

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("the **Agreement**") is entered into on this 1st October, 2024 (Effective Date),

BY AND BETWEEN

Splashgain Technology Solutions Pvt.Ltd., a company incorporated under the Companies Act 1956 and having its registered office at Vijayalaxmi, S.No. 117-118, Madhavbag Society, Shivteerth Nagar, Paud Road, Pune 411038, Maharashtra, India, (hereinafter referred to as "**Splashgain**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **ONE PART**;

SGT University, having its office at Gurgaon-Badli Road Chandu, Budhera, Gurugram, Haryana 122505 refer to as "**SGT UNIVERSITY**" (which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors-in-interest and assigns) of the **University**.

Splashgain & SGT University shall, wherever the context requires, be referred to individually as "**Party**" and collectively as "**Parties**" hereto.

RECITALS

WHEREAS:

- A. Splashgain is inter alia in the business area of providing Education Technology (EdTech) products and services related to their products in the space of Admissions and Assessments, Onscreen Evaluations and many other;
- B. SGT University wish to work with Splashgain and using the onscreen evaluation platform and technology as provided by Splashgain for conducting pen and paper offline/online examination and allied services for SGT University for conducting onscreen evaluation of answer scripts (digital evaluation) as per the scope, terms and condition specified in the document.
- C. Splashgain acknowledges that based on the above representations SGT University has selected Splashgain for awarding the contract as per the terms of this Agreement.
- D. The Parties are desirous of recording the terms as agreed between the Parties, as set out hereunder.
- E. **NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

Samir Kamat




Registrar
SGT University
Budhera, Gurugram

1. DEFINITIONS AND CONSTRUCTION

1.1. DEFINITIONS

- A. **Agreement** shall mean this agreement, the annexures to this Agreement and any mutually agreed changes here to;
- B. **Confidential Information** shall mean all non-public information of THE PARTIES which are accessible or are available to THE PARTIES whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form and it shall further include all information and materials including this Agreement, in any form or medium, being disclosed or observed including proprietary business practice information, business process of THE PARTIES details of software utilized by THE PARTY, in the course of its business, trade secrets, financial information, business records, strategies of SGT University or any other information exchanged between the Parties, whether so classified or not, as well as any such information not generally known to third parties or received from others that THE PARTY is reasonably expected to treat as confidential.
- C. **Eklavya OSM** shall mean Splashgain's Onscreen Evaluation Services for digital evaluation of answer scripts and result preparation;
- D. **Intellectual Property** shall mean all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of other jurisdictions and shall include any legally protectable product or process of the human intellect whether registerable as patents, trademarks, copyrights, designs or otherwise such as an invention, expression or literary creation, unique name, trade secret, business method, database, industrial process, computer program, source code, process or presentation;
- E. **Intellectual Property Rights ("IPR")** shall mean all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same);
- F. **Laws** shall include any and all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, notices, directions, judgments or other requirements of any Governmental Authority including, without limitation, insofar as the same relate to taxes of any kind (such as by way of example service tax, professional tax and withholding tax) and other legal obligations pertaining to
- G. **Participants** shall mean and include persons registered for the assessments;
- H. **Person** shall mean an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company or other SGT University or organisation, including a government or political sub-division, or agency or instrumentality thereof and/or any other legal SGT University
- I. **Platform** shall refer to the online website <https://osm eklavya.com> customized & deployed by Splashgain as per the specifications set out in **Annexure A**, for SGT University
- J. **Project** shall mean the entire assignment as envisaged under this Agreement, for which Splashgain shall provide Services to SGT University.
- K. **Services** shall mean the services rendered by Splashgain, in accordance with the terms of this Agreement, which are more particularly described in **Annexure A** here to;
- L. **Term** shall mean the term of this Agreement as specified in 13.1;
- M. **Territory** shall refer to worldwide geographical territory;

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- N. **Updates** shall mean any change effected to fix bugs and program errors, or incorporation of minor new features made to the Platform by Splashgain, so as to make it functionally complete;
- O. **Working Day(s)** shall mean any day other than Sunday and Indian public holidays, on which legal business can be conducted.

1.2. CONSTRUCTION

- A. Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments' orders and regulations for the time being made pursuant to it or deriving validity from it.
- B. All references in this Agreement to Clauses are to clauses in or to this Agreement unless otherwise specified therein. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include", "including" and "among other things" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- C. References in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, restated, supplemented or replaced from time to time in accordance with the terms thereof and confirmed by the Parties in writing.
- D. The headings of the several Clauses and sub-clauses of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.
- E. Unless otherwise specifically stated in this Agreement, time will be the essence of contract for the purpose of the obligations under this Agreement.

