**[TO BE STAMPED]**

**AGREEMENT**

THIS AGREEMENT (“**Agreement**”) is entered into at Panvel on this 2018-01-25

**BETWEEN**

1. **LEADERSHIP BOULEVARD PRIVATE LIMITED**, a company incorporated as per the provisions of the Companies Act, 1956, having CIN U74999MH2012PTC237035 and having its corporate office at #423, B wing, Chintamani Plaza, Opp Gurunanak Petrol Pump, Near W. E. H. Metro Station (Gate no. 6), Andheri Kurla Road, Andheri East, Mumbai 400099 (*hereinafter referred to as the* “**LBPL**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, of the FIRST PART;

**AND**

1. **Test22**, a School established under the Trust Act and having principal place of business at **dsdsdsd,sdsdsds** (*hereinafter referred to as the* “**CLIENT**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deem to mean and include its trustees, beneficiaries and successors, OF THE OTHER PART. **OR Test22**, a Society formed under the Act and having its principal place of business at (*hereinafter referred to as the* “**CLIENT**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deem to mean and include its members, successors and assigns OF THE OTHER PART. **OR** Test22,a Section 8 company incorporated as per the provisions of the Companies Act, 1956/2013, having CIN xxx123456xxx and having its registered office at **dsdsdsd,sdsdsds** (*hereinafter referred to as the* “**CLIENT**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deem to mean and include its successors and assigns, OF THE OTHER PART.

**LBPL** and **CLIENT** shall hereinafter collectively be referred to as the ‘**Parties**’ and severally as a ‘**Party**’.

**WHEREAS**

1. LBPL has conceptualized, created and developed and is the proprietor of the LEAD School Academic System (*as defined under Clause 1A(f) hereof*) and the Components (*as defined under Clause 1A(c) hereof*) that empowers schools such as the School (*as defined under Recital B hereof*) with excellent student learning and serves as a one stop, technology blended system for all academic requirements of such schools;
2. CLIENT runs and operates a school by and under the name **Test22**, from the School Premises (*as defined under Clause 1A(l) hereof*) and has seen the demo of the LEAD School Academic System and the Components and is now desirous of enhancing the education and learning of its students by availing the same from LBPL; and
3. LBPL has agreed to provide the LEAD School Academic System and the Components to the CLIENT for the Term (*as defined under Clause 2 hereof*) and upon the terms as hereinafter appearing.

**NOW, THEREFORE in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:**

1. **DEFINITIONS** 
   * + - 1. **Definitions:** Unless otherwise defined in the Agreement, the following terms when capitalised shall have the meaning set out as follows:
2. “**Agreement**” means this Agreement entered into by the Parties and as the same may be amended from time to time and shall include all the schedules, annexures and exhibits to this Agreement.
3. “**Applicable Law(s)**” shall mean all laws, statues, treaties, rules, codes, ordinances, regulations, certificates, orders, interpretations, licences and permits of any governmental authority of India and judgements, decrees, injunctions, writs, orders or like action of any Indian court, arbitrator or other administrative, judicial, or quasi-judicial tribunal or agency of competent jurisdiction.
4. “**Components**” shall mean and include LEAD School Kits, LEAD School Tech and School Performance Management Services.
5. “**Institution Kit**” shall mean and include physical materials that are sold by LBPL to the CLIENT and to be used by the CLIENT for the School, and shall include print resources and teaching learning materials***.***
6. “**Intellectual Property**” shall mean and include any and all ideas, concepts, creations, discoveries, inventions, improvements, know-how, trade or business secrets, designs, models, methods, technology, procedures, processes, systems, works of authorship, flowcharts, drawings, books, catalogues, flyers, brochures, models, sketches and materials, in either written, printed or machine-readable form, whether or not copyrightable or patentable or protectable under any intellectual property laws and belonging to LBPL.
7. “**Intellectual Property Rights**” shall means and include:
8. Trademarks, patents, trade names, internet domain names, rights in designs, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, and all rights or forms of protection thereto;
9. rights to income, fees, royalties, damages, claims and payments now or hereafter due or payable with respect thereto;
10. any and all literary and copyright work developed and/or owned by LBPL pertaining to the LEAD School Academic System, Components and Related Materials;
11. all Confidential Information and trade secrets of LBPL made available to the CLIENT;
12. any modification of any sort to any or all of the aforesaid as LBPL may decide at its sole discretion from time to time; and
13. the right at law or in equity to sue for any past or future infringements of any of the foregoing todayDaterights.
14. “**LEAD School Academic System**” shall mean and refer to an integrated, technology blended solution comprising of LEAD School Tech and Components designed for and implemented by LBPL at schools to improve student learning and teacher performance.
15. “**LEAD School Kits**” shall mean and include Student Kit and Institution Kit.
16. “**LEAD School Tech**” shall mean and include software, a suite of integrated apps and ERP for the key stakeholders in the School in order to manage the academics of the School.
17. “**Person**” means and includes an individual, proprietorship, partnership, corporation, company, not-for-profit organization, unincorporated organization or association, trust or other entity, whether incorporated or not.
18. "**Related Materials**" means collateral materials such as work sheets, multimedia, advertisements, marketing and promotion materials, brochures, flyers, manuals, guides, pamphlets, price lists, stationary, packaging, boxes, literature, displays and signs used in relation to the LEAD School Academic System and/or the Components.
19. “**School Performance Management Services**” shall mean and refer to ongoing services to be provided by LBPL to the CLIENT such as training, teacher development workshops, school visits, classroom observations, feedback sessions, remedial advisory and phone/email/chat support towards monitoring and managing performance of teachers, students and the School.
20. “**School Premises**” shall mean the premises located at from where the CLIENT will undertake the business of running the School.
21. “**Student Kit**”shall mean and include physical materials that are sold by LBPL to the CLIENT and to be used by the CLIENT for the School, and shall include books, notebooks, workbooks, and readers.

