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Software and Services Agreement
Cover Page
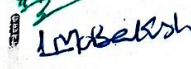
Agreement number	QUALINS' BEST BRAIN SOLUTION FRAME WORK (EDUCARE)001™
Parties **Service Receiver**	P. V. K. N. Government College is a leading educational institution located in Chittoor, Andhra Pradesh, India. The college was established in 1961 and recognized by the University Grants Commission in 1966. It is affiliated with Sri Venkateswara University and offers undergraduate and postgraduate courses in Arts, Sciences, and Commerce. The college has a strong reputation in the region and is considered one of the top colleges in Chittoor district.
Service Provider	Qualin Software & Management Services Private Limited is a privately held company incorporated on 26 October 2007 and registered with the Registrar of Companies in Hyderabad, India. The company is engaged in software publishing, consultancy, and supply services. The company's services include the production, supply, and documentation of non-customized software, operating systems software, business & other applications software, and computer games software for all platforms. Additionally, the company provides consultancy services to users, including custom software solutions based on analyzing their needs and problems.

PRINCIPAL
PVKN GOVT. COLLEGE'(A)
CHITTOOR, AP.

For Qualin Software & Management Services Pvt. Ltd.

Director
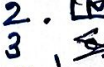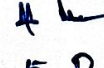
1. _____ - Acad. Coordinator

2. LMBabesh - COE.

3. _____ - IQAC coordinator

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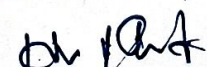
5. P._____ - Office staff

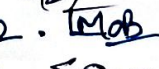|	Under this Agreement, the following cloud based ERP Software and Services shall be provided:
Scope of Work	1. In 2015, customized ERP modules, including Student Management and User Authentication modules are initiated on on-premises. 2. In 2016, Library Management software modules which were initiated on on-premises.. 3. In 2018, Examination Branch Automation module which were initiated, on premises. 4. In July 2019, the college officials made the decision to migrate all on-premises applications to a renowned cloud vendor, such as IBM, Microsoft Azure, Google Cloud, or Amazon Web Services. After two years of observation, in 2021, we proceed with payment to the service provider and enter into an agreement to protect our investments in ICT implementations. The chosen third party service provider for cloud computing is IBM; however, the service Provider has reserve the right to select and replace third-party vendors from the aforementioned options based on factors such as technical compatibility, cost, and quality. This flexibility is particularly important in rapidly evolving software technology markets, including artificial intelligence, cloud computing and in cyber security. 5. In 2021, it was observed that the college's data, which is submitted to the service provider when processed in the cloud, functioned effectively and performed as well as on-premises infrastructure. Furthermore, the cloud-based solution offered enhanced security, robust disaster recovery capabilities, and improved elasticity and performance. Taking these factors into account, the decision to enter into the agreement was made. 6. Data processing services to be continued by the service provider and all the data submitted shall be made available through cloud. 7. The Service Provider shall implement reasonable steps to meet these obligations to be continued right from installation to provision the customized ERP and on the Cloud Based Infrastructure. 8. The Service Provider shall Administer and maintain the cloud infrastructure is essential to ensure the security of live data for the institution and to enable the uninterrupted 24x7 functioning of its apps.

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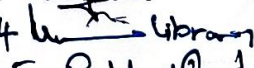
SERVICE RECEIVER's CONTRACT REPRESENTATIVE	**Name: Dr. G. Anand Reddy** **Designation : Principal** **Authorised Signatory:Principal** **Address:PVKN Govt Collge** **Email:Chittoor.jkc@gmail.com** **Phone number:085722 40457** **Note:** The parties acknowledge and agree that the the Principal of Pvkn Government College Chittoor has full authority to make decisions and take actions related to the administrative, academic, and financial aspects of the system. The Principal is authorized to sign all agreements and documents on behalf of Pvkn Government College Chittoor.
SERVICE PROVIDER's contract representative	**Authorised Signatory:** C.E.O AND MANAGING DIRECTOR **Address:Corporate Office: 2nd Floor, No.39,NGEF Lane,** **Indiranagar, First Stage Bangalore-560038** **Email address:** sriramp82@gmail.com **Phone number:** 8096649445 **Note:** The parties acknowledge and agree that the CEO and Managing Director of Qualin Software and Management Services Pvt. Ltd. has full authority to make decisions and take actions related to the system. The CEO and Managing Director is authorized to sign all agreements and documents on behalf of Qualin Software and Management Services Pvt. Ltd., and is responsible for ensuring that all necessary authorizations and corporate resolutions have been obtained.

