

SIS comeback 100 Customer Agreement

Last updated by | Priyanka Chopra | Feb 1, 2021 at 3:50 PM GMT+5:30

THIS AGREEMENT ("Agreement") is executed on this _____, at Noida.

Connexrm Pte Ltd, represented by Connexrm LLP in India, a company incorporated in the Republic of India under Limited Liability Partnership act 2008, having its corporate office at A-13/2, Highway Tower-1, 8th Floor, Sector-62, Noida-201309, Uttar Pradesh being duly represented by its Authorized Signatory (hereinafter referred to as "**PROVIDER**")

AND

_____ (**School Name**), incorporated under the _____, having its registered office at _____, _____ duly represented by its _____ (designation), _____ (contact name) having PAN Nbr _____ (hereinafter referred to as "**CLIENT**")

(Both "**PROVIDER**" and "**CLIENT**" are hereinafter individually referred to as a "Party" and collectively as "Parties".)

WHEREAS

1. PROVIDER hold the IP Rights for eLite suite of Products including but not limiting to
 - o eLite SIS represented by <http://www.elite-sis.com> ☑
 - o eLite BAM represented by <http://www.elite-bam.com> ☑
 - o eUPP represented by <http://www.eupp.in> ☑
 - o edgePro represented by <http://www.edge-pro.in/> ☑
 - o eQuaze represented by <http://www.equaze.in> ☑
2. PROVIDER is running an all beneficial program called #comeback 100 program to help schools restart their school operations by adopting them to implement digital methods and means
3. CLIENT has agreed to implement solutions under #comeback 100 program after their due deliberation and due process of their organization
4. CLIENT has indicated confirmation vide Purchase Order Number _____ dated _____.
5. PROVIDER has agreed to provide their services to the CLIENT for managing their data and services for the conditions laid out in this agreement in the subsequent sections

Provider agrees to provide, and the Client agrees to buy, eLite SIS Software as a Service offering, and related services, on the terms of this Agreement.

The Agreement comprises:

- Section A (Agreement and Key Details, including this cover page and the signature clause); and
- Section B (Terms of Use)

SECTION A: AGREEMENT AND KEY DETAILS

Key Details

Item	Details
Start Date of Agreement	
End Date of Agreement	
SaaS Services	As described in Feature List in Annexure 1
Related Services	Implementation of Service, Migration of Data
Fee and Payments	Detailed Terms in Annexure 4. All prices quoted are exclusive of statutory taxes.
Subscription Cost	As per the cost mentioned in Annexure 4. All prices quoted are exclusive of statutory taxes.
Payment Terms	Quarterly in Advance. Client will be given a login to the billing platform on www.eupp.in
Duration of Engagement	36 Months
Total Contract Value	Zero (INR 0.00)

Special Terms and Conditions

1. The service is being provisioned for _____ number of Students in the School
2. The service is being provisioned for _____ number of Faculty in the School
3. Service Features are listed in the Annexure 1 of this Agreement
4. Implementation Schedule is being listed in the Annexure 2 of this Agreement
5. The agreement cannot be terminated within the three (3) years of the date of execution
6. Pre-mature termination of the agreement can only take place based on the termination clauses mentioned in Annexure 3 of this agreement
7. Service Fee and Finance conditions are listed in details in Annexure 4 of this agreement
8. Special Terms and Conditions for this project are mentioned in Annexure 5 of this agreement

Signing Information for the Project

Signed for an on behalf of the **CLIENT**

Signature	
Name of Signatory	
Designation	
Date	
School / Trust Full Name	
Contact Number	
Email ID	

Signed for an on behalf of the **PROVIDER**

Signature	
Name of Signatory	Ms Kritika Shukla
Designation	eLite Suite Finance Controller
Date	
Contact Number	+91
Email ID	kritika.shukla@connexrm.com

SECTION B: GENERAL CONDITIONS AND TERMS OF USE

SERVICES

1. General

Provider shall use best efforts to provide the Services:

1. In accordance with the Agreement and applicable Indian Labour law;
2. Exercising reasonable care, skill and diligence; and
3. Using suitably skilled, experienced and qualified personnel.