2. APPOINTMENT OF SPLASHGAIN AND SCOPE OF ASSIGNMENT

2.1. APPOINTMENT OF SPLASHGAIN

- 2.1.1. SGT University hereby engages Splashgain on a non-exclusive basis and Splashgain hereby accepts its engagement for the Term, to perform the Services for the Project as set forth in this Agreement and as amended from time-to-time. Splashgain hereby accepts such engagement upon the terms and conditions contained in this Agreement.
- 2.1.2. Splashgain's appointment shall be for the Term, and Splashgain shall render the Services and perform its obligations under this Agreement.
- 2.1.3. Splashgain acknowledges that based on the conditions and requirements of SGT University it has independently arrived at the process of configuring the architecture for the Platform as set out in **Annexure A**, which is suitable for SGT University and for deployment of the same. If any services, functions or responsibilities not specifically described in this Agreement are inherent, necessary or customary part of the Services and are required for proper performance or provision of the Services in accordance with this Agreement, they shall be deemed to be included within the scope of the Services, as if such services, functions or responsibilities were specifically required and described in this Agreement and shall be provided by Splashgain at no additional cost.
- 2.1.4. Each Party shall designate 1 (one) of its authorized representatives, prior to the Execution Date, who shall be responsible for the coordination of the entire Project contained in this Agreement. Each Party shall route all communication, requirements or queries of any nature whatsoever with respect to the Project only through the respective authorized representatives and shall be addressed to the authorized

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representatives of the other Party. Either Party shall be entitled to change the authorized representatives at its discretion and shall intimate the Other Party with a period of 30 (thirty) days. The authorized representatives appointed by either Party shall be authorized to and be capable of taking all routine decisions with respect to the scope of this Agreement. Both the parties should communicate authorized person's name in a separate email.

2.2. **SCOPE OF THE SERVICES**

- 2.2.1. Splashgain agrees to perform services for SGT University in relation to the configuration, deployment and maintenance of the Platform for facilitating the onscreen evaluation services ("the **Services**"), more specifically provided in **Annexure A**. Splashgain agrees and understands that the Services provided in **Annexure A** are indicative in nature and SGT University shall be entitled to make change in the scope of Services as may be required and deemed necessary to deliver the output with/at the desired quality.

3. **Change Management:**

Any requirement beyond the part of the technical features offered by Splashgain, as specified in '**Annexure A**', including the feature customization required by SGT University will be treated as a change requirement. Such changes will be studied for their impacts on the overall system. The cost and timeline budgets will be clearly updated to SGT University. Based on SGT University's approval ONLY such change requests will be incorporated.

4. **OBLIGATIONS OF THE PARTIES**

4.1. **OBLIGATIONS OF SPLASHGAIN**

Splashgain shall perform and undertake the following obligations:

- 4.1.1. Maintain adequate staff of trained technicians, recourses and inventory to provide support for the software;
- 4.1.2. Provide appropriate customer services, customer training and equipment maintenance as applicable for providing the Service including bandwidth usage and maintenance;
- 4.1.3. Conduct its business in such manner as would reflect favourably on SGT University and the Platform and not engage in any deceptive, misleading, illegal or unethical practices;
- 4.1.4. Notify SGT University promptly of any complaint or claim made or brought against it or against Splashgain with regard to the Platform;
- 4.1.5. Notify SGT University of any defects that appear or tend to recur in the Platform;
- 4.1.6. Splashgain shall take utmost care to make sure that the Platform configured and delivered under this Agreement is free from deficiencies, viruses, malware and shall take corrective measures in case of any report of deficiency;
- 4.1.7. On request of SGT University provide customer base information as required by SGT University, in so far as such information applies to the Platform sourced from SGT University.
- 4.1.8. Provide SGT University with desired reports / analytics pertaining to the onscreen evaluations done, in the formats as specified and approved by SGT University.
- 4.1.9. **Support Service Requirements:** Splashgain agrees to provide inter alia the support services to SGT University with respect to the Services and for the maintenance of the Platform.

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4.1.10. Splashgain shall provide the evaluated booklets to the university through the Hard disc and will add the actual price of the Hard disc in the invoice.