PVKN. GOVT. COLLEGE (A)
CHITTOOR, AP.

For Qualin Software & Management Services Pvt. Ltd.

Director

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SOFTWARE SERVICES AGREEMENT

THIS AGREEMENT (referred to as the "Agreement") is made and entered into on the 3rd August 2021 (referred to as the "Effective Date") by and between:

PVKN GOVERNMENT COLLEGE, Chittoor, represented by its Principal, at Vellore Road, Valliappa Nagar Chittoor - 517002 Andhra Pradesh, India.

HEREINAFTER referred to as the SERVICE RECEIVER and referred to as the party of the First Part (a term which, unless the context otherwise requires, shall be deemed to include its successors and permitted assigns).

AND

M/S. QUALIN SOFTWARE & MANAGEMENT SERVICES PRIVATE LIMITED, is a private limited company incorporated under the Companies Act and having its registered office at Corporate Office:2nd floor,no.39,NGEF Lane, Indira Nagar, First Stage Bangalore-560038. **HEREINAFTER** referred to as the SERVICE PROVIDER and referred to as the party of the second Part (a term which, unless the context otherwise requires, shall be deemed to include its successors and permitted assigns).

1. **DEFINITIONS**

   a) **Agreement** means the attached Cover Page, these Standard terms, and conditions.

   b) **Business Day** means a day which is not a Sunday or public holiday in India.

   c) **Claim** means a claim, action, demand, damage, loss, liability, cost, charge, expense (including legal costs on a full indemnity basis), outgoing, fine or payment.

For Qualin Software & Management Services Pvt. Ltd

Director

PVKN. GOVT. COLLEGE (A)
CHITTOOR, AP.

1 — Academic Coordinate
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d) **Commencement Date** means the date on which this Agreement is executed by both parties also referred to as the effective date.

e) **Confidential Information** in relation to a party means information of a confidential nature including information about its business, operations, strategy, administration, technology, affairs, clients, customers, employees, contractors or Suppliers, but does not include any information which is in the public domain other than through a breach of confidence.

e) **Defects** mean any failure of the Software, Service or Deliverable to comply with its Specifications.

f) **Deliverables** means all things, materials, documents, information and items developed by or on behalf of the SERVICE PROVIDER or its Personnel in the course of or in connection with the supply of the Software and Services in any form whatsoever (including electronic form) and includes all inventions, models, drawings, plans, artwork, designs, logos, reports, advices, proposals and records, including all the deliverables.

g) **Delivery Date** means any date and time for delivery of the Software, Services or Deliverables as statedr as which are mutually agreed and otherwise advised or extended by SERVICE RECEIVER from time to time.

PRINCIPAL
PVKN, GOVT. COLLEGE (A)
CHITTOOR, AP.

For Qualin Software & Management Services Pvt. Ltd.

Director

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h) Develop means, in connection with a thing, to develop, create, add, enhance, reduce, adapt or prepare derivative works based on that thing.

i)Developed Software means any Software and related Documentation which is Developed by the SERVICE PROVIDER, and includes any customizations, configurations or other modifications based on user requisitions developed and put to use by PVKN Govt. College

j) Documentation means any user threads or other documentation or provided by the SERVICE PROVIDER to SERVICE RECEIVER as part of the Services and any other documentation which is necessary for the effective operational Use, of any Software supplied by the SERVICE PROVIDER.

k) Fees mean the amounts payable by SERVICE RECEIVER under this Agreement for the Software, Services or Deliverables (as applicable), calculated.

l) Fix means the permanent correction of a Defect and includes the provision to SERVICE RECEIVER of any amendments to, or replacements of, any Documentation that are required as a result of such correction.
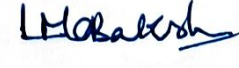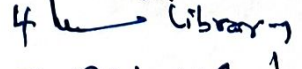
m)Force Majeure means an unforeseeable event or circumstance beyond the reasonable control either of a party including:

(a) an act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;

(b) strikes or other industrial action, other than strikes or other

PRINCIPAL
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CHITTOOR, A.P.

