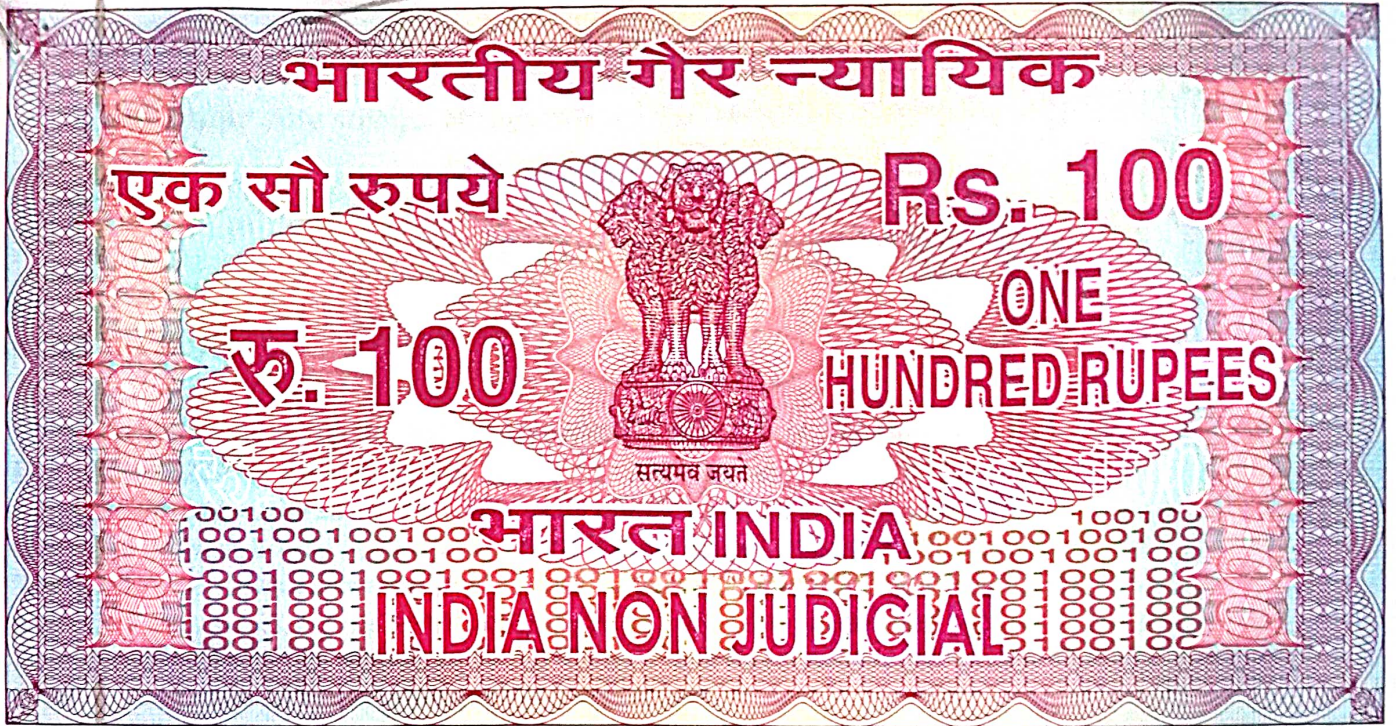


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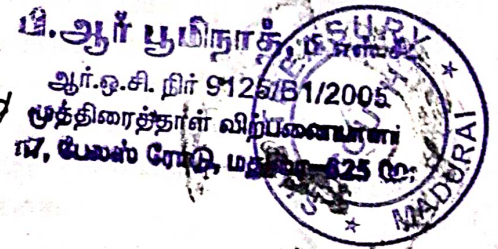


தமிழ்நாடு தமில்நாடு TAMILNADU

10-3-2010

Edix Smartclass Educational
Services Pvt. Ltd
New Delhi

10-3-2010 CB 396431



Smartclass Agreement
Signed between

Edix Smartclass Educational Services Pvt Ltd
and

Thiagarajar College of Preceptors
Madurai.



