

COLLES SOFTWARE DEVELOPMENT AGREEMENT

This Colles (“Software”) Software Development Agreement (this “Agreement”) is entered into as of **May 12, 2022** (“Effective Date”) by and between **Hereus** (“Developer”), having a principal place of business at Zarkawt McDonald Hills, Aizawl, 796007 and **Govt. Johnson College** (“Client”), having a principal place of business at Khatla, Aizawl, 796001. Developer and Client are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

WHEREAS, Software is the product of this project the Developer will deliver to Client.

WHEREAS, the Developer is engaged in the business of computer application development and possesses certain technical expertise in designing, developing, and testing software and related materials used in web and mobile applications; and cloud service-based.

WHEREAS, Client wishes to engage Developer to deliver certain unique and proprietary software developed and/or customized specifically for Client (the “Software”) and Developer is willing to accept the engagement to develop such Software on the terms and subject to the conditions set forth in this Agreement. The client must follow the subscription plan and specifications of the Software from the attached pricing document.

NOW, THEREFORE, in consideration of the mutual promises and agreement set forth herein and intending to be legally bound, the Parties hereto agree as follows:

1. ENGAGEMENT OF DEVELOPER

1.1 Scope of Engagement: Subject to the terms and conditions of this Agreement, the Client hereby retains the services of the Developer to design, develop, and implement the Software in accordance with the specifications, requirements, and deliverables (“Specifications”). The developer may use employees and/or contractors capable of designing, implementing, and operating the Software. The client will cooperate with the Developer’s reasonable requests for information necessary to accomplish the tasks and objectives for completion of the Work.

1.2 Developer’s Duties and Responsibilities: Developer and Client will jointly define the Specification and Developer will: (a) Perform the Work in accordance with the Specification and Plan; (b) use reasonable efforts to deliver the Software to Client as soon as commercially practicable in accordance with the Specification, and (c) assign a project operator who is responsible for managing data for the software. The developer shall be responsible for delivering and performing

only those professional services.

1.3 Changes to Scope: In the event Client wishes to make any modifications or implement new changes to the Software, the Client must provide a detailed proposal to the Developer in writing specifying the desired changes (“Change Request”). The developer will attempt it best to undertake the client’s wishes in making any new modifications or changes within the software by following the specifications of the subscription. Changes requested from the Client should not exceed the specifications or features of their subscription plan unless the Developers are willing to commit to the requested tasks.

1.4 Support and Maintenance: Any support and maintenance services, updates, versions, or new releases shall be provided by the Developer to the Client during the subscription period only. Maintenance and support rights or obligations for any third-party products or equipment that are used in the Software and are available through the respective vendors or manufacturers of such content and equipment shall be assigned by the Developer to the Client. The developer shall not use any intellectual property of any third party in the Software without the Client’s written consent.

1.5 Marketing: Client grants Developer the right to use Project name, Client’s name, service marks, and a description of its services in Developer’s marketing materials or other written promotional campaigns. Either Party may elect to issue a press release related to this Agreement with prior approval from the other Party, for which approval shall not be unreasonably withheld.

1.6 Independent Contractor: The developer is not an employee of the Client. Developer shall not be eligible for any benefits given by Client to its employees. The Parties are and remain independent contractors. At its own expense, the Developer may use employees or subcontractors to develop and operate the Software or otherwise complete the Work. Nothing in this Agreement will be deemed to create any agency, partnership, or joint venture between the Parties. Neither Party has the authority to bind the other or incur any liability or otherwise act on behalf of the other Party.

1.7 Resell: This Software is based on a subscription system (renting system) which means the Developer has the right to resell this product to another party with a different user interface and design. Similar priority will be applied to each Party

2. CLIENT RESPONSIBILITIES

2.1 Assigned Tasks: The client agrees to perform all of the tasks assigned to the Client as set forth in this Agreement and to provide all assistance and cooperation to the Developer in order to complete the timely and efficiently the Work and execute all Change Requests. The client shall be responsible for making, at its own expense, any changes or additions to the Client’s current systems,

software, and hardware that may be required to support the operation of the Software. The developer must commit all the changes required from the Client's wishes and the Client must not commit these changes without the Developer's knowledge.

2.2 Acceptance Testing: The client shall make available such personnel as necessary for testing the Software and training users of the Software and prepare complete acceptance test data for testing the Software.

2.3 Lawful Purpose: The client will only use the Software for lawful purposes

3. IMPLEMENTATION/TRAIL PERIOD

3.1 Implementation period will be given to the client for a maximum period of 3 months. The client does not need to use the entire 3 months for the implementation process. After the implementation process is done, the Client must apply for a regular subscription plan starting from the new session/semester.

3.2 During this implementation, the Client is given time for training, data entry, and testing of the demo software. The developer must complete all the development processes of the software within this period.

