



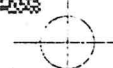
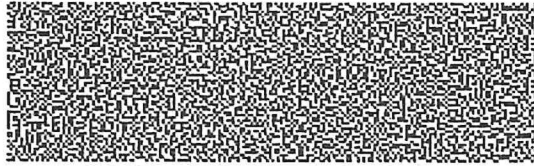
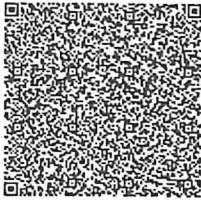
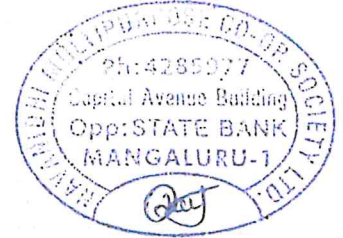
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INDIA NON JUDICIAL

Government of Karnataka

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Second Party : DBDA SOLUTIONS LLP BANGALORE
Stamp Duty Paid By : YENEPLOYA DEEMED TO BE UNIVERSITY
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Page: 1 of 7

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Date: 17.01.2020

AGREEMENT FOR ACCESS TO MYACADEMIC.CENTER SERVICE

Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

This is a service agreement between Yenepoya (Deemed to be University), Mangalore and DBDA Solutions LLP, Bangalore for using DBDA Solutions' myAcademic.Center service (the Service) as the online platform for thesis management and related services.

Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at "www.shclitestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate
- In case of any discrepancy please inform the Competent Authority.



Gangadhara
Registrar
YENEPLOYA
(Deemed to be University)

www.shclitestamp.com

General terms regarding the use and termination of the Service, etc. are described in the document "Appendix 1 - License Agreement T&C".

AIM, OBJECTIVES

The purpose of this agreement is to assert that the Yenepoya's (Deemed to be University) understanding of myAcademic.Center, the Service and support conforms to what DBDA Solutions LLP offers and what Yenepoya (Deemed to be University) expects in order to attain a desired quality and accessibility.

RESPONSIBLE CONTACTS

Service Agreement contact	Role	Phone	Email
Dr. Gangadhara Somayaji	Registrar, Yenepoya (Deemed to be University), Mangalore	M: +91 96118 73724	registrar@yenepoya.edu.in

UNIVERSITY DETAILS/ INVOICING ADDRESS

Institution Name	Reference No.	GSTIN
Yenepoya (Deemed to be University)		
Address		
Yenepoya (Deemed to be University), University Road, Deralakatte		
PIN	City	Country
575018	Mangalore	India

Sulkrashin Banerji



Dr. Gangadhara Somayaji

Registrar
YENEPOYA
(Deemed to be University)

ATTESTED

Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

PARTIES

DBDA Solutions LLP, registration no. AAN-6471, owns the service myAcademic.Center. myAcademic.Center is a cloud-based thesis management platform with value added services like integrated anti-plagiarism service, built in hackathon module for selection for internship and options for academia-industry collaborations.

Yenepoya (Deemed to be University) is a prestigious institution for quality higher education in health science and related areas based at Mangalore, Karnataka, recognized under Sec 3(A) of the UGC Act 1996, offering UG, PG and PhD programs for multiple streams of medical science.

DBDA Solutions and Yenepoya (Deemed to be University) enter into a service agreement for providing an integrated platform for managing thesis work with value added services of integrated plagiarism checking (using Urkund) and hackathon.

SERVICE AGREEMENT

1. DESCRIPTION OF THE SERVICE

The Service allows the departments getting access to myAcademic.Center's integrated platform for thesis management which includes dashboards for each role, workflow driven process management, integrated plagiarism checking and built-in hackathon module.

2. TECHNICAL DESCRIPTION

myAcademic.Center is a Software as a Service (SaaS) offering. The provisioning of computing resources for optimal performance is the responsibility of DBDA Solutions.

