

Established Year -2008  
No.: D.C.D.C. AFF./08/1462

॥ श्री उमाम्या शरणमस्तू जन्मान्तरे ष्वपि ॥

फोन : 91796 25998  
98930 75050



# Shri Umiya Kanya Mahavidyalaya

Run by : Shri Ambika Patidar Samaj Dharmik and Parmarthik Trust

Affiliated to Devi Ahilya Vishwavidyalaya, Indore & Recognised by M.P. Higher Education

Village Rangwasa, Tehsil & Distt. Indore, M.P. (Gram Panchayat Area)

Website : www.sukmrangwasarau.org • Email: principal.sukm@gmail.com

Ref. No. SUKM/EXAM/2018-19/0293

Date: 20.08.2018

## TO WHOMSOEVER IT MAY CONCERN

This is to certify that "Shri Umiya Kanya Mahavidhyalaya" is duly authorized to use "SUKMRI" as their sender ID for using the SMS services.

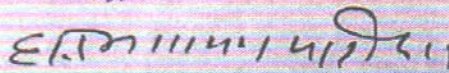
We further state that the right to use our sender ID has been granted to Shri Umiya Kanya Mahavidhyalaya.

We hereby undertake the responsibility and accountability for such usage and we explicitly declare that we shall be responsible for any claims made against such usage of "SUKMRI" (sender ID) by Shri Umiya Kanya Mahavidhyalaya.

We request your kind co-operation for allowing Shri Umiya Kanya Mahavidhyalaya to use "SUKMRI" as their sender ID for the registered SMS services.

Thanking you,

Yours truly,



Authorized Signatory

  
Principal

Shree Umiya Kanya Mahavidhyalay  
Rangwasa (Rau) Indore (M.P.)

Note: As per TRA rules Sender ID shall comprise of 6 characters.



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Website : www.sukmrangwasarau.org • Email: principal.sukm@gmail.com

Ref. No. **SUKM/EXAM/2018-19/0292**

Date: **20.08.2018**

To,

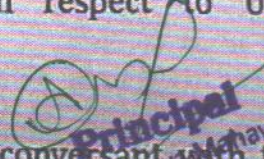
SMSGATEWAYHUB Technobgies Resources Pvt. Ltd,  
105 Starlit Tower, Yashwant Niwas Road,  
Indore (M.P.) Pin : 452001

## UNDERTAKING CUM INDEMINITY BOND

Dear Sir,

This undertaking is signed and executed by me Harinarayan Patidar on behalf of Shri Umiya Kanya Mahavidhyalaya, Rangwasa (Rau), Indore (M.P.) - 453 331 on this 20<sup>th</sup> day of August 2018 for Sender ID : SUKMRI provided by SMSGATEWAYHUB Technology solution,. for sending SMS.

1. That I solemnly affirm and declare that I am fully authorized and empowered to sign and execute this undertaking-cum-indemnity bond for and on behalf of the company/firm known as Shri Umiya Kanya Mahavidhyalaya, Rangwasa (Rau), Indore (M.P.)
2. That I am fully aware of and well conversant with the "Telecom Commercial Communications Customer Preference Regulations 2010" issued by the Telecom Regulatory Authority of India with respect to Unsolicited Commercial Communication ("UCC Regulations")
3. That I am also fully aware of & well conversant with the implications for the violations of the UCC Regulations including the penal and financial related actions against the violation of the UCC Regulations. For avoidance of doubt, I understand that the penalty schedule for breach of the UCC regulation is as follows:

  
Principal  
Shri Umiya Kanya Mahavidhyalaya  
Rangwasa (Rau) Indore (M.P.)



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# Shri Umiya Kanya Mahavidyalaya

Run by : Shri Ambika Patidar Samaj Dharmik and Parmarthik Trust

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Village Rangwasa, Tehsil & Distt. Indore, M.P. (Gram Panchayat Area)  
Website : www.sukmrangwasarau.org • Email: principal.sukm@gmail.com

Ref. No.:

// Pg. No. 2 //

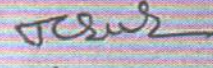
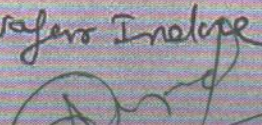
Date : .....