2. Availability:

1. Provider will use commercially reasonable efforts to ensure the SaaS Service is available during normal business hours (10:00 to 18:00 hrs, Monday to Friday) in India. However, it is possible that on occasion the SaaS Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. Provider will use reasonable efforts to notify clients advance details of any unavailability.
2. Through the use of web services and APIs, the SaaS Service interoperates with a range of third party service features including Microsoft Dynamics CRM. Provider does not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third-party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, Provider may cease to make available that feature to the Client. To avoid doubt, if Provider exercises its right to cease the availability of a third-party feature, the Client is not entitled to any refund, discount or other compensation.
3. **Underlying Systems:** Provider is responsible for procuring all Underlying Systems reasonably required for it to provide the SaaS Service in accordance with the Agreement.

4. Additional Related Services:

- Provider may, from time to time, make available additional services to supplement the SaaS Service.
- At the request of the Client and subject to the Client paying the applicable Fees, Provider may agree to provide to the Client an additional Related Service on the terms of the Agreement.

Client Obligations

3. General Use

The Client and its personnel must:

1. Use the Services in accordance with the Agreement solely for the Client's own internal business purposes; and lawful purposes and
2. Not resell or make available the Services to any third party, or otherwise commercially exploit the Services.

4. Access Conditions

When accessing the SaaS Service, the Client and its personnel must

1. Not impersonate another person or misrepresent authorization to act on behalf of others or Provider.
2. Correctly identify the sender of all electronic transmissions.
3. Not attempt to undermine the security or integrity of the Underlying Systems.
4. Not use, or misuse, the SaaS Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the SaaS Service.
5. Not attempt to view, access or copy any material or data other than that to which the Client is authorized to access;
6. Neither use the SaaS Service in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading; and
7. Comply with any terms of use as updated from time to time by Provider.

5. User Rights:

1. Without limiting clause 4, no individual other than a Permitted User may access or use the SaaS Service.
2. The Client may authorise any user of its personnel to be a Permitted User, in which case the Client will provide Provider with the Permitted User's name and other information that the Provider reasonably requires in relation to the Permitted User.
3. The Client must procure each Permitted User's compliance with clauses 3.1 and 3.2 and any other reasonable condition notified by Provider to the Client.]
4. A breach of any term of the Agreement by the Client's personnel [(including, to avoid doubt, a Permitted User)] is deemed to be a breach of the Agreement by the Client.

6. DATA

(6.1) Provider access to Data:

The Client acknowledges that:

1. Provider may require access to the Data to exercise its rights and perform its obligations under the Agreement; and
2. To the extent that this is necessary but subject to clause 7, Provider may authorise a member or members of its personnel to access the Data for this purpose.
3. The Client must arrange all consents and approvals that are necessary for Provider to access the Data as described in clause 6.1.

(6.2) Agent

1. The Client acknowledges and agrees that to the extent Data contains Personal Information, in collecting, holding and processing that information through the Services, Provider is acting as an agent of the Client for the purposes of any applicable privacy law.

2. The Client must obtain all necessary consents from the relevant individual to enable the Provider to collect, use, hold and process that information in accordance with the Agreement.

(6.3) Backups of Data

While the Provider will take standard industry measures to back up all Data stored using the Services, the Client agrees to keep a separate back-up copy of all Data uploaded by it onto the SaaS Service.

(6.4) International storage of Data

The Client agrees that Provider may store Data (including any Personal Information) in secure servers in Indian Data Centers only and may access that Data (including any Personal Information) in respective Organization from time to time.

(6.5) Indemnity

The Client indemnifies Provider against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by Provider's solicitors) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.

7. Fees

1. Fees: The Client must pay to Provider the Fees agreed to above
2. Invoicing and payment: Provider will provide the Client with valid GST invoices on the dates set out in the Payment Terms, or if there are none, monthly in advance for the Fees due in the next month.
3. The Fees exclude GST and other applicable taxes, which the Client must pay on taxable supplies under the Agreement.
4. The Client must pay the Fees on the dates set out in the Payment Terms, or if there are none, by the 20th of the month following the date of invoice
5. Overdue amounts: Provider shall charge interest on overdue amounts. Interest will be calculated from the due date to the date of payment (both inclusive) at a monthly percentage of 2% rate equal to 24% p.a. (quarterly charging cycle).
6. Increases: There will not be any increase the agreed fee up to 2 years' time and the fee would be subjected to 10% increase per year post the period of 2 Years.

