



Memorandum of Understanding



ZERTON

Engineering Services Pvt. Ltd

WV: zertones.in

e-r: r - zertones@gmail.com

+9: 1 90630303

Vishrantwadi, Pune -411 015

MoU for Software Development Agreement

THIS AGREEMENT ("MoU") is executed on 04-12-2019 at Pune between Zerton Engineering Services Pvt. Ltd. ("Company"), with its principal place of business located at "Shop no 256, Jai Ganesh Vishwa Complex, Vishrantwadi", Pune and MMIT, Lohegaon ("Client"), with its principal place of business located at PUNE and shall be effective as of 05-12-2019 (the "Effective Date").

WHEREAS, Company is engaged in the business of software development, designing and development of mobile applications for various educational institutions as per their requirements.

WHEREAS, Client wishes to utilize the services of Company in connection with the development of certain software identified as _Student Connect_ (the "Software").

NOW, THEREFORE, Company and Client agree as follows:

1. Scope of Services

Company will perform the services described in Exhibit A (the "Work"), in order to develop and implement the Software according to specifications and completion time set forth therein. Client will cooperate with Company's reasonable requests for information and data necessary for the completion of the Work. Any delay by Company in completion of Work within completion time due to a reason directly attributable to Client shall not be considered delay in completion and accordingly shall not amount to breach of this Agreement.

2. Term and Termination

Unless terminated as provided herein, this Agreement shall commence on the Effective Date. Once the software is developed and delivered as per Work in Exhibit A, the Company's role as software developer is extinguished. For the purpose of providing software updates, upgrades and regular maintenance services, the term of this shall be **2 years** from the effective date.

This Agreement may be terminated in the following situations:

- i. This Agreement may be terminated by the other Party if the Defaulting Party does not rectify the Default within the Cure Period; for the purpose of this Agreement, "Default" means and shall have said to have occurred, if, any Party:
 - a. Commits an act which is against the terms and conditions of this Agreement; or



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- b. Fails to comply with the duties or obligations or specifications as provided in this Agreement; obligation except in a situation of Force Majeure.

On the notice of any Default by either Party ("Defaulting Party"), the Other Party shall send a written notice to the Defaulting Party stating, in detail, the Default committed by the Defaulting Party and provide 30 days ("Cure Period") to the Defaulting Party to carry out all necessary activities to make good the Default.

If the Defaulting Party fails to carry out all such activities to make good the Default within the Cure Period, the Other Party shall have the right to terminate this Agreement

- ii. Either Party is in violation of any Applicable laws, except in the situation of Force Majeure;
- iii. Either Party is adjudicated as bankrupt, or goes into liquidation or is prohibited to perform their obligations;
- iv. By giving a written notice of at least 150 (One Hundred and Fifty) clear days to the other Party;

Any termination by a Party shall not affect any liabilities incurred by the other Party prior to the termination of this Agreement or for acts performed during the pendency of this Agreement which may result in a dispute post termination of this Agreement.

In case of termination of this Agreement by Client, the Client shall be liable to pay an amount equivalent to Work completed by the Company

3. Price and Payment Terms

Student Connect Software-as-a-Service (SaaS) solution shall be based on freemium model. Company will give the SaaS & software for free for a period of 1 years from the execution date this agreement, post which the Company shall charge an annual fee of some amount (approx. Rs. 25 i.e negotiable) per account per month to the Client for use and maintenance of the Software only if client wants to proceed with use of company services. The new agreement will be signed by both parties.

4. Commercial terms

- A. Client agrees that, Company may publish, display or exhibit advertisement, commercials or any other media, whether it's own or of a Third Party, on the Software during the term of this Agreement. Right on any revenue earned by the Company due to such publication, display or exhibition shall be that of the Company only. The Client further agrees and has no objection if such advertisement, commercial or media occupies space on the mobile screen.