For Qualin Software & Management Services Pvt. Ltd.

Director

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industrial action of some or all of the SERVICE PROVIDER's Personnel; and

(c) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic,

n) GST means a goods and services tax, or a similar value added tax, levied or imposed under the GST payable to statutory government bodies.

o) License: The SERVICE RECEIVER is granted a non-exclusive, non-transferable, and royalty-free license to use the customized off-the-shelf ERP software only to the extent required and use of the software services. The SERVICE RECEIVER does not have the right to grant sub-license, assign, endorse such software to third parties.

p) Licensed Software means any software and related Documentation owned by the SERVICE PROVIDER or licensed to the SERVICE PROVIDER by a third party which is:
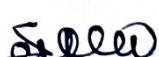
a) in existence prior to the date of this Agreement; or

b) Developed or comes into existence otherwise than pursuant to this Agreement,

c) Customized as per the requirement of SERVICE RECEIVER and includes any New Release, Fix or Work-Around of that software.

q) Cloud based customized ERP means any software and related Documentation owned by the SERVICE PROVIDER or license which is inturn owned and possessed by the SERVICE PROVIDER by a third party which is:

For Qualin Software & Management Services Pvt. Ltd.

PRINCIPAL
PVKN. GOVT. COLLEGE (A)
CHITTOOR, AP.

Director

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(a) in existence prior to the date of this Agreement; or

(b) Developed or comes into existence otherwise than pursuant to this Agreement

(c) Customized as per the requirement of SERVICE RECEIVER.

(d) the term "third party" refers to any individual or organization that is not directly involved in this Agreement, but has licensed or provided software or related documentation to the SERVICE PROVIDER for use in their services. This could include other software vendors or providers who have licensed their software with the SERVICE PROVIDER.
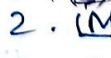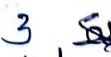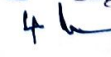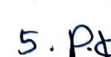
r) **Cloud-based infrastructure** refers to the hardware, software, communication services, and other resources, services, and facilities (whether provided by the SERVICE PROVIDER or a third-party provider to the SERVICE PROVIDER) that are necessary or desirable for the SERVICE PROVIDER's provision of the Cloud-based customized ERP. This includes all the components that make up the Cloud-based customized ERP, such as servers, storage, networks, and software, as well as any other resources and facilities that are required to support the operation, delivery and functioning of the service.

s) **Intellectual Property Rights,** means all current and future rights related to copyright, trademarks, designs, patents, software architecture layout rights, trade, business, company and domain

PRINCIPAL
PVKN. GOVT. COLLEGE (A)
CHITTOOR, AP.

For Qualin Software & Management Services Pvt. Ltd.

Director

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names, confidential and other proprietary rights, and any other rights to registration of such rights, whether created before or after the date of this Agreement shall be possessed by , and whether within or outside the state of Andhra Pradesh or any other jurisdiction.

t) The term "Law", refers to any relevant statute, regulation, by-law, ordinance, policy or Subordinate legislation in effect at any time in India, whether enacted by a state, union territory or a local government. It also encompasses common law and equity, as applicable at any time, as well as any mandatory standards or industry codes of conduct.
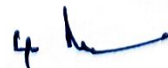
u)The License Term means the period of time, starting from the Effective Date, for which a license is granted for a particular Software. The effective date for commencement of services on cloud infrastructure as agreed by the service receiver.