Dr. S. PRAKASH, M.Sc., M.Ed., M.Phil., Ph.D (Edn.)
Principal
Thiagarajar College of Preceptors
Teppakulam, Madurai-625 00-
Tamilnadu

<< Stamp paper/ duty stamps of requisite amount to be attached and is to be construed as an integral part of this Agreement>>

ESESPL SERVICE AGREEMENT

Opportunity Code=

This Content Service Agreement ("Agreement") is made at Teppakulam, Madurai, Tamil Nadu, Pin Code:-625009, on this 12 day of March, 2021 by and between: **Ebix Smartclass Educational Services Private Limited**, a company incorporated under the Companies Act, 2013, and having its registered office at B – 59 A, Sector 60, Noida, Uttar Pradesh 201307 INDIA (hereinafter referred to as the "the Company" which expression shall, unless repugnant to the meaning or context thereof be deemed to include its successors and permitted assigns) of the First Part, represented by **Ram Prabhu Son of Shri. Sadasivam, 40 Years old**, resident of **TF 5 B Block, P L A Royal Arcade, 10thCross, Thillai Nagar, Trichy-620018, Tamilnadu** on behalf of party of the first part; and

Thiagarajar College Of Preceptors, situated at **Teppakulam, Madurai, Tamil Nadu, Pin Code:-625009** being run by, **Manickavasagam Charitable Foundation Trust** a Trust / Society registered under society Act (hereinafter referred to as the "School" which expression shall, unless repugnant to the meaning or context thereof be deemed to include its successors and permitted assigns) of the Second Part, represented by **Mr. Dr. S. Prakash, Son / Daughter of Mr. Srinivasan, 48 years old**, resident of **Madurai**, on behalf of party of the second part, duly authorized by the Trust and management of the School as per authorization letter attached herewith.

(The Company and the School shall hereinafter collectively be referred to as the "Parties" and individually as "Party".)

WHEREAS

- A. The Company is engaged inter-alia in the business of education services.
- B. The School has approached the Company to provide **Smart Class Content** to cater 2 no. of classrooms/ lab on the terms and conditions of this Agreement.
- C. The Parties are now desirous of recording their understanding and have accordingly agreed to enter into and execute this Agreement.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement and other consideration, the receipt, sufficiency and adequacy of which is hereby



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Principal
Thiagarajar College of Preceptors
Teppakulam, Madurai-625 009
Tamilnadu

acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions:

- 1.1.1. **"Agreement"** shall mean this Service Agreement.
- 1.1.2. **"Annexure"** shall mean annexure attached to this Agreement.
- 1.1.3. **"Clause"** shall mean a Clause of this Agreement.
- 1.1.4. **"Commencement Date"** shall have meaning ascribed to it under Clause 3.1 of this Agreement.
- 1.1.5. **"Confidential Information"** shall mean any data or information including but not limited to drawings and product design that is proprietary to the Company and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed to the School pursuant to this Agreement.
- 1.1.6. **"Content"** shall mean the sourced/ invented/ compiled Content of digital school curriculum including animations, graphics, video, pictures, audio etc. provided to the School by the Company. While the Company's endeavor shall be to provide digital content repository for substantial portion of the school syllabus, it is explicitly understood between the Parties that there sources will not cover every topic in every subject for each class.
- 1.1.7. **"Fee"** shall have meaning ascribed to it under Clause 4.1 of this Agreement.
- 1.1.8. **"Force Majeure Event"** shall have meaning ascribed to it under Clause 11.1 of this Agreement.
- 1.1.9. **"Intellectual Property Rights"** includes any trademark, brand name, copyright or patent, whether registered or unregistered, which the Company holds with respect to the Content.
- 1.1.10. **"Intellectual Property"** shall mean all the forms of intellectual property and all analogous rights subsisting under the laws of any jurisdictions including any product or process of the human intellect whether register able as patents, trademarks, service marks, logos, copyrights, designs or otherwise such as an



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invention, expression or literary creation, unique name, trade secret, business method, database, computer program, source code, process, any documents and presentation in any tangible media, including but not limited to the marketing material, that is owned by the Company;

1.1.11. "Notice Period" shall have the meaning ascribed to it under Clause 3.3 of this Agreement.