“**Trademarks**” shall mean and refer to the trademarks/brands of LBPL, whether registered or not, and adopted onto or within the LEAD School Academic System, Components and/or Related Materials and shall include the word “LEAD SCHOOL” and the device “” and as may be amended from time to time by LBPL at its sole discretion.

* + - * 1. **Interpretation**: Unless the context otherwise requires in this Agreement:
  1. headings are used for convenience and ease of reference and are not to be construed in the construction or interpretation of any provision of the Agreement;
  2. reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other gender;
  3. reference to the words “include” or “including” shall be construed without limitation;
  4. reference to any law shall include such law as from time to time enacted amended, supplemented or re-enacted; and
  5. Recitals shall form an operative and an integral part of this Agreement.

1. **TERM**

The duration of this Agreement shall be for a period of three (3) years commencing from Effective Date (“**Term**”) unless the Term is renewed prior to termination for such period and upon same, similar or such terms as mutually agreed by the Parties in writing.

1. **SCOPE OF AGREEMENT AND OBLIGATIONS OF PARTIES**
   1. Subject to the terms of this Agreement, LBPL hereby grants to the CLIENT a non-exclusive, limited, revocable, non-assignable, non-transferable and non-sub-licensable license to use the LEAD School Academic System for the Term hereof only at the School Premises and strictly for undertaking the business of the School therefrom (“**License**”). The said License will be granted by LBPL on an annual subscription basis based on the number of classes and divisions active in the School and as per the details set out under ***Annexure-1***.
   2. The CLIENT promises and undertakes to implement the LEAD School Academic System only at the School Premises and only in the classes and divisions as mentioned in ***Annexure­-1***. The CLIENT further undertakes to be responsible for meeting and maintaining and if required, updating and upgrading, all hardware and networking requirements for effective implementation and usage of the LEAD School Academic System as per the details as set out under ***Annexure-2***.
   3. Within a period of **45**, days from the Effective Date hereof, LBPL will supply and sell the Institution Kit to the CLIENT based on the number of divisions in the School as per ***Annexure-1***;
   4. Every year, LBPL will supply and sell the Student Kit to the CLIENT based on the number of students in each class at the School as per ***Annexure-1***;
   5. LBPL will provide School Performance Management Services to monitor and manage the performance of teachers, students and School of the CLIENT.
   6. The CLIENT will make School teachers and School Premises available to LBPL staff for effective implementation in all aspects of the School Performance Management Services.
   7. The License granted hereunder shall permit the CLIENT to adopt and use the words ‘*Academic Partner: LEAD School*’ or any Trademarks of LBPL in CLIENT’s external communication for the Term hereof. However the CLIENT shall get the style and format for the same as well as all creatives and artwork pre-approved by LBPL in writing before the CLIENT releases any external communication bearing any Trademarks.