4.2. **OBLIGATIONS OF SGT University.**

- 4.2.1. The SGT University shall assist, help and co-operate fully with Splashgain and its personnel in the course of their rendering Services under this Agreement and promptly make available information facilities and services, reasonably required by Splashgain or its personnel for the performance of their obligations under this Agreement;
- 4.2.2. The SGT University shall provide necessary subject matter expertise in the form of processes, question papers in word or readable pdf format, exam patterns, evaluation patterns besides the approval of implementation plans etc. as deem appropriate by SGT University.
- 4.2.3. The SGT University shall assist Splashgain to configure and deliver the Platform using its competent and qualified personnel, in the manner as may be represented to the registered Participants of the Platform;
- 4.2.4. The SGT University shall be responsible of approving the changes / updates made to the Platform within a period of 7 (seven) days from the receipt of such application from Splashgain.
- 4.2.5. Procure all statutory approvals, as may be necessary.
- 4.2.6. The SGT University shall make the relevant payments of undisputed invoices to Splashgain
- 4.2.7. The SGT University shall provide various data inputs to setup / configure the onscreen evaluation engine
- 4.2.8. The SGT University shall provide the question paper data in word or readable PDF format for their respective subjects
- 4.2.9. The SGT University shall provide the data in respect of examiners / evaluators, if any
- 4.2.10. The SGT University shall provide approvals of the patterns of evaluation / UI Design etc.
- 4.2.11. The SGT University shall do the proof reading, verification of the correctness of the questions paper including grammar, semantic of the questions and the respective marks.
- 4.2.12. The SGT University shall provide inspection of & certification to Splashgain to go live
- 4.2.13. The SGT University shall facilitate & attend training sessions conducted by Splashgain at SGT University premises / online mode.
- 4.2.14. The SGT University shall provide required necessary infrastructure, hardware and related manpower support as mentioned in the Annexure A: 2.B

5. **ADMINISTRATION AND CONDUCT OF THE PLATFORM**

The procedural role, responsibilities and obligations of the Parties for smooth conduct of the Platform are set out in **Annexure C** to this Agreement.

6. **SOFTWARE**

- 6.1. Splashgain shall license the use of the Eklavya OSM (Onscreen Evaluation Services) Platform to SGT University with needed customization for digital evaluation of the candidates' answer scripts.

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- 6.2. In the event Splashgain uses any existing software which has been developed by Splashgain for its operational and other purposes and not specifically for SGT University in furtherance of this Agreement or in connection with the Services to be rendered by Splashgain, to SGT University, then Splashgain shall license the use of such software to SGT University on a perpetual, irrevocable and non-exclusive basis, which SGT University shall be entitled to use as it deems fit and necessary either directly or in conjunction with a third party.
- 6.3. Notwithstanding the procurement of the software from any third party, THE PARTY represents and agrees that THE PARTY shall be responsible for the performance of the obligations with respect to the software in connection with the Services and for rectification of errors and defects in the software.
- 6.4. Except for the drastic changes in the Scope of Services as required by SGT University in connection with the Platform, Splashgain at no additional cost will deliver the software. Any requirement beyond the part of the technical features offered by Splashgain, as specified in 'Annexure A', including the feature customization required by SGT University will be treated as a change requirement. Such changes will be studied for their impacts on the overall system. The cost and timeline budgets will be Fully informed to SGT University. Based on The University's approval ONLY such change requests will be incorporated.

7. TESTING AND ACCEPTANCE OF DELIVERABLES BY SGT University

- 7.1. The acceptance testing procedure for the Platform shall be conducted by the Parties jointly within the schedule set out in the Project Timelines, for the purposes of ascertaining whether the deliverables provided by Splashgain perform in accordance with the requirements of SGT University.
- 7.2. If the results of the acceptance testing procedure meet the requirements of The University the test shall be considered as successful and SGT University shall notify Splashgain in writing (email communication allowed) of the conformity of the deliverables with the requirements of The University.
- 7.3. Where deficiencies have been identified with the deliverable, SGT University shall provide a list of deliverable deficiencies to Splashgain (email communication allowed), specifying the nature and scope of the deficiencies in such deliverable.
- 7.4. Splashgain shall, upon receipt of such rejection, request for modification, act diligently to correct or have corrected any mutually agreed deficiencies, within 7 (seven) days from the receipt of the list of deficiencies. The decision and satisfaction of SGT University with regard to the deficiencies shall be final.
- 7.5. Splashgain shall resubmit such corrected/ modified deliverable in accordance with the timeline provided by SGT University.
- 7.6. The Parties will repeat the foregoing procedures until SGT University accepts the deliverable; provided, however, that if Splashgain is unable to correct all of the deficiencies in a deliverable after 3 (three) attempts, Splashgain will be deemed to have failed to deliver such deliverable and SGT University, Gurgaon shall be entitled to terminate this Agreement.
- 7.7. It is clarified that all corrections, rectifications, modification and/or replacement of deliverables owing to such deficiencies as provided hereinabove shall be at the sole cost of Splashgain.