1.1.12. "Term" shall have meaning ascribed to it under Clause 3.1 of this Agreement.

1.2. Interpretation

In this Agreement, unless the context otherwise specifies:

- 1.2.1. headings to Clauses are inserted for convenience of reference only and shall have no effect on the construction and interpretation of the provision thereof;
- 1.2.2. the words 'include', 'includes', 'including' and 'such as' are to be construed as if they were immediately followed by the words 'without limitation';
- 1.2.3. reference to one gender shall include a reference to all genders;
- 1.2.4. reference to the singular includes reference to the plural and vice versa;
- 1.2.5. reference to an Clause, Annexure or Party is a reference to a Clause of or annexure or Party to this Agreement;
- 1.2.6. reference to a statutory provision is a reference to that provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision;
- 1.2.7. reference to a document is a reference to that document as from time to time supplemented or varied;
- 1.2.8. If any provision of this Agreement shall be susceptible to two interpretations, one of which would render the provision invalid and the other of which would cause the provision to be valid, such provision shall be deemed to be have meaning which would cause it be valid
- 1.2.9. reference to writing includes fax, e-mail and similar means of communication;
- 1.2.10. any reference to a person includes natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal



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persons of whatever kind and however constituted;

1.2.11. obligations undertaken by more than a single person are joint and several obligations;

1.2.12. any word or phrase defined in this Agreement shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context; and

1.2.13. a number of days shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a day that is not a normal working day, in which case the last day shall be the next succeeding day that is a normal working day; and

1.2.14. The Annexure and recitals form part of this Agreement and any reference to this Agreement includes the Annexures and recitals.

2. **CONTENT.** The Parties hereby agree that the Company shall provide the digital Content to the School to ensure provision of quality education to the students in accordance with the terms and conditions of this Agreement ("**Services**").

3. TERM, TERMINATION AND RENEWAL

3.1. **Term.** The duration of this Agreement shall be for a period of 48 months ("**Term**"), commencing from 01 April 2021 ("**Commencement Date**"), unless mutually extended by the Parties in writing.

3.2. **Expiry.** The Agreement between the Parties shall stand expired at the end of Term or if earlier terminated by the Parties in accordance with this Agreement.

3.3. **Notice Period.** School shall have the right to terminate this Agreement by giving a written notice of 3 (Three) months to other Party ("**Notice Period**") after the completion of first year. It is agreed that both Parties shall continue to perform their obligations as set out under this Agreement during the Notice Period.

3.4. **Termination by School.** The School acknowledges and agrees that the Company has invested considerable money, time and effort in developing the program for the purposes of this Agreement.

. In the event the School terminates this agreement anytime during the Term in accordance with this Agreement, the School shall pay a termination fee for an amount equivalent to 12



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months or for the remaining period of the Term, which ever is less ("Termination Fees"), along with the pending outstanding payments (if any) due from School to the Company.

It is agreed that both Parties shall continue to perform their obligations as set-out under this Renewal Agreement during the Notice Period.

3.5. Termination by the Company.

3.5.1. The Company shall be entitled to terminate this Agreement after the completion of 12 months from the Commencement date in accordance with Clause 3.3 above.

Notwithstanding anything to the contrary, it is agreed that in the event of non-payment of Fee by the School for a period of 30 (Thirty) days from the date it become due, the Company shall have the right to terminate this Agreement without any notice and shut down the server containing the Content or remove the Content as the Company may deem fit.

It is expressly agreed that the School shall be liable to pay the entire Fees due within a period not exceeding 30 (Thirty) days from the date the Company notifies the School of such termination. In the event the amount due is not payable within the period of 30 (Thirty) days, the Company shall have the right to initiate recovery proceedings against the School in accordance with this Agreement. In such a case of termination by the Company, the School shall also be liable to pay an amount equal to the Termination Fees as mentioned in Clause 3.4.

3.6. **Consequences of Termination.** The Company shall remove the Content at the expiry or earlier termination of this Agreement.

3.7. **Renewal.** This Agreement can be renewed by written consent of both the Parties on mutually agreeable terms after the expiration of this Agreement. Upon expiry of the Agreement the Parties shall execute a new agreement.