   8. The CLIENT hereby expressly acknowledges and agrees that LBPL is merely providing the LEAD School Academic System and Related materials to the CLIENT and any and all responsibility and liability arising out of improper usage thereof or from conducting classes, classroom management, classroom execution, student behavior, parent engagement, enrolments, reporting, parent-teacher meeting and student safety shall always vest with the CLIENT and no claim of whatsoever nature whether during the Term hereof or anytime thereafter shall be made by the CLIENT upon LBPL for any lapse on the part of the CLIENT or its staff/personnel or non-compliance of any Applicable Laws.
2. **PAYMENT**
   1. For providing LEAD School Academic System and the Components, the CLIENT shall pay to LBPL fees (“**Fees**”) inclusive of applicable Goods & Services Tax as per Applicable Laws as provided under ***Annexure-3***. The Parties hereby agree that the Fees can only be varied by a written agreement of the Parties.
   2. Any and all payments made by the CLIENT to LBPL under this Agreement shall be subject to deduction of applicable withholding taxes (TDS) as per Applicable Laws. The CLIENT hereby agrees that it will issue the necessary TDS certificates to LBPL within thirty (30) days from the deduction of the said withholding taxes.
   3. The CLIENT hereby agrees and acknowledges making timely payment of Fees as per aforesaid Clause 4.1.
   4. Any Fees outstanding to be paid by the CLIENT to LBPL shall bear a penal interest of eighteen percent per annum (18% p.a.) and shall be compounded annually.
3. **INTELLECTUAL PROPERTY**
   1. **Ownership and Goodwill:**
      1. The CLIENT hereby expressly acknowledges that:
4. LBPL is the absolute owner/proprietor of the Trademarks, LEAD School Academic System, Components and Related Materials and LBPL has the right to amend, modify, replace or augment any of them, whether in full or in part, at its sole discretion;
5. LBPL has all the right, title and interest in and to the Trademarks, LEAD School Academic System, Components and Related Materials; and
6. its License right to use the Trademarks, LEAD School Academic System, Components and Related Materials post the Effective Date of these presents is limited and derived solely from this Agreement.

* + 1. The CLIENT hereby acknowledges that it shall not acquire any rights of ownership whatsoever in the Trademarks, LEAD School Academic System, Components or Related Materials as a result of CLIENT’s use thereof.
    2. LBPL shall have the sole right to amend, modify, replace or augment any of Trademarks, LEAD School Academic System, Components or Related Materials, whether in full or in part, at its sole discretion and that the License contemplated hereunder shall be extended and be applicable to such amended, modified, replaced or augmented Trademarks, LEAD School Academic System, Components and/or Related Materials.
    3. The CLIENT recognizes substantial goodwill associated with the Trademarks, LEAD School Academic System, Components and Related Materials and acknowledges that such goodwill belongs exclusively to LBPL, that its use thereof inures to LBPL’s sole benefit and that the CLIENT shall not thereby acquire any ownership or goodwill rights in and to any of them.
  1. **Infringement:**
     1. It is LBPL’s policy to aggressively protect the Trademarks and violation or infringement of its Intellectual Property Rights in and to the LEAD School Academic System, Components and/or Related Materials, therefore, the CLIENT shall promptly notify LBPL of any violations, infringements, imitations, simulations, unlawful use or misuse thereof, which comes to CLIENT’s attention.
     2. If the CLIENT is sued for alleged infringement of any of the Trademarks, then the CLIENT, on service upon it of any notice of any such claim, shall forthwith give LBPL written notice thereof and of all particulars thereof and LBPL shall have the right to participate in the defense of such suit by its own counsel and at its own expense.