3. YENEPOYA's (Deemed to be University) RESPONSIBILITY

Yenepoya (Deemed to be University) commits to keep Institution Admin accounts safe and unexposed to any unauthorized party. If there is any suspicion that the account information has been disclosed to any unauthorized person or party, Yenepoya shall immediately report that to myAcademic.Center.

Yenepoya (Deemed to be University) will share the required information and credentials of the anti-plagiarism software the university uses With DBDA Solutions if it wants an integrated environment for ease of use.

While DBDA Solutions promises that no misuse of license of anti-plagiarism software will happen through its platform, Yenepoya (Deemed to be University) will inform DBDA Solutions immediately if it notices any such violation and shall indemnify DBDA Solutions of the licenses misused before DBDA Solutions was informed about the error.

If an integration with library management system is required, Yenepoya (Deemed to be University) will make it possible that the vendor of the library management system cooperates with DBDA Solutions LLP.

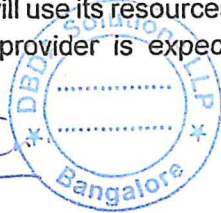
There has to be a separate tripartite agreement if any such activity is agreed upon and planned.

While DBDA Solutions will use its resources for such integration work, the library management software provider is expected to take care of enhancements required for its software.

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Dr. Gangadhara Soravalli
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka

Sulkranshu Banerjee



Registrar
YENEPOYA

DBDA Solutions LLP will not pay any annual maintenance fees to the library management software provider for this integration.

4. DBDA SOLUTIONS' LIABILITY

DBDA Solutions shall provide Yenepoya (Deemed to be University) with an institution account for myAcademic.Center upon reception of this signed agreement.

DBDA Solutions shall provide Yenepoya (Deemed to be University) on-boarding support and training to Institution Admins.

DBDA Solutions will work with anti-plagiarism service provider, use its resources to implement and test the required code changes to provide an integrated anti plagiarism environment.

DBDA Solutions reserves the right of not integrating an anti-plagiarism software/ service with its platform if that is not a commercially viable proposition.

5. ACCESS QUALIFICATION

Access to myAcademic.Center service requires an institution account. The institution account will be set up by myAcademic.Center and is to be managed by the Institution Admin. Institution Account is obtained from myAcademic.Center after signing and returning this Agreement.

6. SERVICE LEVEL

Yenepoya (Deemed to be University) will be authorized to use following roles and related services for effectively carrying out its thesis management function by using myAcademic.Center platform:

- Institution Admin
- Controller of Examination
- Faculty (Supervisor, HoD, Dean)
- Student
- Librarian
- External Guide
- External Examiner

CORE Services will include:

The Platform for Thesis Management
Role-based dashboards, process workflow, etc.

Creation and availability of different entities - students, faculty members, thesis tracks, etc.

Integration with anti-plagiarism service that the institute uses will be done wherever feasible and commercially viable.

Note: The licenses of anti-plagiarism service have to be procured by the institute separately (as it is done today).

Availability of archived/ past theses to all students, faculty members associated with the institute on 24/7 basis.

VALUE ADDED Services will include:

Hackathon platform.

Sulokranthi Bannay



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[Handwritten signature]

Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

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Registrar
YENEPOYA
(Deemed to be University)

7. SECURITY

All communication is encrypted using TLS 1.2/ SSL protocol.
myAcademic.Center uses Google authentication for accepting a login request; it does not store any password. Users are free to use multifactor authentication as supported by Google for enhanced security.

8. RELEASE MANAGEMENT

Versions of the Service is organised into Major.Minor.Revision. The release notes document the product version, bug fixes and known issues. For most of the cases the roll out of updated version would be transparent to most user groups. Where required, an alert would be sent to affected user groups to clear the cache to ensure consistency.