4. FEE AND THE TERMS OF PAYMENT

4.1. **Fee.** In consideration of the Services provided by the Company to the School in accordance with this Agreement, the School shall make payment to the Company of an amount of Rs. **187200.00** per (quarterly/half yearly/annually/one time), in advance within a period not exceeding 10 (Ten) days of the Company raising invoice to the School to this effect ("Fee"). The school shall issue ECS or Post Dated Cheques for the entire contract duration at the time of signing the agreement. The details of the Fee schedule have been laid out in **Annexure A** attached hereto.

4.2. **Delay in Fee.** In case of any delay in payment of the Fee provided the Payment Schedule, the Company shall levy an interest at the rate of 18 % per annum for the period of delay on the outstanding amount.

4.3. **Taxes.** The amounts towards fees and considerations mentioned herein are exclusive of all



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taxes statutory levies, government fee including GST as applicable from time to time and the School shall be liable to pay/reimburse the taxes including GST as may be required to be levied upon the Services under this Contact. Further, any increase and/ or addition in the statutory levies and/or taxes introduced y the government in future shall be borne by the School. This includes, but not limited to, GST.

- 4.4 **PAN/TAN Details:** School is required to furnish PAN/TAN no. at the time of signing the agreement; in case the school is unable to do so then it shall not deduct any TDS for any payment made to the Company. Any current or future tax liability arising out of such action shall be wholly to the account of the school.
- 4.5 **No Cash Policy.** It is expressly agreed and understood by the School that the Company does not accept cash payments, any payment made in cash shall not be considered by the Company for the purposes of this Agreement.
- 4.6 **Billing.** It is agreed by the Parties that billing shall start from 7 (seven) days from the date of delivery of the Content repository by the Company.
- 4.7 **Termination for non-payment.** It is hereby agreed that the Company shall have the right to terminate this agreement on non-payment of Fee under this agreement.

5. OBLIGATIONS OF THE PARTIES

- 5.1. **Availability of the Content.** The Company shall make available Content to provide the quality education. For ensuring optimum use of the Content, the same shall be downloaded/ uploaded on the server at the School. Notwithstanding anything contained in this Agreement, the Content shall remain under the control and custody of the Company throughout the Term of the Agreement or any licensing of Content thereof. The School understands that the title, ownership and risk of the entire Content, at all times, shall belong to the Company and that the School shall have no control, custody, possession in any manner whatsoever on the same.
- 5.2. **Training.** It is hereby agreed that the Company shall initially train the teachers of the School, without any charge on the School, to enable them to impart education. However, any training provided by the Company later on at the insistence of the School shall be charged at Rs. 3,000/- (Rupees Three Thousand Only) + Taxes per day for a batch of maximum 40 teachers.
- 5.3. **Nominee Teacher.** The School shall nominate a member of its staff who shall help in co-ordinating the activities between the School and the Company.




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6. COVENANTS OF THE SCHOOL. The School shall (if required by the Company):

- 6.1 Earmark and intimate the Company details and number of classrooms wherein education using the Content shall be provided by the Company at the time of signing this Agreement; Provide the internet facility as may be required by the Company;
- 6.2 Collaborate with the Company to enable it to train the teachers and provide for any other support required by the Company to impart education in the School;
- 6.3 Nominate a member of its staff who shall help in co-coordinating the activities between the School and the Company;
- 6.4 Promptly inform the Company in case there is any change in the School's constitution. For the purpose of this sub-Clause the expression 'change in constitution' shall include:

6.1.1. any change in the proprietor of the School; and

6.1.2. any change in control or management or directorship or ownership of the School.

Notwithstanding anything to the contrary, it is agreed that the Company shall have the power to terminate this Agreement upon change taking place as per Clause 6.5 of this Agreement, for such termination a notice of 7 (Seven) days shall be provided by the Company to the School

- 6.5 Not display the logo or banners of any other Person / entity that is a competitor of the Company at the School Premises / near the School Premises (to the extent the School has rights over such area) without the prior intimation to the Company, during the subsistence of this Agreement;
- 6.6 Not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Company; and
- 6.7 Keep the Company indemnified saved and harmless at all times against any breach of the provisions of this Clause 6.

