MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is entered into as of the date last signed below ("Effective Date"), between VRIDDHI Software Solutions Pvt. Ltd. and assigns ("Party1") and the counterparty/receiving party below named including its assigns ("Party2"). Company/trust and Counterparty are individually referred as a "Party" or collectively as "Parties".

1. **Purpose:** Party1 will provide VRIDDHI CAMPUS ERP Software + VRIDDHI Online Portal and assigns ("VRIDDHI Software") to Party 2 those are agreed following Terms & Conditions.
2. **VRIDDHI ERP Software** and/or **VRIDDHI E.R.P. Software** means VRIDDHI college management software consist of VRIDDHI software Campus Version (commonly known as Offline Version) and VRIDDHI software Online Portal, either used as collective /combined/synchronized part (commonly known as hybrid system) or independent/ separate version herein and after referred as software for the purpose of this agreement and quotation.
3. **VRIDDHI Online Portal** is assigned on Software as a Service basis on the basis of per year per student basis as mentioned in quotation. However **VRIDDHI CAMPUS ERP Software** is supplied to use its features and utilities incorporated within, at the time of supply. The code and reports and software logic are specifically designed and the ownership of the said remain as an intellectual property of VRIDDHI Software Solutions Pvt. Ltd.
4. **VRIDHHI Software Solutions Pvt. Ltd.** is liable to provide updates and services to those who is ready to pay Annual Maintenance Charges or Annual Service Charges (to be mentioned as AMC as an abbreviation in quotation for the said) . However nonpayment of such charges will lead to not providing such services.
5. **Confidential Information:** means all the information related to quotation, price of the software, logic of the software, reports produced or printed or available through the software, combinations of filters and columns used in reports of the, code of the software and display and menu of the software, database structure of the software, field name, field types used in the database, information stored in database are treated as confidential Information of the software.
6. **Non-disclosure:** The Receiving Party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship. Receiving Party agrees not to disclose any Confidential Information to third parties or to its personnel (except to those of its or its affiliates, personnel, directors, advisors who need to know such information concerning the purpose). The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which symbolize disclosing Confidential Information and which are provided to the Receiving Party hereunder.
7. **Maintenance of Confidentiality Information:** The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid unauthorized disclosure and use of the Confidential Information and shall take at least those measures that Receiving Party takes to protect its own Confidential Information and shall ensure that its or its affiliates, employees, directors, contractors, advisors, who need to have access to Confidential Information sign or have signed a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such personnel and Receiving Party as the principal party shall be responsible and held liable for breach of confidentiality of any of the Confidential Information

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by such personnel. The Receiving Party shall not make copies of Confidential Information unless the same are reasonably necessary and not against in the interest of VRIDDHI Software Solutions Pvt .Ltd.

8. **Violation:** Disclosing the confidential information as mentioned in clause 6 or any act which is meant for copying/sharing confidential information either to/with third party (party not involved into this agreement) or to the personnel either involved directly or indirectly connected with receiving party for the purpose of copying or in the interest not related to VRIDDHI software and if such act is against the interest of VRIDDHI Software Solutions Pvt. Ltd. is treated as violation of the term non-disclosure of the information and treated as sharing confidential information, which is not allowed and entitled for legal action. The jurisdiction for such legal consequences is Honorable Court at Malegaon tehsil in Nashik District.
9. **No Obligation:** Nothing herein shall obligate either Party to proceed with any transaction between them nor to disclose the Confidential Information, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. This Agreement shall not create any partnership or other binding business relationship between the Parties.
10. **No Warranty:** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
11. **No License:** Nothing in this Agreement is intended to grant any rights to party no.2 under any intellectual property rights, mask work rights of Company, nor shall this Agreement grant Receiving Party any rights in or to Confidential Information, except as expressly set forth herein.
12. **Term:** The term of this Agreement shall be three (3) years from the Effective Date.
13. **Remedies:** The Receiving Party agrees that any violation of this Agreement will cause irreparable injury to the VRIDDHI Software Solutions Pvt .Ltd, entitling the VRIDDHI Software Solutions Pvt. Ltd. to obtain injunctive relief in addition to all legal remedies.
14. **Miscellaneous:** This Agreement shall be governed by the laws of India without reference to conflict of laws principles and shall be subject to jurisdiction of courts in Malegaon, India. This document contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments/ understanding in this regard. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. This Agreement may be executed in several counterparts (physical or electronic form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Definitions:

15. Life time:- Means 10 years from date of entering into agreement /or date of purchase/work order whichever is entered at first time or date of installation, whichever is earlier .
16. VRIDDHI CAMPUS ERP Software:- Means an integrated campus management software having various modules and features like VRIDDHI Administration, Student Module, Employee Module, Library Module, OPAC. Those are well described on www.vriddhisoftware.com
17. VRIDDHI Online System: - Means a dynamic portal / web site which designed for capturing data of all stakeholders of the educational institutions and provide various feature and analytical information for Student, Parent, Employee of the Institutions , Principal and Stakeholders.

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SOFTWARE OF VRIDDHI

This Non-disclosure agreement is executed between

VRIDDHI software solutions Pvt. Ltd. is Company registered under company registration ACT carrying business of software development, training and computers sales and services, having registered office at 80 A, D amji Shamji Trade Center, Opposite Best Depo, Station Road, Vidyavihar (W), Mumbai- 400086. Mrs. Neeta Upendra Lad, Age 51 R/O 312/2c Near Sandesh CINEMAX, Malegaon, Dist- Nasik is one of the director of the company and Smt. Vidya Devendra Lad, Age 72 is the another director of the company having authorized Mr. Upendra D. Lad in the capacity of General Power of attorney holder of Mrs. Neeta Upendra Lad and being authorized person to signed this agreement on behalf of the company herein after called as Party No 1.

AND

The Institute / college / trust having name Shri Muktadevi college, and having address at Nidoni, Tal-Parner, Dist Ahmednagar is presently engaged in offering various educational programs in their campus for students herein after called as Party No 2 as receiving party. The name party no 2 is to be considered as per purchase/installation order

Background:-

It is understood that Party No 1 have developed one ERP (Enterprise Resource Planning) application software for day to day work of all types of educational institutions which has trade name **"VRIDDHI Software"** which is designed for office administration of school and college. The VRIDDHI Software (CAMPUS ERP SOFTWARE) is designed to work in offline mode only. For this agreement purpose this VRIDDHI Software (CAMPUS ERP SOFTWARE) (offline) is herein and after known as **"Item Number 1".**

Whereas Party NO 1 have also developed in association with Shri Upendra D.Lad an online application software having trade name **"Vriddhi online System" having URL "vriddhionline.com" and all sub domain associate with this URL** which is designed for effective data capturing, student–teacher-parents interaction and process handling for effective Management of Educational Institutions. This online system is designed to share real time and process data to and from ITEM NUMBER 1. For this agreement purpose this **Vriddhi online System** is known as **"Item Number 2".**

Shri. Upendra Devendra Lad is holding copy rights of both item no 1 and item no 2 and having covered and protected these two items under the intellectual property right act. Mr Lad have taken all efforts to develop the logic, designing , database structure, menu , processed data view , Mr Lad has full knowledge to design and deploy of this item number 1 and 2 as owner of these two products. In any case the ownership of this item no 1 & 2 including database belongs to Mr. Upendra Lad who has authorized VRIDDHI software Solutions Pvt Ltd to distribute item no 1 and 2 to any educational institutions.

"VRIDDHI Software " is a registered under Trade Mark Act 1999 having trademark registered number 2884165. The ownership of this trademark& the copyrights and property right of this software belongs to Shri Upendra D. Lad. Party No 1 is only authorized by

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Upendra D Lad to use/customize and distribute this software. The item number 1 is developed for the colleges offering various educational programs affiliated to Indian Universities. The software delivers output reports matching with the need of Indian University, Local Management Committee / College Development Committee, Examination Department of College and affiliating Universities, Establishment Department (H.R. Management), Finance Department in the college, Academic Section of the College, UGC, Director of Higher Education & Technical Education, Education Department of Jilha Parishad, Director of Samaj Kalyan, Maharashtra State, AICTE, UGC, NCTE, BTE (Board of Technical Education) / DTE(Directorate of Technical Education) & all other Government & semi Government apex bodies and NAAC certifying authority.

