



**Manipal Academy of Higher Education** (formerly known as "Manipal University"), a Deemed University registered under Section 3 of the University Grants Commission (UGC) Act 1956, located at Manipal.edu, Madhav Nagar, Manipal, Karnataka 576104, India (hereinafter referred to as "**MAHE**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns),

**AND**

**Ppyrus India Pvt. Ltd.**, a company incorporated under the Companies Act, 2013, having its registered office at No.11, 12<sup>th</sup> Cross Street, Shastry Nagar, Adyar, Chennai, Tamil Nadu 600020, India, (hereinafter referred to as "**Ppyrus**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns).

**MAHE** and **Ppyrus** shall hereinafter be referred to collectively as "**Parties**" and individually as "**Party**".

**WHEREAS:**

1. **MAHE** is a Deemed University, synonymous with excellence in higher education, with various professional institutions in health sciences, engineering, management, communication and humanities, in an ISO 9001:2008 and ISO 14001: 2004 certified campus at Madhav Nagar, Manipal, in the State of Karnataka, India.

2. **Ppyrus**, a fully owned subsidiary of "**Littlemore Innovation Labs Pvt Ltd**", Singapore, is an educational technology company offering **Managed Paperless Digital Exam Services** (herein referred to as "**PDE Services**") through Littlemore's PEXA ecosystem, a pioneering product for digital descriptive examinations.

3. **Littlemore** has built a technology driven examination ecosystem to improve the efficiency and effectiveness of exams, offering PEXA ecosystem, which includes a custom-built device for digital-descriptive-type handwritten exams and proctoring, and which would also support traditional question types (e.g., multiple-choice).

**AND WHEREAS:**

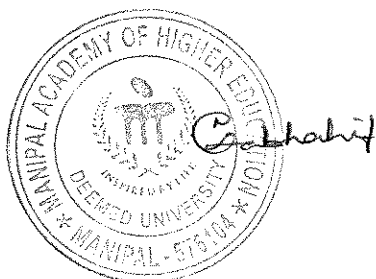
4. **MAHE** is desirous of availing **PDE Services** from **Ppyrus**, and both parties hereof are desirous of entering into an agreement in pursuance of the above.

**NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO, AS FOLLOWS:**

## 1. AGREEMENT OF THE PARTIES

The Parties agree that:

- 1.1. **MAHE** will avail the **PDE Services** from **Ppyrus** on DigiTaal exam writing & proctor devices (including stand-bys) (hereinafter referred to as "**DigiTaal Devices**") for use by **MAHE** students and
- 1.2. **Ppyrus** shall provide **PDE Services** to all identified examinations, in a paperless digital mode of exam delivery, for the duration of the contract period specified in this Agreement,



under a "Managed Services" model of service delivery. The exact scope of deliverables for **MAHE** will be detailed out in clause 5 below

## 2. COMMENCEMENT OF AGREEMENT

- 2.1. This Agreement shall commence on August 1, 2018 (hereinafter referred as the "Effective Date")
- 2.2. The parties record that agreements concluded between them prior to this agreement relating to the same subject matter, if any, are hereby terminated by mutual consent, as from the effective date

## 3. DURATION OF AGREEMENT

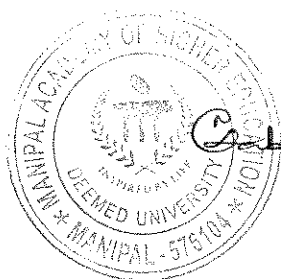
- 3.1. This agreement will be valid for 4 consecutive years from the Effective date.
- 3.2. The agreement is extendable as per mutual agreement.

## 4. IDENTIFICATION OF INSTITUTIONS AND COURSES FOR MANAGED SERVICES

- 4.1. **MAHE** will depute a Single Point of Contact (SPOC), preferably from the Office of the Registrar (Evaluation), to be a one point of contact for **Ppyrus** for all planning and execution activities pertaining to the Services being provided under this Agreement.
- 4.2. **Ppyrus** will depute one Program Manager (PM) on need basis, who will be responsible for all activities pertaining to the deliverables from **Ppyrus**, for the smooth delivery of the scheduled Examinations, under the scope of this Agreement.
- 4.3. The SPOC will be responsible for the activity of identifying the Institutions and Courses, which are to be brought under the scope of this Agreement. This activity of adding new Institutions or Courses for the provision of PDE Services, will have to be carried out, with at least two calendar month's prior intimation to the PM, in order to effectively plan the deployment of devices and organize the training schedule. The final decision on the Institutions / Courses to be selected, will be taken on the basis of mutual agreement between the parties.

