

Service Level Agreement

Your Client Service Agreement with NagaEd

SERVICE LEVEL AGREEMENT

This Service Level Agreement (hereinafter referred to as the “**Agreement**”) is entered by and between

- Naga Education Private Limited, a private limited company incorporated and existing under the Laws of India bearing CIN No. U80904NL2020PTC013550 and having its registered office at Healing Garden H/NO-455 Ward 9 Medziphema Dimapur Dimapur NL 797106 IN (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest, legal representatives and permitted assigns) of the **FIRST PART**;

AND

- The “**Client**”, as detailed further in **Schedule I** (hereinafter referred to as “**Client**” or “**Institution**”, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to include its successors, and permitted assigns), of the **SECOND PART**.

The Company and the Client shall hereinafter collectively be referred to as “**Parties**” and individually as “**Party**”, wherever the context so permits.

WHEREAS

- A. The Company is, *inter alia*, engaged in the business of providing teaching and learning solutions to students, teachers and institutions in rural and remote areas seeking a digitally enabled educational experience. (“**Business**”).
- B. The Client is a private educational institution.
- C. The Client is desirous of engaging the Company and the Company has agreed to provide the services as set out in Clause 1 read with **Schedule II** (“**Service**”) in accordance with the terms and conditions as set out in this Agreement and in consequence of which, the Parties are now entering into this Agreement to record the terms, conditions, agreement and other matters in connection therewith.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH IS ACKNOWLEDGED, IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AND THIS AGREEMENT WITNESSETH AS UNDER:

1. ENGAGEMENT AND SCOPE OF SERVICES

- 1.1. The purpose of the engagement contemplated in this Agreement is to provide a digitally enabled platform with content to the students of the Institution (“**Students**”). Subject to the terms of this Agreement, the Company has represented to the Client that it has the skill, knowledge and expertise to provide the Services to the Client and based on the representations and warranties provided by the Company in this

Agreement, has agreed to avail the Services as set out in Schedule I of this Agreement in consideration of the Fees (*as defined below*).

- 1.2. The Company shall grant the Client a limited, non-exclusive, non-transferable license to view and access the customized learning management system (“LMS”), solely for educational purposes. The educators of the Institution shall also create audio, video and textual content (“User Content”) and upload such User Content on the LMS.

2. FEES

- 2.1 In consideration of the Services rendered by the Company to the Client in accordance with the terms of this Agreement, the Client shall pay to the Company such fees as more elaborately set out in Schedule II (“Fees”).
- 2.2 The Company shall raise an invoice for a one-time Implementation (*as defined hereinbelow*) fee to the Client of the full payment of the Fees and such invoice shall include, *inter alia*, (a) unique invoice number; and; (b) amount payable; and (c) invoice date (“Invoice”). The Client shall make the full payment of the Fees to the Company within 7 (seven) days from the date of receipt of the Invoice.
- 2.3 The Fees are exclusive of all taxes payable on the Services and any additional Government duties and taxes, as may be applicable.
- 2.4 In the event the Client fails to pay to the Company the amounts due to it for the Services provided by the Company, the Company shall levy an interest of 8% (eight percent) per annum on the outstanding Fees, from the due date of payment as stated in Clause 2.2, till such time that the Client makes entire payment towards the Invoice.

3. COVENANTS

3.1. Covenants of the Client

- 3.1.1. The Client undertakes to provide detailed and accurate information as required by the Company from time to time for the Implementation of the LMS.
- 3.1.2. The Client shall provide full support and extend full cooperation to enable the Company to render its Services and perform its obligations hereunder.
- 3.1.3. The Client shall abide by the obligations under this Agreement.
- 3.1.4. The Client shall make timely payment of the Fees, upon receipt of the Invoice in a manner as set out in Clause 2 above.
- 3.1.5. The Company shall provide the Client, a limited license to use the LMS and access the audio, video and textual content (“Content”) on the LMS provided by the Company. However, the Client shall not transfer, resell, reverse engineer any Content provided on the LMS.

3.2. Covenants of the Company

- 3.2.1. The Company hereby undertakes that it shall use competent personnel with requisite skills, training and experience to provide the Services under this Agreement.
- 3.2.2. The Company shall maintain adequate staffing to provide Services in a prompt manner and to timely and responsively resolve any issues or queries raised by the Client from time to time.
- 3.2.3. The data and information being generated and transmitted on the LMS shall be adequately backed up and warehoused applying prudent standards of data backup and recovery standards applicable to similar digital platforms.
- 3.2.4. In the event of any queries raised by the Client, the Company shall address them within 48 (Forty Eight) hours from the time the query is raised.