8. PRIVACY AND DATA PROTECTION

- 8.1. Splashgain shall ensure that any and all personal data, by it about and/or from the Platform ("Personal Data") are collected and retained only for such lawful purposes as may be deemed necessary pursuant to this Agreement. The Parties agree that the collection and usage of the Personal Data shall at all times be in compliance with the requirements of the applicable data protection laws including the Information Technology Act, 2000 (and any statutory modification or re-enactment thereof from time to time in force).

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- 8.2. Splashgain undertakes that it will undertake all requisite security measures to protect details of Participants. Further, Splashgain shall develop and maintain security protocols to ensure the Platform developed and delivered by SGT University through the electronic channels are not corrupted, altered or modified en-route and the total integrity of delivery is ensured. Notwithstanding the technical snag that might occur in such delivery, in the event of infringement or corruption, Splashgain shall inform SGT University and take corrective measures to minimize the damage and take punitive measures against the persons or organizations involved in such wilful infringement, at Splashgain's cost, under the relevant laws and take strong measures to prevent recurrence of such occurrences.
- 8.3. Splashgain undertakes to safeguard and keep confidential all the data including but not limited to the question papers as may be provided by SGT University from time to time.

9. REPRESENTATIONS AND WARRANTIES

9.1. SPLASHGAIN REPRESENTS AND WARRANTS THAT:

- 9.1.1. Splashgain possesses necessary skills, experience, expertise, ability and financial capability to undertake and fulfil its obligations under this Agreement.
- 9.1.2. Splashgain assures SGT University that the Services shall be rendered as per the requirements laid down by SGT University and meet the service level standards set out in this Agreement;
- 9.1.3. Splashgain shall perform the Services in accordance with the terms and conditions specified in this Agreement free of all pending and/or threatened liens, claims, encumbrances and other restrictions on and from the Effective Date and in a timely manner.
- 9.1.4. Splashgain shall ensure that the final product of its Services shall adhere to the functionalities, specifications and features, as set out in **Annexure A**. Further, Splashgain shall ensure that the product of its Services meets the fitness of purpose and merchantability requirements and all warranties arising from the warranties.
- 9.1.5. Splashgain assures SGT University that it shall adhere to all applicable Laws.
- 9.1.6. All Services and/or the OSM Software, to be provided and licensed hereunder shall be original and shall not violate or infringe the rights including Intellectual Property Rights of any third party, person (whether living or dead), firm or corporation or any other right of any other nature of any person or the laws or regulations of any governmental or judicial authority, within India or worldwide.
- 9.1.7. All Services provided hereunder will be performed with due diligence, efficiently and in a workmanlike manner according to the highest standards acceptable in the industry and to the satisfaction of SGT University.
- 9.1.8. Splashgain shall not be entitled to and shall not create any lien, charge, mortgage, encumbrance of any nature on SGT University Educational Program or any component and Intellectual Property Right thereof and/or any right of any nature whatsoever for any part of the Territory, in any manner.
- 9.1.9. Splashgain represents and warrants that it shall be responsible for any errors and omissions in the product of its Services that can be directly attributed to the technological issue(s). In the event any liability or loss or claims or expenses or damages arises due to such technical errors and omissions then Splashgain shall be solely responsible for the same without any recourse to SGT University and Splashgain shall also indemnify SGT University against it as per the provisions of Clause 10 herein.
- 9.1.10. Splashgain represents and warrants that it shall be responsible for maintaining utmost security of the Confidential Information and the Programs. In the event of any breach of security or leakage of the

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Confidential Information or Program, Splashgain shall be solely responsible for the same without any recourse to SGT University as well as Splashgain shall also indemnify SGT University against it as per the provisions of Clause 10 herein.

- 9.1.11. All terms and conditions, payments schedules, time frame for implementation, expected service levels, etc. will remain unchanged unless explicitly communicated by SGT University in writing to Splashgain.

9.2. **SGT University REPRESENTS AND WARRANTS THAT:**

- 9.2.1. SGT University covenants with Splashgain that it has obtained all necessary and valid licenses, approvals, consents, permits and authorizations required for the purpose of transactions contemplated under this Agreement.
- 9.2.2. SGT University shall provide Splashgain's personnel with reasonable access as required to provide the Services in terms of the Agreement.

