



CIntelligence Private Limited (formerly CIntelligence Services Private Limited)

277/1A, 8th Street, Sri Krishna Nagar, Maduravoyal, Chennai, Tamilnadu, India, 600095





NON-DISCLOSURE AGREEMENT

10-03-2024

Prepared by

CIntelligence Private Limited

ce Serviges Private Limited

Budhera, Gurugnano

Statement of Agreement

THIS AGREEMENT is entered into on this 14th day of March 2024

Between,

Shree Guru Gobind Singh Tricentenary University, registered under Haryana Private Universities (Amendment) Act No. 18 of 2013 and having its registered office at Budhera, Gurugram Badli Road, Gurugram, Harvana, India - 122505 (hereinafter referred to as "Discloser or Disclosing Party" which expression shall unless repugnant to the context or meaning thereof be to mean and include its successors and assigns).

And

CIntelligence Services Pvt Ltd, address at 277/1A, 8th Street, Sri Krishna Nagar, Maduravoyal, Chennai, 600095 (the "Recipient" or the "Receiving Party").

The Recipient hereto desires to participate in discussions regarding Publications and other research related information by the researchers such as faculty and/or scholars (the "Transaction"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information

- For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
- any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries, and affiliated companies/ universities/ organizations.
- plans for products or services, and customer or supplier lists. iii.
- any scientific or technical information, publications, invention, design, process, procedure, iv. formula, improvement, technology, or method.
- any concepts, reports, data, know-how, works-in-progress, designs, development tools, V. specifications, computer software, source code, object code, flow charts, databases, inventions, information, and trade secrets; and
- any other information that should reasonably be recognized as confidential information of vi. the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

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Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; becomes rightfully known to the Receiving Party from a third-party source, not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality.

is required to be disclosed in a judicial or administrative proceeding or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made.

and is or has been independently developed by employees, consultants, or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

The Receiving Party also agrees to comply with the data protection provisions in relation to any personal data that it may process on behalf of the Disclosing Party. Receiving Party acknowledges, agrees, and undertakes that it will be deemed to be the Data Fiduciary as per the provisions of Digital Personal Data Protection Act, 2023 (DPDP Act) for all the personal information/data furnished to or accessed by it under this agreement. The Receiving Party further agrees and undertakes to ensure compliance with all the provisions applicable to data fiduciaries for processing the aforesaid personal information in accordance with DPDP Act. Receiving Party further agrees and undertakes that any such data will be kept secret and confidential and retained or processed in accordance with the applicable data protection legislation including but not limited to DPDP Act and must not be passed on to any other agency or individual other than any person authorized by the Disclosing Party.

2. Disclosure of Confidential Information

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

- i. limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose.
- ii. advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential.
- iii. shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information.
- iv. not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein) and
- v. NOT to share reports/findings exclusive for the companies/ universities/ organizations found during the tenure of the business relationship with outsiders or publish the findings in online/electronic portals. Each party shall be responsible, for any breach of this Agreement, by any of their respective representatives.

For Cintelligence Services Private Limited

Director & CEO

SGT University

3. Use of Confidential Information

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely with the Disclosing Party. All use of Confidential Information, by the Receiving Party, shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party, with written consent, shall be the sole property, of the Disclosing Party. Each Party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, in or to any Confidential Information of the Disclosing Party, or any patent, copyright or other intellectual property or proprietary rights of the Disclosing Party, except the limited right to use in furtherance of the Purpose under this Agreement.

4. Compelled Disclosure of Confidential Information

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term

This Agreement shall remain in effect for a four-year term from the date of its execution by the parties (subject to a one-year extension, in writing, if the parties are still discussing and considering the Transaction at the end of the fourth year). Notwithstanding the foregoing, the parties' duty to hold in confidence, Confidential Information that was disclosed during the term, shall remain in effect indefinitely.

6. Remedies

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

For Cintelligence Services Private Limited

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7. Return of Confidential Information

Receiving Party shall immediately return and redeliver to the other, all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of

(i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach

Receiving Party shall notify the Disclosing Party immediately, upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives and will cooperate with efforts by the Disclosing Party and to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

The Receiving party will assist the Disclosing party on searching, drafting, and filing of patent. However, the granting of patent is completely at the discretion of the patent office of the respective country where the patent application is filed.

The receiving party will support and assist the disclosure party during the prosecution; however the receiving party has no control over the decision, on the invention, of the patent office.