## 5. SCOPE OF WORK, RESPONSIBILITIES AND TERMS OF AGREEMENT

- 5.1. **Ppyrus** will bring in all required infrastructure\* and depute adequate manpower to ensure smooth delivery of the scheduled exams, in a paperless digital mode of exam.
  - 5.1.1. \*Infrastructure includes 2250 Student Devices + 200 Buffer Devices + 50 Proctor Devices + All accessories required for the conduct of paperless digital examinations.
- 5.2. The exam calendar will be optimized in order to increase the utilization of the deployed devices. This activity of optimization of the exam calendar and obtaining concurrence from respective institutions/ departments for the same will be managed by the Office of the Registrar (Evaluation). **Ppyrus** will provide the required templates and assistance for carrying out this activity.
- 5.3. **Ppyrus** will do the initial setup and configuration of Cloud services. Once it is setup, and subsequent to training of key stakeholders in the respective departments, **Ppyrus** will hand over all cloud operations to **MAHE**. All data entry and management (question paper,



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user management etc.) will be done by the **MAHE** personnel. **Ppyrus** will be available for hand-holding and support on-site.

- 5.4. **Ppyrus** will be responsible for providing warranty support & maintenance services for the cumulative number of DigiTaal devices deployed at **MAHE** for each Academic year, as required from time to time.
- 5.5. In order to optimize the deployment of DigiTaal devices, **MAHE** will identify and designate exam halls for students to take up their exams, and finalise the Calendar of exams in co-ordination with **Ppyrus**.
- 5.6. **MAHE** will provide adequate workspace for **Ppyrus** personnel and storage space for storing the devices, as well as a dedicated and secure location for charging and other technical works may be required, at the identified examination centers.
- 5.7. The PM deputed by **Ppyrus**, will coordinate with the SPOC and provide a detailed Training Plan as part of the Project Plan, and ensure adequate training will be provided to all users of the system, viz., Students, Faculty members and office staff.
- 5.8. The names of **Ppyrus** personnel deployed for operations at **MAHE**, will be registered with the competent authority of **MAHE**, and **MAHE** will issue identity cards to those designated **Ppyrus** personnel

## 6. COMMERCIALS AND PAYMENT TERMS

6.1. Price per student per exam is (exclusive of taxes/ levies)

S. No	Billing Period	August 2018 – July 2019	August 2019 – July 2020	August 2020 – July 2021	August 2021 – July 2022
	Academic Year	2018 - 2019	2019 - 2020	2020 – 2021	2021-2022
1	Minimum No. of Exams commitment	250,000	340,000	410,000	440,000
2	Managed Services Price per exam per student	INR 160.00	INR 150.00	INR 145.00	INR 135.00
	In words:	Rupees One hundred and sixty only	Rupees One hundred and fifty only	Rupees One hundred and forty five only	Rupees One hundred and thirty five only

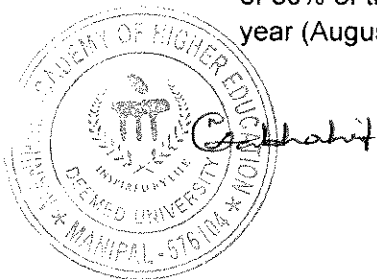
**Note:** Services provided to an Educational Institution by way of services relating to conduct of examination by such Institution, is exempt from payment of Goods & Services Tax as per Serial No.66 (b) (iv) of schedule III read with proviso (Amended notification 2/2018 dated 25th January 2018).