4. REPRESENTATION AND WARRANTIES

Each Party represents, warrants and covenants that the execution, delivery and performance by it of this Agreement:

- 4.1 have been duly authorized by all necessary corporate action under its organizational documents;
- 4.2 require no action by or in respect of or filing with, any governmental body, agency or official;
- 4.3 does not contravene, or constitute a default under, any provision of applicable law or regulation or of the organizational documents of such Party or of any agreement, judgment, injunction, order, decree or other instrument binding upon such Party;
- 4.4 there is no litigation, actions, claim, dispute or proceeding pending or threatened, which if decided adversely against it would interfere with the performance of this Agreement; and
- 4.5 It is duly formed and is validly existing under the laws of India and has all requisite licenses, permits, power and authority, to operate and carry on its business.

5. CONFIDENTIALITY

- 5.1 Any and all Confidential Information (*as defined herein*) disclosed by either Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) shall be treated by the Receiving Party and by its directors, officers, agents, employees and representatives (as may be relevant), as confidential and shall be maintained by the Receiving Party and by its directors, officers, agents, employees and representatives (as may be relevant) in confidence and shall not be disclosed to anyone other than in accordance with the terms and conditions of this Agreement. In any event, the Receiving Party shall be responsible for any breach of this Clause 5 by any of its and by its directors, officers, agents, employees and representatives (as may be relevant).

- 5.2 For the purpose of this Agreement, the term “Confidential Information”,
- 5.2.1. shall mean and include:
- (i) any information disclosed by the Disclosing Party to the Receiving Party and/or its directors, officers, agents, employees and representatives, (including information disclosed prior to the execution of this Agreement), either directly or indirectly, in writing, orally, electronic or other tangible form, including, without limitation, technical and business information, audio and video and written content, intellectual property rights, computer techniques, methodologies, designs, processes, ideas, formulae, software programs, object codes, source codes, systems, engineering and laboratory notebooks, reports, process data, test data, performance data, trade secrets, inventions, know-how, business strategies, drawings, financial information, information pertaining to any work and/or assignment and/or project undertaken by the Disclosing Party for its clients and/or customers and/or potential customers, any information, presentation, research carried out by the Disclosing Party, all information pertaining to clients and/or customers of the Disclosing Party and/or potential customers of the Disclosing Party (if applicable) which may have been developed by the Disclosing Party and/or provided to the Disclosing Party by its clients, relating to its business, consultants, statutory authorities and/or government departments and other commercially valuable information, whether partially or as a whole, of whatever description and any documentation, marketing strategies, business policies or practices, of the Disclosing Party, and its proprietary information or any other information which is designated as “confidential”, “proprietary” or some similar designation; and
 - (ii) information of a third party that may be either in possession of and/or use by the Disclosing Party and is disclosed to the Receiving Party and its representatives during the term of this Agreement.
- 5.3 Notwithstanding anything contained herein, the Company may share the Client’s personal information to the third-party service providers solely for providing the Services that the Client has requested to the Company.
- 5.4 The Parties agree that the Company may share the information of the Students of the Institution generated on the LMS with the Institution.
- 5.5 The Parties further agree that the Client may use Confidential Information provided by the Company only for the purpose and in accordance with the provisions of this Agreement.
- 5.6 Confidential Information shall not, however, include any information that:

- 5.6.1 was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party;
- 5.6.2 becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party;
- 5.6.3 is approved for release (and only to the extent so approved) by the Disclosing Party in writing; or
- 5.6.4 is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

5.7 **The Client hereby represents, warrants and covenants that:**

- 5.7.1. it shall not use, reproduce, transform or store any of the Confidential Information received from the Company in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside its usual place of storage;
- 5.7.2. it shall not duplicate nor use the Confidential Information in any manner, except as informed by the Company;
- 5.7.3. it shall not exploit the Confidential Information for its own benefit or for the benefit of any other person or entity, except as described under this Agreement; and
- 5.7.4. it shall not reverse engineer, disassemble or decompile or decrypt the Company's data or any software or other tangible objects that constitute Confidential Information provided by the Company under this Agreement.