10. Warranty

Each party warrants that it has the right to make the disclosures under this Agreement. The parties acknowledge that although they shall each endeavour to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any

For Cintelligence Services Private Limited

Director & CEO

Budhera, Gurugi

obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Miscellaneous

- i. This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of India, applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof.
- ii. The Law Courts located in Gurugram, Haryana shall have the sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.
- iii. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right and to subsequently enforce such provision or any other provision of this Agreement.
- iv. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten, or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- v. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.
- vi. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- vii. The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making, or marketing products or services that are or may be competitive with the products or services of the other; with the written consent of the Disclosing party.
- viii. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

ix. Termination

For Cintelligence Services Private Limited

Director & CEO

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x. Disclosing Party may terminate this Agreement by giving written notice to the Receiving Party, when Receiving Party breaches any provisions hereof. Receiving Party's obligations with respect to the Confidential information hereunder shall survive any expiration or termination of this Agreement.

12. Arbitration

Any disputes, controversies or differences which may arise between the parties out of, in relation to or in connection with this Agreement or the breach hereof shall, be finally settled by a sole arbitrator appointed by the parties herein. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the venue of Arbitration will be at Gurugram, Haryana

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

For Cintelligence Services Private Limited

Disclosing Party

By:

SGT University

Name:

Title:

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SGY University Budhera, Gurugram **Receiving Party**

By: CIntelligence Private Limited

Director & CEO

Name: M. Cedric Joseph

Title: Chief Executive Officer

Statement of Work

for

Researgence - Research Information Management System

CIntelligence Private Limited
and
SGT University

About this Article

This document outlines the Statement-of-Work (SOW) for Researgence – Research Information Management System

For Clatelligence Services Private Limited

Director & CEO

Registrar
SGT University

[Statement-of-Work]



This Statement of Work for Researgence – Research Information Management System (hereinafter referred to as the "SoW") is made and entered into on 14th March 2024 ("Effective Date")

BETWEEN

CIntelligence Private Limited, a company registered under the Companies Act, 1956 with CIN U72900TN2013PTC089448 and having its registered office at 277/1A, 8th Street Sri Krishna Nagar, Maduravoyal, Chennai, Tamil Nadu, India - 600095 (hereinafter referred to as "CIntelligence" which expression shall unless repugnant to the context or meaning thereof be to mean and include its successors and assigns)

AND

Shree Guru Gobind Singh Tricentenary University, registered under Haryana Private Universities (Amendment) Act No. 8 of 2013 and having its registered office at Budhera, Gurugram Badli Road, Gurugram, Haryana, India - 122505 (hereinafter referred to as "SGT UNIVERSITY" which expression shall unless repugnant to the context or meaning thereof be to mean and include its successors and assigns).

CIntelligence and SGT University shall be collectively referred to as "Parties" and individually as "Party".

For Cintelligence Services Private Limited

Director & CEO

SGT University Budhera Gurugram



Background

- Researgence Research Information Management System is owned by CIntelligence Pvt Ltd, formerly known as CIntelligence Services Pvt Ltd.
- 2. SGT University has approached CIntelligence for the use of the Researgence Research Information Management System.
- 3. In pursuance of the above, SGT University and CIntelligence have agreed to the following terms in this SoW which shall govern the supply of services by CIntelligence to SGT University.

1 Scope

CIntelligence will provide the Researgence Research Information Management System which is an AI-enabled research Output management and administration platform ("Platform") to support SGT University in effective management of its Research Outputs, addressing all the needs for ranking and accreditation exercise and administration.

Researgence - Research Information Management System for Research Output Management and Effective Administration

Below are the key components which will be part of the Researgence – Research Information Management System offered to SGT University for the research output management and effective administration:

- Research Output Repository
- Performance Analysis Suite
- Journalopedia

1.1. Research Output Repository

Curation, updating and preservation of all the metadata and scientometric indicators associated with the institute in a digital infrastructure and rendering it as and when required by the institutional stakeholders.

1.1.1 Curation, updating and categorization of all the information associated with the publications and preserving its metadata emanating from the institution.

For Cintelligence Services Private Limited

Director & CEO

SGT University
Budhera, Gurugram



- 1.1.2 Mapping of Scientometric indicators from institute level to the department level to the individual level
- 1.1.3 Turnkey reports for internal and external stakeholders
 - 1.1.3.1 NAAC Research Data (3.4.3, 3.4.4, 3.4.5 & 3.4.6)
 - 1.1.3.2 NIRF eligible research data to keep track of where we stand.
 - 1.1.3.3 QS, THE and other international ranking research reports
 - 1.1.3.4 AQAR, IOE DVV and other national statutory research reports
 - 1.1.3.5 Faculty-wise publication tracking reports.
 - 1.1.3.6 Department-wise publication tracking reports.
 - 1.1.3.7 National and international collaboration reports
 - 1.1.3.8 Monthly, Quarterly, Half Yearly and Annual Bulletins
 - 1.1.3.9 Other defined internal and external Ad-hoc reports

1.2. Performance Analysis Suite

Digital framework for analysing the research performance based on institute's policy for Awards, Incentives, Appraisals etc.