PRINCIPAL
PVKN. GOVT. COLLEGE (A)
CHITTOOR, A.P.

For Qualin Software & Management Services Pvt. Ltd.

Director

1. _____ – Academic Coordinator
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3. _____
4. _____ Librarian
5. P. Dhi/ Aud.

v)New Update means any new Update or version of any Software issued from time to time, including any update, enhancement, extension or replacement of the functionality of such Software without any changes to the software and which is subject to the discretion of the service provider.

w)New release would mean a new software which would replace the previous version of the software based on the service receiver requirements with the application of latest advanced disruptive artificial intelligence Mechanisms. The cost involved in research and development of the required software application shall be borne by the service receiver and the same shall be subject to the discretion of the service provider.

x)Priority Levels refer to the agreed-upon levels of priority for the Software Support Services, which are determined by the SERVICE PROVIDER and SERVICE RECEIVER.

y)SERVICE RECEIVER DATA refers to any data that is owned or supplied by the SERVICE RECEIVER or that is generated by the cloud-based ERP of the SERVICE PROVIDER; or any data that is generated, compiled, arranged or developed at the instructions/request of service receiver by the service provider, in the course of providing or receiving the Software, Services, or Deliverables under this Agreement.

z)A SERVICE LEVEL is a defined level of performance, quality, and availability that a service provider agrees to meet in order to satisfy the needs of its

PRINCIPAL
PVKN. GOVT. COLLEGE (A)
CHITTOOR, AP.

For Qualin Software & Management Services Pvt. Ltd.

Director

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customers/clients/ service receiver. Service levels are typically set out in a service level agreement (SLA) and include metrics such as response time, uptime, resolution time, and other measures of service quality. The purpose of service levels is to establish clear expectations for both the service provider and the service receiver, and to ensure that the services provided meet the customer's requirements and needs.

aa)Source code is the human-readable version of computer software that is written in a particular programming language. It is the original version of a software program that can be compiled into machine code (executable code) that a computer can understand and run. The source code is used by developers to modify or customize the software, fix defects or bugs, and add new features. It usually comes with documentation and tools required to work with and modify the code.

ab)Specifications mean the requirements and all agreed requirements as to quality, functionality, performance, interoperability, testing, and other matters, in respect of Software, Services, and deliverables. In respect of the Software, specifications include all Documentation relating to the Software and any published specifications of the SERVICE PROVIDER or inputs taken from third-party manufacturer relating to the Software.

ac)Taxes means all taxes, levies, rates, charges, imposts of any kind whatsoever, including withholding tax.

ad)Tax Invoice has the meaning given in the GST Law.

PRINCIPAL
PVKN. GOVT. COLLEGE (A)
CHITTOOR, AP.

For Qualin Software & Management Services Pvt. Ltd.

Director

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2. IMPROPER DATA ENTERING IN ERP/ DEFECT IN APPLICATION:

a) When a user enters improper data then the application prompts that a proper data need to entered. In case that improper data is stored in cloud data base, then service provider notifies and sends a notification to the service receiver.

b) If there is a defect in the application, the service receiver may report that to service provider and the same shall be rectified by the service provider with in 48 hrs.

c) In case of extension or addition of any services beyond the scope of this agreement the service provider shall notify timelines along with additional cost which shall be processed based on the approval, by the service receiver.
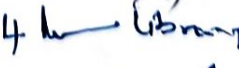
3. SERVICES:

a) The term "Services" refers to the various services that the SERVICE PROVIDER is obligated to provide under the terms of the Agreement. These services may include analyzing the customer's requirements and customizing the QUALINS' BEST BRAIN SOLUTION FRAMEWORK (EDUCARE) for specific modules such as student management and user authentication, library management, examination branch automation for providing software support services, installing software, and providing ICT consultancy services. The specific services to be provided by the SERVICE PROVIDER should be outlined in the Agreement.

PRINCIPAL
PVKN. GOVT. COLLEGE (A)
CHITTOOR, A.P.

For Qualin Software & Management Services Pvt. Ltd.