9. ACCESSIBILITY

The Service will be available throughout the university's license period.
myAcademic.Center reserves the right to immediately limit the end users' access to the platform in case the service is used in breach of the License Agreement.
In case the integration with library management system for sending the archived theses to library management system, or similar services, is causing outage in the myAcademic.center portal, myAcademic.Center reserves the right to temporarily block or limit the access to that integration service until the problem is solved.
In cases where the integration with other systems used by the University has been set up in such a way that it burdens myAcademic.Center's Service inequitably or in such a way that it directly or indirectly constitutes a risk to the stability of the Service, myAcademic.Center reserves the right to block or shut down the connection to the other Service until the situation has been rectified by the University.
In such cases, mentioned in 9.2, 9.3, 9.4, the University is responsible for informing its other service providers after notification from myAcademic.Center.

10. NON-AVAILABILITY

The Service might not be available during maintenance windows stated in standard user agreement terms. myAcademic.Center shall inform the university before any planned maintenance.

11. RULES FOR BREACH OF CONTRACT

Breach of Contract by Yenepoya (Deemed to be University)

If Yenepoya (Deemed to be University) has not completed its undertakings in accordance with this Agreement, the first step will be a meeting between the two parts. Yenepoya (Deemed to be University) shall give DBDA Solutions a status report of the incident that has occurred and present what actions that have been taken to prevent it from repeating in the future. The meeting shall be documented, and the notes approved by both parts. One month after the meeting, a new meeting shall be held where the actions shall be reviewed.

Breach of Contract by DBDA Solutions

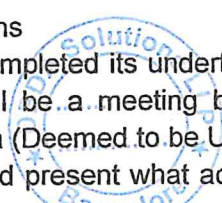
If DBDA Solutions has not completed its undertakings in accordance with this Agreement, the first step will be a meeting between the two parts. DBDA Solutions shall give Yenepoya (Deemed to be University) a status report of the incident that has occurred and present what actions that have been taken to

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Dr. Gangadhara Somayaji K S

Registrar

(Yenepoya (Deemed to be University))
Yenepoya Road, Daralakatte
Mangalore 575 016, Karnataka.



 Registrar

prevent it from repeating in the future. The meeting shall be documented, and the notes approved by both parts. One month after the meeting, a new meeting shall be held where the actions shall be reviewed.

12. SUPPORT INFORMATION

myAcademic.Center is answering support questions on weekdays 09:30 to 18:00 (GMT+5:30). Support questions and error reports should be directed to: support@myacademic.center.

13. INCIDENT MANAGEMENT

Should a major disturbance, incident or accident lasting longer than 8 hours (normal office hours) happen, the following actions should be taken:

Identify the problem. Both parties shall as soon as possible and without any delay inform the other if a problem has been identified.

Reporting. Both parties shall as soon as possible and without any delay, make a report to the other if a problem has been identified, detailing the circumstances.

DBDA Solutions is responsible to establish the cause of the incident/ problem if the error is caused by the Service. Yenepoya (Deemed to be University) is responsible for determining the problem or the cause of the problem if the error is caused by the IT infrastructure of the University.

DBDA Solutions has the responsibility to make any corrections necessary to restore functionality for problems caused by the Service.

Yenepoya (Deemed to be University) has the responsibility to make any corrections necessary to restore functionality for problems caused by the IT infrastructure of the University or any University-related systems such as, but not exclusively, the network environment in which end user is operating.

The party that solves a problem and restore functionality shall without delay inform the other party when the problem is resolved.

By default, the responsibility to inform the end users of restored functionality shall be assumed by the party who caused the problem, provided contact information is available. The responsibility of sending the information may be transferred to the other party if agreed upon.

14. TRANSFER OF AGREEMENT

The responsibilities and/or liabilities in the agreement may not be transferred, whole or in part, to any other party without the written consent of the other party.

15. DISCLAIMER OF WARRANTY & LIABILITY

The Services will be provided to the Customer "as is" and "as available". DBDA Solutions does not guarantee the Customer that data or the Service will correspond to the Customers' needs or expectation, that usage of the Service will be without interruption or without error and that these in that case will or could be corrected. Besides this Service Agreement, the standard user agreement terms between Yenepoya (Deemed to be University) and DBDA Solutions will apply.

