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MASTER SERVICE AGREEMENT

This master service agreement (MSA) is entered into on 15th Mar'2025.

BY AND BETWEEN

(1) **BINARYDOTS TECHNOLOGIES PRIVATE LIMITED**, a company registered under the Companies Act, 2013, having its corporate office at **STEP INCUBATOR, JSS COLLEGE OF ENGINEERING, SEC 62, GAUTAM BUDH NAGAR (NOIDA) – 201301** and having Corporate Identity Number: **U74120UP2015PTC069496** (hereinafter referred to as the **"First Party"**, which term shall, unless repugnant to the subject, context or meaning thereof, include its successors and assigns) of the First Part.

AND

(2) **Amritsar Group of Colleges**, an Institute having its registered Office at **12 Km Stone,NH-3, Grand trunk Road, Meharbanpur, Punjab -143109** and having its campus at **12 Km Stone,NH-3, Grand trunk Road, Meharbanpur, Punjab -143109** (hereinafter referred to as the **"Second Party"**, which term shall, unless repugnant to the subject, context or meaning thereof, include its successors and assigns) of the Second Part

WHEREAS,

A) The Company is engaged in the business of IT software providing software relating services on a subscription basis to the hostels namely FRETBOX. **(the "Business").**

B) **"First Party"** & **"Second Party"** believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities which can lead to increased Students satisfaction.

C) Both Parties, being legal entities in themselves desire to sign this MSA for advancing their mutual interests.

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THEREFORE,

In view of the aforesaid, **BINARYDOTS TECHNOLOGIES PRIVATE LIMITED** ("**First Party**"), **Amritsar Group of Colleges** ("**Second party**") have agreed to assign the responsibilities, rights and liabilities in this agreement. It is hereby agreed by and between the parties hereto as follows:

1. Both the parties represented that it has full power and authority to enter into this MSA and perform the agreed services and has necessary infrastructure to perform the services under this MSA.
2. **This MSA shall come into force from 16th Day of Mar' 2025 of this MSA and remain in force unless terminated by either party in writing**.
3. This MSA may be revised on mutually agreed terms and conditions and the revision shall be in writing and only become effective on signing by authorized representatives of each party.
4. Both the Parties agree that **BINARYDOTS TECHNOLOGIES PRIVATE LIMITED** ("**First Party**") is desirous of providing quality facilities in the form of related products for the hostels.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MSA, THE PARTIES HERETO AGREE AS FOLLOWS:

OBJECTIVE CLAUSE

That this Master service agreement (MSA) establishes a cooperative relationship between the "**First Party**" and "**Second Party**". Under this MSA both the parties as mentioned above will establish mutual benefits.

The "**First Party**" is in the business of software relating services to the hostel. For the purpose of the said business, the "**First Party**" agrees to provide the products (FRETBOX) to the "**Second party**" solely for the purpose of Hostels **(As per the Annexure 1).**

FretBox is India's 1st exclusive SAAS Tech suite for Hostels, PGs and service apartments, empowering co-living in India.

As a part of our training provide by "**First Party**", that might need to talk to hostel people to explain our product & explain how to use. People here include hostel residents as well as employees (Security guards, manager maintenance Etc.)

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During the training period (Normally 1-2 Weeks), **"First Party"** executives may need to be present in your hostel premises or we provide online training for remote installation

The terms of this MSA shall continue to be in effect for perpetuity unless the MSA is terminated in.

accordance with the terms mentioned herein.

"First Party" executives might meet with residents to help them download the app & explain our product.

3.1. The **"Second party"** shall pay in Indian rupees the agreed monthly in **advance subscription** mode as **quarterly**/monthly (will be decided finally after the successful free service demonstration on campus through trial basis and subject to requirement hardware installation or other customized services if needed/demanded) for the Products via online or offline mode of payment or as mutually agreed in between the parties here to (**As per Annexure A).**

Either party shall always have the right to terminate this MSA in case of any party violates any terms written in this agreement and, having been given written notice by the either party of the said violation(s), fails to remedy the problem within one month; in such circumstances of un-rectified violation(s), either party may then give one month written notice to the other party.

Either party, on giving notice, shall settle all accounts. Further, any balances due on termination shall be paid within seven days of termination. Termination of this Agreement by either Party shall not affect the rights and obligations of the Parties accrued prior to the effective date of the termination.