The VRIDDHI online system is developed for the colleges / institutions those are intended to use item number 1 and item number 2 simultaneously. With this clear understanding both of the party number 1 and party number 2 are agreed upon to enter into this non-disclosure agreement which is govern by following terms and conditions.

Definitions:-

1) User:- Any person who is using item no 1 & 2 (defined above.)
2) Online System:- The application which is designed and hosted on web server to synchronize information or data with Vriddhi Capus version(offline software)
3) Offline Software:- The application software which is to be used for complete data process for student lyfe cycle management, fee management, library management, payroll , account, hostel management , digital library etc.
4) Item No. 1:- VRIDDHI software also known as Vriddhi offline software also known as Vriddhi Campus ERP (offline) also known as Vriddhi Campus Management System also known as Vriddhi Software (offline) which is working on intranet setup established in college/ institute campus.
5) Item no 2:- it is the application designed and published as portal/website having URL vriddhionline.com also known as vriddhisoftware.com also known as xxxx.vriddhionline.com where xxxx represents subdomain which is abbreviated name of college/institutions.

Terms & Conditions/Definitions:

1. The secrecy of this agreement is the main term and conditions to which both parties must abide and party no 2 is not allowed to share any contain of this non-disclosure agreement without written consent of party no 1.

2. VRIDDHI CAMPUS version (offline) Software which is called as item number 1 which is presently made available by party number 1 as per the price mentioned in quotation/ or at the price mutually agreed upon by both party no 1 & 2. .

3. To calculate number of colleges to be allowed on single license copy, the college having all three faculties like Arts, Science and Commerce together is considered as a one college and the college may have single faculty which will also be considered as a single college. The Junior, Senior, Post Graduate, Under Graduate will be considered as a section of the same college or single unit, provided that they shall be located in same campus. Hence single license is necessary for such setup. However, the college with same name and in different premises will be considered as a separate college. The college in the same premises and affiliated to different

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body/ university is to be considered as a separate college user have to purchase separate license copy for such setup.

4. All copyrights and ownership for the product included in this agreement and the output report format obtained from VRIDDHI CAMPUS version (offline) and VRIDDHI ERP online application along which all output report format and database structure, data , logic , functionality of the software which is known as item no 1 and item no 2 for this agreement is belongs to party number 1 only.

5. Each school/professional college will be considered as a separate institute or separate unit.

6. In a single licensee copy one college or one school will be activated. There is no limitation on number of users or number of students that can be handled by software in a single license copy.

7. AMC per college/per unit/per school will be charged @ Rs.10, 000/-+ GST per year rate is fixed for first 3(three) years which is applicable for campus (off line) version and Rs.5000/-+ GST per year is fixed for first 3 (three) years which is applicable for Elite (Examination) version. These AMC charges are subject to change after every three years.

8. For online admission, message related to Student Registration, OTP, Password and Recovery Password and transaction details through payment gateway are free from VRIDDHI. However, message other than these for example any announcement made by the college, any information message sent by the college, any pending fee related message, any notice information message or etc are chargeable.

9. For sending messages other than mention as a free message in clause 8 above, database of mobile number of party no 2 only will be provided through VRIIDHI software in excel sheet which can be used by PARTY NO 2 to send messages at their own cost and risk.

10. Party no 1 will not share any cell number / email information of stakeholders from other institute / colleges with party no 2.

11. It is must and necessary that while using **Item number 1** , the party number 2 shall make it compulsory that all stakeholders of the institutions for example students, teachers, parents and all administrative staff of the college/institutions shall use **Item number 2** , i.e.; VRIDDHI Online Portal. Party number 2 shall make all necessary efforts to bring both items in used by respective stake holders / users of the institutions.

12. Any feature(s), modification(s) or addition(s) in software which is not available as a feature/utility/menu/report or part of the software at the time of sale and installation and if such feature/utility/menu/report is required by the institution as a special requirement for a particular institute/college/school is chargeable, provided, such modification is not required by any government or statutory authority/body form under government law. However, VRIDDHI software Solutions Pvt. Ltd. reserve the right to accept or to reject such modification or alteration in software if it create software security issue(s) or hampering core programming code and logic of the software.