ATTESTED

Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore, Karnataka.

Srikant Kumar Banerjee



Dr. Gangadhara Somayaji K S
Registrar
YENEPOYA
(Deemed to be University)

16. CANCELLATION

The parties have the right to terminate this Agreement by giving three months' notice. The party who terminates the contract has an obligation, if the other party so desires, to inform end users that the party has chosen to terminate the contract.

17. FEES

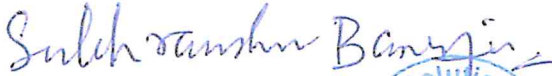
DBDA Solutions reserves the right to charge Yenepoya (Deemed to be University) for the service, once the FREE TRIAL period gets over. The FREE TRIAL period will be for one year starting from Jan 1st, 2020.

The commercials will be worked out once Yenepoya (Deemed to be University) is convinced about the capabilities of myAcademic.Center and before the FREE TRIAL period gets over.

The subscription fees are to be paid semiannually and is not transferable nor will be reduced pro-rata.


18. REVISION

Both parties have the right to ask for an audit of this service agreement once a year.


Subhranshu Banerjee
Founder & CEO,
DBDA Solutions LLP / myAcademic.Center



Bangalore, 21. Jan, 2020.
Place / Date


Dr. Gangadhara Somayaji
Registrar,
Yenepoya (Deemed to be University),
University Road, Deralakatte
Mangalore 575 018, Karnataka

17/01/2020
Place / Date

Appendix 1 - License Agreement T&C

ATTESTED

Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

MYACADEMIC.CENTER LICENSE AGREEMENT TERMS & CONDITIONS

1. Introduction

These terms & conditions regulate the relationship between DBDA Solutions LLP (the owner of the service myAcademic.Center, hereafter referred to as DBDA Solutions/ myAcademic.Center; the service is referred to as "the myAcademic.Center services") and the subscribing license holder (hereafter referred to as The Customer). The terms & conditions apply to the agreement that The Customer concludes with DBDA Solutions/ myAcademic.Center for the use of the thesis management platform with integrated anti-plagiarism service, built-in hackathon platform and industry-academia connect called "the myAcademic.Center services". It is the obligation of The Customer to relay these terms of use to the individual users within The Customer's organisation. Unless specifically stated otherwise in the customer agreement, these terms & conditions supersede any other conflicting terms & conditions.

2. Definition and use of the myAcademic.Center services

The myAcademic.Center services are all the services related to myAcademic.Center such as the services of thesis management platform with integrated anti-plagiarism service, built-in hackathon platform and academia-industry connect as defined at <https://www.myacademic.center/#services>. DBDA Solutions/ myAcademic.Center can modify the content of the myAcademic.Center services, add new services and close services without prior notification to The Customer. DBDA Solutions/ myAcademic.Center declines all liability arising from such measures. The rights to use the myAcademic.Center services accrue to The Customer as defined in these terms & conditions and in the customer agreement. If The Customer is an educational institution the right is accrued to the staff at that educational institution; if The Customer is a department of an educational institution, the right is accrued to the staff of that department. If The Customer is a business corporation or a government department, the right accrues to those that upon agreement with DBDA Solutions/ myAcademic.Center have been granted access to the myAcademic.Center services. DBDA Solutions/ myAcademic.Center has the right to restrict The Customer's use of the myAcademic.Center services immediately for use outside those intended. DBDA Solutions/ myAcademic.Center also has the right to deny the creation of, or disable already created, user accounts if DBDA Solutions/ myAcademic.Center suspects that they are used or will be used by someone outside of the organisation, e.g. if the email addresses which the user account is based on differ from the organisation's standard email format. "Unlimited use" of DBDA Solutions/ myAcademic.Center's system means that The Customer can use the service however often they desire, all the services and may be simultaneously, unless breaking the clauses outlined in these terms of service and without relinquishing responsibility that the system is not abused. Should DBDA Solutions/ myAcademic.Center discover that the relation between the number of students stated in the contract and the number of students accessing the platform is abnormally high, The Customer is obligated to help DBDA Solutions/ myAcademic.Center find the reason or source and help remedy the situation. If The Customer neglects to do so or if the situation is deemed by DBDA Solutions/ myAcademic.Center to be urgent, DBDA Solutions/ myAcademic.Center reserves the right to restrict the access to the system with immediate effect.