8. INTELLECTUAL PROPERTY

(8.1) Ownership:

1. Subject to clause 6.1b, title to, and all Intellectual Property Rights in, the Services, the Website, and all Underlying Systems is and remains the property of Provider (and its licensors). The Client must not dispute that ownership.

2. Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains the property of the Client. The Client grants Provider a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the Data for any purpose in connection with the exercise of its rights and performance of its obligations in accordance with the Agreement.

(8.2) Know how:

To the extent not owned by Provider, the Client grants the Provider a royalty-free, transferable, irrevocable and perpetual licence to use for the Provider's own business purposes any know how, techniques, ideas, methodologies, and similar Intellectual Property used by Provider in the provision of the Services.

(8.3) Third party sites and material:

The Client acknowledges that the SaaS Service may link to third party websites or feeds that are connected or relevant to the SaaS Service. Any link from the SaaS Service does not imply any Provider endorsement, approval or recommendation of, or responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, Provider excludes all responsibility or liability for those websites or feeds.

(8.4) Third party Intellectual Property Rights indemnity:

Provider indemnifies the Client against any claim or proceeding brought against the Client to the extent that claim or proceeding alleges that the Client's use of the SaaS Service in accordance with the Agreement constitutes an infringement of a third party's Intellectual Property Rights (IP Claim).

(8.5) The indemnity is subject to the Client:

1. Promptly notifying the Provider in writing of the IP Claim;
2. Making no admission of liability and not otherwise prejudicing or settling the IP Claim, without Provider's prior written consent; and
3. Giving Provider complete authority and information required for Provider to conduct and/or settle the negotiations and litigation relating to the IP Claim. The costs incurred or recovered are for the Provider's account.

(8.6) The indemnity in clause 8.4 does not apply to the extent that an IP Claim arises from or in connection with:

1. The Client's breach of the Agreement;
2. Use of the SaaS Service in a manner or for a purpose not reasonably contemplated by the Agreement or otherwise not authorized in writing by the Provider; or
3. Any third party data or any Data.

(8.7) If at any time an IP Claim is made, or in Provider's reasonable opinion is likely to be made, then in defence or settlement of the IP Claim, Provider may (at Provider's option):

1. Obtain for the Client the right to continue using the items which are the subject of the IP Claim; or

2. Modify, re-perform or replace the items which are the subject of the IP Claim so they become non-infringing.

9. CONFIDENTIALITY

(9.1) Security:

Each party must, unless it has the prior written consent of the other party:

1. Keep confidential at all times the Confidential Information of the other party;
2. Effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
3. Disclose the other party's Confidential Information to its personnel or professional advisors on a need to know basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, the provisions of clauses 9.1.1 and 9.1.2.

(9.2) Permitted disclosure:

The obligation of confidentiality in clause 9.1.1 does not apply to any disclosure or use of Confidential Information:

1. For the purpose of performing the Agreement or exercising a party's rights under the Agreement;
2. Required by law (including under the rules of any stock exchange);
3. Which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
4. Which was rightfully received by a party to the Agreement from a third party without restriction and without breach of any obligation of confidentiality; or
5. By Provider if required as part of a bonafide sale of its business (assets or shares, whether in whole or in part) to a third party, provided that Provider enters into a confidentiality agreement with the third party on terms no less restrictive than this clause 9.

10. WARRANTIES

(10.1) Mutual warranties

Each party warrants that it has full power and authority to enter into and perform its obligations under the Agreement which, when signed, will constitute binding obligations on the warranting party.

(10.2) No implied warranties

To the maximum extent permitted by law, Provider's warranties are limited to those set out in the Agreement, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise

11. LIABILITY

(11.1) Maximum liability:

The maximum aggregate liability of Provider under or in connection with the Agreement or relating to the Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any Year exceed an amount equal to the Fees paid by the Client under the Agreement in the previous Year (which in the first Year is deemed to be the total Fees paid by the Client from the Start Date to the date of the first event giving rise to liability).