13. All the update(s) and modification(s) are available to those colleges/institutions that are ready to pay Annual Maintenance Charges or Annual Service Charges as per the terms agreed for.

14. Interruptive or discontinuation in paying charges as mentioned in clause number 13 may lead to denial of any kind services to be provided by VRIDDHI Software Solutions Pvt. Ltd.

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15. Online Support is free. However, onsite visit after initial training and installation is chargeable at the rate of Rs. 1500 to 2000 per engineer per day basis. The college authority must provide free accommodation for the representative visiting the campus during his free onsite visit. If college authority do not provide the accommodation of visiting experts then actual lodging charges must be paid by the college authority immediately at the time completion of onsite call.

16. All the updates which are required as per government instructions or the statutory authority form as per government law are free and are available to those institute/college/school who are in continuation of these agreement by fulfilling condition in clause number 13 and 14 mentioned above.

17. All the financial charges and fees are revised after every three years from the date of installation or as mentioned in the said clause no.

18. The use of item number 2 shall be made available for all students including 1st, 2nd, 3rd & 4th and up to final year students studying in the institutions/colleges. Vriddhi Software Solutions Pvt limited is entitled to collect online convenience changes @ Rs 55/- per annum per student from the students those are registered on item no 2.. These online convenience charges will be collected by party no 2 directly from students using online payment gateway mode or party no 2 will collect these charges from student and will pay the said amount to party no 2 within 15 days from the receipt of bill issued by party no 1. Failing to release the payment will attract the all tax penalties These online convenience charges are subject to change from time to time with mutual concern of both party no. 1 & 2.

19. Party number 1 reserve the rights to change or incorporate any modify in their any of the product as per the need of institutions/college/university/any govt. bodies. Provided that such modification shall not lead to compromise on any data security issue and functionality of the item no 1 & 2.

20. Party number 1 is not responsible for any losses incurred/arise due to unauthorized handling of software, unauthorized handling of database, hardware failure, virus attack, data theft and unauthorized distribution of copies of the software to/by any third party other than original user to whom it is provided for.

21. Party number 1 does not undertake the integrity and data migration in any third-party software or from any software or utility not developed by VRIDDHI Software Solutions Pvt. Ltd. However, VRIDDHI Software Solution Pvt. Ltd. will provide facility to export data in standard format to integrate financial part of the software like Tally. Such integration will be provided to ease the audit operation of the institution only. However party number 1 does not take any responsibility to provide or to arrange or to design any such utility.

22. Party Number 2 shall make necessary customization in their tally software/ accounting software in order to import the data from item number 1.

23. Library Data Conversion from any third party software into VRIDDHI is not included in the software cost. Charges for the conversion, if any, will be discussed on the basis of volume of data and type of data. For data conversion, data is to be provided as per our specific format design by VRIDDHI Software Solutions Pvt. Ltd. We do not undertake grammatical correction and punctuation corrections in the data. For Devanagari font, such data must be provided in 'Unicode' format. After conversion of third party data in VRIDDHI college has to verify the records and make necessary corrections and updates, if any.

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24. The client systems on LAN must be in good condition with proper installation of windows and good antivirus, the network should be virus free. Server should have proper power backup and data backup facility with good speed of internet to avail our frequent update.

25. Hardware setup must be kept ready as per the Annexure provided with quotation which is part of this agreement and the Annexure is supplied to you along with our quotation/offer.

26. Onsite training of maximum 3 days will be provided whenever the software is activated for the 1st time. All the expenses which may arise during this onsite visit such as traveling, staying, food must be paid by party number 2.

27. After completion of installation and training all further/future support and customization will be provided by party number 1 through online mode. However, if party number 2 need additional onsite visit of technical staff of party number 1, all expenses which may arise for such onsite visit of technical staff, is to be paid by party number 2 only as mentioned in clause no 15 of this agreement..

28. If party number 2 is willing to use online fee collection / payment mode facilities, party number 1 will provide such online payment gateway for party number 2. Since party number 1 have already standardized and tested their online portal with payment gateway provided by ATOM Technology, the same gateway must be used by party number 2.

29. To activate online fee collection mode, party number 2 must sign the letter on official letter head the format of this letter is enclosed with this agreement as Annexure which is part of this agreement.