3. Limitation of liability

The myAcademic.Center services will be provided to The Customer "as is" and "as available". This means that DBDA Solutions/ myAcademic.Center does not guarantee The Customer that the myAcademic.Center services will correspond to the needs or expectations of The Customer, that usage of the myAcademic.Center services will be without interruption or without error and that these, in that case, will or could be corrected. DBDA Solutions/ myAcademic.Center's liability is limited to direct damages and only if caused through DBDA Solutions/ myAcademic.Center's. DBDA Solutions/ myAcademic.Center's responsibility is limited to direct losses and cannot be extended to consequential or indirect damages such as anticipated loss of revenue, cost of capital, loss of time or cost of substitute services. Furthermore, DBDA Solutions/ myAcademic.Center's liability can never exceed the amount invoiced The Customer during the last invoicing period. Nor does DBDA Solutions/ myAcademic.Center accept any liability for the consequences of use or misuse of published recommendations and advice. DBDA Solutions/ myAcademic.Center shall be considered as exempt of compensation claims and other consequences if DBDA Solutions/ myAcademic.Center has not been able to

ATTESTED

Dr. Gangadhar Somayaji K S
Registrar
Gangadhar Somayaji K S
University
Mangalore 575 001,
Karnataka.

Sulhasanthu Banerjee
Bangalore

Registrar
Gangadhar Somayaji K S

APPENDIX 1 - LICENSE AGREEMENT TERMS & CONDITIONS

fulfil their obligations due to circumstances outside DBDA Solutions/ myAcademic.Center's control or circumstances that could not be anticipated ('force majeure' or 'an act of god'). Exonerating circumstances like these are mainly, but not limited to, industrial actions, war, fire, lightning, earthquake, government legislation or other public rules and regulations. Service disruption may occur because of failure on the part Cloud Service/ Hosting Service/ Network Service/ 3rd party service provider/s on which DBDA Solutions has no control.

4. Implementation and support thereof

- a) myAcademic.Center helps customer on-boarding and provides training on how to get the best out of the system. Online help and training videos will also be available after login for that role.
- b) The Customer must be aware that the support myAcademic.Center can give to The Customer is limited to what can be configured on the systems which myAcademic.Center controls, such as myAcademic.Center settings or integrations that have been created or commissioned by myAcademic.Center. myAcademic.Center does not commit to developing additional functionality or changing or adjusting the current system to accommodate the needs or requests of a specific customer, unless agreed during the evaluation of myAcademic.Center platform and signing of the contract.
- c) Any configuration of installed plugins in The Customer's own IT environment must be done by The Customer itself or by The Customer's IT providers.
- d) If myAcademic.Center deems a support issue to be related to problems in the settings, configurations of The Customer's own IT environment, or due to faults therein, myAcademic.Center shall inform The Customer of this but shall not be bound to support The Customer with these issues.
- e) If The Customer requests support that myAcademic.Center deems be related to The Customer's incorrect use of the service, myAcademic.Center shall only be bound to supporting The Customer to understand the correct methods of using the system. myAcademic.Center is not bound to support customers that wish to use the system in ways that are not recommended by myAcademic.Center. Usage of the system that is against myAcademic.Center's terms and conditions will be treated as per the terms and conditions.

