


For switching over the affiliation of our school from State Board to CBSE upto Secondary classes, school has gone through the renovation process which could be clearly seen in inspection video, due to which Digital Technology Classrooms has been un-installed just for few days and re-installation process delayed due summer vacations and school re-opens on Monday, 4<sup>th</sup> July, 2022 i.e. the day of physical inspection of the school, hence it is assured by SMC that Digital Technology Classrooms will be re-installed within 2-3 day's time. Now the Digital Technology Classrooms has been re-installed, including upgradation in Digital contents in smart Classrooms and teachers has been also advised to integrate digital content(s) in their lesson execution to enhance the teaching skills of the teaching staff which will further enhance the learning of its students.

**INDIA NON JUDICIAL**

**Government of National Capital Territory of Delhi**

**e-Stamp**

  
सत्यमेव जयते

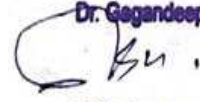
Certificate No.	: IN-DL01224937532717Q
Certificate issued Date	: 15-Jul-2021 01:41 PM
Account Reference	: IMPACC (IV)/ dl897303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL01224937532717Q
Purchased by	: EXTRAMARKS EDUCATION INDIA PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: EXTRAMARKS EDUCATION INDIA PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: EXTRAMARKS EDUCATION INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)


Please write or type below this line.....


This stamp paper constitutes an integral part of the agreement dated 15<sup>th</sup> July, 2021 entered into by and between Extramarks Education India Pvt. Ltd. through Mr.Rachhpal Singh Thakur and Dr. Gagandeep Rotary Public School, Sunam, District Sangrur (Punjab) through Mr.Satish Kumar Mittal, Manager.

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 Extramarks Education India Pvt. Ltd.

  
Dr. Gagandeep Rotary Public School  
V. Chairman

  
Chairman

  
Head Master  
Dr. Gagandeep  
Rotary Public School  
Sunam (Sangrur)

## AGREEMENT

This agreement is made at New Delhi on 15<sup>th</sup> day of July, 2021 by and between

Extramarks Education India Pvt. Ltd, a company incorporated and registered under the Companies Act, 2013 and having its corporate office at D-180, Sector-63, Noida, U.P. and its registered office at 506, Surya Kiran Building, 19 Kasturba Gandhi Marg, Connaught Place, New Delhi including its permitted assigns, having PAN No. AAEE0158Q (hereinafter referred to as EM")

AND

Dr. Gagandeep Rotary Public School a school having its premises at Peetha Wala gate J Jakhal Road, Sunam through Ms. Rachhpal Singh Thakur including its permitted assigns, having PAN No. \_\_\_\_\_ (hereinafter referred to as "School"). The letter of authorization in favour of EM to enter into this agreement on behalf of the School is annexed herewith as **Annexure - 1**.

(EM and the School are hereinafter collectively referred to as the "Parties" and individually as "Party")

### WHEREAS

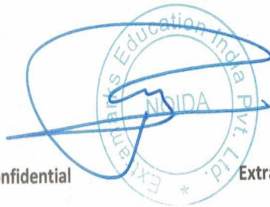
- A. EM is a service provider engaged inter-alia in the provision of education services to schools through its repository of Educational Content aligned to the curriculum prescribed by the CBSE/ICSE/State Government Board from KG upto Class 12.
- B. AND whereas School has agreed to the proposal of EM of deploying the Educational Content in the classes in accordance with the terms and conditions of this Agreement.
- C. The Parties, desirous of recording their understanding and intending to be legally bound, have accordingly agreed to enter into and execute this Agreement, for the provision of Education Services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY BOTH THE PARTIES, IT IS AGREED AS UNDER:

### 1. Definitions

- 1.1. Agreement means this Agreement including any schedules or annexures and as varied from time to time.
- 1.2. Confidential Information means proprietary and confidential information received by School or EM in connection with the Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, inventions, techniques, programs, software source documents, data, customer lists, financial information, sales and marketing plans or information which the receiving party knows or has reason to know is confidential or trade secret information of the disclosing party.
- 1.3. Educational Content means digital curriculum materials, softwares, digital books, lessons, lesson plans, graphics, videos, images, texts, MCQ's, films, animations in different digital and non-digital formats including audio and video files and books; developed, created or sourced by Extramarks and include further developments / additions to those files / materials.
- 1.4. Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights (ii) trademark, brand names and trade names, (iii) trade secret rights, (iv) patents, designs, algorithms (v) all other intellectual rights (whether registered or not) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, ~~renewals, extensions~~, now or hereafter in force which EM holds with respect to the Educational Content.

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Sunam (Sangrur)

1.5. Extramarks Smart Class is a Technology Enabled Classroom using educational content of EM.

## 2. Warranties and declarations

2.1. Each Party acknowledges that, in entering into this Agreement, it does not do so in reliance of any representation, warranty or other provision except as expressly provided in this Agreement.