1. **RESTRICTED ACTIVITIES**
   1. The CLIENT, by virtue of the License granted hereunder, shall not be entitled to undertake any of the following restricted activities:
      1. adopting any of the Trademarks as part of its corporate/trading name, including for obtaining any approvals/permits as may be required under the Applicable Laws for undertaking its business of running the School;
      2. granting any further license/sub-license to the Intellectual Property and/or Intellectual Property Rights to any Person anywhere in the world;
      3. operating any website, whether directly or indirectly, bearing the Trademarks or any Intellectual Property;
      4. adopting or affixing the Trademarks or any Intellectual Property in any of its marketing and promotional materials unless prior written permission of LBPL has been obtained in writing;
      5. doing anything that might endanger or jeopardize LBPL’s right and/or ownership with respect to the Trademarks or any Intellectual Property;
      6. using or adopting, directly or indirectly, any domain name, trade name or trademarks that imitates or is identical or similar to any of the Trademarks or any part thereof;
      7. during the Term of this Agreement or thereafter, asserting rights in the Trademarks or Intellectual Property, challenge the rights of LBPL in and to them or attack the validity of this Agreement;
      8. using the Trademarks in a scandalous or demeaning manner or in any other manner which would, in the reasonable opinion of LBPL, cause loss of value or goodwill or otherwise cause injury to the Trademarks or to LBPL; and
      9. copying, duplicating, modifying, printing, screenshot capturing, recording, cloning or reverse engineering in any manner whatsoever the Intellectual Property, including the LEAD School Academic System, the Components and/or the related Materials.
   2. CLIENT shall not under any circumstances sell the Lead School Kits to any Person at a price higher than the MRP quoted by LBPL; however the CLIENT may, at its sole discretion, sell the same at a price lower than the MRP to any Person. Any loss for such under-selling shall be at the sole account of the CLIENT and LBPL shall not be responsible or liable to the CLIENT in any way whatsoever.
   3. Any violation of Clauses 6.1 or 6.2 above shall constitute a material breach of this Agreement by the CLIENT. Accordingly, LBPL may temporarily suspend, whether in part or in full, or terminate the License and this Agreement.
   4. The CLIENT acknowledges and agrees that the rights granted to and obtained by the CLIENT as a result of or in connection with this Agreement are mere license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment, wholly or partly, of any or all of LBPL’s rights in the Trademarks or Intellectual Property. It is further expressly acknowledged and agreed by the CLIENT that, except as expressly provided herein, nothing in this Agreement shall confer or grant unto the CLIENT any ownership or any other right in and to the LEAD School Academic System, Components and/or Related Materials.
   5. LBPL retains the right to specify, from time to time, the style and format in which the CLIENT shall use and display the Trademarks and Intellectual Property, and the CLIENT shall only use or display the same in the style and format approved by LBPL.
   6. It is expressly understood that this Clause 6 shall survive termination or expiration of this Agreement.
2. **NON-ASSIGNABILITY**

This Agreement is personal to the CLIENT and it shall not have the right to assign any of its rights or obligations hereunder to any Person, including its affiliated schools or entities, without the express written consent of LBPL, provided that in the event that the CLIENT converts itself into a trust, partnership, corporation or other entity, it shall be entitled to assign this Agreement or any part thereof to such trust, partnership, corporation or other entity with the advance written consent of LBPL, such consent not to be unreasonably withheld. Any non-consented assignment or delegation, whether express or implied or by operation of law, shall be void and shall constitute a breach and a default on part of the CLIENT.