9.3. **MUTUAL COVENANTS**

Each Party covenants and represents to the other Party the following:

- A. It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated;
- B. It has the corporate power and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement by such Party and the performance of its obligations hereunder have been duly authorized and approved by all necessary action and no other action on the part such Party is necessary to authorize the execution, delivery and performance of this Agreement;
- C. The execution, delivery and performance of this Agreement by such Party;
- D. Will not violate or contravene any provision of its documents of incorporation;
- E. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- F. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other person whatsoever.
- G. To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contained or will contain any untrue or misleading or false statement or misrepresentation or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which have come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

10. **INTELLECTUAL PROPERTY RIGHTS**

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SGT University
Budhera, Gurugram

- 10.1. Splashgain claims, represents and warrants that it has obtained appropriate rights to provide the Services upon the terms and conditions contained in this Agreement.
- 10.2. Splashgain will provide with SGT University the product license of its assessment engine for the sole purpose of the assessment that SGT University wish to conduct. The source code, trademarks, product material is the sole Intellectual Property of Splashgain. In no tangible or intangible way Splashgain is transferring OR SGT University will be able to claim for the said IP.
- 10.3. Splashgain agrees that the Intellectual Property Rights in the content of the tests, the results, candidate database and Personal Data, under this Agreement, at all times shall exclusively vest with and be owned by SGT University for perpetuity in the worldwide territory;
- 10.4. Further Splashgain acknowledges that all the data collected as a result of the Services, the database in part or wholly, shall be solely and exclusively owned at all times by SGT University. Splashgain warrants that it shall not sell/share/transfer the data to any third party for any purpose whatsoever nor will Splashgain use such data including the Database for any purpose including internal research or marketing.
- 10.5. Splashgain shall be responsible for obtaining all necessary authorisations and consents from third party licensors of software and other pre-existing works used by Splashgain in performing its obligations under this Project.
- 10.6. If a third party's claim endangers or disrupts SGT University use of the Platform and/or the Programs, Splashgain shall at no further expense, charge, fees or costs to the SGT University (i) obtain a license so that the Services required to be provided to SGT University may continue in accordance with the terms of this Agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent non-infringing product without any disruption of SGT University services to its subscribers.
- 10.7. It is agreed that each Party shall be the owner of its respective trademarks, logo, brand name, presently owned, existing, developed or belong. The Parties expressly agree that neither of them has any right in and to any trademarks, brand name or Intellectual Property developed, owned or belonging to the other Party at any time.
- 10.8. SGT University shall allow permissible use of its logo for publicity and advertisement of the Platform conducted under this Agreement along with the name and logo of Splashgain if required and such publicity and or advertisement material shall not be released for public circulation without prior written approval and consent of SGT University.

11. INDEMNIFICATION

- 11.1. Limited to technical scope and deliverables of the software Splashgain, hereby agree to indemnify and keep indemnified SGT University from and against any and all loss, damages, claims arising from or out of any representation, warranty, undertaking or covenant hereby made / agreed / undertaken by Splashgain turning out to be false, untrue, misleading, incorrect and / or breached.
- 11.2. Further, specifically, Splashgain hereby indemnifies SGT University and shall always keep indemnified and hold SGT University its employees, personnel, officers, trustees, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against SGT University as a result of:
 - A. SGT University authorized / bonafide use of the Services provided by Splashgain under this Agreement; and/or

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- B. an act or omission of Splashgain, employees, agents, sub-contractors in the performance of the obligations of Splashgain under this Agreement; and/or
 - C. claims made by employees or subcontractors or subcontractors' employees, who are deployed by Splashgain, against SGT University and/or
 - D. breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of Splashgain under this Agreement; and/or
 - E. disclosure of any Confidential Information and Database attributed to Splashgain with a sufficient material evidence;
 - F. delay in rendering Services as per the agreed timelines
 - G. any or all Services and/or products of Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - H. breach of confidentiality obligations of Splashgain contained in this Agreement; and/or
 - I. Wilful negligence or gross misconduct solely attributable to Splashgain or its employees or sub-contractors.
- 11.3. Splashgain shall at its own cost and expenses defend or settle any claim against SGT University, that the Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Services are used, sold or received or IPR registered, provided SGT University
- (i) notifies Splashgain in writing; and
 - (ii) cooperates with Splashgain in the defence and settlement of the claims.
- 11.4. Splashgain shall not be hold responsible for the issues those are traced to nothing but the content of the exam / assessment OR the methodology in which the assessment pattern was set where Splashgain has no role to play.