5. Customer's obligations

The Customer agrees to act so that the myAcademic.Center services are not used in contravention of the terms & conditions of this agreement or applicable law. The Customer agrees not to reveal usernames and passwords to unauthorised persons and not to store documents containing information with usernames and passwords in such a way that unauthorised persons can access them. The Customer agrees to contact DBDA Solutions/ myAcademic.Center if it is suspected that unauthorised persons have gained knowledge of The Customer's username and password. The Customer is responsible for updates of new users (students, faculty, admins, etc.) and furthermore to make sure that only authorised users have access to the myAcademic.Center services. For this purpose, it is possible to use the administration tool provided by myAcademic.Center, or through contact with myAcademic.Center. The Customer is responsible in their own name and on their own behalf for the material which is sent to the myAcademic.Center services and, that the content of the said material is not in contravention with local/ international law or other applicable regulations. The Customer is only allowed to check documents that are produced within the subscribed department within the subscribed period. Furthermore, The Customer may not deliberately send files that are infected with a virus, corrupted files, unsupported file formats, copyrighted material, documents with inappropriate content, documents containing no text or very small portions of text or other types of fragments of documents. The Customer shall indemnify DBDA Solutions/ myAcademic.Center from claims originating from third parties due to the content in, or the use of, the myAcademic.Center services.

6. The individual user's responsibility

- a) The terms of use for Individual users and administrators are comprised of these general terms of the agreement and are accepted by The Customer through connecting to the service. It is the responsibility of each user to adhere to these terms.
- b) Individual users who register for a user account must be aware that this is personal in the sense that an individual user is not entitled to give people outside the organisation that constitutes The Customer (including students within or outside the subscribing organisation), access to the user account in any way, for example, by lending it or giving it to someone, through negligence, by disclosing or otherwise disseminating username and password. Students may only be given a plagiarism report if the receiving faculty decides to share it.

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c) In the unlikely event that the user or administrator, through malfunction, unforeseen loopholes or through any other circumstances would receive or find access to information or settings not belonging to their personal user account or institution, the user is obligated to notify DBDA Solutions/ myAcademic.Center immediately. The user must be aware that the information in this case may be confidential and that any unauthorised use, dissemination of the information or changing of settings is strictly prohibited.

d) Individual users (students, researchers) are entitled to make printouts of documents submitted by them as part of the normal process. No other use of prints from the myAcademic.Center services is allowed.

e) Individual users are, through their use of the myAcademic.Center services, obligated to treat any personal information that can emerge in such a way that they in no way lead to injury or discomfort to the person in question and also to treat this data in a way that is according to local, EU and international law.

7. Management of systems, maintenance and control

DBDA Solutions/ myAcademic.Center will normally schedule planned maintenance in the technical environment between 6:00 pm (18:00) on Fridays and 06:00 am on Mondays (UTC/GMT + 5:30h). DBDA Solutions/ myAcademic.Center continuously monitors the technical environment and will initiate work to resolve problems within eight hours after they are brought to DBDA Solutions/ myAcademic.Center's attention by the automatic monitoring system or reported by The Customer. DBDA Solutions/ myAcademic.Center reserves the right to be continuously developing and improving the technical environment. In those instances where this affects The Customer's use of the myAcademic.Center services, DBDA Solutions/ myAcademic.Center shall be exempt of any claims of damages. Interruptions of the myAcademic.Center services extending beyond 14 days permits The Customer to: (1) within seven days, during the period of service interruption or after the myAcademic.Center services has been restored to cancel this agreement with immediate effect, or (2) within seven days, during the period of service interruption or after the myAcademic.Center services has been restored to prolong the subscription period defined in this agreement by a period equal to the length of the service interruption.

