevant thereto, shall survive for 5 (five) years from the date of Termination of this Agreement.

10. REPRESENTATIONS AND WARRANTIES

i. Each Party hereby represents and warrants to the other that –
(a) each has the full authority to enter into this Agreement and to grant the rights contemplated herein and further warrant that as at the date of execution of this Agreement, neither Party knows of any agreements, charges, actions, suits, proceedings, actual or threatened, which would impair it from performing its obligations under this Agreement;
(b) the execution of the Agreement and the performance of its obligations under this Agreement has been duly authorised and constitutes valid and binding obligation on its part and does not contravene, violate or constitute a default of, or require any consent or notice under any provision of any agreement or other instrument to which it is a party or by which it may be bound;
(c) no steps and/or legal proceedings are pending for the dissolution or winding up of the Licensee and/or the KOPL.

ii. The Licensee represents, warrants and undertakes that it shall not transfer, assign or sub-license the Software or its Customisation in relation to the SaaS Services or the rights licensed in respect thereof, to any third party, except for the purposes specified under this Agreement and subject to the terms and conditions contained herein.

iii. The Licensee represents and warrants that he shall not reproduce, modify or create derivative works of the Software or its Customisation in relation to the SaaS Services or any part thereof(s) and/or incorporate them into any other software.

iv. Each Party represents and warrants to the other that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

v. KOPL makes no express or implied warranties of any kind including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose, with respect to the SaaS Services.

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11. CONFIDENTIALITY

i. During the Subscription Term of this Agreement and in perpetuity thereafter, each party shall treat as confidential all Confidential Information of the other party, and shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own Confidential Information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. The Licensee shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors, accountants, lawyers, financial advisers who are subject to confidentiality agreements or as required by law, requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

ii. **Exceptions:** Confidential Information excludes information that:
(a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party,
(b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or
(c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this Agreement and the relationship of the parties but agrees that the specific terms of this Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this Agreement to those with a need to know and under a duty of confidentiality such as accountants and lawyers.

iii. Further, each Party undertakes they shall not claim any rights in the information shared by the other Party under the terms of this Agreement. Each Party shall, upon the early termination or expiry of this Agreement, immediately deliver to the other Party all Confidential Information, which are in its possession or control, without retaining any copy thereof. The obligations of confidentiality and non-use shall survive any expiry or earlier termination of this Agreement.

12. LIMITATION OF LIABILITY AND INDEMNITY

i. KOPL shall not be liable for any indirect loss, consequential or extra ordinary damages arising out of this Agreement. KOPL's entire and cumulative liability arising under this Agreement, for any reason whatsoever, shall be limited to the equivalent amount of Fee paid to it by Licensee for a period of three months.

ii. Licensee agrees to indemnify and hold KOPL harmless against all damages, loss, claims, demands, expenses (including legal and professional expenses) costs and liabilities that KOPL may, at any time incur, as a result of breach of any of the Licensee's obligation under this Agreement. In the event of any claim, the Licensee will promptly adjust, settle or defend or otherwise dispose of such claim at its sole cost. If the Licensee does not diligently and continuously pursue the matter, KOPL shall have the right to take any action on behalf of itself, to settle, adjust, defend or otherwise dispose of such claim, in which case the defaulting Licensee shall forthwith reimburse the entire amount to KOPL.

iii. KOPL shall use all reasonable efforts to provide the service on a continuous basis. Neither KOPL nor the Licensee shall be liable or deemed in default of this agreement for any failure or delay in interruption in the online service or any failure of any equipment or telecommunication resulting from any cause or circumstances beyond the reasonable control of KOPL.

iv. Licensee acknowledges and agrees that KOPL is not responsible for the accuracy of any information or data contained in the licensed service, and KOPL shall not be liable for any losses or damages resulting from reliance on any such information or data under any circumstances.

v. KOPL shall not be responsible for any content added, shared or uploaded by the Licensee or the End-users that is in contravention of the applicable laws.

vi. The aggregate maximum number of Service Credits to be issued by KOPL to the Licensee for any and all Downtime Periods that occur in a single calendar month shall not exceed thirty (30) days of Service added to the end of Subscription term. Service Credits will not be exchanged for, or converted to, monetary compensation.

vii. KOPL shall indemnify, defend and hold harmless the Licensee from all claims, damages, assessments,costs, losses and other expenses of any kind, including but not limited to reasonable attorneys' fees and court costs arising out of or resulting from any claim, demand, suit, action or other proceeding brought against the Licensee that arise out of or relate to any allegation of infringement, wrongful use or misappropriation of any intellectual property right by: (i) KOPL, (ii) the KOPL's services furnished under this Agreement; or (iii) the use thereof by Licensee or end user as contemplated under this Agreement

13. REMEDIES

Without limiting the remedies available to KOPL under any law, the Licensee acknowledges that in the event of breach of any of the covenants in this Agreement including but not limited to theft or misuse of the Software, and that, in the event of such a breach or threat thereof, KOPL shall be entitled to temporary or permanent injunctive relief or any other equitable relief as may be required to prohibit the Licensee from engaging in activities restricted under this Agreement and/or specifically enforce any of the covenants under this Agreement.