1. **CONFIDENTIALITY**
   1. For the purposes of this Clause 8, “**Disclosing Party**” means the Party which discloses Confidential Information to the other Party, and “**Receiving Party**” means the Party which receives Confidential Information from the Disclosing Party.
   2. Any Confidential Information disclosed by the Disclosing Party to the Receiving Party shall be considered and treated by the Disclosing Party in the same manner the Receiving Party considers and treats its own Confidential Information in order to prevent their divulgence or unauthorized use.
   3. Therefore the Receiving Party agrees and undertakes:
2. to use the Confidential Information only for the purpose of this Agreement and to undertake its obligations as contemplated hereunder;
3. not to disclose the Confidential Information, in whole or in part, directly or indirectly to any Person;
4. not to use the Confidential Information in a manner inconsistent with this Agreement;
5. not to assign, license, sublicense, market or transfer the Confidential Information, directly or indirectly to any Person, without obtaining the prior written consent of the Disclosing Party;
6. to disclose the Confidential Information only to those of its authorised representatives who have a need to know the Confidential Information for the purposes of undertaking its obligations as contemplated hereunder.
   1. Such confidentiality provisions shall remain in full force and effect as from the Effective Date and for a period of one (1) year thereafter.
   2. In the event that Confidential Information has been disclosed to the Receiving Party before the Effective Date, the Receiving Party confirms that it has acted in accordance with the terms of this Agreement and further agrees that such Confidential Information disclosed before the Effective Date shall be subject to the terms and conditions herein contained.
   3. Upon termination or cancellation of this Agreement, the Receiving Party shall destroy (with notice to the Disclosing Party certifying such destruction) or return any all online and print materials, containing Confidential Information which is in its possession.
   4. Notwithstanding anything contained in this Agreement, the Receiving Party agrees and acknowledges that any disclosure by the Receiving Party of the Confidential Information of the Disclosing Party in breach of this Agreement may cause the Disclosing Party irreparable harm and that any breach or threatened breach of this obligation by the Receiving Party will entitle the Disclosing Party to injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction. The Receiving Party agrees to indemnify the Disclosing Party against any loss, costs, damages or expenses that may be suffered by the Disclosing Party by reason of non-observance of the obligations foregoing on the part of the Receiving Party.
   5. For purposes of this Agreement, the term“**Confidential Information**” shall mean and refer to the terms of this Agreement and all other information exchanged by and between the Parties in connection therewith. Unless prior written permission is obtained by the Receiving Party of the Disclosing Party, Receiving Party shall not use or disclose any Confidential Information for any matters outside the scope of this Agreement.
7. **REPRESENTATIONS AND WARRANTIES**
   1. **Mutual Representations and Warranties:** Each Party hereby represents and warrants to the other Party that:
      1. it has the power and authority to execute and deliver this Agreement and is not prohibited from entering into this Agreement;
      2. this Agreement has been duly authorized by the respective Parties and upon execution and delivery will be a legal, valid and binding obligations of such Party enforceable in accordance with its terms;
      3. the execution and delivery of this Agreement and the promises, agreements or undertakings of such Party under this Agreement do not: (a) violate any Applicable Law, or agreements or any other instruments which the Parties have executed, or (b) violate or contravene the provisions of or constitute a default under any documents, or contracts, which are applicable to them;
      4. it shall not infringe, misappropriate or pass off any Person’s intellectual property rights in the course of performance of their duties under this Agreement;
      5. there are no pending or threatened legal proceedings against it before any judicial or quasi-judicial forum whatsoever and further that there are no existing or proposed contracts and/or agreements that may affect its performance hereunder;
      6. it shall always work and behave in a professional and workmanlike manner to undertake its respective obligations as contemplated hereunder; and
      7. it will at all times during the term hereof abide by Applicable Laws and not breach any of the provisions of this Agreement.
   2. **Representations and Warranties of the CLIENT:** Apart from other representations and warranties as agreed elsewhere in this agreement, the CLIENT hereby represents and warrants to LBPL that:
      1. it has all approvals required under Applicable Laws for undertaking the business of running the School and to perform its obligations in connection therewith;
      2. it will pay the Fees as agreed to be paid to LBPL as per Clause 4 above;
      3. it will not do any act which would bring disrepute to LBPL or to the Trademarks or any goodwill attached thereto;
      4. unless agreed otherwise in writing by LBPL, upon the expiry or termination of this Agreement, the License granted hereunder shall forthwith lapse and the CLIENT shall forthwith cease any and all use of any and all Intellectual Property, materials, content and information, whether online or offline, depicting or referring to Trademarks, LEAD School Academic System, Components and Related Materials or anything portraying LBPL to be associated with the CLIENT; and
      5. it shall further at all times ensure strict compliance of Clause 6 above.
   3. **Representations and Warranties of LBPL**: Apart from other representations and warranties as agreed elsewhere in this Agreement, LBPL hereby represents and warrants to the CLIENT that:
      1. the Trademarks are not under any dispute anywhere in the world and to the best of LBPL’s knowledge, they do not violate or infringe the intellectual property right of any Person;
      2. it owns exclusively all rights in and to the Trademarks, LEAD School Academic System, Components and Related Materials and that it also has the right to grant the License contemplated herein to the CLIENT; and
      3. it will not infringe the intellectual property rights of the CLIENT.
8. **DISCLAIMER OF WARRANTIES**

The Trademarks, LEAD School Academic System, Components and Related Materials are licensed by LBPL to the CLIENT on "AS IS" basis and all representations and warranties, express or implied, including fitness for a particular purpose and non-infringement, are hereby expressly disclaimed.