6.2. Contract and payment terms

6.2.1. Billing period for each Academic year is from August to July (next calendar year)

6.2.2. **MAHE** will pay to **Ppyrus** as per the following schedule:

- a) On the execution of agreement (MSA), **MAHE** will pay **Ppyrus** an advance of 80% of the value of the minimum number of exams committed for the 1<sup>st</sup> year (August 2018 to July 2019).



- b) In the monthly Invoices raised by **Ppyrus**, **MAHE** will pay 20% of the Invoice value, and adjust the balance 80% of the invoice value proportionately against the Advance amount paid.
- 6.2.3. From August 2018, the invoices will be raised on or before the 5<sup>th</sup> day of the subsequent calendar month
- 6.2.4. Each month, the invoices will be raised based on number of exams scheduled.
- 6.2.5. Annual reconciliation will be made by **Ppyrus** between the minimum number of exams committed and the number of exams scheduled, within 10 days from the end of the billing period each year.
- 6.2.6. In case the number of exams scheduled is less than the minimum number of exams committed, then **Ppyrus** will raise an invoice for the balance unbilled minimum number of exams committed for the academic year, immediately on the completion of the annual reconciliation.
- 6.2.7. Invoices raised will be settled based on end user certification by the office of the Registrar (Evaluation), or within 7 days from the date of receipt of invoice by **MAHE**, whichever is earlier.
- 6.2.8. In the event any exam is not delivered due to **Ppyrus**' service delivery deficiency, **Ppyrus** will not charge for the exams that are not delivered.
- 6.2.9. **MAHE** understands that **Ppyrus** is making substantial investments into software and resources for delivering the managed services and commits to implement appropriate organization mechanisms to make the paperless digital exams project a success.
- 6.2.10. **Ppyrus** will ensure that the product and services are of good quality and will deliver the services with zeal and commitment to the project.
- 6.2.11. As noted earlier, presently, Examination services are exempt from GST. However, if GST or any other tax is leviable in future, it will be charged extra.
- 6.2.12. TDS may be deducted, as applicable. In case, **Ppyrus** provides a certificate issued by the Income Tax department for a reduced rate of TDS, then **MAHE** will deduct the TDS as per such certificate. **MAHE** will provide TDS Certificates to the extent of the amount deducted to **Ppyrus**.
- 6.2.13. All payments will be made in the name of "**Ppyrus India Pvt. Ltd.**"

## 7. INSURANCE

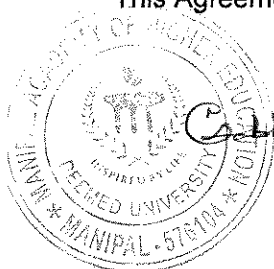
- 7.1. **Ppyrus** shall ensure that all the devices used by **MAHE** students are fully insured, and it continues to remain insured till the end of this Agreement.

## 8. SOP & ESCALATION MATRIX

- 8.1. **Ppyrus** will submit a detailed Standard operating procedure (SOP) for conduct of PDE services along with escalation matrix for issue responses and resolutions. This document will be submitted within 30 days of signing the contract.

## 9. TERMINATION OF SERVICES

- 9.1. This Agreement can be terminated by either of the parties, by giving three (3) months' prior intimation, in writing, to the other party, at the address registered in this Agreement. This Agreement can be terminated only if the service quality is found deficient, and such



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deficiencies were notified by **MAHE** in writing, but was not rectified by **Ppyrus** within reasonable time lapse.

## 10. INTELLECTUAL PROPERTY AND OWNERSHIP

- 10.1. **MAHE** expressly agrees hereunder that this Agreement is a “Managed Services” contract and that **Ppyrus** will have all ownership in any form or manner whatsoever in the title, copyright, IP, trademark or other proprietary rights to the products including all associated hardware and software provisioned by **Ppyrus** for delivery of this contract, and **MAHE** will be free of any encumbrances, conditions or qualification.
- 10.2. The devices along with the standard Android 5.0 installed will be owned by **Ppyrus**. It is clarified that the **MAHE** will have no ownership or title or license to any proprietary software developed by **Ppyrus** or its parent company, Littlemore Innovation Labs Pte. Ltd.