- 1.2.1 Goal Setting and Quarterly Analysis
- 1.2.2 Scientometric indicators mapping based on institution policy of performance analysis and evaluation for research promotion.
- 1.2.3 Turnkey Reports for
 - 1.2.3.1.1 Incentives, Research Awards and Appraisals.
 - 1.2.3.1.2 Prospective Recruitment Research

1.3. Journalopedia

- 1.3.1. Identifying the journal right fit for the manuscript.
- 1.3.2. Indicative list of predatory publishers
- 1.3.3. Reviewing the journals in which researchers have published articles for qualitative analysis (Upcoming)
- 1.3.4. Turnkey reports for

For Cintelligence Services Private Limited

Director & CEO

SGT University
Rudhera Gurugram



1.3.4.1. Technology Area-wise journal reports	1.3.4.1.	Technology	Area-wise	journal	reports
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- 1.3.4.2. Predatory Journal Tracker Reports
- 1.3.4.3. Discontinued Journal Tracking Reports

2 Implementation

SGT University and CIntelligence agree to work collaboratively for the implementation in accordance with the roadmap below:

- 2.1 SGT University and CIntelligence sign this SOW wherein the intent of both Parties is documented.
- 2.2 SGT University & CIntelligence hold meetings, undertake discussions, and agree on the following:
 - 2.2.1 Workflow steps and details
 - 2.2.2 Roles and permissions within Researgence Research Information

 Management System
 - 2.2.3 Dashboard and data dump requirements
 - 2.2.4 Input and output template(s)
 - 2.2.5 Final infrastructure of Researgence Research Information Management System will be hosted on cloud infrastructure.
 - 2.2.6 Virtual Product training
 - 2.2.7 Product support for end-users
 - 2.2.8 Governance team & mechanism
 - 2.2.9 Other items that may come up during the discussions.
- 2.3 SGT University shall designate a single point of contact (SPOC) as their representative to ensure the alignment of SGT University stakeholders with the requirements for the implemented platform. This SPOC will be responsible for providing requirements to the CIntelligence team and signing off the implementation.

For Cintelligence Services Private Limited

Director & CEO

Registrar
SGT niversity
Budhera, Gurugram



- 2.4 SGT University & CIntelligence will start work towards implementation of Researgence -Research Information Management System.
- 2.5 Researgence Research Information Management System will be implemented for SGT University as planned, agreed, and scheduled.
- 2.6 SGT University SPOC shall facilitate the product training and assisted by the CIntelligence team. SGT University SPOC shall ensure its adoption by SGT University users.
- 2.7 CIntelligence shall support SGT University, its administrators, supervisors, and scholars as they start using Researgence - Research Information Management System.
- 2.8 At multiple points during the above steps, SGT University and CIntelligence may make public announcements and conduct marketing campaigns, including case studies and white papers about the implementation and use of Researgence Research Information Management System by SGT University.
- 2.9 Onboarding of university users: The onboarding of users in the university will happen after the launch of the Research Output Repository (ROR) module. This will happen in two phases.
 - 2.9.1 Phase I: With the launch of the ROR module, management, Dean/Directors, HOI and HOD logins will be configured in Phase I.
 - 2.9.2 Phase II: Faculty and Scholar profiles will be set up after all the Phase I profiles have been configured.
- 2.10 Integration with existing ERP solutions, installed at the university premises can be possible through REST API's. Researgence data will be provided via REST API which can be accessed by the ERP via authentication of the requested data. A Data Specification Sheet (DSS) would be provided to the university and following information will be required from the university end:
 - 2.10.1 The data points required to be mapped.
 - 2.10.2 Roles & permissions
 - 2.10.3 The level of access required for API-sharing, would be agreed upon.

For Cintelligence Services Private Limited

irector & CEO



Based on that, the Researgence Product Engineering team will assign the API's.