8. Copyright

Copyright shall be respected in accordance with applicable law. The Customer shall only use the myAcademic.Center services in the manner prescribed by myAcademic.Center. Any other use of the material must not be in breach of applicable copyright law or this agreement. The copyright holder has the right and will be given the possibility to withhold their material from being used as material of comparison in the anti-plagiarism services. DBDA Solutions/ myAcademic.Center does not at any time claim ownership over documents, statistics or data generated by The Customer's use of the service. DBDA Solutions/ myAcademic.Center makes all reasonable efforts to keep such information secret through logging all activity in the system as well as other security measures such as (but not limited to) firewalls, system hierarchy and actual physical protection. All data generated by The Customer by using the system is entirely owned by The Customer both during the subscription period and after the subscription period has ended, regardless of whether the service has been terminated by The Customer or by DBDA Solutions/ myAcademic.Center.

9. Stored material

Material that has been sent to the myAcademic.Center services will be stored within the system. Under no circumstances will DBDA Solutions/ myAcademic.Center have the right to resell or in any way redistribute the material. Moreover, the material can never be provided to a third party without a written consent from The Customer. All use of the stored documents must be in accordance with the settings that The Customer has chosen.

10. Termination of the service

This agreement shall remain in force throughout the period that The Customer subscribes to the myAcademic.Center services and until The Customer's access to the service is closed. The subscription period for the myAcademic.Center services is normally 12 months or, unless the agreement states otherwise, unless agreed otherwise, the subscription will renew automatically each period until cancelled by The Customer or by DBDA Solutions/ myAcademic.Center no later than three (3) months before the end of the active subscription period; if not, the cancellation will come in to effect at the end of the following subscription period. DBDA Solutions/ myAcademic.Center reserves the right to cancel a subscription as of the renewal date of an ongoing subscription. Furthermore, DBDA Solutions/ myAcademic.Center has the right to terminate The Customer's use

APPENDIX 1 - LICENSE AGREEMENT TERMS & CONDITIONS

of and access to myAcademic.Center's services immediately (and, if practicable, upon giving The Customer notice) in the event that The Customer breach any material term in this agreement or act in conflict with it. Not following payment obligations or misuse of username and password would constitute examples of such a breach. DBDA Solutions/ myAcademic.Center has the right to monitor abuse of the service. If DBDA Solutions/ myAcademic.Center detects that The Customer's use of myAcademic.Center services is jeopardising the stability of the system or any system related to myAcademic.Center services, DBDA Solutions/ myAcademic.Center has the right to restrict with immediate effect The Customer's access to the services. DBDA Solutions/ myAcademic.Center also has the right to restrict the access of The Customer if the number of documents sent to myAcademic.Center services is substantially higher than what could be expected in relation to the number of students/users for which The Customer had stated in the current contract.

11. Return of The Customer data

On termination of contract, myAcademic.Center will return all documents pertaining to the institution in digital format. myAcademic.Center will keep all data for 12 months from the date of termination of the contract; after that the data will be permanently deleted.

12. Prices and price modifications

Prices are calculated according to the size of The Customer's educational establishment; the size of the university/ educational institution is defined by the number of students. Subscriptions are available to allow The Customer to use myAcademic.Center for the whole educational institution or for a self-contained unit of the institution, e.g. a department, programme (UG, PG, etc.) of a department, etc. DBDA Solutions LLP/ myAcademic.Center retains the right to modify prices once per annum. The new price will be effective upon renewal of the subscription. DBDA Solutions reserves the right to modify the prices with immediate effect if these modifications are the direct consequence of circumstances outside DBDA Solutions' control, such as fluctuations in infrastructure cost, currency exchange rates, etc. Price modifications caused by such circumstances shall be communicated to The Customer as soon as possible. Possible taxes or other imposed tariffs shall be paid by The Customer.

13. Jurisdiction

Disputes concerning the interpretation or application of this agreement and legal relationships related thereto shall be determined by arbitration pursuant to Indian law. The dispute shall be settled by arbitration. All such arbitration proceedings shall be held either in Bangalore or in Mangalore in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time.

DBDA Solutions LLP / myAcademic.Center, Jan 2020

Sulthranthir Banerji



Dr. Gangadhara Somayaji K S
Registrar
YENEPOYA
(Deemed to be University)

ATTESTED

Dr. Gangadhara Somayaji K S