REPRESENTATIONS AND WARRANTIES

The **"First Party"** and the **"Second Party"** hereby make(s) the following representations and warranties:

(i) that it/they has/have the power and authority to enter into this Agreement and the performance of the respective obligations mentioned in this Agreement do not and will not conflict with any

    (a) applicable laws, rules or regulations;

    (b) its/their constitutional documents; and/or (c) any agreement(s) or instrument(s) binding upon it/them;

(ii) their respective obligations under this Agreement are/will be legal, valid, binding, irrevocable and enforceable.

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AMENDMENT

This MSA constitutes the entire understanding of the parties related to the subject matter hereof. The MSA may be amended only in writing when it is signed by **BINARYDOTS TECHNOLOGIES PRIVATE LIMITED** (**"First Party"**), **Amritsar Group of Colleges** (**"Second Party"**).

GOVERNING LAW AND ARBITRATION

1. The Agreement shall be governed by and construed in accordance with Indian Law. Notwithstanding anything to the contrary, if any dispute/disagreement/differences ("Dispute") arise between the Parties during the subsistence of this Agreement and/or thereafter, in connection with, inter alia, the validity, interpretation, implementation and/or alleged breach of any provision of this Agreement, jurisdiction or existence/appointment of the arbitrator or of any nature whatsoever, and which cannot be settled in amicable discussion or negotiations or settlement between the Parties within 15 days, then, the Dispute shall be referred to a One arbitrator

2. Subject to arbitration provision stated hereinafter and the Courts at **Delhi NCR** shall have the jurisdiction. It is expressly agreed that in any circumstance, the appointment of the sole arbitrator as aforesaid shall be and shall always deemed to be the sole means for securing the appointment/nomination of the arbitrator(s), without recourse to any other alternative mode of appointment of the arbitrator(s). Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other subsequent modifications or enactments thereof. The venue for Arbitration proceedings shall be MUMBAI and the arbitration proceedings shall be concluded within period of 15, the cost of which shall be equally shared by all Parties. Arbitration shall be conducted in English Language and the award shall be binding upon all Parties subject to the applicable laws in force and the award shall be enforceable in any competent court of law.

ASSIGNMENT

No Parties shall assign or transfer the rights and obligations generated under this Agreement without the prior written consent of the other. Agreement is presently in consideration with respect to the performance of rights and obligation agreed as per this Agreement. Whereas the **"Second Party"** shall not be permitted to further assign or transfer the requisition of services to any other third party without obtaining the written consent by the **"First Party"** which consent shall not be unreasonably withheld.

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FORCE MAJEURE

BINARYDOTS TECHNOLOGIES PRIVATE LIMITED, the **"First Party"** will not be deemed in breach of this Agreement or have any liability to **"Second Party"** because of failure to perform any of its obligations under this agreement if the failure is due to acts of God, war, terrorist acts, pandemic, civil disturbances and other causes which is beyond the **"First Party"** reasonable control. If this Agreement specifies a time period for full settlement of the payment that time period will be extended, and the **"First Party"** will be provided with the time period quantifying the damages caused by such Force Majeure.

NOTICES

Any party may deliver notices to the other by personal delivery or by postal delivery at -

(First Party)

NAME **- Ashish Gupta**

COMPANY NAME **- BINARYDOTS TECHNOLOGIES PRIVATE LIMITED**

ADDRESS – STEP INCUBATOR, JSS COLLEGE OF ENGINEERING, GAUTAMBUDH NAGAR (NOIDA) - 201301

MAIL ID – business@fretbox.in

(Second Party)

NAME –

INSTITUTION NAME – **Amritsar Group of Colleges**

ADDRESS – **12 Km Stone,NH-3, Grand trunk Road, Meharbanpur, Punjab -143109**

MAIL ID **-**

Notices shall be deemed delivered on the date of actual receipt. Any notice/communication given under or in connection with or pursuant to the Agreement and/or applicable laws must be in English.

