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SI.No: 10345. Date: 27/12/2019. RS 100/-

Sold to: Dr. N. B. R. Prasad, S/o (late) Veera Raghavaiah.

For Whom: Anil Neerukonda Educational Society, Sangivalasa.

CH 717778

Smt. B. ARUNA KUMARI
LICENCED STAMP VENDOR

No. 03-07-003/2015 P. 03-02-001/2018
D.No. 15-10-11 V. Colony,

Bheemunipatnam,
Visakhapatnam Dist., Cell-8520073744

Service Contract

THIS AGREEMENT is made on the 27th December -2019 between:

ANIL NEERUKONDA EDUCATIONAL SOCIETY, Regd No: 2314/2000,

Under the Societies Registration Act, 1860 having its principal office at 2nd Floor, PG Block, Sangivalasa, Visakhapatnam- 531162. Herein after referred to as "**Service Receiver**" which expressions shall unless repugnant to the context include its successors and assigns, of the **FIRST PART**; and

Crystal HR and Security Solutions (P) Limited, a company incorporated under the companies Act, 1956, having its registered office at Sowbarnika Complex, 43, Thirumalai Road, T.Nagar Chennai - 600 017, hereinafter referred to as the "**Service Provider**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors- in- title and permitted assigns), of the **SECOND PART**;



This agreement supersedes all the proposals / documents shared between Crystal HR & Security Solution Pvt. Ltd and ANIL NEERUKONDA EDUCATIONAL SOCIETY.

Whereas,

The Service Receiver would utilize the Software developed and Hosted by the Service Provider named "Crystal HR" covering the areas / Modules listed below:

1. Core HR
2. Recruitment - On-Boarding
3. Attendance Management
4. Payroll Management
5. Employee Information Portal
6. Online Leave Management System
7. HR Analytics
8. Travel Management
9. Helpdesk Management
10. Task Management
11. Org Chart
12. Training & Development
13. Learning & Development
14. Performance Appraisal
15. Expense Management
16. Exit Management



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17. Canteen Management

18. Mobile Application (Including field punch)

NOW IT IS HEREBY AGREED as follows: -

1. SCOPE OF SERVICES PROVIDED BY THE SERVICE PROVIDER

1. Crystal HR shall host the Software under cloud platform with Adequate Back Up and ensuring uninterrupted access to the Service Receiver.
2. The above-mentioned modules shall be installed as it is, within a maximum period of 45 days from the date of signing of the agreement, receipt of advance and subject to the receipt of data in the prescribed format.
3. Crystal HR shall implement the software; provide Online training to the core users of the application at the corporate office who in turn would conduct the internal training to employees.
4. Any maintenance of the Hardware server will be communicated by the Service Provider well in advance and the duration and the timings shall be accepted by the Service Receiver.
5. Service provider guarantees 98% (Ninety Eight Percent) uninterrupted availability of Server.
6. Any upgrades to the Software would be communicated and if accepted by the Service Receiver, shall be updated in the cloud platform without additional cost to the Service Receiver.
7. Any changes in the Software necessitated due to changes in legal requirements would be completed so that adequate time is available for the Service Receiver to test and ensure compliance with the changed laws without any additional cost to the Service Receiver.



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2. CONSIDERATION

1. Service Provider will be paid by the Service Receiver **one time set up charges of Rs.150,000/- and Existing biometric integration free of cost** plus applicable taxes, which shall be paid as per the payment terms.

2. Payment Terms:

- Configuration setup :
 1. **75% on order ;**
 2. **25% after configuration sign-off.**

The term sign off means when all the modules are installed, implemented and training provided to the client. Any delay in going live for various reasons would not alter the meaning of sign off.

- This one-time cost is inclusive of initial configuration & training to the Users.

3. Service Provider will be paid by the Service Receiver monthly charges of **Rs. 50/-** per employee, per month plus applicable taxes.

4. 100% of monthly cloud charges would be applicable from **February– 2020.**

5. Cloud charges are independent of the modules going live.

6. The above mentioned cloud charges are for an employee count of **1300 Employees.**

7. In the event of increase in employee count additional employees would be charged proportionately, if any.

8. Invoice shall reach the client before the 3rd of every month and the payment shall be made within the 28th of every month.

9. The Client is solely responsible for the third party Software license/licenses that they ought to buy or update before, during or after the implementation.

10. The above pricing is fixed on the basis of understanding that the product would be delivered and implemented as it is without any customization.



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11. As part of our engagement with our cloud service provider, cloud services will be disconnected automatically if bills are not cleared within 25 days from the date of invoice.

3. CUSTOMIZATION

The Service Receiver will receive the product as it is, and any additional customization will be charged at the rate of Rs. 800/- per man hour. Timelines for delivery of customization will be arrived mutually after a detailed analysis of scope of work.