30. VRIDDHI Software Solution Pvt. Ltd. will provide such gateway integration for free. However, banking charges as per RBI/Bank rule and tax(s) (if applicable) on each online transaction is to be paid by the student.

31. Party Number 2 have to pay all taxes as and when applicable and payable.

32. Any penalty or fine payable to government for nonpayment or delayed payment of bill amount, which is issue by party no 1, is to be paid by party no 2 only.

33. Party number 2 will use payment gateway which is tested and suggested by party number 1 in order to collect fee from students through online payment mode.

34. The transactional bank charges for online fee/payment deposition are applicable for each student as per RBI guidelines and/or as per the terms agreed between college authority and the payment gateway service provider. The students have to bear these banking charges.

35. It is the sole responsibility of party no 2 that he/his representative shall not any third party or software vendor to copy any output report format by any of the unauthorized party or other software vendor who is carrying the same business of educational ERP software. If any such copying activity is noticed by party no 1, such act will attract legal proceedings against party no 2 and the software vendor jointly under intellectual property law and copyright act.

36. Violation to any condition in this agreement and in the quotation submitted with purchaser governs right to VRIDDHI Software Solution Pvt. Ltd. to terminate this contract and refusal of any services and will disallow the use of Item No 1 and Item No.2 to Party no.2 as mentioned above.

37. The Trust/Institute/College is not permitted/allowed to copy the features of item number 1 & 2, menu name provided in item number 1 & 2, sequence of menu, output report format obtained

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from item number 1 & 2, data base structure of item number 1 & 2 , text , labels and words of item number 1 & 2. If party number 2 act in any way to create/ design new software which will produce out puts matching with output produced by item number 1 & 2, such an act will attract violation of copyright act and will attract legal prosecution against such party involved in copying or creating duplicate software which is having similar feature and working style and producing output reports and printouts which are matching with output produced and rearranging titles or columns and rows and changing/using matched text with same meaning and logic(s) and obtaining the reports or printout by item number 1 & 2. Jurisdiction of such legal prosecution will be Malegaon only.

38. Item number 1 & 2 are given to the party number 2 to use but the ownership and copyright of such products remains with Party number 1 only.

39. The agreement is read and executed between both the parties and witnesses with clear understanding of all term and conditions and signed as below.

40. Unless notifies the company in writing within 10 days after the Date of receipt of this copy of agreement that party no 2 does not wish to accept this Agreement, both the parties will be deemed to have accepted this Agreement and will be bound by the terms of the Agreement.. Any such notice may be given to the Director at the Company's principal executive office.

41. Disclosure of this agreement with any of the third party/software vendor/dealer carrying the same business will lead to the breach of this contract.

VRIDDHI Software Solutions Pvt. Ltd. Shri Upendra D Lad Authorized Signatory on behalf of Vriddhi Software Solutions Pvt Ltd.	College/Trust Name:- Shri Mulikadevi college, Nighoj Tal. Parner. Dist- A'Nagar
Signature & Seal By: U D Lad	Signature & Seal By College Authority: MGHOJ 414305
Corporate Office:- 312/2C, Sandesh Cinemax Road, Malegaon 423203, India. Registered Office:80A, Damji Shamji Trade Center, Opposite Best Depo, Station Road, Vidyavihar(E) , Mumbai- 400086.	College Address: Shri Mulikadevi Mahavidyalay Nighoj Tal Parner,Dist Ahmednagar-414306 A

Agreement execution date

Place:- Malegaon

Date: Date of Email

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Ahmednagar Jilha Maratha Vidya Prasarak Samaj's