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MISCELLANEOUS

a. Relationship of parties - The terms of this Agreement shall not be construed to constitute a partnership, joint venture or employer/employee relationship between the parties. This Agreement along with any other relevant document constitutes the whole of the agreement and understanding between the parties about the subject matter.

b. Severability - In the event of any provision of this Agreement being held or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose of the deleted provision to the greatest extent possible.

c. Interpretation - Headings used in this Agreement are for the convenience and ease of reference only and shall not be relevant to or affect the meaning or interpretation of this Agreement.

d. Waiving Clause - No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

e. Approvals - Each Party shall obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.

f. Compliance - The **BINARYDOTS TECHNOLOGIES PRIVATE LIMITED** (**"First Party"** and **Amritsar Group of Colleges**

 (**"Second Party"**) shall ensure compliance with all statutory requirements while performing the services under this agreement.

g. Co-Operation Clause - That the representatives of both the Parties will meet periodically to

review the implementation of cooperation and exchanges information of mutual benefit. These meetings, which may include representative of other interested organization as appropriate, they will also exchange views on which the parties can work for the mutual benefit. That the preparations for such meetings, their timing, and their agendas, will be established priorly and should be informed to both the parties.

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h. Intellectual property rights

"Second Party" acknowledges and agrees that the Branded Platform is **BINARYDOTS TECHNOLOGIES PRIVATE LIMITED** copyrighted property and comprises information, formatting, and templates created by, or selected, coordinated, and arranged by **BINARYDOTS TECHNOLOGIES PRIVATE LIMITED** through the exercise of authorship and by the application of editorial standards and judgments, involving the expenditure of considerable work, time, and money. **"Second Party"** agrees that all intellectual property rights with respect to the Branded Platform belong to First Party.

Except as expressly provided hereunder, no license granted hereunder conveys any right, express or implied, to manufacture, duplicate, or otherwise to copy or to reproduce the Branded Platform or any other **BINARYDOTS TECHNOLOGIES PRIVATE LIMITED** software, proprietary content, materials, documentation, records, or other information, or any part, portion, or aspect thereof. Licensee acknowledges and agrees that no ownership of proprietary rights is conveyed to Licensee hereunder. Licensee agrees to cooperate with **BINARYDOTS TECHNOLOGIES PRIVATE LIMITED** proprietary interests in the Branded Platform.

Second Party shall not adopt, use, or register any corporate name, trade name, trademark, product name, or other designation similar to or incorporating, in whole or in part, the without the prior written consent of **BINARYDOTS TECHNOLOGIES PRIVATE LIMITED** Upon execution of this Agreement, Licensee shall transfer to **BINARYDOTS TECHNOLOGIES PRIVATE LIMITED** any and all general top-level domains or country code top-level domains that Licensee (by itself or through its officers, employees, or agents) have

i. Confidentiality Clause. The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date mentioned herein above.

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By:

Ashish Gupta..(Signature)

Print Name: BINARYDOTS TECHNOLOGIES PRIVATE LIMITED

Title: DIRECTOR

Address: STEP INCUBATOR, JSS COLLEGE OF ENGINEERING, SEC 62, GAUTAM BUDH NAGAR (NOIDA)- **201301**

By:

………………………………(Signature)

Print Name– <u>Amritsar Group of Colleges</u>

Title: ………………………………………...

Address: 12 Km Stone,NH-3, Grand trunk Road, Meharbanpur, Punjab -143109

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ANNEXURE A

License type: Subscription	
Initial Billed licenses: Up to 750 Students/-	**Licenses scaling**: To be Reviewed every 6 months

License Fee: INR 50 Rs/- student per Month **+ taxes.**

Onboarding Offer: INR 15 Rs/- student per Month between setup period (16 Mar-31st May) Then INR 29 Rs/- student per Month **+ taxes** for 24 months.

Tax: currently 18% on software services

License cost revision: - Post onboarding offer period revised pricing discussion every 12 months, subject to standard inflation and changes in cost of technology in use.

Contract Period: 36 months + renewal.

AMC: FretBox being a subscription-based licensing there is **zero** cost of maintenance. Cloud, Development, Maintenance everything goes on us.

Proposed model of Implementation of current scope:
- Software as a Service
- Biometric (Hardware integration)
- Mobile App for students & working staff, Admin
- Web Application for Admin
- Smart TV App for hostel's Reception & Control room

Support required from Institution:
- Require 1 Nodal officer for full knowledge transfer, preferred from IT background
- Civil work & Networking for Installation of Hardware

Implementation Plan:
- Software setup & Training – 5 Days
- Hardware installation and setup – 2 Weeks

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Downtime and System Availability:

Scheduled Downtime

The Provider will schedule any required downtime for system updates, maintenance, or upgrades during the contract period, and will notify the Client at least Two business days in advance. The Client agrees to cooperate in scheduling such downtime to minimize business disruptions.