3 Extension of product & Services (if required)

Following product and services will be extended to the University at an additional cost if required:

- ∉ Visibility Suite
- ✓ New Modules of Researgence in the future

4 CIntelligence Product Support & Service Level Agreement

CIntelligence shall provide the below-mentioned product support. In situations when SGT University users report a technical issue or have a request related to CIntelligence, below service levels will be applicable:

Description	Response Time		
Priority 1 issue (System-wide outage or an issue causing major disruption)	Up to 2 working day		
Priority 2 issue (User specific issues or issues not causing major disruption)	Up to 3 working days		
Service request (Request for information or advice, or for a standard change – e.g., role addition/change etc.)	Up to 5 working days		

- The working hours for the CIntelligence product support will be 9 AM to 5 PM IST, Monday to
 Friday, except national and regional holidays and any business continuity scenarios.
- Two virtual and Two in person trainings/Orientations will be provided to the SGT University users in cordial facilitation by the SGT University
- University will share all the necessary templates and formats for Turn-Key Report Generation at the time of installation of Researgence.
- CIntelligence will provide support for following reports:

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Director & CEO

SGT University
Budhera, Gurugram



- NAAC Criteria 3 pertaining to Publications and Patents
- NIRF
- AQAR
- IOE 0
- Other Ad-hoc statutory requirements, as required throughout the academic year.
- CIntelligence will have the engagement with the University on the following instances at the pre-defined schedule:

INITIAL ENGAGEMENT i.

- KEYWORDS & NAME VARIATIONS: CIntelligence R&D team will share the list of keywords and the name variations to be used to run the search in the Researgence EPISTEME search engine. The SPOC from the university would officially review and approve the list after taking into cognizance all the stakeholders of the research team in the university.
- The complete list of active Faculty and Research Scholars with their FULLY EXPANDED NAMES, to be provided by the university in the format shared by the Researgence team.
- The complete list of institutes/schools and departments of the university should also the provided in the format shared by the Researgence team.

ENGAGEMENT AFTER DEPLOYMENT

- o Orientation programs for faculty and key stakeholders of SGT University for effective utilisation of the Researgence at their individual capacity. There will be 4 orientation programs in a year - Two virtual orientation programs and two in-person will be planned as follows:
 - 1. In-person: Within 3 months of the installation
 - 2. Virtual: Within 6 months of the installation

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3. In-person: Within 9 months of the installation

4. Virtual: Within 12 months of the installation

5 Consideration

Description	License Volume	Annual Fee (INR)	Discount	Discounted Annual Fee (INR)	
Annual License Fee – Researgence - Research Output Repository (ROR)	Up to 1200 Users	12,50,000	20%	10,00,000	
Annual License Fee - Researgence – Performance Analysis Suite (PAS)	Up to 1200 Users	5,00,000	20%	4,00,000	
Annual License Fee - Journalopedia	Up to 1200 Users	1,00,000	90%	10,000	
One Time Set-up Fee	Not Applicable	2,00,000	70%	60,000	
	14,70,000				

- 5.1 All above-quoted prices are exclusive of GST. Taxes will be applicable on the prices.
- 5.2 One time set up fee goes away next year onwards on renewal.
- 5.3 The annual license fee is fixed for four years i.e., till 13th March 2028.
- 5.4 Escalation:

<u>Purpose</u>: This clause allows for the adjustment of the contract price in response to significant changes as per Retail Price Index (RPI), at the end of the contract term of 4 years, valid until 13-March-2028.

<u>Trigger Event</u>: The Retail Price Index (RPI), at the time of drafting this contract (as on 14-March-2024) is 150.7. At the end of the contract validity, changes in contract price can be caused by a trigger due to changes in the RPI index.

India: retail price index of tables 2023 | Statista

Adjustment Formula:

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Director & CEO

SGT University



The contract price will be adjusted based on the following formula:

X = Current Contract Price

Y = New Contract Price

New Contract Price (at the end of 4 years) = X * [(1+ Compound Annual Increase in RPI Index)]

Procedure:

Notification: CIntelligence Private Limited must notify SGT University at least 3 months before the expiry of validity of contract, quoting the prevailing RPI index score.

Review: SGT University will review and accordingly decide whether or not to agree to the adjustment after review of the prevailing RPI, within a duration of 30 days.

Resolution: In case of dispute on the RPI value and the subsequent calculations, parties will negotiate in good faith to finalize the revised price for the next subscription year <u>Maximum Escalation</u>: CIntelligence will limit the revision due to escalation to a maximum of 25% of the original contract price over the term of the contract.

5.5 Payment Terms

- o 50% of the Total fee i.e. INR 7,35,000 plus taxes for the first year (first annual cycle of the SoW) is to be paid upfront (in advance) and the remaining 50% of the total fee i.e. INR 7,35,000 plus taxes for the first year (first annual cycle of the SoW) is to be paid within 25 days from the date of installation of the software.
- o 100% of the annual license fee i.e. INR 14,10,000 plus taxes for the next year onwards for three (3) years (next 3 annual cycles of the SoW) is to be paid annually within 30 days from the respective date of the Effective new annual cycle of the SoW (Contract) i.e. 14th of March.