1. **LIMITATION OF LIABILITY**

Neither of the Parties will be liable to the other for any loss of profits, loss of use, incidental, consequential, indirect or special damages arising out of or in connection with this Agreement, whether or not it had advance notice of the possibility of such damages, unless mandated by Applicable Law.

1. **INDEMNIFICATION**

Each Party (“**indemnifying party**”), at its expense, shall defend and hold harmless the other Party (“**indemnified party**”) from and against any and all losses, liabilities, claims, causes of action, suits, damages, costs and expenses, including reasonable attorneys' fees, costs and expenses, for which the indemnified party becomes liable, or may incur or be compelled to pay by reason of indemnifying party’s misrepresentation or any non-fulfilment of any representation, obligation, covenant or agreement herein, as well as any and all acts, suits, proceedings, demands, assessments, penalties, judgments of or against the indemnified party relating to or arising out of the activities of the indemnifying party, including any third party actions and claims, including intellectual property right violation or infringement actions and claims as well as for any actions and claims arising out of breach of any of the provisions of this Agreement by the indemnifying party or its staff/personnel.

1. **TERMINATION** 
   1. Both Parties shall be entitled to terminate this Agreement at any time by issuing thirty (30) days’ notice in writing to the other Party. Upon termination, all rights and obligations of a Party under this Agreement shall automatically and immediately cease subject however that any pending Fee to be paid to LBPL shall survive termination.
   2. Unless mutually agreed otherwise in writing, either Party may, without prejudice to any right or remedy it may have due to any failure/default/breach of the other Party to perform its obligations under this Agreement, terminate this Agreement prior to the Term upon written notice to the other Party provided however that the terminating Party shall first give the other Party thirty (30) days period to rectify any such failure/default/breach.
   3. In the event of termination, LBPL shall be entitled to payment of Fees for the services performed and for all pre-approved costs and expenses paid or incurred by it, if any, prior to the effective date of termination. Receipt and realization of the foregoing payments by LBPL shall constitute full settlement of any and all claims of LBPL of every description against the CLIENT under this Agreement.
   4. Upon termination of this Agreement in any manner provided herein, the CLIENT will cease and desist from any and all uses of the Trademarks, LEAD School Academic System, Components and Related Materials in any way whatsoever.
2. **DISPUTE RESOLUTION**
   1. The Parties hereby agree that they intend to discharge their obligations in utmost good faith. They therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by mutual discussions.
   2. If within thirty (30) days of the commencement of the discussions, the dispute is not resolved by mutual discussions, then any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 (“**Act**”) and rules made thereunder for the time being in force, which rules are deemed to be incorporated by reference in this clause. Further that:
3. there shall be one (1) arbitrator nominated jointly by the Parties, failing which, the arbitrator shall be appointed as per the provisions of the Act;
4. all arbitration hearings shall be held in Mumbai or at any place where the Parties may mutually agree and the language of the arbitration shall be in English; and
5. the Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a Court of Law.
   1. The provisions of this Clause 14 shall survive the expiry or termination of this Agreement.
6. **MISCELLANEOUS PROVISIONS**
   1. **Relationship:** The Parties acknowledge and agree that they are dealing with each other hereunder as independent parties. Nothing contained in the Agreement shall be interpreted as constituting either Party as the joint venturer or partner of the other Party or as conferring upon either Party the power of authority to bind the other Party in any transaction with third parties. Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties nor, shall it constitute, or be deemed to constitute, any Party the agent of any other Party for any purpose.
   2. **Notices:** Unless otherwise provided herein, all notices or other communications to be given shall be made in writing and by letter (hand delivered or sent by registered or certified mail, postage prepaid), addressed to the other Party at the address shown earlier above, or at such other address or addresses as either Party shall designate to the other in writing.
   3. **Complete Agreement:** This Agreement contains the entire understanding between the Parties and supersedes, replaces and takes precedence over any and all prior understandings and discussions, whether oral or written, between the Parties respecting the subject matter of this Agreement.
   4. **Severability/Enforcement:** In the event any provision of this Agreement shall be held invalid or unenforceable, the same shall not invalidate or otherwise affect in any respect any other term or terms of this Agreement, which term or terms shall remain in full-force and effect and such invalid provision shall be deemed to have been deleted from this Agreement.
   5. **Survival:** Termination of this Agreement shall not affect those provisions hereof that by their nature are intended to survive such termination.
   6. **Waiver:** No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or of any other term, provision or condition of this Agreement.
   7. **Amendment:** This Agreement may be amended or modified only by a written instrument executed by both the Parties Provider.
   8. **Governing Law and Jurisdiction:** This Agreement shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this Agreement. Subject to Clause 14 (Dispute Resolution), the Parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Mumbai and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
   9. **Publicity:** The CLIENT shall, with the prior written approval of LBPL, have the right to use the Trademarks of LBPL on its website, marketing and advertising materials. It is hereby expressly agreed by the CLIENT that the exact use, adoption and presentation of the foregoing in any style or format on any media, medium or format, shall always be undertaken with the prior written approval of LBPL. Failure to adhere to this Clause 15.9 shall be treated as a material breach on part of the CLIENT.
   10. **Force Majeure:** Neither Party shall be liable to the other Party for the non-performance of its obligations hereunder due to an event of “**force majeure**”, which term shall include, without limitation, fire, flood, epidemic, earthquake, explosion, labor dispute or strike or unrest, act of God or public enemy, satellite or equipment failure (not primarily due to willful, knowing or negligent acts by a Party), riot or civil disturbance, war (declared or undeclared), order of any court of jurisdiction, or other cause not reasonably within the control of the non-performing party. If an event of force majeure continues for a period in excess of ninety (ninety) days, either Party may elect to terminate this Agreement.
   11. **Expenses:** The applicable stamp duty payable on this Agreement will be borne and paid by the Parties equally. However each Party shall bear its own legal expenses concerning this Agreement.
   12. **Changes in Law:** In case of any change in Applicable Law that has an effect on the terms of this Agreement, the Parties agree that the Agreement would be reviewed, and if deemed necessary by the Parties, renegotiated in good faith.
   13. **Counterparts:** This Agreement shall be executed in one or more counterparts, each of its counterparts shall be deemed an original and all of which shall constitute one and the same instrument.