Complaint Number	Penalty (In INR)
1 <sup>st</sup> Complaint	25,000
2 <sup>nd</sup> Complaint	75,000
3 <sup>rd</sup> Complaint	80,000
4 <sup>th</sup> Complaint	120,000
5 <sup>th</sup> Complaint	150,000
6 <sup>th</sup> Complaint	250,000

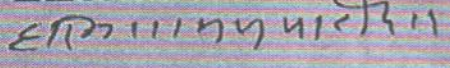
4. That I undertake to abide by the said UCC Regulations by making my company Shri Umiya Kanya Mahavidhyakaya liable for any breach of the UCC Regulations by my company namely Shri Umiya Kanya Mahavidhyakaya for the Sender ID : SUKMRI its directors, employees, agents, sub-agents, and/or any person acting on behalf of the company for any punitive action for violation of the said UCC Regulations.

5. That I undertake to indemnify and always keep indemnified MSGGATEWAYHUB., their directors, officers and employees for any loss or damage suffered by them on account of any breach or violation of the UCC Regulations by my company namely Shri Umiya Kanya Mahavidhyakaya, its directors, employees, agents, sub-agents, and/or any person acting on behalf of the company.

**WITNESSES:**

1.   
Nagesh Choh  
478/22 Usha Nagar Indore
2. 

**EXECUTANT**



Harinarayan Patidar  
Secretary

Shri Umiya Kanya Mahavidhyakaya  
Rangwasa (Rau), Indore (M.P.)

**Principal**

Shree Umiya Kanya Mahavidhyalay

REDMI NOTE 8  
AI QUAD CAMERA





**COMPUTER SOFTWARE LICENSING AGREEMENT**

THIS AGREEMENT is entered into on this 24th day of July 2017, by and between Yash Apps & Software Services Pvt. Ltd. a company registered under the companies Act 1956, having its registered office at 34, Dwarkapuri Colony, Indore (hereinafter shall be referred as the Licensor) and the Maa Umiya Kanya Mahavidyalaya, having its registered office at Rangwasa Rau, Dist- Indore (hereinafter shall be referred as the Licensee and Licensee shall include its subsidiaries or affiliates).

**WITNESSETH:**

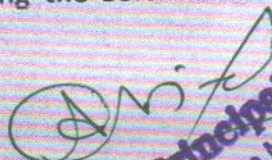
WHEREAS, the Licensor is engaged in the business of designing and developing computer-related software and related products and has created and developed a software package called Yash Campus that is intended to School automation ; and

WHEREAS, Licensee desires to utilize this Software for the purpose of School automation:

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement, the parties hereto agree as follows:

**1. LICENSE:**

- A. The Licensor hereby grants to Licensee, for the term of this Agreement, a non exclusive, non assignable, right and license to use the Software in connection with its business on server maintained & managed by Licensor.
- B. No right or license is being conveyed to Licensee to use the Software at any other location in case it uses software on any other location Licensee shall maintain records of such location and use of each copy. Licensee cannot make copies of the software but can back up database for archival purposes. Licensee is further prohibited from using the Software in any manner other than as described and agreed herein.

  
**Principal**  
Maa Umiya Kanya Mahavidyalaya  
Rangwasa (Rau) Indore (M.P.)





## Yash Apps & Software Services Pvt. Ltd.

### 5. Software Licensing:

Licensee and Licensor are agreed to use the software as mentioned in provisions of clause 1.A. (The Licensor hereby grants to Licensee, for the term of this Agreement, a non exclusive, non assignable, right and license to use the Software in connection with its business on server maintained & managed by Licensee)

### 6. Training:

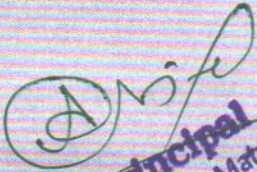
Three days trainings will be imparted to key personnel of the management **\*\***(Name of personnel as agreed by both the parties)**\*\*** of the Licensee.

### 7. Support:

Above mentioned prices are inclusive of whole year support & upgrades for selected modules. The amount will be decided by mutual consent. AMC includes support and upgrades for selected modules. Charges shall be decided by the Licensor and added to this Agreement as exhibit through Addendum clause 14.