(11.2) Unrecoverable loss:

Neither party is liable to the other under or in connection with the Agreement or the Services for any:

1. Loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or
2. Consequential, indirect, incidental or special damage or loss of any kind.

(11.3) No liability for other's failure:

Neither party will be responsible, liable, or held to be in breach of the Agreement for any failure to perform its obligations under the Agreement or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under the Agreement, or by the negligence or misconduct of the other party or its personnel.

(11.4) Mitigation:

Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with the Agreement.

12. TERM, TERMINATION AND SUSPENSION

(12.1) Duration:

Unless terminated under this clause 12, the Agreement:

1. Starts on the Start Date and ends on the End Date; but
2. This agreement is for successive terms of 36 months from the Start Date unless a party gives a 60 days' notice that the Agreement will terminate on the expiry of the then current term.

(12.2) No fault termination:

Either party may terminate the Agreement on no less than 60 days of prior notice to the other party

(12.3) Other termination rights:

Either party may, by notice to the other party, immediately terminate the Agreement if the other party:

1. Breaches any material provision of the Agreement and the breach is not remedied within 10 days of the receipt of a notice from the first party requiring it to remedy the breach; or capable of being remedied.
2. Becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of

insolvency action or external administration, or ceases to continue business for any reason.

3. Is unable to perform a material obligation under the Agreement for 30 days or more due to Force Majeure.
4. If the remedies provided under this agreement are exhausted without remedying or settling the IP Claim, Provider may, by notice to the Client, immediately terminate the Agreement.

(12.4) Consequences of termination or expiry

1. Termination or expiry of the Agreement does not affect either party's rights and obligations that accrued before that termination or expiry.
2. On termination or expiry of the Agreement, the Client must pay all Fees for Services provided prior to that termination or expiry.
3. Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination or expiry of the Agreement, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party (name party)'s possession or control.
4. At any time prior to one month after the date of termination or expiry, the Client may request a copy of any Data stored using the SaaS Service, provided that the Client pays Provider's reasonable costs of providing that copy
5. At any time prior to one month after the date of termination or expiry, the Client may request deletion of the Data stored using the SaaS Service, in which case Provider must use reasonable efforts to promptly delete that Data and confirm to the Client.

(12.5) Suspending access:

Without limiting any other right or remedy available to Provider, Provider may restrict or suspend the Client's access to the SaaS Service where the Client (including any of its personnel) with due notice refer to clause 12.6:

1. Undermines, or attempts to undermine, the security or integrity of the SaaS Service or any Underlying Systems.
2. Uses, or attempts to use, the SaaS Service for improper purposes; or in a manner, other than for normal operational purposes, that materially reduces the operational performance of the SaaS Service.
3. Has otherwise materially breached the Agreement (in Provider's reasonable opinion).

(12.6) Notice:

Provider must notify the Client where it restricts or suspends the Client's access under clause (12.5)

13. Disputes

(13.1) Good faith negotiations:

Before taking any Court action, a party must use best efforts to resolve any dispute under, or in connection with, the Agreement through good faith negotiations.

(13.2) Obligations continue:

Each party must, to the extent possible, continue to perform its obligations under the Agreement even if there is a dispute.

(13.3) Right to seek relief:

This clause 11 does not affect either party's right to seek urgent interlocutory and/or injunctive relief.

(13.4) Dispute Resolution:

Any dispute or difference whatsoever arising between parties out of or relating to the construction, meaning or operation or effect of this Agreement shall be resolved amicably. The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of the Parties, then each Party shall nominate a Person with respectable professional standing and unimpeachable conduct as its representative. These representatives shall, within 30 (thirty) days of a written request by either Party to call such a meeting, meet in person and shall attempt in good faith to resolve the dispute.

Upon the Parties being unable to appoint the representatives as aforesaid, or if the disputes cannot be resolved by such persons in such meeting as aforesaid, in such event, the disputes or differences shall be submitted to final and binding arbitration at the request of either of the Parties upon written notice to that effect to the other. This will be settled by Arbitration of Sole Arbitrator to be appointment by the Parties. All proceedings under such Arbitration shall be held in Delhi and would be in accordance with the provisions of the Arbitration and Conciliation Act and any statutory modifications or re-enactment's thereof.