**In witness whereof, the aforenamed Parties have signed and executed this Agreement on the date first above written.**

|  |  |
| --- | --- |
| **For and on behalf of Leadership Boulevard Pvt. Ltd.** | **For and on behalf of Test22** |
| **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Designation:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Designation:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| **WITNESS TO ABOVE**  **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **WITNESS TO ABOVE**  **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ANNEXURE-1**

**Student Details of School**

|  |  |  |  |
| --- | --- | --- | --- |
| **Class** | **Number of Divisions** | **Total no of Students** |  |
| NURSERY | 5 | 10 |  |
| JKG | 10 | 20 |  |
| SKG | 15 | 30 |  |
| 1 | 20 | 40 |  |
| 2 | 25 | 50 |  |
| **School Total** |  |  |  |

**ANNEXURE-2**

**Hardware and related requirements to implement LEAD School Academic System**

1. **For School**
2. Hi speed (1 Mbps or above) Internet connection with at least 2GB daily download limit (ideally, unlimited) at at least one location in school (ideally, admin office or Principal office).
3. WiFi router to connect to teacher tablets
4. 7 inch android Tablets, 1GB RAM and 16GB ROM with mini HDMI output port and screencast feature for teachers
5. Tablet covers to protect tablets
6. Charging point for tablets in staff room or admin room
7. For each classroom

|  |  |  |
| --- | --- | --- |
| **Display Device** | **Connector** | **Installation** |
| Higher than 40 inch TV with HDMI input and screencast facility OR | Mini HDMI to HDMI | Perimeter Box of Plywood to be locally made |
| DLP or LCD Projector with HDMI and VGA input | Mini HDMI to HDMI or VGA (depending on Projector input) | Ceiling mounted projector |

