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## SOFTWARE DEVELOPMENT CONTRACT

THIS AGREEMENT ("Agreement") is entered between Microspectra Software Technologies Pvt. Ltd. With G. S. Science, Arts & Commerce College located at Khamgaon and shall be effective as of April 2018 to 31<sup>st</sup> March 2023.

WHEREAS, Company is engaged in the business of software development,

WHEREAS, Client wishes to utilize the services of Company in connection with the development and Maintenance of Website identified as gsck.ac.in Web Portal.

NOW, THEREFORE, Company and Client agree as follows:

### ✓ 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.

### ✓ Term and Termination

Unless terminated as provided herein, this Agreement shall commence on the Effective Date and will extend to up to 5 years i.e. 31<sup>st</sup> March 2023.

### 3. Term and Conditions

Client hereby retains Company to design and develop, and Company hereby agrees to design and develop the website and maintain it developed jointly by Client and Company. Company is also responsible for hosting and any updation is from client side. The parties shall work together in a joint effort to accomplish the tasks and objectives set forth in the Product Specifications. Company shall be responsible for delivering and performing only those professional services specifically identified in the Product Specifications. Company only provide .war file and installation of the product on server. Company will not provide or share code of the product with the Client.

### 4. Modifications

Company is responsible to perform all the changes given by client. Maintenance and support rights or obligations for any third party products or equipment that are used in the Product and are available through the respective vendor(s)/manufacture(s) of such content and equipment shall be assigned by Company to Client. Details charges about updation and hosting is mention below.

## 5. Price, Payment Terms and Project Completion duration

Project Duration is from April 2018 to May 2018. Client will have to pay to company for the Work at the rate of Rs. 10,000 as a Product development Charge, Hosting charges of Rs. 4000 and SSL Charges as Rs. 1200 for 1<sup>st</sup> year.

Charges from 2<sup>nd</sup> year onwards:

Sr. No.	Heads	2019-2020	2020-2021	2021-2022	2022-2023
1	Maintenance/ Updation	5000	5000	5000	5000
2	Hosting	12000 (10 GB)	6000 (5 GB)	6000 (5 GB)	6000 (5 GB)
3	SSL	3500	3500	3500	3500
4	Email	FREE	FREE	FREE	FREE
Total		20,500	14,500	14,500	14,500

Client shall have to pay the fund in advance to the Company every year.

In the event of termination without cause, Client agrees to pay Company for all of Company's Work performed up to the date of termination.

## 6. Ownership of Intellectual Property

To the extent that Company has received payment 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 Client under this Agreement.

## 7. Copyright and Trade marks (Intellectual Property)

The copyright in all materials on the Website, including their design, layout, text, graphics, photographs and the source code and software belong to their respective owners. Trade marks (whether registered or not) company names and the like are the property of their respective owners or Client.

## 8. 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 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. The obligations of confidentiality will extend for a period of 1 month after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

## 6. Warranty and Disclaimer

Company warrants the developer's 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.

#### 7. 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.

#### 8. 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 relationship between Company and Client.

#### 9. Arbitration and Mediation

Except as described in Paragraph 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. If the mediation is unsuccessful, the parties agree that the dispute shall be decided by binding arbitration under the rules issued by the American Arbitration Association. The decision of the arbitrator shall be final. Costs and fees (other than attorney's fees) associated with the mediation or arbitration shall be shared equally by the parties. Each party shall be responsible for its attorneys' fees associated with arbitration.

#### 10. Miscellaneous

This Agreement shall be construed pursuant to the laws of the Commonwealth of Massachusetts, 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:

Microspectra Software Pvt. Ltd.

For Microspectra Software Technologies Pvt.Ltd.

By: \_\_\_\_\_  
Signature

Authorised Signatories

Name: Deepavali P. Patil

Title: Managing Director

Telephone: 8308848685/9730298462

E-mail address: support@microspectra.in

CLIENT:

G. S. Science, Arts & Commerce College, Khamgaon

By: Dawar 23/02/2020  
Signature

Name: Dr. D. S. Talwankar

Title: Principal

Telephone: 9823450717

Principal  
G. S. Sci., Arts & Commerce  
College, Khamgaon - 443301.