6 Confidentiality

- 6.1 Each Party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other Party except as permitted by clause (b) below.
- 6.2 Each Party may disclose the other Party's confidential information:

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- To its employees, officers, representatives, or advisers who need to know such information for the purposes of fulfilling its obligations under this Agreement.
- As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 6.3 CIntelligence agrees to comply with the data protection provisions in relation to any personal data that it may process on behalf of SGT University. CIntelligence acknowledges, agrees and undertakes that it will be deemed to be the Data Fiduciary as per the provisions of Digital Personal Data Protection Act, 2023 (DPDP Act) for all the personal information/data furnished to or accessed by it under this SoW. CIntelligence further agrees and undertakes to ensure compliance with all the provisions applicable to data fiduciaries for processing the aforesaid personal information in accordance with DPDP Act. Cintelligence further agrees and undertakes that any such data will be kept secret and confidential and retained or processed in accordance with the applicable data protection legislation including but not limited to DPDP Act and must not be passed on to any other agency or individual other than any person authorised by the SGT University.

7 Term and Termination

- 7.1 The term of the SoW shall be for four (4) years from the Effective Date and may be extended beyond the stated duration of four years by agreement of both Parties.
- 7.2 The SoW can be terminated by either Party by giving 60 days' notice before the expiry of the SoW. However, all prior and ongoing commitments made by the parties shall be completed in such eventualities, as agreed. In case of early termination, CIntelligence shall pay the pending license fee on a prorated basis. The pro-rata termination fee payable would be calculated based on the formula annual subscription fee divided by the remaining number of months in the subscription period.
 - 7.2.1 In case of termination, SGT University's Researgence research output data captured and updated till the date of termination, would be shared in a mutually acceptable format either through a simple format such as MS Excel or via API to be passed on

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securely to any active ERP of SGT University or any other format, as deemed appropriate and mutually acceptable.

8 Indemnity

CIntelligence hereby undertakes and agrees to indemnify and keep and hold SGT University indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this SoW or arising from any breach of any warranty, representation, covenant or obligation of CIntelligence under this SoW including any third party claims for infringement of intellectual property rights, provided the said harm is caused due to the actual data, charts and graphs, collated through open sources and presented in Researgence by CIntelligence. SGT university should provide an opportunity to CIntelligence to examine and present our case and it will be prerogative of CIntelligence to correct the data and make the necessary changes.

However, CIntelligence will not be responsible for the interpretation of collated actual data and subsequent decision making based on the same, which will be sole responsibility of SGT University.

9 Dispute Resolution, Governing Law and Jurisdiction

All disputes, controversies or differences arises between the parties which may arise between the parties hereto out of or in relation to or in connection with or interpretations of this SoW or for the breach thereof shall be settled amicably between the parties through negotiations. This SoW is governed by and must be construed in accordance with the laws of India and subject to the exclusive jurisdiction of the courts in Gurugram, Haryana.

10. Amendment

No modification, amendment or waiver under this Agreement shall be binding upon both parties unless in writing and signed by the parties. That there are no other oral or collateral agreements between the parties.

For Cintelligence Services Private Limited

Director & CEO

SGT L niversity

Budhera, Gurugram



11. Relationship

Nothing in this SoW shall create or imply any agency, venture, partnership, representative, or employment relationship between the parties. This SoW shall not be constructed as authority for either party to act for the other party in any capacity, or to make commitments of any kind for the account of or on behalf of the other party.

12. Severability:

If any provision of this SoW/Contract becomes invalid, illegal or unenforceable in any way and to any extent by reason of any existing or future rule of law, statute, order, directive or regulation applicable thereto or any other reason, then the same shall to the extent of such invalidity, illegality or unenforceability be deemed to be deleted from this SoW/MoU which shall remain in full force and effect as regards all its other provisions. The provision so becoming invalid, illegal or unenforceable may be replaced with another provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision as deemed appropriate by both the parties.

For Cintelligence Services Private Limited

Director & CEC

Registrar SGT University Budhera, Gurugram

Title: CEO Dated:



IN WITNESS WHEREOF, the Parties have caused this Statement of Work to be executed by their duly authorized representatives as set forth below:

SGT University	
By:	
~,·	Registrar
	SGT University
	Budhera, Gurugre
Print Name:	
Title:	
Dated:	
CIntelligence Pri	vate Limited
By:	
	Candage Private Limited
For Cintelligence	Services Private Limited
VON	MAN A
Cal	Director & CEO
The state of the s	
Print Name: Ced	ric Joseph Manuel