**ANNEXURE-3**

**Pricing Details of LEAD School Academic System**

***One Time***

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **INR** | **Price**  **(i)** | **Quantity Needed**  **(ii)** | **Total**  **(i) x (ii)** | **Cost to the school** | **Date of Payment** | **Mode of Payment** | **PDC details** |
| **Institution Kit**  Institute Kit Consisting of Teacher learning materials and print resources (Pre- primary and Primary, Math, EVS & English – over 5000 items) | 100000 | 1 | 100000 | 100000 | 25.4.18 | Cheque |  |
| Technology activation kit (1 – Tablet, Lesson plan upload for EVS, Math, English, Art performing, Visual Art, Physical Education, Yoga Principal, Management & Patent App, Cloud space cost) | 10000 | 35 | 8000 | 280000 | 25.4.18 | Cheque |  |
| One-time Association Fee  (All School Performance Management Services ) | 50,000 | 1 | 50000 | 50000 | 18.11.17 | Cheque |  |

**Annual –** (Year 1 mentioned below. Subsequent years to be based on student strength and raised through purchase order by the school)

*Total quantity needed should be equal to number of divisions*

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Grade** | **Quantity** | **MRP** | | | | | | **School Cost** | | | **Total (i+ii+iii) X (Quantity)** |  |
| **Student Kit** | | **Assessment** | **LEAD Tech** | **Total MRP** | **Student Kit** | | **Assessment** | **LEAD Tech** | **Total amount** |
| **(i)** | | **(ii)** | **(iIi)** |  |
| **Grade 5** (EVS Reader & Workbook, Math Workbook, English Reader & Workbook, Computer Science Book, 8 Note books) | **100** | **3100** | | **500** | **1200** | **4600** | **2025** | | **300** | **600** | **2925** | **292500** |
| **Grade 4** (EVS Reader & Workbook, Math Workbook, English Reader & Workbook, Computer Science Book, 8 Note books) | **100** | **3100** | | **500** | **1200** | **4600** | **2025** | | **300** | **600** | **2925** | **292500** |
| **Grade 3** (EVS Reader & Workbook, Math Workbook, English Reader & Workbook, Computer Science Book, 8 Note books) | **80** | **3000** | | **500** | **1200** | **4500** | **1950** | | **300** | **600** | **2850** | **228000** |
| **Grade 2** (EVS Reader & Workbook, Math Workbook, English Reader & Workbook, Computer Science Book, 8 Note books) | **75** | **3000** | | **500** | **1200** | **4500** | **1950** | | **300** | **600** | **2850** | **213750** |
| **Grade 1** (EVS Reader & Workbook, Math Workbook, English Reader & Workbook, Computer Science Book, 8 Note books) | **75** | **3000** | | **500** | **1200** | **4500** | **1950** | | **300** | **600** | **2850** | **213750** |
| **SKG** (Integrated with Drawing Book) | **60** | **1450** | | **300** | **1200** | **2950** | **1100** | | **300** | **600** | **2000** | **120000** |
| **JKG** (Integrated with Drawing Book) | **45** | **1350** | | **300** | **1200** | **2850** | **1000** | | **300** | **600** | **1900** | **85500** |
| **Nur** (Integrated with Drawing Book) | **30** | **1250** | | **300** | **1200** | **2750** | **950** | | **300** | **600** | **1850** | **55500** |
| **School Total** | **565** |  |  | | | | | | | |  | **1501500** |

**Payment TImelines**

*Quantity for each class should be equal to expected number of students.*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Payment Schedule** | | | | | | | | |
| **Payment Milestones** | **Details** | **Calculator** | **Date** | **Mode** | **Amount** | **Bank Name** | **CH Num** | **PDC Date** |
| **Tranche 1** | **Association Fee,** | **50,000** | At time of sign up | Cheque | 50000 | Axis Bank |  |  |
| **Tranche 2** | **Institutional kit & Tech kit** | **100000**  **280000** | undefined | Cheque | 380000 |  |  |  |
| **Tranche 3** | **Student Kit 100% Assessment 100% LEADTech 40%** | **1162500**  **135600** | undefined | Cheque | 1298100 |  |  |  |
| **Tranche 4** | **Lead Tech 30%** | **101700** | undefined | Cheque | 101700 |  |  |  |
| **Tranche 5** | **Lead Tech 30%** | **101700** | undefined | Cheque | 101700 |  |  |  |
| **Total** |  | **1931500** |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |