தமிழ்நாடு तमिलनाडु TAMIL NADU 71AB 705206

தமிழ்நாடு Stella Mary's College of Engg S. இராதாகிருஷ்ணன்
நாள் :04/09/2019 Aruthenganvilai முத்திரைத்தாள் விற்பனையாளர்
இனம்: உரிமம் எண். 15/1993 நாள்: 1-11-93
நாகர்கோவில்-629 001

CUSTOM SOFTWARE DEVELOPMENT AGREEMENT

This Custom Software Development Agreement (the "Agreement") is made and effective from 9th Day of August 2019.

BETWEEN: Stella Mary's College of Engineering, (hereinafter called as the "Customer"), a corporation organized and existing under the laws of the India, with its office at Stella Mary's College of Engineering, Aruthenganvilai, Kanyakumari District, Tamil Nadu – 629202, India.

AND: Shiro Software Solutions (hereinafter called as the "Developer"), a corporation organized and existing under the laws of the State of India, with its registered office

Dr.R.Suresh Premil Kumar M.E., Ph.D
PRINCIPAL
STELLA MARY'S COLLEGE OF ENGINEERING
ARUTHENGANVILAI, KANYAKUMARI DIST.

Address at No: 377 A 1/5, 2nd Floor, Oliver Complex, K.P. Road, Mathias Nagar, Nagercoil - 629001, Tamil Nadu, India.

RECITALS

WHEREAS Customer officially requires to get the further version named Version1.01 of ERP Software Development named Shiro Software Solutions developed as per the requirements specifications mentioned in Exhibit A as "Scope of the work", and wants to hire the Developer to develop this custom software package, and;

WHEREAS, the Developer officially offers its services to develop the required Android App and Web portal package for the Customer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

1. SCOPE OF WORK

   The scope of work is the development of "ERP Software Development" for web Application platform as per the requirements specifications mentioned in Exhibit A as "Scope of the work".

SCOPE OF DELIVERABLES

S No.	Deliverable Name	Given By	Scope
1	Scope of Work	Developer	Scope of work, timelines, commercials
2	Detailed Requirements	Customer	Details of requirements
3	Application package	Developer	Web Application Package to Customer.

2. SOLUTION

Developer Technologies has proposed to develop the Web Application package.

Development Platform: Web Application

Target Browsers: Mozilla Firefox and Google Chrome.,

In case that the above browser requires any special handling above and beyond current scope of agreement, Developer to notify Shiro Software Solution beforehand.

Frondend: HTML, CSS, Boostrap, Jquery

Backend API and Database: MYSQL, PHP

3. COMMERCIALS

FIXED PRICE Developer is proposing a fixed price for the development of required "ERP Application" as follows.

Following are the details of Fixed Price and Duration:

Total Delivery Time	Maximum –116 Days, Minimum – 84 Days
Tentative Resources Used	1 Frond end Developer 1 Senior PHP Developer 1 Senior QA
Quotation	1,75,000 Indian Rupees

Important Notes:

Any work, beyond the scope of the work mentioned in Exhibit A will be done at the rate of Indian Rupees 200/ man hour and shall be considered as a "change request".

1 man day is equal to 8 hours, and one man week comprises 5 working man days.

Payment Terms

The payments shall be remitted by customer after completing final delivery.

4. Expense

Customer shall reimburse Developer for reasonable out-of-pocket travel expenses (collectively, "Expenses"), including transportation, lodging, mileage, and meals incurred in rendering Developer's professional services. Developer shall obtain Client's prior written authorization before incurring any individual expense. All Expenses not paid directly by Client shall be paid within fourteen (14) days of receipt of Developer's invoice. All Expense reimbursements shall be made at Developer's direct out-of-pocket costs, without any mark-up for overhead, administrative costs, or otherwise.

5. ENGAGEMENT MODEL

The Engagement Model with the customer is "Fixed Price".

7. ASSUMPTIONS

7.1 Assumptions

- The customer will provide or be responsible for any cost related to the following:
  - 3rd party software related to the Project (if, any specifically required by the customer), for example domain and hosting for project.
  - 3rd party service required for the project.
  - Any hardware related to the Project, except for testing equipments.
- Any requirements for the project other than those mentioned in Exhibit A are beyond the scope of this Agreement.
- The development and unit testing of the products will be done at Developer premises.

PRINCIPAL

8. PROJECT MANAGEMENT

- Developer shall manage all the milestones and plans for functional delivery in following web based temporary hosting URL.
- A bi-weekly Adhoc/ interim release shall be provided to the customer by Developer for review and approval.
- All defects coming out from a week's development shall be considered on top priority and fixed before jumping into next scheduled task of further development.

9. TESTING AND ACCEPTANCE

- Test plan to be provided by Developer at the end of each milestone for final approval from the customer.
- Unit tests to be executed on all code and pass.
- Defects severity is to be determined by Customer team.
- Each week all planned features are tested according to test plan and prior to build all defects are fixed.
- New defects found by customer team are fixed by the following milestone:
- These defects are fixed and are highest priority during the course of next development.
- All defects are fixed prior to final delivery and 100% of Test Plans is tested and they all pass.

10. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

All Intellectual Property (including Source Code, Documentation, and Application Package) during the project is owned by the Customer, and will be turned over to the Customer at the conclusion of the project by Developer and after the fulfilment of all commercial obligations by the Customer.

The customer is the sole owner of the developed software with full IPR. All ownership and development rights shall refer to Copyright 9st August, 2019.

11. MAINTENANCE AND SUPPORT

Developer shall be responsible for fixing any defects or bugs that occur because of the code or program developed by Developer within the first month from date the ERP Application released.

It is to be noted that any tasks or enhancements or feature specification change or architecture changes related task beyond the functional requirements given in this agreement, shall not be considered as bugs or defects in the code, and those shall be done by Developer by taking separate time efforts and at the cost of IND 200 per man hour.

12. TERM OF AGREEMENT

This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.

13. TERMINATION

The Customer shall, in the event of Developer committing any breach of any of the terms and conditions of this agreement or for any other reason considered as sufficient, be entitled to terminate this agreement by giving 3 weeks' notice in writing and it is applicable only when the project is not completed. If the customer terminates the agreement, then the payment accrued or payable to Developer up to the date of the termination will become accrued or payable to Developer only up to that date. The customer shall compensate the Developer up to the date of termination with a fee calculated on Pro-rata basis. Developer may also terminate this Agreement by giving 3 weeks' notice in writing to Customer. It is applicable only when the project is

not completed. In case Developer terminates the agreement, it shall handover the entire project related IPR, work done till date, and source code to the customer.

14. RELATIONSHIP OF THE PARTIES

Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever.

15. ENTIRE AGREEMENT

This agreement supersedes all oral and written representations and agreements between the parties including, but not limited to any earlier agreement relating to the subject matter thereof any other agreement between the parties in relation to the subject matter thereof.

16. GOVERNING LAW AND JURISDICTION

This agreement shall be construed, interpreted and governed by and in accordance with the laws of India. In case the arbitration proceedings fail, all disputes arising out of this agreement and any document related hereto shall be subject to exclusive jurisdiction of the courts of Nagercoil, India.

17. NOTICE

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses may be intimated from time to time.

PRINCIPAL

For Shiro Software Solutions, Inc

Kind Attn Dr.R.Suresh Premil Kumar,

Principal,

Stella Mary's College Of Engineering

Aruthenganvilai,

Kanyakumari Dist.

Pin: 629 202

Tamil Nadu, India.

For Developer

Kind Attn: Mr. Dinesh, CEO,

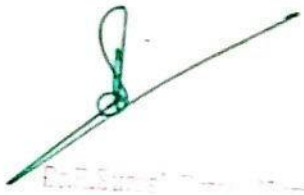
Shiro Software Solutions,

No: 377 A 1/5, 2nd Floor, Oliver Complex,

K.P. Road, Mathias Nagar,

Nagercoil - 629001,

Tamil Nadu, India.



IN WITNESS

IN WITNESS WHEREOF, the parties have caused their common seal to be affixed to these presents and the duplicate, the day and year first hereinabove written.

Stella Mary's College of Engineering

Authorized Signature

04/05/19

Dr.R.Suresh Premil Kumar,

Principal

Dr.R.Suresh Premil Kumar,M.E.,Ph.D
PRINCIPAL
STELLA MARY'S COLLEGE OF ENGINEERING
ARUTHENGANVILAI, AZHICKAL POST-629 202
KANYAKUMARI DISTRICT

Shiro Software Solutions

SHIRO SOFTWARE SOLUTIONS NAGERCOIL

Authorized Signature

04/5/2019

Mr. Dinesh, CEO.

Dr.R.Suresh Premil Kumar,M.E.,Ph.D
PRINCIPAL
STELLA MARY'S COLLEGE OF ENGINEERING
ARUTHENGANVILAI, AZHICKAL POST-629 202
KANYAKUMARI DISTRICT

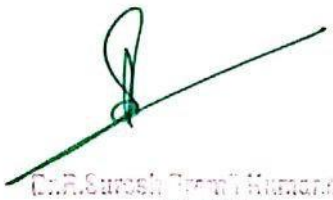
EXHIBIT A

Scope of the Work A

Scope of the work for ERP Application for College Automation

We are listing below the modules that can be incorporated in your college ERP Software.

1. Student Management
2. Teaching Staff Management
3. Non Teaching Staff Data Management
4. Class Details Management
5. Class Rooms / Fixed Assets Management
6. Bus Management (Transport) - Route Allocation / Transport fees
7. Fees Management
8. Payroll
9. Accounts - General Ledger / Trial Balance, Income & Expenditure A/c, Receipts and Payments, Balance Sheet etc.,



Dr.R.Suresh Tramil Kumaran [illegible]
PRINCIPAL
STELLA MARY'S COLLEGE OF ENGINEERING
ARUTHENGANVILAI AZHICKAL POST-[illegible]
KANYAKUMARI DISTRICT

Development Agreement dated on 04-09-2019