14. General Obligations

(14.1) Force Majeure:

Neither party is liable to the other for any failure to perform its obligations under the Agreement to the extent caused by Force Majeure, provided that the affected party:

1. Immediately notifies the other party and provides full information about the Force Majeure;
2. Uses best efforts to overcome the Force Majeure; and
3. Continues to perform its obligations to the extent practicable.

(14.2) Rights of third parties:

No person other than Provider and the Client has any right to a benefit under, or to enforce, the Agreement.

(14.3) Waiver:

To waive a right under the Agreement, that waiver must be in writing and signed by the waiving party.

(14.4) Independent contractor:

The Provider is an independent contractor of the Client, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under the Agreement.

(14.5) Notices:

A notice given by a party under the Agreement must be delivered to the other party via email using the email address set out in the Key Details or otherwise notified by the other party for this purpose. If the notice is a notice of termination, a copy of that email must be immediately delivered (by hand or courier) to the Chief Executive or equivalent officer of the other party at the other party's last known physical address.

(14.6) Severability:

Any illegality, unenforceable or invalidity of a provision of the Agreement does not affect the legality, enforce-ability or validity of the remaining provisions of the Agreement.

(14.7) Variation:

Any variation to the Agreement must be in writing and signed by both parties.

(14.8) Entire agreement:

The Agreement sets out everything agreed by the parties relating to the Services, and supersedes and cancels anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the subject matter of the Agreement that is not expressly set out in the Agreement, and no such representation, warranty or agreement has any effect from the Start Date.

(14.9) Change Control

Any change of control of the Client is deemed to be an assignment for which Provider's prior written consent is required. In this clause change of control means any transfer of shares or other arrangement affecting the Client or any member of its group which results in a change in the effective control of the Client.

(14.10) Law:

The Agreement is governed by, and must be interpreted in accordance with, the laws of the Republic of India. Each party submits to the non-exclusive jurisdiction of the Courts of Delhi in relation to any dispute connected with the Agreement.

(14.11) Counterparts:

The Agreement may be signed in counterparts, each of which constitutes an original and all of which constitute the same agreement. A party may enter the Agreement by signing and emailing a counterpart copy to the other party.

Annexure 1 - Service Features

Product A - eLite Student Information System (eLite SIS) - VIP Plan

1. School Management
2. Class Management
3. Admission Management
 - 3.1. Admission enquiry
 - 3.2. Admission form
 - 3.3. Convert inquiry info confirmation
 - 3.4. Direct link with student management
 - 3.5. Configurable with website for online admissions
4. Student Management
 - 4.1. Complete profile with photographs
 - 4.2. Family and guardian details
 - 4.3. Facility for uploading documents
 - 4.4. Data import & Bulk upload facility
 - 4.5. Auto roll number generation
 - 4.6. Inbuilt ID card
 - 4.7. Well designed reports
 - 4.8. Custom search reports
5. Attendance Management
 - 5.1. Subject wise attendance
 - 5.2. Day wise / repeat attendance
 - 5.3. Quick attendance
 - 5.4. Daily / Monthly / Yearly attendance reports
 - 5.5. Cumulative attendance
 - 5.6. Percentage attendance
6. Fee Management
 - 6.1. Advanced fee setup for multiple fee category with deposit
 - 6.2. Student wise concession / addition
 - 6.3. Auto fee receipt generation
 - 6.4. Mapping with account
 - 6.5. Comprehensive reports
7. Human Resource
 - 7.1. Manage employee from recruitment
 - 7.2. Store basic, personal, job, statutory & communication detail
8. Certificates
 - 8.1. Leaving certificate
 - 8.2. Bonafide certificate
 - 8.3. Transfer certificate
 - 8.4. Character certificate
9. Academics
 - 9.1. Assign homework
 - 9.2. Organize lesson plan
 - 9.3. Syllabus scheduling
 - 9.4. Update completed lesson

10. Event and Activity Management
 - 10.1. School calendar
 - 10.2. Upcoming event / activities

Product B - eSIS Online Enablement Kit

1. Video Class Management System
2. Audio Class Management System

Product C - eLite Online Examination

1. 40 examination per student per year

Product D - eLite Unified Payment Portal (eUPP)