## 11. EXAMINATION DATA

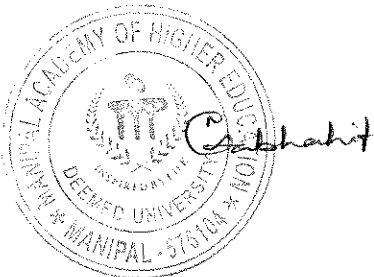
- 11.1. **Ppyrus** expressly agrees that all examination data created during the **MAHE** examination events using PEXA + Digital Services would exclusively belong to **MAHE**, and **Ppyrus** will not exercise any rights over the same.
- 11.2. **MAHE** will download all examination data at periodic intervals and also prior to expiry of this Agreement, through the download mechanism provided on the PEXA Cloud. All the examination data stored under the **MAHE** section of PEXA Cloud, will be owned by **MAHE**. After download of **MAHE** examination data, **MAHE** will have a mechanism to securely erase all the examination data from **MAHE** section of PEXA Cloud, if required.
- 11.3. The administrator access to the application will be run with designated personnel from **MAHE** (COE’s Office) and for the maintenance activities by **Ppyrus**’s Technical Head only.
- 11.4. The access control list of all users with privilege rights (Read, write, or read/ write) would be shared to **MAHE**. **Ppyrus** should submit the audit trail detail to **MAHE** every fortnight.

## 12. CONFIDENTIALITY

- 12.1. Both parties agree that this agreement is completely confidential. As such, neither **MAHE** nor **Ppyrus** will express the terms of understanding in this document nor reference it in any discussions to any third party without prior, written consent from the other party. Both parties will inform and consult the other party before any press releases are made regarding the implementation of PEXA + Digital Services at **MAHE**.

## 13. MARKETING, COMMUNICATION AND ADVERTISING

- 13.1. All advertisements and communications including media releases, advertisements, advertising campaigns, promotions by either Party to third parties in terms of this Master Services Agreement, shall be subject to prior approval by both the Office of the Registrar



of **MAHE**, or his delegate, and the Director/ Executive Director of **Ppyrus**, or any authorized delegate.

- 13.2. **Ppyrus**, from time to time, during this contract period may interact with the students, faculty or management to collect feedback, suggestions in the form of a questionnaire or discussion forums upon confirmation from the office of the Registrar (Evaluation). All information collected will be treated confidential and **Ppyrus** will not share any such information with any third party without prior written permission from **MAHE**.

#### 14. DISPUTE RESOLUTION

- 14.1. This agreement shall be construed according to and governed by the Indian laws. In the event of any dispute between the parties arising under this agreement, either party may notify the other in writing the reason involved in such disputes and shall try their best to resolve it amicably.
- 14.2. Any unresolved dispute shall be referred to arbitration of a single arbitrator and settled fully and finally in accordance with the prevailing arbitration laws. The courts in Chennai shall have exclusive jurisdiction at the district and high court levels.

#### 15. INDEMNIFICATION

- 15.1. Each party agrees to indemnify and hold harmless the other party and its employees, members, land-lord, successors, and assigns, from any claims, liabilities, losses, damages, and expenses asserted against the other party and arising out of the indemnifying party's negligence, and negligent performance of, or failure to perform, any of its duties or obligations under this Agreement. However, in the event of non-performance of service delivery by **Ppyrus**, either in part or full, **MAHE** can choose to pay to the extent of services delivered by **Ppyrus** or not pay in full for the negligent delivery of services. In no event shall the claims exceed the total value of the services delivered for that specific examination event, at the affected exam centre.

#### 16. NON WAIVER

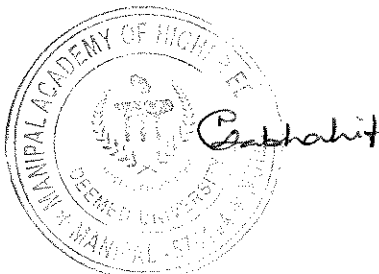
- 16.1. No provision of this agreement may be waived or changed except by a writing signed by the party against whom such waiver or change is sought to be enforced.