Director

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4. TIME PERIOD FOR SERVICE CONTRACT:

i) The period of contract would be for 7 years from the date of this agreement ie.effective date when the on-premises to cloud transformation happened.

5. ANNUAL MAINTAINENCE CHARGES:

i) The annual maintenance charges shall be levied at the rate of 29% of the application development costs every year and additional cloud charges as per actual every quarter.

ii) ii)Taxes shall be levied by the service provider or the third party as per statutory guidelines prevailing in the respective country.

6. EXPIRY OF AGREEMENT:

The parties have consented to this Agreement on 03rd August 2021 and it is mutually agreed between the parties that the effective date of this agreement is on 3rd August 2021. This agreement comes to an end on the 7th year from the date of effective date which shall end on 3rd August 2028.

I) ON EXPIRY OF AGREEMENT:

SERVICE RECEIVER Data held by the SERVICE PROVIDER on the Cloud Based Infrastructure, shall be delivered to the SERVICE RECEIVER as reasonably requested within seven Business Days after the effective date of expiry of the Agreement.

Additionally, the SERVICE PROVIDER must, after complying with SERVICE RECEIVER's request to deliver up the SERVICE RECEIVER Data, permanently delete any remaining SERVICE RECEIVER Data on the Cloud Based Infrastructure. The SERVICE PROVIDER must

PRINCIPAL
PVKN. GOVT. COLLEGE (A)
CHITTOOR, AP.

For Qualin Software & Management Services Pvt. Ltd.

Director

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also take care to ensure that the data is not forensically recovered. That after having been provided by the service provider to the service receiver after such expiry and further data having been deleted by the service provider no request of such data recovery shall be entertained.

7. DISASTER RECOVERY PROCESS:

If any disaster or potential disaster occurs which could affect the availability of the Cloud infrastructure and customized ERP hosted on cloud infrastructure hosted by IBM. The service provider shall make sincere efforts to recover the data from IBM and provide SERVICE RECEIVER with regular updates until the disaster or potential disaster is resolved. Also use commercially reasonable efforts to restore the Cloud based customized ERP through the Disaster Recovery Procedures within the agreed recovery time objective (RTO) and recovery point objective (RPO) in the event of any disaster.

8. CONFIDENTIALITY AND PRIVACY:
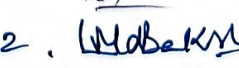
Both parties agree to keep confidential all Confidential Information disclosed by the other party, and not use or disclose any Confidential Information except as necessary to perform their obligations under this Agreement or as required by Law.

Either of the party must take all reasonable steps to ensure that its employees, agents and contractors comply with the obligations of confidentiality under this Agreement. Both parties agree to comply with all applicable privacy Laws and regulations, and to use any Personal Information collected or obtained under this Agreement only for the purposes of performing their obligations under this Agreement.

PRINCIPAL
PVKN. GOVT. COLLEGE (A)
CHITTOOR, AP.

For Qualin Software & Management Services Pvt. Ltd.

Director

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9. ASSIGNMENT AND NOVATION:

Service Receiver shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the service provider. Any purported assignment or transfer by the service receiver without such consent would be void. Any such transfer or use of the application other than the service receiver to this agreement the service provider shall claim appropriate damages from the service receiver.
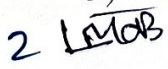
10. TRAINING

Training means the instructions and guidance provided by the SERVICE PROVIDER to SERVICE RECEIVER on the proper use and operation of the Software and Services.

Use of software application after development the service provider actions are limited to installing, running, training, supporting and maintaining where the application is put to best use of service receiver.

For Qualin Software & Management Services Pvt. Ltd.

Director

PRINCIPAL
PVKN. GOVT. COLLEGE (A)
CHITTOOR, AP.

1 ☐ - Academic coordinator

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11.INTELLECTUAL PROPERTY:

This clause outlines the terms related to the intellectual property rights of the Licensed Software and Cloud based customised ERP that the SERVICE PROVIDER is providing to the SERVICE RECEIVER.
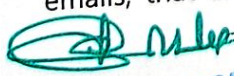
Intellectual property rights in the Licensed Software and Cloud based customized ERP remain vested with the SERVICE PROVIDER or its licensors. This means that the SERVICE RECEIVER does not have ownership or any other rights over the intellectual property of the software.

