

AGREEMENT

This Agreement is reached on 20th March, 2023 by & between:-

M/s.CNV Labs and Technologies Pvt Ltd(iCloudEMS) having its registered office at 215, "C" Wing, "Shoppers Orbit", Alandi Road, Vishrantwadi, Pune – 411015, India, represented by its Mr. Dheeren Kumar Padhy and Mr. A. NarayanaRaju hereinafter referred to as "iCloudEMS" or "Supplier" (which expression shall mean and include its Executors, Administrators and Assignees).

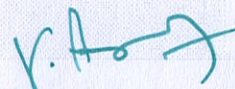
and

The MNR Educational Trust, having its registered office at # 2-23 B / 350, Bhagyanagar (Phase III), Near HMT Hills, Kukatpally, Hyderabad — 500 085, Telangana represented by its Asst. Director (Admin.) Mr. A. NarayanaRaju (hereinafter referred to as "MNR" or "Client") (which expression shall mean and include its Executors, Administrators and Assignees).

This agreement is undertaken for the deployment, training & implementation of cloud-based ERP Solution — iCloudEMS to the scope detailed in Purchase Order (PO) issued by Client on 20th March, 2023. Further, the Client's requirements as mentioned in Fitment Sheet 1 & 2 (enclosed with this document) as agreed separately will be delivered by the Supplier. The Proposal (submitted by the Supplier on 10th Oct. 2022), Fitment Sheet 1 & 2 (submitted by the Client) and Annexures - I to V shall be part of this Agreement and shall be read together. This Agreement may be amended only by a written instrument signed by a duly authorized representative of both the Parties.

In the witness thereof, the parties hereby agree as follows:

1. The agreement shall mean and include the Purchase Order (issued by the Client on 20th March, 2023, this agreement, Proposal (submitted by the Supplier on 10th Oct. 2022), Fitment — 1 & 2 (submitted by Client) and Annexure — I to V attached to this agreement. Any further reference / added shall be included with the written consent of both the parties.
2. This agreement shall be valid for a period of Five years from the date of execution, which can be renewed thereafter by written consent of both the parties. However, there shall be increase in iCloudEMS license charges @ 5% in fourth and fifth year respectively. Supplier reserves the right to integrate suitable changes in product or product platform due to changes in technologies / User Demands and the same shall be available to the Client.
3. Both the parties shall follow the law of country & carry out the obligations / responsibilities as set out here under.
4. Official language - Official language for oral and written communication is English.



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5. Confidentiality - Both Parties (acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder.
- a. Both Parties acknowledge and agree to respect, maintain and protect the ownership and confidentiality of Confidential Information received by it as the Receiving Party from the other Party as the "Disclosing Party", consequential to this Agreement.
 - b. 'Confidential Information' shall mean any information; which shall include but not be limited to: Software — Source Code, Specifications, Requirements, Logic, Designs, Customizations, Modifications, Updates, Database, Manuals, Documentation, Brochures, Price, etc.;
 - c. Trade Secrets — Clients' Data, Plans, Proforma, Strategies, Market Opportunities, Business Affairs, Research data, Experimental Data, Development Designs and Specifications, Infrastructure, Procurements, Manufacture, Purchases, Sales, Finances, Business Forecasts, Reports, Studies, Contracts, etc.;
 - d. Intellectual Property — Technical Know-how, Derivatives including Patents, Trademarks, Copyrights, Inventions, Software and their Specifications, Algorithms, Application Program Interface (API), Formula related to current, future and proposed products and services, Equipments and their specifications, sketches, drawings, models, logos, ideas, knowledge, experiences, skill-sets, services, designs, plans, strategies, methods, techniques, and / or any publications that are created, gained, provided, developed, discovered, invented, contributed to and / or improved upon by the Disclosing Party or any person / entity concerned or in association with the Disclosing Party;
 - e. Technical and Non-technical Information — Communications, Negotiations, Discussions, Investigations, Concepts, Product Prototypes, Internal Affairs and Data, Terms / Conditions / Status / or Facts of possible transactions between the Parties, etc.;
 - f. Personal Information — of the Employers, Employees, Students, Staff, and / or any person associated with the Disclosing Party.
6. ERP ownership - The iCloudEMS is owned by the Supplier. The customizations / new process in the same also will be under ownership of the Supplier. No Royalty shall be attributable or payable to the Client. The Supplier shall have the liberty to use such customizations as global updates.
7. Non-solicitation - Neither Party will, without the consent of the other Party, will employ or offer to employ directly or indirectly any person engaged or previously engaged by the other in any capacity in relation to the project, during the subsequent of this Agreement and until a period of 12 months has expired after the termination or expiry of this Agreement.
8. For any delays from Client side, Client will provide sufficient extra time to Supplier to complete its work. For all mistakes made by Users and noticed at later stage, correction at

User end may not be possible. So, in such cases, Client will communicate the same to the Supplier in writing via email for corrections.



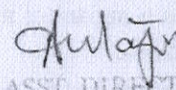
9. Supplier shall not be held liable for any delay or failure in its obligations, if such delay or failure has resulted from a delay or failure by or on behalf of Client to perform any of Client's obligations.
10. For any extra work which is beyond the scope of work as defined in this agreement, PO & Fitment - 1 & 2 & also re-work such as repetitive data migration, re-processing of data due to last minute changes in rules by Client, wrong data entry by Users of Client, delayed data entry, extra last moment rules; Supplier is entitled to get extra revenue. The amount payable shall be generously & genuinely decided by Client's management & the Supplier shall raise the invoice accordingly.
11. Termination for Material Breach - Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.
12. The ERP is developed by Supplier & its Intellectual Property Rights are already owned by the Supplier under India copyright act. The customizations / new process also will be IPR of Supplier, no Royalty is applicable to Client & Supplier shall use these customizations in its product for other Clients.
13. The Client acknowledges that the provision of the Services hereunder by the Supplier shall be on a nonexclusive basis and the Supplier shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged.
14. Scope of Services under this agreement is detailed in this agreement, proposal (submitted by the Supplier on 10th Oct. 2022), Fitment Sheet 1 & 2 (submitted by the Client) and Annexure-I to V enclosed with this agreement.
15. Supplier's responsibilities and obligations under this agreement are detailed in Annexure-II.
16. Client's responsibilities and obligations under this agreement are detailed in Annexure-III.
17. General Terms & Conditions of Engagement are detailed in Annexure-IV.
18. Payment Terms are as mentioned in Annexure-V.
19. Client agrees that the Supplier shall have the right to list Client's name in its marketing material and use Client's logo with respect to such listing and for reference purposes.
20. Client acknowledges and agrees that the Supplier owns and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the ICloudEMS Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of Client.


Nothing contained herein shall be construed as a transfer, assignment, or conveyance by the Supplier to the Client of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the ICloudEMS Application System or any enhancements, upgrades or derivative works thereof.

21. Copying of the ICloudEMS Application System is prohibited in all circumstances. Neither Client nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the ICloudEMS Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Client is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the ICloudEMS Application System or any part thereof or to create enhancements to or derivative works of the ICloudEMS Application System or any portions thereof.
22. This agreement shall supersede all the previous discussions and agreements (written / digital / oral).

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

For CNV Labs and Technologies Pvt Ltd (ICloudEMS)	For MNR Educational Trust
 	 ASST. DIRECTOR MNR EDUCATIONAL TRUST
Name: Dheeren Kumar Padhy	Name: A. NarayanaRaju


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