#### 17. CHANGE OF ADDRESS

- 17.1. In case of any change in the address of either of the party, same shall be communicated in writing to the other party

#### 18. CHANGE OF LICENSEE

- 18.1. In the event of change in organizational structure within **Ppyrus**, this contract may to transferred to **Ppyrus**'s authorized Licensee or agency or a **Ppyrus** Authorized partner, with due intimation to **MAHE**. All terms and conditions of the current Master Services Agreement (this document), will continue to be applicable to the Licensee, upon such a transfer.



## 19. FORCE MAJEURE

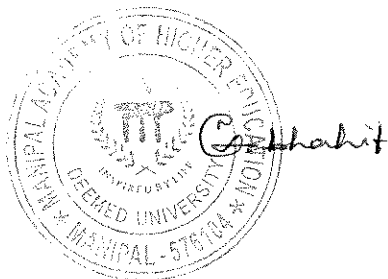
19.1. Neither party shall be liable for damages without limitation for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy, or acts mandated by any applicable laws, regulation or other (whether valid or invalid) of any government body.

## 20. GENERAL TERMS

- (a) Both parties confirm that this agreement is signed by the legal representative or the authorized representative of each party.
- (b) **Ppyrus** will take utmost care of security, reliability and delivery of PDE Services at **MAHE**.
- (c) **Ppyrus** will all take all possible steps to ensure smooth delivery of examinations. **Ppyrus**'s PEXA Services software cloud is hosted with the best cloud service provider and cloud services will be delivered with redundancy backup. However, **Ppyrus** will not be responsible for outages which could be beyond its control, like for eg., events like a major outage of the internet affecting the cloud services or downtime of the cloud services itself including the redundant infrastructure.
- (d) Breakages, damages, if any, to any device or any other component (used for the PDE services) caused by deliberate misuse by students or by **MAHE** personnel, will be borne by **MAHE**
- (e) Mutually agreed provisions can be made regarding software modifications in respect of **MAHE** Examinations.
- (f) If any provision of this Agreement is or becomes invalid, illegal or unenforceable under the laws of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement which shall not in any way be affected or impaired.
- (g) The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under the general laws of India.

## 21. NOTICES

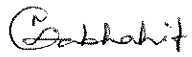
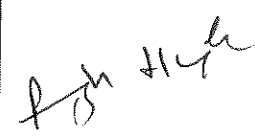
Any notice, consent, waiver or demand pursuant to or in connection with this Agreement must be in writing and will be deemed to be delivered when personally delivered or when actually received by facsimile transmission, e-mail, or overnight courier of national reputation or registered mail, at the address, facsimile number, or e-mail addresses stated below :

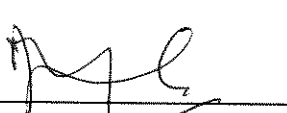





<p><b>To MAHE:</b></p> <p>Attention: The Registrar  <b>Manipal Academy of Higher Education</b>  Manipal.edu, Madhav Nagar,  Manipal 576104, Karnataka, India.</p> <p>Facsimile Number: +91 820 2570062/3  E-mail: <a href="mailto:registrar@manipal.edu">registrar@manipal.edu</a></p>	<p><b>To Ppyrus:</b></p> <p>Attention: President  <b>Ppyrus India Pvt. Ltd</b>  IIT Madras Research Park, Phase II, B 6/6,  Kanagam Road, Taramani, Chennai  600013, Tamil Nadu, India</p> <p>Email: <a href="mailto:biju@littlemoreinnovation.com">biju@littlemoreinnovation.com</a></p>
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**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized persons and signatories, at the place and as of the date first above written.

<b>MANIPAL ACADEMY OF HIGHER EDUCATION</b>	<b>Witnessed by:</b>
 REGISTRAR MANIPAL ACADEMY OF HIGHER EDUCATION By _____ MANIPAL Name: <b>Dr. Narayana Sabhahit</b> Title : Registrar	 _____ Name : <b>Ramesh Hegde</b>

<b>PPYRUS INDIA PRIVATE LIMITED</b>	<b>Witnessed by:</b>
By:  Name: <b>Biju Zachariah</b> Title: President	 _____ Name : <b>SURESH BALASUBRAMANIAN</b>