12. PAYMENT AND PAYMENT TERMS

- 12.1. In consideration of Splashgain providing Services and performance of the obligations as set out in this Agreement, SGT University shall pay to Splashgain fees as set out in **Annexure B** hereto ("**Fees**"). The Fees shall be paid on the due dates as per the payment schedule also set out in **Annexure B** hereto. Splashgain recognizes that all payments to Splashgain under this Agreement are linked to and dependant on successful delivery and therefore any delay in achievement of such milestones shall automatically result in delay of such corresponding payment.
- 12.1.1. The Fees payable by SGT University to Splashgain shall be exclusive of GST (@ 18%), (collectively referred to as "**Taxes**") that may be levied, imposed, charged or incurred and SGT University shall pay the Fees due under this Agreement after deducting any tax deductible at source ("**TDS**"), as applicable within the provisions of Income Tax Act, 1961.
- 12.1.2. SGT University shall pay each undisputed invoice raised in accordance with this Agreement, as per agreed payment terms stipulated under Annexure B, provided that such invoice is dated after such Fees have become due and payable under this Agreement.
- 12.1.3. All out of pocket expenses, traveling, boarding and lodging expenses for the entire Term of this Agreement is included in the amounts set out in **Annexure B** and Splashgain shall not be entitled to charge any

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[Signature]
Registrar
 SGT University
 Budhera, Gurugram

additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc.

- 12.1.4. SGT University shall make payments due under this Agreement to the designated bank account of Splashgain through wire transfer or through cheque/Demand draft.

13. TERM AND TERMINATION

- 13.1 This Agreement shall commence from the Effective Date 1st October 2024 till 30th September 2025.

- 13.2. The SGT University shall have the option to terminate this Agreement by giving Splashgain at least 30 (thirty) days' prior notice in writing.

- 13.3. Notwithstanding what has been stated in Clause 13.2, The SGT University will be entitled to terminate this Agreement by giving 30 days written notice if Splashgain breaches any of its representations and/ or obligations set forth in this Agreement.

- 13.4. This Agreement shall be deemed to have been terminated by either Party 1 (one) day prior to the happening of the following events of default:

- A. The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- B. The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- C. The other Party becomes the subject of a court order for its winding up.

- 13.5. Either Party shall have the immediate right to terminate this Agreement upon written notice to the other Party in the event that such other Party ceases to be in operation or ceases to do business.

- 13.6. Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, SGT University shall pay to Splashgain within 30 (thirty) days of such termination or expiry, all the undisputed amount/ outstanding Amount till the date of termination.

- 13.7. In addition to the consequences set out in the clauses hereinbefore, Splashgain also agreed that upon the termination or expiry of this Agreement:

- A. The rights granted to Splashgain shall immediately terminate.
- B. Commercial endeavours to transfer or assign such agreements on commercially reasonable terms mutually acceptable to both Parties.

- 13.8. Upon the effective date of expiration or termination of this Agreement by either Party:

- A. Each Party shall stop using the other Party's trade name, trademark or other Intellectual Property Rights;
- B. Each Party shall return all information to the other Party in its possession as on the date of expiration or termination;
- C. Each Party shall complete their respective obligation agreed under this Agreement.

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14. MISCELLANEOUS

14.1. NOTICES

- 14.1.1. Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile transmission or by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice.

In case of notices to **Splashgain**:

Name : Mr. Samir Kamat
Address : Vijayalaxmi S. No 117-118, Madhavbag Society
Shivtirth Nagar, Paud Road, Pune - 411 038
Email ID : samir.kamat@splashgain.com

In case of notices to **SGT University**

Name : _____
Address : _____
Email ID : _____

- 14.1.2. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
- 14.1.3. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than fifteen days prior written notice.

14.2. ARBITRATION

The Parties agree that in the event of a continuing dispute between the Parties in connection with this Agreement, the Parties shall refer such dispute to arbitration by a single arbitrator. The arbitrator shall be chosen mutually by the Parties. In case the Parties fail to reach a consensus in nominating the arbitrator, then the arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English. The venue of the arbitration shall Pune. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the Parties. The expenses of Arbitration proceedings, excluding the respective counsel fees, will be equally shared and paid by the Parties.

14.3. GOVERNING LAW AND JURISDICTION

The Parties agree that the Agreement shall be governed by and construed in all respects in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the courts in Pune and no other courts.

Samir Kamat



[Signature]
Registrar
SGT University
Budhera, Gurugram

14.4. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof. Should there be a conflict, the terms of this Agreement shall prevail; provided however, should there be a provision, obligation or a condition which is not included hereunder, such provision, obligation or condition shall be deemed to be incorporated in this Agreement to the extent that such provision obligation or condition is consistent herewith. It is agreed that if any of the provision/ term of this Agreement is held or declared to be illegal invalid and or null and void, the remaining provisions shall remain in full effect, operative and binding. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the Parties hereto shall promptly negotiate a replacement provision.

14.5. WAIVER

No failure or delay on the part of any of the Parties to this Agreement relating to the exercise of any right power privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at law or in equity.

14.6. VIOLATION OF TERMS

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for recovery of the amounts due under this Agreement and related costs and a right for damages.

14.7. FORCE MAJEURE

Notwithstanding the terms agreed in this Agreement, neither Party shall be liable to the other Party for any delay or failure to perform any obligation under this Agreement to the extent such delay or failure is due to any act or omission which is beyond reasonable control of the Parties, such as war (whether actual declaration thereof is made or not) sabotage, insurrection, rebellion, riot or any other civil disobedience, act of public enemy, act or action of any government or agency or subdivision thereof, including any act or action by way of any statute, sale, guidelines regulations, amendments to any license granted to the Parties or any other act or action whatsoever, including judicial action, fire, accident, explosion, epidemic, quarantine, restrictions, flood, lightning, earth quake or other acts of God, satellite/ transponder or related machinery failure not attributable to neglect or deficiency of service. If the delay in performance of any obligation under this Agreement is due to force majeure continues for a period of 3 (three) months or more, this Agreement may be terminated by either Party.

14.8. ASSIGNMENT

Splashgain shall not assign or transfer this Agreement or any right or obligations herein agreed to any Person. Nothing in this Agreement shall confer any right or benefit to any other Person or body or agency/ franchisee and licensee of any of the Parties herein.

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14.9. AMENDMENTS

No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

14.10. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

14.11. SEVERABILITY

14.11.1. If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable.

14.11.2. In the event any court or other government authority shall determine any provisions in this Agreement is not enforceable as written, the Parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought, and affords the Parties the same basic rights and obligations and has the same economic effect as prior to amendment.

14.11.3. In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original intent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

14.12. SURVIVAL OF TERMS

Any provision or covenant of this Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement on the day and year first above written.

SIGNED by

for and on behalf of **Splashgain Technology Solutions Pvt. Ltd.**

BY THE HAND OF **Mr. Samit Kamat**

(AUTHORIZED SIGNATORY)

Samir Kamat

Registrar
SGT University
Budhera, Gurugram

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ANNEXURE A

1. Technical Proposal – Eklavya (OSM):

Following features will be provided as a part of the Standard Package of the Eklavya Onscreen Evaluation services and in-built features of Eklavya Engine for **SGT University**

Eklavya Onscreen Evaluation Software Institute Features

Sr. No.	Feature Details
1	Exam Master Creation: Creating the master data of Year of the Academics, Subjects and their relationships.
2	Exam Paper Uploader: Facility to upload Exam paper.
3	Evaluation Scheduling: Facility to schedule answer sheet evaluation date and time
4	Candidate's Master Database: Facility to import candidates' data.
5	Evaluator Assignment: Facility to assign examiners / evaluators by batch, by subject(s) and as per schedule.
6	Candidate's Batch Creation: Facility to create Candidates' batches as per Subjects / Centers.
7	Examiner / Evaluator Master Data Creation & Assignment: Facility to create the master data for examiner / evaluator those can be assigned to exams / batches / schedules.
8	Scanned Answer sheet Upload: Facility to upload Single / Multiple /Bulk answer sheet upload.
9	Secured PDF viewer for Answer sheet viewing: Facility to view the scanned answer sheet in a secured PDF viewer in order to avoid tampering / copy /paste or any form of editing of the answer sheets.
10	Annotations / marks palette creation Facility to configure annotations / palette creation as per the marking schema, pattern of each school / campus
11	Evaluation of Scanned Answer sheets: Secured evaluation layout of answer sheets question by question. Facility to grade the answers depending upon the questions layout.
12	Summary Evaluation of Answer sheet: Auto calculation of the total based on the individual marks given by the evaluator.
13	Examiner / Faculty Login to enter Internal Marks: Facility to punch-in internal marks through Examiner / Evaluator Login
14	Examiners / Moderators Login for the answer sheet evaluation / moderation: Facility to create Examiners / Moderators logins based on their respective roles and functions.
15	Facility to mark the Candidates' Status: In case of absenteeism, candidates' record should be Marked as Absent OR Barred etc.
16	External Marks Mapping and Integration: Facility to map internal marks, external marks and total marks.
17	Data Logs and Data Trails Facility:

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	Facility to log all the actions of the users, maintaining IP address as well as Date and Time stamps for all the actions.
18	Alert SMS / Email facility: Facility to send SMS & Email alerts to Evaluators for the assignment.
19	Administration and Reports: All the standard admin functionality along with the customized reports.