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- B. Client agrees that, the Company may provide assistance in procuring sponsorship from national companies for Client's events. The Company shall charge 30% of the sponsorship amount as its commission for providing assistance.
- C. Company is responsible for development of Software only and no hardware/ machines/ server/ routers etc. will be provided, unless specifically requested by Client, in which case, the Client shall bear additional procurement and installation costs along with hardware costs.

5. Data Storage, Retention, Transfer and Security

- A. The Client agrees that the Data ("Data" shall have same meaning as assigned to it under Section 2(1)(o) of Information Technology Act, 2000) along with Personal Information ("Personal Information" (PI) shall mean Name, address, email ID, phone number of the students; User ID of the students; Geo-location of the students; Photo of the students;) shall be stored by the Client on its servers. The Client further agrees that it is obliged to maintain adequate security to ensure that the data is stored in a reasonably encrypted, secured form and only authorized persons are allowed to access the data. The client further agrees that it is obliged to avoid unauthorized access, loss, misuse, disclosure, alteration, and destruction of Data and Personal Information.
The Client agrees that it shall not share, sell, trade or rent your Personal Information to Third Parties for unknown reasons. The Client further agrees that it shall retain complete anonymity in all analytics of the Data and Personal Information

6. Ownership of Intellectual Property

To the extent that Company has received clause 4A of compensation as provided in this Agreement, Company hereby assigns to Client all rights, title, and interest in any intellectual property created or developed by Company for the Software developed as per requirement given by the Client under this Agreement. Client agrees that the Company shall be permitted to use the Data and Personal Information as per Privacy Policies and Terms of Use present on the Software Mobile Application

7. Confidential Information

All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Company and will not be disclosed or used by Company except to the extent that such disclosure (exclude clause 4A) or use is reasonably necessary to the performance of Company's Work. All information relating to Company that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

8. Abidance by Privacy Policy and Terms of Use

At the time of release of the Software/Mobile Application, the Company shall publish Privacy Policy and Terms of Use of the Software/Mobile Application. The Client agrees that it shall be bound by the said Privacy Policies and Terms of Use. In case of conflict between any clause of this agreement and that of Privacy Policy and Terms of Use, the provision of this Agreement shall prevail till release/launch of the Software/Mobile Application and post that, the provisions of Privacy Policy and Terms of Use shall prevail. However, for any matter pertaining to or having relatively high relevance with pre-launch period, clauses of this Agreement shall prevail, unless in a situation where the Agreement is silent but Privacy Policy and Terms of Use contain relevant clauses.

9. Warranty and Disclaimer

Company warrants the Development Work will be performed in a workmanlike manner and in conformity with generally prevailing industry standards. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

10. Limitation of Liability

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, PROFITS, DATA OR ANY OTHER LOSS) INCURRED OR SUFFERED BY THE OTHER ARISING AS A RESULT OF OR RELATED TO THE PERFORMANCE OF COMPANY'S WORK, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

11. Relation of Parties

The performance by Company of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this agreement will create or imply an agency or partnership relationship between Company and Client.

12. Dispute Resolution

Except as described in Clause 2, if any dispute arises under the terms of this Agreement, the parties agree to select a mutually agreeable neutral third party to help them mediate it. Only, if the mediation is unsuccessful, the parties agree that the dispute shall be decided by binding arbitration under the rules issued by the Indian laws. The decision of the arbitrator shall be final. The language of arbitration shall be English and the arbitration proceedings will be held at Pune.



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13. Miscellaneous

Subject to clause titled 'Dispute Resolution' of the Agreement, this Agreement shall be construed pursuant to the laws of the Indian Government, excluding any choice of law rules. This Agreement may not be modified or amended except by written notice, which is signed by authorized representatives of each of the parties. A party's failure to exercise, or delay in exercising any rights hereunder will not be deemed to be a waiver of such right. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of this Agreement will not be impaired thereby.