4. OBLIGATION OF CONFIDENTIALITY

1. **General Obligation:** In consideration of the disclosure and release of the Confidential Information by the Service Receiver or the Customers of Service Receiver to the Service Provider, the Service Provider hereby agrees to use and to ensure that it or its Representatives, use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential Information and comply with the terms of this Agreement. The Service Provider affirms that it shall at all times ensure that it will limit disclosures of confidential information of the Service Receiver to its 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 that such representatives of the Service Provider shall use the same only for that purposes which are authorized by this agreement, subject to standard confidentiality restrictions and that the obligation set forth herein shall continue following the termination of this agreement also.

2. **Purpose:** The Service provider undertakes that it and its Representatives shall make use of the confidential information of the



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Service Receiver solely for this Agreement or such other purposes from time to time agreed or consented to by the Service Receiver as evidenced in writing. The Confidential Information received by the Service Provider is subject to confidentiality obligations. Save as expressly provided hereunder, nothing in this Agreement shall be construed, implicitly or otherwise, as being the granting of a license to use the Confidential Information disclosed by the Service Receiver. All information and other materials disclosed, furnished, communicated or supplied by the Service Receiver to the Service Provider, including the Service Receiver's directors, officers, employees, affiliates, or its expressly authorized representatives or agents are strictly confidential and shall not be divulged by Service Provider to any third party during the term of this contract or subsequently without Service Receiver's prior written consent. 3) Nothing in this Agreement shall be construed as requiring the Service Receiver to disclose any Confidential Information to the Service Provider or its Representatives. It is within the absolute discretion of the Service Receiver to determine (in its sole opinion) whether Confidential Information is suitable or necessary to be so disclosed.

4. In the event that the Service Provider or any of its Representatives are obligated to disclose any Confidential Information as a result of a court order or pursuant to governmental action or other requirement of law, the Service Provider shall, immediately give a written notice to the Service Receiver prior to such disclosure so that the Service Receiver is given an opportunity to object to or make recommendations for such disclosure, which shall be binding on the Service Provider.

5. The Service Provider shall immediately inform the Service Receiver of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Service Provider having notice or knowledge of the same.



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6. All the reports and data generated by the Service Provider under this contract remains the property of the Service Receiver.

7. The Electronic mail account of the Service Receiver handed over to the Service Provider can be utilized only for the purpose of this contract and the Service Provider is obligated to have adequate controls over the use of the account which may in any way harm the reputation / image of the Service Receiver. The Account needs to be deactivated and handed over to the Service Receiver on the termination of this contract.

5. ASSIGNMENT

The Service Provider shall not have the right to assign this Agreement (or any part hereof) without the prior written consent of the Service Receiver. Any assignment without such consent shall be void and is a material breach of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties named herein and their respective successors and assigns.

6. TERMINATION OF CONTRACT

The Service Receiver has the right to terminate the contract with two months' notice period or with two months compensation in lieu of the notice period and on severance of the contract the Service Provider agrees to hand over all data including all reports and destroy any copies of the same.

The Service Provider has the right to terminate the contract with two months' notice period to ensure that the activity handled by the Service Provider can be transitioned to ensure business continuity and the Service Provider will be relieved of its responsibilities in this agreement only after such transition to the satisfaction of the Service Receiver as evidenced by a Relieving Letter.



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7. EFFECTIVE DATE OF AGREEMENT AND TERM

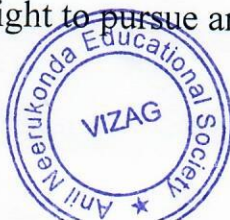
This Agreement shall be effective upon its execution by both Parties and shall remain in effect for a period of three years (3 years) with no increase apart from any new customization request. The scope, terms and the consideration will be mutually agreed after the end of three years (3 years). Notwithstanding the foregoing, the parties' duties to hold in confidence any or all Confidential Information that was disclosed during the term shall remain in effect indefinitely and the terms of the agreement will remain valid till such time the Service Provider provides the services in the agreement for consideration.

8. NOTICES

Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the complete facsimile or electronic mail is confirmed in writing by the recipient) to the address set out at the beginning of this Agreement.

9. WAIVER

Failure delay or neglect by the Service Receiver to enforce at any time any of the provisions hereof shall not be construed nor be deemed to be a waiver of the Service Receiver's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Service Receiver's rights to take subsequent action. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by a Party shall not constitute a waiver by such party of the right to pursue any other available remedies.



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10. SEVERABILITY

If any provision (or part thereof) of this Agreement is held to be a violation of any applicable law, the same shall be deemed to be deleted from this Agreement. The remainder of this Agreement shall remain in full force and effect as if such provision (or part thereof) had not originally been contained in this Agreement. Notwithstanding the foregoing, the Parties shall negotiate in good faith to agree on the terms of a mutually acceptable alternative provision in place of the provision so deleted.

11. ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes any and all prior agreements, communications and understandings (both written and oral) regarding such subject matter. This Agreement shall not be modified or any rights under it waived except by a written document executed by all parties. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

2. This Agreement is signed in two counterparts, each of which is an original and both of which taken together constitutes one and the same instrument.

12. GOVERNING LAW AND JURISDICTION

1. This Agreement shall be governed by and construed in accordance with the laws of India. Subject to Clause 12.5 below, the courts of Chennai, Tamil Nadu shall have exclusive jurisdiction over any disputes between the Parties arising out of or in relation to this Agreement.

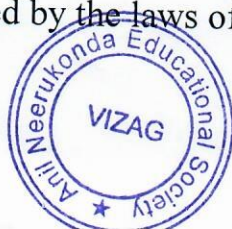
2. The Senior Executives (including their CEOs) of the parties will endeavor to settle the dispute through mutual dialogue. If, however the dispute remains unresolved for a period of 30 days, the same will be referred to Mediation, as mentioned at Clause 12.3 below.



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3. If the dispute cannot be resolved, or the period of 30 days has elapsed (whichever is later), then it will be resolved by mediation (the mediator to be decided by both the parties mutually). The mediation will be governed by the Procedural Rules of the chosen Institutional Mediator. The mediation process will be completed within 90 days of commencement and for all resolved issues, the decisions of the mediator will be final and binding on the parties. Only unsolved issues, not settled by mediation, will be submitted to Arbitration
4. Arbitration, if necessary, shall be governed by the Arbitration & Conciliation Act, 1996, and any modifications and amendments thereto.
5. The Arbitration will be conducted by a sole Arbitrator appointed mutually by parties. If the parties are not able to decide upon a single Arbitrator within 30 days, then they will approach a court of competent jurisdiction, for appointment of a sole Arbitrator.
6. The Arbitration proceedings shall be completed within 3 months from the date of first Arbitration hearing and the Award shall be final and binding on both the parties.
7. The following conditions will be applicable for both Mediation and Arbitration; any change in the conditions will need to be agreed by all parties in writing:
8. (a) The venue for the mediation/arbitration will be Chennai, Tamil Nadu, and the language for the proceedings will be English.
- (b) The losing party, shall pay all reasonable out-of-pocket expenses (including reasonable attorneys' fees) incurred by the prevailing party.
- (c) During the period of mediation and arbitration, the parties agree that they will maintain the status quo with respect to the subject matter of any dispute. However, they will be entitled to seek interim or permanent equitable and/or injunctive relief, from any court of law for such purpose; and this will not be considered a waiver of the parties' rights and obligations.
9. This Agreement will be governed by the laws of Indian judicial courts and the



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Sole and exclusive place of jurisdiction for any litigation arising there from shall be in Chennai, Tamil Nadu.

13. AGREEMENT NOT TO NON-CIRCUMVENT

The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with said sources, without the specific permission of the Party who made the said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this agreement and not to any other Assignment or business.

14. RESOLVING ISSUES/BUG FIXING TIME FRAME

Severity Categories		BUG FIXING TIME FRAME	
Description	Severity Category	Criteria	Estimated TAT
Critical	1	Problem which affects the payroll users.	Immediate
Serious	2	Problem which affects all users.	Within 24 hours
Minor	3	Problem which affects an individual user	Within 72 hours



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15. ESCALATION MATRIX

S.NO	Contact Person	Designation	Contact Number
1	To Be Assigned	Support Engineer	044-61096666
2	Mr. Harikumar	Asst. Manager-Sales & Support	+91 9962535068
3	Mr. Kannan	GM - Operations	+91 9962535062
4	Mr. Raman	Managing Director	+91 9380560670



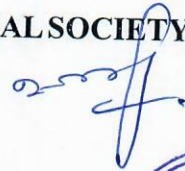
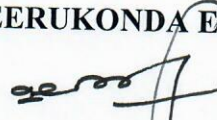
IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

SIGNED AND DELIVERED by

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For and on behalf of
Service Receiver

ANIL NEERUKONDA EDUCATIONAL SOCIETY



Name: D J Bharat Reddy

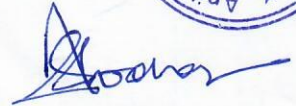
Title: CEO

In presence of: -

SHRAVAN KUMAR D



Name: 



Title:

V.P. Finance

SIGNED AND DELIVERED by

.....

For and on behalf of
Service Provider

Crystal HR & Security Solution Pvt. Ltd

Name: Ms. Swetha Raman

Title: Executive Director

In presence of: -

Name: Kannan. R

Title : General Manager - Operations