14. GENERAL

i. Entire Agreement

This Agreement, including the attached exhibits, constitutes and contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, concerning the subject matter hereof.

ii. No sub-license or assignment

The Licensee shall not assign this Agreement, either wholly or in part, to any other party, or sub-license its license to any other person.

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iii. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of India and Parties shall comply with all applicable laws and all the rules, regulations and notifications made thereunder. Courts at Delhi shall have exclusive jurisdiction over any dispute arising hereunder.

iv. Entire Agreement

This Agreement and the documents referred to herein constitute the entire Agreement and understanding of the Parties and supersede any previous Agreement or arrangement between the Parties relating to the subject matter of this Agreement.

v. Waiver

No waiver of any term or provision of this Agreement or forbearance to enforce any term or provision by either Party shall constitute a waiver as to any subsequent breach or failure of the same term or provision or a waiver of any other term or provision of this Agreement.

vi. Amendment

No changes, modifications or amendment of any nature made to this Agreement shall be valid unless evidenced in writing and signed for and on behalf of both parties by the respective authorized representatives.

vii. Severability

If any clause of this Agreement is held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or Agreement which most nearly approximates to their intent in entering into this Agreement.

viii. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument ~

ix. Force Majeure

Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.
In the event the Force Majeure period exceeds beyond a term of three (3) months, either Party may elect to terminate this Agreement by providing a written notice of fifteen (15) days.

x. Survival

Clauses 10 (Representation and Warranties), 11 (Confidentiality), 12 (Limitation of Liability and Indemnity), 13 (Dispute Resolution), 14(iii) (Governing Law and Jurisdiction) and 14(xi) (Notices) of this Agreement shall survive the expiry and/or termination of this Agreement.

xi. Notices

Except as otherwise permitted in this Agreement, notices under this Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified express delivery service, (b) when transmitted if sent by facsimile, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this Agreement.

xii. Principal to Principal Basis

This Agreement shall not be deemed to create any partnership, joint venture, agency or employment relationship or association of parties between the Parties. It is hereby agreed that this Agreement is on a 'principal to principal' basis and neither Party shall describe itself as an agent or representative of the other Party, or pledge the credit of the other Party in any way or make any representations or give any warranties to any third party which may require the other Party to undertake or be liable, whether directly or indirectly, for any obligation and/or responsibility to any third party, or enter into contracts on behalf of the other Party.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE DATE FIRST WRITTEN ABOVE
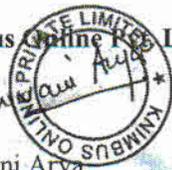

For Knimbus Online Pvt. Ltd.	For Licensee
Signature:	Signature:
Name: Shivani Arya	Name: Dr. Joginder Yadav
Designation: Business Development Manager	Designation: Registrar
Date: 27th August'2022	Date: 3/10/2022

Registrar
SGT University,
Budhera, Gurugram

SCHEDULE A

Knimbus License Form

1.	Customer Information		
1.1 Full Corporate Name	**Shree Guru Gobind Singh Tricentenary University**		
1.2 No. of Sites for Setup	1		
1.3 Contact Person	Full Name:	Mr. Mukesh C. Bharti	
	Designation:	Librarian	
	Mobile/Phone number:	8510016789	
	Email:	mukesh@sgtuniversity.org	
	Corresponding Address:	Gurgaon-Badli Road Chandu, Budhera, Gurugram, Haryana 122505	
1.4 Alternate Contact Person (optional)	Full Name:		
	Designation:		
	Mobile/Phone number:	Same as above	
	Email:		
	Corresponding Address:		
2.	**License Details**		
2.1 Product	Knimbus mLibrary Premium		
2.2 Features	1. Library Portal 2. Content Hub 3. Catalog & A-Z Listing: 4. Integration of Web OPAC 5. Universal Search Box 6. Research+ 7. Off-Campus Access 8. Mobile App 9. Exhaustive Analytical Reports 10. User Management 11. User Authentication 12. Personalization with 'My Library' 13. CAS/SDI services as "Recommended reading" 14. Automatic email alerts to users 15. Customer Support		
2.3 Add Ons	☐ Custom URL ☐ SSO Integration with Existing User Authentication System ☐ Plagiarism / Assignment duplication check ☐ Cloud hosted KOHA library management software		
2.3 License Fees (in Rs)	1,91,750 (inclusive of Tax)		
2.4 License Period	12 Months		
2.5 Tentative Start Date	1st September'2022 Note – Actual subscription period will be mentioned on the invoice.		

2.5 User Limit	Unlimited
2.6 Additional charges per additional user	
2.7 Other Information	NA

Note:
  1. List of Data sources supplied will be added to the agreement along with the project sign off document.

Schedule B – Scope of Work for Customisation of the Software

S. No.	Scope of Work	Delivery Schedule	Payment	
			Amount	Time Schedule
				Within [x] of raising of the invoice
1	Not Required	NA	NA	NA