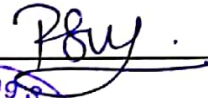
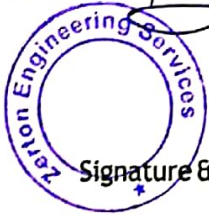
IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

Company:

Zerton Engineering Services Pvt. Ltd.

Business name

By: _____



Signature & Stamp

Name: Pavan Wakade

Title: Business Development Executive

Telephone: +91-9890349326



E-mail address: zertones@gmail.com

CLIENT:

MMIT College, Lohegaon, Pune

Business name

By: _____



Signature & Stamp

Name: Dr. Rupesh V Bhortake

Title: Principal

Telephone: +91-7447786623

E-mail address: principal@mmiit.edu.in



Exhibit A

StudentConnectFeatures

Version 1

A. Potential Public (View Rights, without login, Android Mobile App)

1. About COLLEGE
2. Courses, Fee Structure
3. Affiliations / Accreditation
4. Awards and Achievements
5. Life on Campus (Photo Gallery)
6. News & Events (Video Gallery)
7. Results / Performance
8. Placements / MOU
9. Admission Stats / Enquiry
10. Contact Us/ Department wise

B. Student Login (View Rights, with login, Android Mobile App)

College Notices, Departmental Notices, Time Table, (.jpg/PDF)

Academic/TPO/Library Calendar, (PDF) All Event Details.

Exam Dates/ Schedule

C. Staff Login (Administrative Rights, with login, WebApp)

Departmental Notices

Create Groups (For subjects, Activities)

Post Notices to students, (Text & .jpg/PDF/PPT) Notices from HOD and

Higher Authorities



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Version 2

Student Profile (in Detail for Resume/CV) for Placement

Teachers Profile (in Detail)

Group communication of class with respect to particular subject.

Organizer profile for National/College events such as ROBOCON, BAJA etc. (i.e. Student President & other members)

Version 3

Apply for Bonafide / LC

Semester feedback on Mobile App

GFM Profile for 20 students of 1 Professor

Parents Login (View Rights, with login, Android Mobile App)

Event Notices, Departmental Notices,
GFM Professor Profile

TPO Model

- Track Students Performance for all years
 - Placement Process automated
 - See track record of individual student
 - Get Company HR Feedback for your students, Improve according to inputs
- Report Generation according to NAAC & NBA Criteria



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Pre-requisites from Client side

1. Institute HD Logo
2. Institute Information
 - a. About Us
 - b. Offered Courses, College Code
 - c. Fee structure
 - d. Awards, Accreditation
 - e. Achievements
 - f. College Features (Photo/Video Gallery)
 - g. Results / Performance
 - h. Placements / MoU's
 - i. Admission Stats
 - j. Any other necessary information
 - k. Academic/TPO/Library/Exam/Event Calendar
3. All Dept wise
 - a. Time Table
 - b. Syllabus (Subjects, Subject Codes, Teacher Assigned)
 - c. Academic Calendar
 - d. Exam Calendar
 - e. FE, SE & TE (Classes & Subdivisions & Practical Batches info.)
4. College Server Space allotted to company & access details for the same from college, for uploading software backup data & maintaining & providing support for future updating remotely. (50GB space & 32 GB RAM & Linux base OS)
5. Staff Details (To be uploaded directly on WEBAPP)
 - a. Personal (First name, Middlename, Surname, DOB, Contact no., Email ID, Gender)
 - b. Professional (Staff type, Designation, Department, TeacherID, Subject Assigned)
6. Student Details (to be uploaded directly on WEBAPP)
 - a. Personal Details (First name, Middlename, Surname, DOB, Contact no., Email, Gender, Address)
 - b. Professional (Branch, Year, Reg. no., Roll no., PRN no., Division, Batch)
 - c. Parent Details (Name, Contact no., Email, Mother/Father)
7. One IT Support technical assistant & One Supporting staff for information gathering.