7 REPRESENTATIONS AND WARRANTIES. The School hereby represents and warrants that:

- 7.1 It has the power and authority to negotiate, execute, deliver and perform its obligations under this Agreement;
- 7.2 The provision of the Services as contemplated herein shall not result in the infringement of any third Party rights including Intellectual Property Rights; and



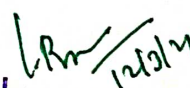
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- 7.3 This Agreement constitute the legal, valid and binding obligations of the School, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally.

8 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 8.1 **Intellectual Property Rights.** All Intellectual Property of the Company shall remain the property of the Company and nothing in this Agreement shall be deemed to be an assignment, license or grant of the Intellectual Property Rights to the School.
- 8.2 **Use.** As between the Parties, rights to Intellectual Property/ Confidential Information shall belong to the Company. The Company grants the School the right to use its Intellectual Property/ Confidential Information only for purposes expressly permitted in this Agreement. The School shall use the Intellectual Property only to perform its obligations as envisaged under this Agreement.
- 8.3 **Restrictions on Use.** The School (i) must not reproduce or copy the Company's Intellectual Property/ Confidential Information in whole or in part, as authorized in this Agreement or in writing by the Company; (ii) must return or destroy the Intellectual Property/ Confidential Information (including any full and partial copies) when no longer needed or when requested to do so by the Company or at termination or expiration of this Agreement; (iii) must use the same care it uses to protect its own Intellectual Property/ Confidential Information of like importance, but not less than reasonable care; (iv) may only disclose Confidential Information to those employees and independent contractors who have a need to know and use the Confidential Information for the permitted purposes, provided that the independent contractors have agreed in writing to maintain the confidentiality of the information and are not employees of any competitor of the Company. The School must provide the Company, at its request, with a copy of such writing.
- 8.4 **Exclusions from Confidential Information.** The foregoing restrictions and obligations shall not apply to Confidential Information that the School can demonstrate: (a) was independently developed by or for the School without use of or reliance on the Company's Confidential Information; (b) is or has become publicly known through no fault or act of the School; (c) was in the School's possession or was known by the School at the time of disclosure; (d) was received without restriction from another Party having the right to disclose it without restriction, or (e) is required to be disclosed by law, provided, however, the School shall promptly inform the Company prior to disclosure and cooperate with the Company's reasonable efforts to resist or narrow the disclosure and obtain an injunctive order or other reliable assurance that confidential treatment shall be accorded the Company's Confidential Information.




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9 INDEMNITY

The School shall be liable to indemnify the Company and all of its respective directors, trustees, officers, employees and agents from and against any and all fines, fees, penalties, deficiencies, obligations, debts, demands, charges, judgments, awards, amounts paid in settlement, diminution in value, losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys fees and disbursements) suffered or incurred by the Company (i) as a result of a breach at the School's end of any of the provisions of this Agreement; (ii) as a result of any proceeding against the Company, brought by any third party arising out of or in connection with this Agreement; and/or (iii) the breach of any Applicable Law, rule or regulation or any order of any Court or authority by the School.

10 APPLICABLE LAW AND ARBITRATION

- 10.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of India.
- 10.2 The Parties shall use their best endeavor to settle amicably amongst themselves any and all disputes arising out of or in connection with this Agreement or the interpretation thereof. Any dispute shall be settled by sole arbitrator appointed by the Company in accordance with the Arbitration and Conciliation Act, 1996. The venue for arbitration shall be New Delhi and the language shall be English.
- 10.3 The costs of the arbitration proceedings shall be borne equally by the Parties. However each Party shall bear its own expenses in prosecuting or defending its claim. In the event of claim by a Party being frivolous, substantially or without merit such Party shall reimburse the cost of the other Party.
- 10.4 In the event of a dispute between the Parties, each Party shall continue the performance of its obligations under this Agreement and shall avoid any action that might hinder the proper performance of any Party's obligations.