- Duration: Scheduled downtime will not exceed 2 (Two) hours per event unless mutually agreed upon in writing by both Parties.
- Notification: The Provider will provide the Client with the specific time and expected duration of the scheduled downtime.

Unscheduled Downtime

In the event of unscheduled downtime caused by unforeseen issues such as system errors, technical failures, or other incidents, the Provider agrees to respond and resolve the issue promptly, within **2** hours of notification by the Client.

- **Provider's Responsibility**: The Provider will use commercially reasonable efforts to restore the system to full functionality as quickly as possible and provide a root cause analysis within **1** business days of resolution.
- **Remedies for Downtime**:
  If the provider fails to meet the guaranteed uptime, the client will be entitled to service credits as follows:
- For uptime between [99.0%-99.9%]: 0% of the monthly fee as a credit.
- For uptime between [98.0%-99.0%]: 2% of the monthly fee as a credit.
- For uptime below [98.0%]: 10% of the monthly fee as a credit or termination rights at the client's discretion.
- **Claiming Service Credits:**
  To claim service credits, the client must notify the Service provider in writing within 5 days of the end of the affected calendar month. Service credits are the sole and exclusive remedy for downtime.
- **Exclusions:**
  The provider will not be liable for downtime caused by:
  - o The client's failure to comply with the Agreement.
  - o Third-party integrations or software not controlled by the provider.
  - o Any unauthorized modifications made to the software by the client.

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Technical support:

Priority Levels

1. **Priority 1 (Critical)**: Severe issues causing complete system downtime or critical functionality failure. Business operations are significantly impacted.

   - **Response Time**: 1 hour to acknowledge the issue.

   - **Resolution/Workaround Time**: 4 hours (or sooner).

   - Examples: - Entire system crash.   - Inability to access the software by all users.   - Major security breach.

2. **Priority 2 (High)-** Significant functionality is impacted, but a workaround exists. Non-critical business operations are affected.

   - **Response Time**: 1 hour to acknowledge the issue.

   - **Resolution/Workaround Time**: 1 business day

   - Examples: - A module is not functioning, but the rest of the system works.   - Performance degradation impacting multiple users.

3. **Priority 3 (Medium)-** Minor functionality is affected, or an issue impacts only a small group of users. Business operations continue without significant disruption.

   - **Response Time**: 4 business hours to acknowledge the issue.

   - **Resolution/Workaround Time**: 3 business days.

   - Examples: - Cosmetic issues (e.g., UI glitches).   - Reporting or analytics issues for non-critical use cases.

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4. **Priority 4 (Low)**: General requests, non-urgent bugs, or enhancements that have no immediate impact on business operations.

   - **Response Time**: 1 business day to acknowledge the issue.

   - **Resolution/Workaround Time**: 5–10 business days or included in the next scheduled release.

   - Examples: - Feature requests or suggestions.   - Issues with a known workaround.

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Features in consideration: -

Resident tracking • Proof of presence • Leave request • Late entry • Regular Night out	**Communication** • Noticeboard • Feedback • suggestions • Birthdays • Holidays • Parents
Hostel Mess • Publish Mess Menu • Mess Booking	**Hostel Allotment** • Hostel Booking • Room swap • Check In • Check Out
Assistance • Emergency • Complaints	**Other Charges** • Fines • Disciplinary Action
Inventory • Student • Building/Room wise	**Reports & Alerts** • Admins • Wardens • Care Takers • Hostel Staff • Student • Parents

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Access control Hardware

- **For Biometric devices:** For attendance features, Institution should purchase/ install the biometric devices in the hostel campus. FretBox will do Free integration with ESSL, cloud supported biometric devices (face or thumb based).
- **For Turnstile gates**
  - ESSL Devices are compatible with turnstiles gates to trigger the open/ close.
  - Hardware vendor usually takes up-to 30 days for delivery & installation in campus.
  - Institute/ turnstile gate vendor to ensure the installation for the gates.

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