2.2. EM warrants that it is the legal owner of all intellectual property rights in the Educational Content.

2.3. School warrants that it is in possession of the necessary hardware required for using the Educational Content for imparting education through Extramarks Smart Class(es).

## 3. Term of Agreement

Duration of this Agreement shall be for a period of 24 months commencing from the billing start date.

## 4. Provision of Education Services

4.1. EM shall make repository of its Educational Content available to the School for enabling 10 Extramarks Smart Class(es). Updates, if any, developed by EM during the term of the agreement shall be provided from time to time. On completion of agreement period, EM shall remove the Educational Content from the School. School represents that it shall not use the Educational Content for more than 10 Extramarks Smart Class(es).

4.2. For ensuring optimum use of the Educational Content, the same may be downloaded/ uploaded on the server. School shall use the Educational Content solely for the purpose of imparting education to its students during the period of this Agreement. While endeavour shall be to provide Educational Content for a substantial portion of the syllabus, it is explicitly understood that the resources will not cover every topic in every subject for every class, and the School has acquainted itself with the Education Content.

4.3. School represents that it shall not copy, duplicate or make any alteration to the Educational Content in any way or move the Educational Content from one place to another or reproduce, transfer or transmit, in any form, or by any means, the Educational Content or any portion thereof.

4.4. School acknowledges that this Agreement in no manner allows the use of, or creates any right, title or interest in, the intellectual property rights in the Educational Content. The said intellectual property rights vest exclusively with EM. Any unauthorized usage of the same will result in infringement of the intellectual property rights of EM. School shall promptly notify EM in writing if School becomes aware of any unauthorized act or infringement by any third party and School shall, at the request of EM, afford all reasonable assistance in bringing an action against such act or infringement.

4.5. School acknowledges that in the event of any unauthorized use of the intellectual property of EM by the School or any of its employees/faculty or any third party on account of negligence or connivance of any employee/staff/faculty of the School, the School shall be liable to indemnify EM for the losses including loss of goodwill suffered by EM on this account.

4.6. EM shall, provide a basic training to the teachers of the School for enabling them to operate the Educational Content. The School shall provide necessary cooperation for smooth conduct of the same and ensure necessary support to make the Extramarks Smart Class Rooms operational.

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4.7. EM shall ensure that the Extramarks Smart Class is functioning as per the terms of this Agreement. School will register a mobile number for purpose of raising queries/complaints which shall be referred to as the Registered Mobile Number (RMN) for that school. In case of any query/problem, school shall call on the toll free number 1800 419 4140 from the RMN. Immediately on receipt of complaint, an acknowledgment through SMS will be sent on the RMN mentioning the complaint registration number. The problem shall be responded within 3 working days and rectification time informed as per analysis.

4.8. Consideration for provision of Educational Services and Terms of Payment :

(i) In consideration of permission to use the Educational Content in terms of this Agreement, and Support Services by EM, School shall pay to EM an amount of Rs. 240000 /- (Rupees Two lakh forty thousand only only) as per payment plan as provided in Annexure - 2.

(ii) In cases where implementation has been completed between 1<sup>st</sup> to 8<sup>th</sup> of any month, invoicing shall commence from 1<sup>st</sup> day of that month. In cases where implementation is completed after the 8<sup>th</sup> day of a month, invoicing shall commence from 1<sup>st</sup> day of the subsequent month.

#### 5. Mode of payment and terms thereof

5.1 School shall provide Post Dated Cheques towards all installments at the time of signing of this Agreement.

5.2 Payment is due within 7 days from the date of invoice, beyond which interest @ 18% pa. shall be charged.

5.3 In case of any dishonor of a cheque, School shall immediately ensure that the reason for dishonor is removed and intimate EM to present the cheque again. In case of no intimation from School, EM shall wait for 7 days and present the cheque again for payment. EM shall also raise a debit note to the School for recovery of bank charges debited on such dishonor @ Rs. 300/- per instance of dishonor.

#### 6. Taxes

The considerations mentioned in this agreement are inclusive of all indirect taxes applicable in India as on signing date of this agreement. In case of any future increase and/or additions in the applicable tax rates or introduction of new tax laws by government in future, such increased or additional taxes shall be borne by the School.

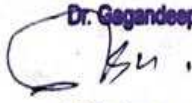

#### 7. Termination

7.1 Termination by EM: In case School fails to make payment for a period exceeding 1 month, EM shall serve a notice of 30 days (1 month) to the school. If despite the notice, School does not fulfill its obligations, EM shall be at liberty to immediately terminate this Agreement.

Termination by School: In case EM is unable to fulfill its obligations for a consecutive period of two months, School shall serve a written notice on EM, specifying the exact default. Thereafter, EM shall have 1 month to rectify the default, failing which School shall be at liberty to immediately terminate this agreement by serving a termination notice.

7.2 Upon termination, School shall be legally bound to pay, within 30 days, the outstanding installments towards provision of Education Services computed till the date of termination. In case School fails to settle the outstanding, EM shall have the right to further legal recourse, as may be available. The rights of EM specified herein are without prejudice to any other rights that it may have in law, whether civil or criminal.

