

SPANEOS SOFTWARE SOLUTIONS



കേരളം കേരള KERALA LICENSE AGREEMENT B 991391

This License Agreement (hereinafter referred to as the 'Agreement') is made and executed on 13th April 2018.

BY AND BETWEEN

Heraizen Technologies Pvt Ltd, a Company registered under the Companies Act, 1956 having its registered office at #319, 10th Cross, 5th Main, Vijaya Bank Layout, Bilekahalli, Bangalore - 560076, hereafter referred to as "Service Provider" (which expression shall unless repugnant to the context include its successors, administrators and permitted assigns) of the First Part

AND

Vimal Jyothi Engineering College having its registered office at Jyothi Nagar, Chemperi (PO), Kannur - 670632 Kerala, INDIA, duly represented by its Manager, Fr. Dr. Thomas Melvettath, hereinafter referred to as "Customer" (which expression shall unless repugnant to the subject or context mean and include its successors and permitted assigns) of the Second Part

(Both the Service Provider and the Customer shall be independently called as 'Party' and jointly as 'Parties')

C. S. Moll

Fr. Dr. Thomas Melvettath
MANAGER

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VIMAL JYOTHI ENGINEERING COLLEGE
CHEMPERI - 670632,
KANNUR DIST



PREAMBLE

- A. WHEREAS Service Provider is the owner of a cloud-based Digital Transformation System, hereinafter referred to as "DTS".
- B. WHEREAS Customer operates educational institutions in field of engineering in India.
- C. WHEREAS Customer seeks to procure a license from the Service Provider for the commercial use of DTS in accordance with the terms of this Agreement and the conditions imposed herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND COVENANTS, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES ON THE FOLLOWING TERMS AND CONDITIONS:

ARTICLE 1 DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning set forth below:

- 1.1 "Agreement" shall mean this agreement and appendix and any amendments as may hereafter be agreed upon in writing by the Parties.
- 1.2 "DTS" shall mean the cloud-based Digital Transformation System owned by Service Provider.
- 1.3 "Operational Site" shall mean any Customer's business facility or location where DTS is used as part of daily operations
- 1.4 "Initiation Date" shall mean the start date of this agreement
- 1.5 "Implementation Date" shall mean the date of "go-live" for an Operational Site, or as mutually agreed.

C. S. Moll
honor 9N

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Fr. Dr. Thomas Melvettath