11 MISCELLANEOUS

- 11.1 **Force Majeure.** Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which results from circumstances beyond the reasonable control of that Party such as acts of god, fire, earthquake, tempest, flood, lightning, violence of any army or mob or enemies of the country ("**Force Majeure Event**"). If Force Majeure event continues for a period of more than 2 (Two) months, either Party may terminate this Agreement by giving written notice to the other Party.



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11.2 **Relationship.** Either Party is an independent contractor and is not the legal representative or agent of the other Party for any purpose and shall have no right or authority (except as expressly provided in this Agreement) to create, or attempt to assume or create, any obligation on behalf of or in the name of that Party. Nothing contained in this Agreement shall be deemed to create any partnership or joint venture relationship between the Parties.

11.3 **Notice.** Any notices or other communications required or permitted hereunder shall be deemed to have been duly given (a) within 1 (One) business day if delivered in person or by telefax, email or other similar electronic transmission means; or (b) within 4 (Four) business days if sent by registered or certified mail, return receipt requested, and addressed as follows:

For the Company		For School	
Attention:	Ram Prabhu S	Attention:	Dr. S. Prakash

11.4 **Previous Documents.** This Agreement supersedes any prior agreements, arrangements, correspondence, memorandum and undertakings between the Parties in relation to its subject matter.

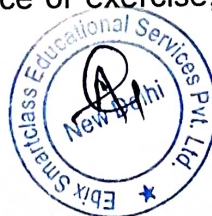
11.5 **Entire Agreement.** This Agreement together with Annexure(s) constitutes the entire Agreement between the Parties relating to the subject matter.

11.6 **Modifications and Amendments.** It is expressly agreed by the Parties here to that all further and/or writings that may be executed shall in no way be treated as a substitution of, or an amendment to these presents unless expressly so provided and mutually agreed upon in writing by both the Parties. It is further clarified that no communication (issued by the Company) amending the agreement in any way shall be valid unless it is accompanied with an authority letter signed by the Chairman or any authorised signatory in whose favour the Company has passed the board resolution, expressly authorizing such person to issue the said communication on behalf of the Company.

11.7 **Severability.** If any Part or provision of this Agreement shall be held unlawful, rendered void or unenforceable, that provision shall be severed and the remainder of this Agreement shall remain in effect.

11.8 **Jurisdiction.** Courts at New Delhi shall have exclusive jurisdiction to any matter in relation to this Agreement.

11.9 **Waiver.** The failure of any Party to enforce or exercise, at any time or for any period of time,



[Signature]
Dr. S. PRAKASH, M.Sc., M.Ed., M.Phil., Ph.D (Edg),
Principal
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any term of or any right arising pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that Party's right to later enforce or exercise it. The waiver by either Party of the breach of any provision of this Agreement shall not constitute a waiver of the breach of any other provision or of the subsequent breach of the same or any other provision.

11.10 **Assignment.** The School shall not have the right to assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the Company.

11.11 **Copies.** This Agreement shall be executed in 2 (Two) counterparts, each of which shall have the validity of an original. While the original Agreement duly stamped shall be retained by the Company, the School shall retain copy thereof duly signed by All the Parties.

11.12 **Survival.** Clauses 8, 10, 11.8 and 11.12 shall survive termination of this Agreement.

11.13 **Publicity.** Each Party shall subject to the prior written consent of the other Party, such consent not being unreasonably withheld, be entitled to publicize the execution of this Agreement after the Effective Date or undertake a press release setting forth that this Agreement has been entered into without disclosing the terms of this Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement in two originals on the Effective Day

For Ebix Smartclass Educational Services Private Ltd

Signature

Name **Ram Prabhu S**

Authorised Signature

Address

B – 59 A, Sector 60

Noida,

Uttar Pradesh-201307

Witness

Signature

Name

M Samuel

Designation:

Territory Manager

Address:

Madurai

For Thiagarajar College Of Preceptors

Signature

Name:

Dr. S. Prakash B.Sc., M.Ed., M.Phil., Ph.D.
Principal

Designation: **Principal**
Thiagarajar College of Preceptors
Teppakulam, Madurai-625 004

Address:

Teppakulam

Madurai

Witness

Signature

Name:

M. Ramakrishnan

Designation: **Administrative Officer**

Address:

Madurai