5.8 The obligations of the Parties under this Clause shall survive the expiration or prior termination of this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All the Intellectual Property (*as defined hereinbelow*) already developed and/or owned by each Party shall continue to vest with the concerned Party.
- 6.2. The Client shall not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any Content the company has produced unless the Company gives the Client explicit permission to do so in a written agreement signed by the Company's authorized representative.
- 6.3. The Client shall not and shall ensure that their representatives and the users of the LMS shall not reverse engineer, disassemble or decompile or decrypt the Intellectual Property of the Company that the Client may have access to.

- 6.4. The Client shall use the same methods and degree of care to prevent misuse or disclosure of the Company's Intellectual Property as it uses to prevent misuse or disclosure of their own Intellectual Property.
- 6.5. The Client and/or its representatives shall not commercialize the Company's Intellectual Property that they may have access to.
- 6.6. The Parties recognize that all third-party Intellectual Property rights are the exclusive property of their respective owners.
- 6.7. For the purpose of this Clause, "**Intellectual Property**" shall mean any patent, copyright, trademark, trade name, service mark, service name, brand mark, brand name, logo, corporate name, domain name, industrial design, any registrations and pending applications thereof, any work of art, design, any other intellectual property right (including without limitation any know-how, trade secret, trade right, formula, computer program, software, database and data right) and any goodwill associated with the business."

7. NON-SOLICITATION

The Parties shall not, during the Term, and for a period of 2 (Two) years thereafter, directly or indirectly, solicit, engage, employ or attempt to employ or engage or offer any employment either directly or indirectly, to an employee, consultant, vendor, contractor of the other Party. Either Party may waive compliance with such restriction upon a written request by the other Party in relation to the employee(s) proposed to be appointed by the Client, from time to time.

8. EXCLUSIVITY

The Parties agree that the nature of engagement contemplated under this Agreement shall be exclusive. Provided that, the Company shall be free to enter into similar arrangements as contemplated in this Agreement with any other company or individual to further their respective commercial interests, as it may deem fit.

9. PUBLICITY

The Parties hereby agree that the Company shall publish the Client's trademark or tradename and logo for the purpose of advertising, sales promotions or other publicity requirements. The use of the trademark, trade name and logo of the Client by the Company in accordance with this Agreement shall not constitute a breach of any terms of this Agreement and/ or of applicable law.

10. INDEMNIFICATION

The Client agrees and acknowledges that it shall indemnify, defend and keep the Company fully indemnified and hold harmless and adequately compensate the Company against any loss, damage, expense suffered or incurred by the Company (including need to defend any actions, suits and proceedings by the Company due to any third-party claims and/or initiated by any governmental bodies/municipal authorities) due to breach of any of the terms and conditions of the Agreement by the Client, its staff, employees, agents and representatives.

11. LIMITATION OF LIABILITY

The Content is developed on the concepts covered in the structured curriculum syllabus prescribed for Students and otherwise. The usage of the Services is not endorsed as a substitution to the curriculum-based education provided by the Institutions but is intended to supplement the same by explaining and presenting the concepts in a manner enabling easy understanding for the Students. The basic definitions and formulae of the subject matter would remain the same. The Content in the LMS does not in any manner guarantee admission to any educational institutions or passing of any exams or achievement of any specified percentage of marks in any examinations and the Company shall not be held responsible for any liabilities arising out of or in connection with the Services in this regard.