1. Integrated Fee Payment System

Product E - eUPP Directory Service

1. Listing with premium directory

Product F - eUPP Admission Service

1. Online Admission Management
2. Integrated with Fee Payment System

Product G - SIS Learn

1. SIS Learn Basic

Product H - eLite Query Readdressal System (eQuaze)

1. Grievance Management System
 - 1.1. Discussion
 - 1.2. Query
 - 1.3. Circulars / Digital Notice Board

Product I - Social Media Marketing (SMM)

1. School promotion - 15 posts
2. Admission promotion - 20 posts
3. Whatsapp promotion (from School Business Account) - 200

Annexure 2 - Implementation Schedule

Standard implementation schedule of 6 weeks will be shared by the company to the client.

Annexure 3 - Termination Clauses

1. This Agreement shall become effective on the Effective Date and shall remain in full force for an initial lock-in period of THREE (3) years and shall be renewed automatically for a period of THREE (3) years every time unless either Party delivers to the other Party a written notice of non-renewal 90 days in advance before expiry of the Term or successive Term, as the case may be.
2. Either Party can terminate this Agreement for any reason whatsoever by providing advance notice of 90 days in writing.
3. Either Party may at its discretion terminate this Agreement with 7 days written notice, if the non-terminating Party is subject to any action or proceedings, whether administrative or judicial in respect of insolvency, winding up, dissolution or bankruptcy.
4. Upon termination of the Agreement, the CLIENT shall continue to be liable to provider for all amounts processed under this Agreement including but not limited to dues arising due to disputes, refund, penalties, or any other charges as may be applicable to CLIENT on the date of Termination.
5. Penalty Calculation Formula = (No of students) x (Unit Cost per Student per year) x (No of remaining years) x (40%).
6. If the school decides to terminate the agreement before end of the lock-in period then an amount equal to the value based on Penalty Calculation Formula at point no. 5 will be paid by the client to the company as compensation.

Annexure 4 - Fee & Payment Terms

This program is a special program that helps schools get on the bandwagon of the digital journey and restart their operations using the digital outreach to the students and the parents.

Following are the financial terms applicable for this program for the duration of the program following all clauses of this agreement

1. Total financial liability on the school is INR ZERO (0) under the following conditions
 1. School passes the verification criteria laid out by the PROVIDER
 2. School submits all the relevant information to the PROVIDER
2. School agrees that they will collect their fee payments using the platform www.eupp.in and not any other mechanism and agree to adhere to the Special Terms and Conditions mentioned in the agreement
3. PROVIDER will charge an annual fee of ₹800 plus GST from the students that will log in to the system for the first time of the fee for that year. This fee will be charged by Connexrm directly from the portal under the head "Technology Enablement Fee" in the receipt provided under the name of school

Annexure 5 - Special Terms and Conditions

These terms and conditions are in addition to the original agreement and forms an integral part of the agreement. By signing this agreement, the customer / school agrees to abide by all the terms mentioned below and not deviate from the spirit of the program.

Special Terms and Conditions

1. Participating School needs to ensure that all Students are paying through the Portal <https://www.eupp.in> to avoid any slippage in the program terms
2. School will not encourage or support any cash payment of Fee at their own counters
3. In case school accepts the fee in cash, they will have to pay Connexrm a fee of ₹800 plus a breach of agreement fee of 25% plus GST using the same mentioned platform against the admission id of the student for the records to be maintained
4. Fee charged by eUPP will be yearly and will be collected first time the student / parent / fee uses the system to pay the fee every year
5. School has to submit the list of students with admission id and their registered mobile numbers with the platform to enable fee management in transparent terms
6. Connexrm may force for an account audit of the school to ensure that there is no breach in the agreement should that information is not provided by the school in timely manner to Connexrm
7. School will need to maintain all fee accounting data with Connexrm systems to ensure reconciliation is performed in a transparent manner
8. Failure to comply with the Point 2 and 3 would invite legal actions to be initiated for the school for the recovery of the dues to Connexrm.
9. In the unlikely event of a breach of the agreement by the School, Connexrm would stop all the services with immediate effect and would not be liable for further activities of the school in any condition