SERVICE PROVIDER grants the SERVICE RECEIVER a non-exclusive, perpetual, irrevocable, royalty-free license to use the Licensed Software or Cloud based customized ERP during the License Term for the business purposes of SERVICE RECEIVER, in accordance with the class of license. This means that the SERVICE RECEIVER has the right to use the software for its own business purposes, but the license is non-exclusive, meaning that the SERVICE PROVIDER can also grant similar licenses to other parties. SERVICE RECEIVER must not, and must ensure that its employees, agents and contractors do not, reverse engineer, decompile or disassemble any part of the Software or attempt to replicate.

The SERVICE RECEIVER on entering and endorsing this agreement shall have permissible access to intellectual property rights held by the service provider.
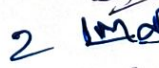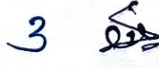
12. DISPUTE RESOLUTION:

Any dispute arising out of or in connection with this Agreement must be resolved through good faith negotiations between the parties and should communicate only through emails, that are mentioned in this agreement. If the parties are unable to resolve the

For Qualin Software & Management Services Pvt. Ltd.

PRINCIPAL
PVKN. GOVT. COLLEGE (A)
CHITTOOR, AP.

Director

1 _____ Acad. coordinator
2 _____ COE
3 _____
4 _____ library

dispute within 30 days of the dispute being raised, either party may refer the dispute to mediation in accordance with the rules of the Indian Arbitration and Conciliation Act 1996.

This Agreement is governed by and construed in accordance with the laws of India.

Any legal action or proceeding arising out of or in connection with this Agreement must be brought in the courts of India, and each party submits to the jurisdiction of those courts.

13. JURISDICTION:

The Bangalore court shall have jurisdiction in case if there is any dispute arises by either of the parties to this agreement.

14. Agreement type:

Even though the service receiver has purchased the stamp paper for this agreement, both parties will receive a copy of the agreement, and each party will retain their respective copy for their records. Therefore, this is a bilateral agreement.

PRINCIPAL
PVKN. GOVT. COLLEGE (A)
CHITTOOR, AP

For Qualin Software & Management Services Pvt. Ltd.

Director

1   - Academic coordinator

2   - CoE

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4   - librarian

An index or table of contents for a software service agreement typically includes the following sections:

For Qualin Software & Management Services Pvt. Ltd.

PRINCIPAL
PVKN. GOVT. COLLEGE (A)
CHITTOOR, AP.

Director

1   – Academic coordinator

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IN WITNESS WHEREOF the parties hereto to this agreement has put their hands on this .... day of .... Month and .... year amongst the following witnesses:
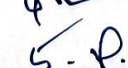
~signature~ PRINCIPAL **PVKN** PRINCIPAL LEGE (A) **PVKN.** GOVT. ...R, AP. (A) CH... **FOR PVKN GOVERNMENT COLLEGE** (AUTHORISED REPRESENTATIVE)	For Qualin Software & Management Services Pvt. Ltd. ~signature~ Director **FOR QUALIN SOFTWARE AND** **MANAGEMENT SOLUTIONS PVT. LTD.** (AUTHORISED REPRESENTATIVE)

WITNESSES:	
1.	~signature~ C. MEERA SAHEB Lec - in Botany PVKN Govt. College (A) CHITTOOR
2.	~signature~ V. Masulamani Lect. in commerce PVKN. Govt. College (A) Chittoor.

~signature~
PRINCIPAL
PVKN. GOVT. COLLEGE (A)
CHITTOOR, AP.

For Qualin Software & Management Services Pvt. Ltd.
~signature~
Director

1 ~signature~ - Academic coordinator
2 LMdB . COE
3 ~signature~
4 ~signature~ Library
5. P. Dwipand.