12. TERMINATION, RENEWAL AND CONSEQUENCES OF TERMINATION

- 12.1. This Agreement shall commence on the Effective Date and shall be valid till the end of the billing cycle set out in Sr. 2 of Schedule III or until terminated by the Parties mutually in the manner as set out in this Clause 12, whichever is earlier (“**Term**”).
- 12.2. Either Party shall be entitled to terminate the Agreement with prior written notice of 60 (sixty) days to the other Party.
- 12.3. The Agreement shall be renewed, in writing with the mutual consent of both the Parties upon expiry of the Term. The Parties acknowledge that in the event the Agreement is renewed, the Subscription Fees shall be subject to such modifications as the Company may deem fit at its sole discretion.
- 12.4. In the event the Client fails to pay the entire Fees within 15 (fifteen) days from the receipt of the Invoice, the Company shall have the right to terminate this Agreement forthwith.
- 12.5. **Consequences of Termination**
 - 12.5.1. On termination of this Agreement, by either of the Parties, the Parties shall undertake reconciliation of the accounts within a period of 7 (seven) days from the date of termination and any amounts due to the Company by the Client from the Fees shall be settled within a period of 7 (seven) days from the completion of reconciliation. It is hereby clarified that the Company shall not provide a refund of the Fees in the event of termination of this Agreement.
 - 12.5.2. In the event the Client fails to pay to the Company the amounts due to it for the Services provided by the Company, the Company shall levy an interest of 8% (eight percent) per annum on the outstanding Fees, from the due date of payment as stated in Clause 12.5.2, till such time that the Client makes entire payment towards the Invoice.

13. DISPUTE RESOLUTION

- 13.1. **Governing Law:** This Agreement and its performance shall be governed by, and construed in all respects, in accordance with the Laws of the Republic of India.
- 13.2. **Jurisdiction of courts:** Subject to the provisions of Clause 13.3 (below), the Courts of Nagaland, India shall have exclusive jurisdiction over any matters that are ancillary to the maintenance, prosecution, and support of the arbitration proceedings mandated hereby, and the Parties hereby submit to the jurisdiction of the said courts for such matters.
- 13.3. Any dispute, controversy, claims or disagreement of any kind whatsoever between the Parties in connection with or arising out of this Agreement shall be referred for arbitration, to a sole arbitrator (jointly appointed by both parties), through arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat and venue of such arbitration shall be Nagaland. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the Parties.
- 13.4. The Parties shall have the right to apply to a court of competent jurisdiction in Nagaland, to obtain interim injunctive relief in respect of any dispute, pending resolution of such dispute in accordance with this Clause.

14. MISCELLANEOUS

- 14.1 **Notices:** All notices must be written and will have been given (a) when delivered by hand, (b) on the next business day, if delivered by a recognized overnight courier, (c) on the third business day if mailed (by certified or registered mail, return receipt requested) or (d) upon confirmed facsimile transmission to the following addresses or email address:
- 14.1.1 If to the Client, as set out in Schedule I
- 14.1.2 If to the Naga Education Private Limited
- (i) Attention: Shiroy Lily Shaiza
- (ii) Address: C C School, Mission Road, Kohima, Nagaland 797001
- (iii) Email: shiroy@nagaed.com
- 14.2 **Survival:** The provisions of Clause 5, Clause 6, Clause 7, Clause 13, Clause 14.1 and this Clause 14.2 shall survive the termination of this Agreement.
- 14.3 **Waiver:** No delay or failure by a Party in exercising any right, power or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

- 14.4 **Force Majeure:** Company's failure to satisfactorily perform its obligations under this Agreement as a result of conditions beyond its control such as, but not limited to, natural disasters, war, strikes, fires, floods, "Act of God", or damage and destruction of infrastructure, shall not be deemed a breach of this Agreement. If either party is delayed or prevented from performing due to a cause beyond its reasonable control, including without limitation, strike, labour or civil unrest or dispute, embargo, blockage, work stoppage, protest, or Acts of God, the delay will be excused during the continuance of the delay and the period of performance will be extended as reasonable after the cause of delay is removed.
- 14.5 **Severability:** If any provision of this Agreement is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of this Agreement and application of such provision to other persons or circumstances will not be affected.
- 14.6 **Assignment and Successors:** Neither Party may assign this Agreement without the other party's prior written consent, except that Company may assign the Agreement without consent to an entity controlling Company, in common control with Company or controlled by Company.

[Signature page for NagaEd Digital Copy]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the day and year first above written.

For and on behalf of Naga Education Private Limited



(Authorised Signatory) Name:

Shiroi Lily Shaiza Title: Co-
Founder

For and on behalf of Christian Institute of Health Sciences and Research


(Authorised Signatory)

Name: Dr. Sedevi Angami

Title: Director, Cihsr

SCHEDULE I

Effective date of Agreement:		
Details of the Institution	Institution Name	Christian Institute of Health Sciences and Research
	Email	
	Website	
	Street Address	
	City	
	State	
	Post Code	
	Country/Region	
Details of the Authorised Signatory/ Legal Representative	First Name	
	Last Name	
	Job Title	
	Email	
	Phone No.	