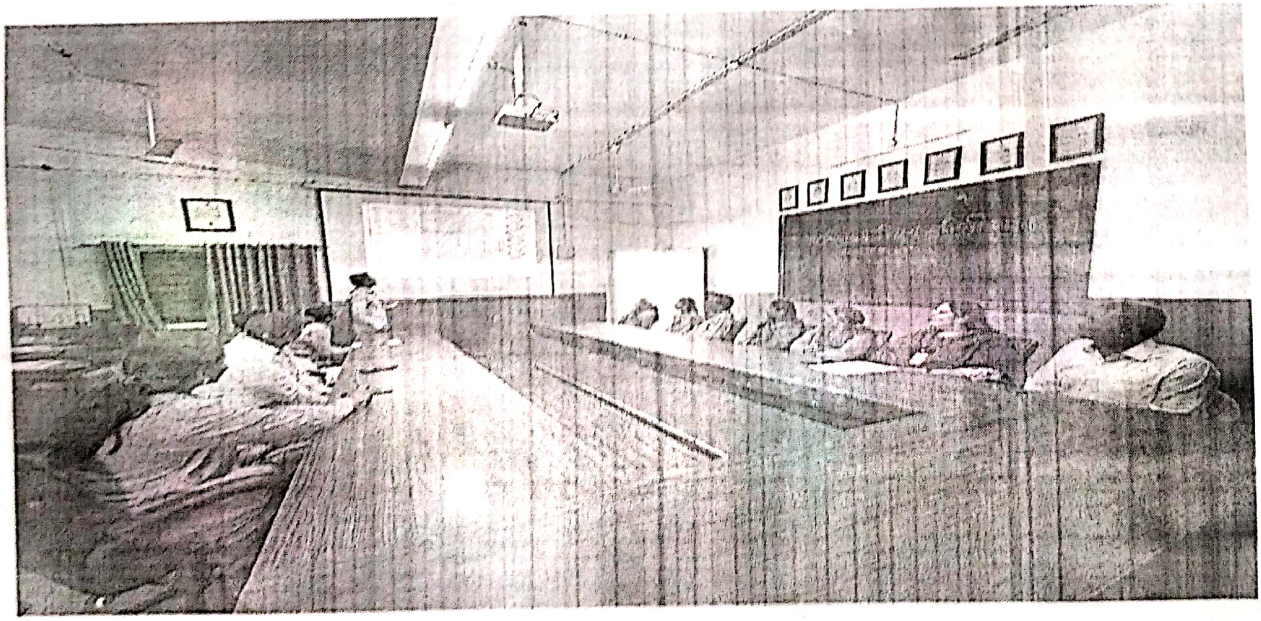
Shri Mulikadevi Mahavidyalaya, Nighoj

Tal - Parner, Dist - Ahmednagar 414 306.

Report : MoU

ACADEMIC YEAR 2024 – 2025

Shri Mulikadevi Mahavidyalaya, Nighoj did Memorandum of Understanding with Vriddhi Software, Malegaon. This MoU is signed in the academic year 2016 – 2017. The MoU is Valid for 10 Years. The aim of MoU is to get administrative support from software agency. The software provides various modules which is essential for the administrative work. IQAC of college organized one day training programme for professional development of administrative work on Tuesday, 2nd June 2024. All the teaching staff and administrative staff attended the training program.



On behalf of software firm, Mr.Jitendra Lad and Mr.Shaikh Altmash provide the detail use of software. All the teaching staff and administrative staff use the software.

PRINCIPAL
Shri Mulikadevi Mahavidyalaya,Nighoj
Tal.Parner,Dist.Ahilyanagar-414306

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AHMDNAGAR JILHA MARATHA VIDYA PRASARAK , SAMAJ'S

SHRI MULIKADEVI MAHAVIDYALAY NIGHOJ

TAL-PARNER ,DIST-AHILYANAGAR

ATTENDANCE SHEET

NAME OF THE ACTIVITY :- VRIDDHI SOFTWARE PROGRAM Date: / /2024-25

Sr.No	Name Of The Faculty	Sign
1	Dr. S. K. Aher	
2	Dr. m. R. Gadilkar	
3	Dr. Adrul A. A.	
4	Prof. Kawade A.B.	
5	Mr. S.K. Nighut	
6	prof S.K. Gadilkar	
7	Prof. Sarade. P.P	
8	Prof. Gorde R.G	
9	Prof. Gandhatte P.G.	
10	.N.B. Ghule	
11	Salke S.B	
12	Pandit H.D.	
13	Prof. Mandoge S.P.	
14	Dr. Pathare P.P	
15	Dr Raykar D.S.	
16	Lanke S.B.	
17	Shri N.V. Ghogare	
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Shri Mulikadevi Mahavidyalaya, Nighoj NIGHOJ 414306 Tal. Parner, Dist. Ahilyanagar

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