3.3 Client has to pay for the server cost (monthly) specified by the developers during the implementation period. The developer must provide detailed information and bills to the Client when the server needs to be upgraded, the Client must pay the additional charges to the Developer and the Developer will commit to the process of upgrading the server and payment.

3.4 Development and implementation will be starting from the next day after the agreement is signed between the two parties.

4. COMPENSATION AND PAYMENT

4.1 Subscription Fee Payment: A subscription fee has to be collected from the Client to the Developer for every start of a session or semester.

4.2 Overdue Payment: The developer's invoices for the subscription fee shall be due and payable in full immediately upon receipt by the Client. All such fees shall be fully earned when due and non-refundable when paid. For invoices not paid within thirty (30) days from the invoice, the Developer may suspend all Work on Four (4) days written notice until the amounts outstanding are paid in full.

Time is of the essence for all payments under this Agreement, and in the event, any payment due to Developer is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

4.3 Payment Method: The developer's invoices for the subscription fee shall be paid by the Client using the Cheque system or bank online transfer system.

5. TERM AND TERMINATION

5.1 Term: This Agreement is effective as of the Effective Date and will continue in full force and effect until the client failed to pay the subscription fee to the Developer within Thirty (30) days from the invoice.

5.2 Termination: Each Party may terminate this Agreement upon a material breach by the other Party of one or more of the terms and conditions of this Agreement, provided that the breaching party is notified in writing of the material breach and such breach is not cured within fifteen (15) days after receipt of such written notice. The client's termination of this Agreement will not relieve the Client of its obligations to pay for any Work performed. If Developer terminates this Agreement due to Client's default: (a) Client shall, within Fifteen (15) days of such termination, deliver to Developer all copies and portions of the Software and related materials and documentation in its possession furnished by Developer under this Agreement; and (b) all amounts payable or accrued to Developer under this Agreement shall become immediately due and payable. Termination for breach will not alter or affect the terminating Party's right to exercise any other remedy for breach. The client may terminate this Agreement while the Implementation/Trial period without cause upon Fifteen (15) days advance written notice. In the event of termination without cause, the Client agrees to pay compensation for the cause of damage to the Developer for all Work performed up to the date of termination.

5.3 Cause of damage: The compensation amount for the cause of damage will be Rs. 50,000.

5.4 Developer Termination: This product is based on a subscription system; the Developer will provide this project including services and maintenance throughout the lifetime as long as the Client is willing to subscribe to the product.

5.3.(a) :- The damage will be cover in the event that the client directly access the server causing damage in such a way that it prevents it's proper functioning of the system.

6. CONFIDENTIALITY

6.1 Client's 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 Developer and will not be disclosed or used by Developer except to the extent that such disclosure or use is reasonably necessary to the performance of the Work.

6.2 Developer's Confidential Information: All information relating to Developer 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.

6.3 Survival: These obligations of confidentiality will extend for a period of One (1) years after the termination of this Agreement, but will not apply with respect to information that is independently developed by the Parties, and lawfully becomes a part of the public domain, or of which the Parties gain knowledge or possession free of any confidentiality obligation.

7. INTELLECTUAL PROPERTY RIGHTS

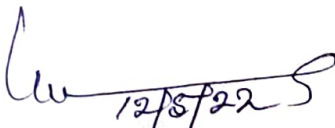
7.1 What is Software as a Service? Software as a service (SaaS) is a software distribution model in which a cloud provider hosts applications and makes them available to end-users over the internet. In this model, an independent software vendor (ISV) may contract a third-party cloud provider to host the application. Or, with larger companies, such as Amazon Web Service


7.2 Software as a Service (SaaS): The developer agrees that the development of the Software is "software as a service" (including Developer Tools) within the meaning of the Copyright Act of 1957, as amended from time to time, and that the Software shall be the sole property of Developer. "Developer Tools" means the materials, information, trade secrets, generic programming codes and segments, algorithms, methodologies, processes, tools, data, documents, notes, programming techniques, reusable objects, routines, formulae, and templates that: (a) are developed prior to the Software and utilized by Developer in connection with the Software; (b) are designed to perform generalized functions not specific to the particular requirements of Client or the Software; (c) do not contain any of Client's Confidential Information or other information or items provided by Client; and (d) cannot reasonably be expected to provide Client an advantage over its competitors.

8. MAINTENANCE SERVICES

8.1 Technical Support: Technical Support is available 16 hours a day via the phone call (personnel) and support system inside the COLLES software. The personnel can be reached via the Colles website under the Support heading. Because some issues may take some time to understand or debug, COLLES cannot guarantee resolution within any specific period of time. However, COLLES policy is to provide at least some response to all technical support inquiries within 1 business day. Technical Support covers:

- Assistance with implementation of COLLES Software and Data Entry.
- Answering a reasonable number of questions regarding the basic operation of COLLES Software, but not in any way providing what would be considered training
- Diagnosing problems where COLLES Software does not work as intended, and suggesting workarounds or methods of correcting such problems
- Regarding upgrade process of the server when necessary


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