We would like to execute the project as a turn- key solution / project, so all the scanning with our highend scanners, manpower to scan the booklets, as well as all the required customizations and workflow management will be done in the software by us. On the institute side your administration tasks and the answer sheet evaluation tasks to be completed.

2. Infrastructure Details:

A. Provided by Splashgain

Data Centre Details:

- Microsoft Azure – Cloud Environment with Auto-scale facility
- Azure Blob Storage

Hardware Details:

- Intel Core2, 6140 2.13 GHZ
- 12 GB RAM expandable up to 64 GB
- Load balancer cloud server addition compatibility

Software Details:

- Operating System: Windows Server 2016,
- Database: MS SQL Server 2017 / Azure SQL
- Web Server: IIS 10

B. Provided by SGT University

- We will require an AC hall around 500 to 700 sq.ft.
- Require a seating arrangement of 10-15 team members
- Internet connectivity to all the PCS with a minimum speed of 5 MBPS
- Availability of System Admin as and when required
- Security Guard for the particular premises
- Staying arrangements of Splashgain team members during the scanning activities in SGT University Campus

3. Licensing:

Splashgain will provide with **SGT University** the product license for usage of SaaS Model of Onscreen Evaluation System for evaluation of their subjective exams of all streams / courses / subjects. The source code, trademarks, product material pertaining to Eklavya Onscreen Evaluation Services is the sole Intellectual Property of Splashgain. In no tangible or intangible way Splashgain is transferring OR **SGT University** will be able to claim for the said IP.

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4. Delivery Schedule:

Splashgain's OSM Platform can be deployed and configured for the use of **SGT University** under 1-2 week. The detailed deployment plan can be worked out in coordination with the Officials of **SGT University**

5. Disaster Recovery:

Splashgain has built disaster recovery for its various platforms and product with the deployment of services in multiple data centers across various geographies. We provide a **99% uptime guarantee** for our online platforms and product services. Disaster recovery is activated if there is a failure of any service or any interruption during the functioning of the platforms or the product services. We are committed to restore the services within a period of 5 to 30 minutes. Typically, it would be restored in 5 to 10 minutes of the time. If there is a failure from an Infrastructure service provider (such as Microsoft Azure) that is beyond our control (if we are unable to restore the system in 30 mins) then we would update you to alter your scheduled activities accordingly.

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Registrar
SGT University
Budhera, Gurugram

ANNEXURE B

Commercial Proposal – Onscreen Evaluation

Investment Details	Investment Plan
<u>Investment towards Booklets includes:</u> ➤ Cloud Hosted SaaS Model ➤ Hardware - Non-destructive Scanners ➤ Manpower Services deployment for Scanning and Uploading ➤ Software Configuration ➤ Workflow Management ➤ Dedicated Account Manager / Coordinators ➤ Training, Support and Coordination	As per consumption @ Rs.25.00 Per Answer Booklet
Total candidates count	As per consumption
Any Additional Customization if required	At Actuals

1. All of the above costs are exclusive of GST that will be charged As Applicable
2. Above pricing is exclusive of any major customization needed on and above the agreed set of customized features to be built in the engine. Such customization will be charged based on the approved budgets & features.

Payment Terms:

- Splashgain will raise the invoice after completion of the scanning activity on the total number of scan booklets.

Samir Kamat



Registrar
SGT University
Budhera, Gurugram

ANNEXURE C

5. Roles & Responsibilities:

Sr.N o.	Name Of The Entity	Role	Responsibilities
1	Splashgain	OEM & Implementation	• System Deliverable • System Maintenance • System enhancements based on customer requirements • Updates and Training of the staff • To raise the invoice and collection • System Infrastructure such as Cloud, SMS gateway etc. • Booklet Scanning • Complete Processing of Images • Workflow Management • Manpower Services and Deployment • Hardware Infrastructure – Scanners • Deployment at Campus
2	SGT University	Facilitator	• Various data inputs to setup/ configure the Eklavya OSM Platform • Support of subject matter experts for the integration of the systems and testing • Providing with the questionbank data in MS Word Format ONLY for various streams & their respective subjects • Facility for scanning and storage at Campus • Arrange for the required infrastructure/ space to carry out Scanning Activities • Communication concerned officials within the University • Inspection & certification of OSM to go live • Require the data such as mobile numbers & e-mail address etc. of the concerned officials (Examiners, Moderators etc.) • Facilitate & attend training sessions conducted by Splashgain

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Registrar
SGT University
Budhera, Gurugram