### 8. Rights:

M/S Yash Apps & Software services Pvt. Ltd. reserves complete Rights of the Source code as well as run time system. Any duplication or unauthorized copying will amount to the copyright infringement of the Licensor.

  
**Principal**  
Shree Umika Kanya Mahavidyalay  
Rangwasa (Rau) Indore (M.P.)

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**5. PROPRIETARY RIGHTS:**

The Licensee agrees and recognizes that the proprietary rights in the software belong to the Licensor. Licensee shall not provide or make available in any form the software or any portion thereof, to any third person other than its employees or affiliates or subordinates without the prior consent of the Licensor. Licensee further undertakes to take the same reasonable degree of care which it would take for its own confidential information.

**6. INSTALLATION, ACCEPTANCE AND MAINTENANCE:**

A. Licensor shall install the Software on Licensor's server in accordance with the Delivery Schedule specified in Schedule A attached hereto. At the time of such installation, Licensor shall provide Licensee with appropriate instruction for the Software reasonably acceptable to Licensee.

B. Licensor shall provide maintenance and support for a period of one year. After completion of one year duration the maintenance shall be charged as Annual Maintenance Contract.

**7. WARRANTIES:**

Licensor licenses and Licensee accepts the Licensed Program 'As Is'. LICENSOR PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED PROGRAMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE. Page 1

  
**Principal**  
Shree Umiya Kanya Mahavidyalay  
Rangwasa (Rau) Indore (M.P.)





## Yash Apps & Software Services Pvt. Ltd.

- A. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service.
- B. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

### 12. JURISDICTION AND DISPUTES:

All disputes arising out of and related to this contract shall be amicably resolved through Arbitration. The proceedings of Arbitration shall be governed by Arbitration and Conciliation Act, 1996. The Parties agree to keep venue for Arbitration at Indore. In case Parties fail to resolve their dispute through Arbitration they may resort to Courts of Law at Indore. This Agreement shall be governed by the laws of Republic of India.

### 13. WAIVER:

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

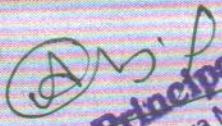
### 14. ADDENDUM:

Any amendment or addition to any clause of this Agreement and Schedules shall be added as the addendum to this agreement in the form of exhibits and shall be treated as the part of this agreement. Such addendum shall be signed by both the parties.

### 15. SEVERABILITY:

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

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**Principal**  
Shree Umiya Kanya Mahavidhyalay  
Rangwasa (Rau) Indore (M.P.)





# Yash Apps & Software Services Pvt. Ltd.

16. **ASSIGNABILITY:** The license granted hereunder is personal to Licensee and may not be assigned by any act of Licensee or by operation of law unless in connection with a transfer of substantially all the assets of Licensee or with the consent of Licensor.

## 17. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

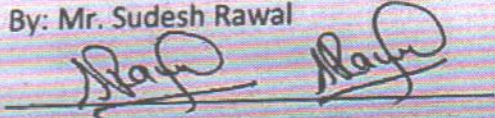
IN WITNESS WHEREOF, the parties hereto, have affixed hereto his hand and seal the dated given below:

### Licensor:

Yash Apps & Software Services Pvt. Ltd.  
34, Dwarkapuri Colony,  
Indore

Licensee: Maa Umiya Kanya Mahavidyalaya  
Rangwasa Rau, Dist- Indore

By: Mr. Sudesh Rawal



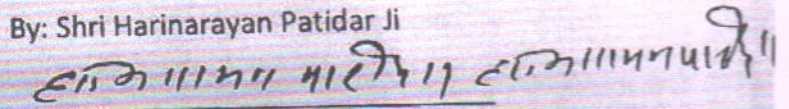
Title: Asst Manager, Marketing

Title of Licensor

Date:

Date Signed by Licensor

By: Shri Harinarayan Patidar Ji



Title: Secretary

Title of Licensee

Date:

Date Signed by Licensee

Page 1



**Principal**  
Maa Umiya Kanya Mahavidyalaya  
Rangwasa (Rau) Indore (M.P.)