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7.3. Upon termination, EM shall immediately remove the Educational Content from the School.

**8. Limitations of liability**

8.1. Both Parties shall use their best endeavors to defend other party from and against all claims, damages, liabilities and expenses (including legal costs), resulting out of any claim raised by a third party against any Party hereof, on account of Sale of Hardware or provision of Education Services under this Agreement.

8.2. Neither Party shall have any remedy in respect of any untrue statement made to it upon which it may have relied in entering into this Agreement, and a Party's only remedy is for breach of contract. Notwithstanding the foregoing, nothing in this Agreement purports to exclude liability for any fraudulent misrepresentation, statement or act.

**9. Confidentiality**

9.1. Each Party shall keep secret the Confidential Information of the other Party that it learns during or after the subsistence of this Agreement and shall not disclose any proprietary information relating to the agreement without prior written approval of the disclosing Party.

9.2. The provision of 9.1 shall not apply to Confidential Information which is in the public domain; or known to the recipient prior to this agreement; or required by law to be disclosed to any court or authority.

**10. Governing Law, Jurisdiction and Dispute Resolution**

This Agreement shall be governed by the laws of India and courts situated at Delhi alone shall exercise exclusive jurisdiction. Any disputes arising out of this Agreement shall be referred to a sole arbitrator to be appointed by EM. The School agrees that the fact that the sole arbitrator shall be appointed by EM shall not be used by the School to raise pleas of bias or prejudice against the sole arbitrator.

**11. Notices**

On behalf of the Parties, notices are to be served on:

**To EM:** Legal Deptt, Extramarks Education India Pvt. Ltd  
D-180, Sector 63, Noida 201301  
Email: legal@extramarks.com

**To School:**  
Email:

Either Party may change a person mentioned above with prior notification in writing to the other Party.

Any notice or other communication given under this Agreement shall be in writing, in English and sent in any of the following modes of communication, these being: registered post, email (as a PDF attachment), courier or hand delivery. Any such notice shall be deemed to have been duly given or made; if delivered by courier or hand delivery, on the date of receipt; in the case of registered mail, on the expiry of 7 working days; and in case of email, when the activity report confirms successful transmission.

**12. Entire Agreement**

This Agreement, including the Annexures, contains the whole agreement between the Parties in respect of the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements, representations or understandings between the Parties relating to it.

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**13. Severability**

If any provision of this Agreement is determined to be illegal, void or unenforceable by the Parties or any court or administrative body of competent jurisdiction, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

**14. Amendment or Variation**

This Agreement may not be amended in any manner except in writing and signed by both Parties hereto.

**15. Waiver**

No failure or delay by EM in raising invoices under this agreement shall operate as a waiver of right of EM of raising such invoices.

No failure or delay to exercise any right or remedy provided by this Agreement or by law shall be construed or operate as a waiver thereof nor shall any single or partial exercise of such right or remedy preclude the further exercise of any right or remedy. A waiver or a breach or default of this Agreement will not prevent a Party from subsequently requiring compliance with the waived obligation.

**16. Survivability**

Termination or expiration of this agreement will not affect accrued rights and remedies of either Party.

This Agreement consisting of this and the preceding pages, together with Annexures, is executed by duly authorized representatives of the Parties at New Delhi as follows:

(For Extramarks Education India Pvt. Ltd.)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

For School \_\_\_\_\_

Dr. Gagandeep Rotary Public School

V. Chairman

Chairman

Dated: 15-07-2021

Head Master  
Dr. Gagandeep  
Rotary Public School  
Sunam (Sangrur)

## Payment Schedule for Software


Annexure-2

S. No.	Month	Amount (Rs.)
1.	Aug-2021	Rs.10,000/-
2.	Sep-2021	Rs.10,000/-
3.	Oct-2021	Rs.10,000/-
4.	Nov-2021	Rs.10,000/-
5.	Dec-2021	Rs.10,000/-
6.	Jan-2022	Rs.10,000/-
7.	Feb-2022	Rs.10,000/-
8.	Mar-2022	Rs.10,000/-
9.	Apr-2022	Rs.10,000/-
10.	May-2022	Rs.10,000/-
11.	Jun-2022	Rs.10,000/-
12.	Jul-2022	Rs.10,000/-
13.	Aug-2022	Rs.10,000/-
14.	Sep-2022	Rs.10,000/-
15.	Oct-2022	Rs.10,000/-
16.	Nov-2022	Rs.10,000/-
17.	Dec-2022	Rs.10,000/-
18.	Jan-2023	Rs.10,000/-
19.	Feb-2023	Rs.10,000/-
20.	Mar-2023	Rs.10,000/-
21.	Apr-2023	Rs.10,000/-
22.	May-2023	Rs.10,000/-
23.	Jun-2023	Rs.10,000/-
24.	Jul-2023	Rs.10,000/-

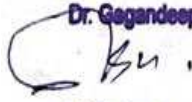
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V. Chairman



Chairman