

# MASTER SERVICES AGREEMENT

BETWEEN

GALGOTIAS UNIVERSITY,

AND

CERTONCE INC,

WITH RESPECT TO OFFERING TECHNOLOGY & SERVICES

This Agreement is made on 30<sup>th</sup> March, 2023 between Galgotias University, having its campus at, Plot No. 2, Yamuna Expy, opposite Buddha International Circuit, Sector 17A, Greater Noida, Uttar Pradesh 203201, India, hereinafter called the "First Party" or "GU" which is represented by its Authorized Signatory, which term shall include the successors, nominees, assignees, authorized persons, employees, on the one part,

AND

CERTONCE INC., is a company with its registered office at 850 New Burton St, Ste 201, Dover, DE 19904, USA which is represented by Authorized Signatory, herein after called the "Second Party", which shall include the successors, nominees, assignees, authorized persons, employees, on the other part.

Hereinafter both the parties jointly will be referred to as "Parties" and establish the agreement ("Agreement") as follows:

## 1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the meaning assigned to them with the normal grammatical variation.

"First Party" or "Institute" and/or "GU" means Galgotias University who is a party to this Agreement.

"Second Party" and/or "CertOnce" means CERTONCE INC, who is a party to this Agreement providing services to GU for Digital Credential issuance.

"Parties" means Galgotias University and CERTONCE INC, when addressed jointly.



Under this Agreement, the term "Students" or "Learners" or "User" means all students or learners who are pursuing or have previously pursued/completed the respective programs at GU who have either enrolled or undergoing academic/enrollment sessions or any other person to whom the certificate is being issued.

## **2. SCOPE OF THIS AGREEMENT**

GU has decided to engage second Party for its Blockchain Based Digital Credentialing Services as described in the Annexure 1 of the Agreement, called Scope of Work.

CertOnce has agreed to offer its services to GU as per the agreed terms as detailed out in this Agreement.

Both Parties recognize and acknowledge that the present Agreement is solely an arrangement to provide services for a consideration as agreed between the two Parties.

## **3. FEES**

CertOnce agrees to perform the Services for the fees set forth in Annexure 2, called commercials, annexed hereto and made a part hereof.

## **4. TERM OF AGREEMENT**

### **4.1. INTIAL TERM**

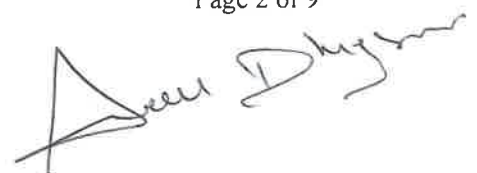
The term of this Agreement shall commence on the date hereof and shall continue for a period of Five (5) years from the signing date.

### **4.2. RENEWAL TERM**

This Agreement shall automatically be extended for successive one (1) year terms (each a "Renewal Term") unless either Party gives the other written notice of its intention not to extend this Agreement at least thirty (30) days prior to the end of the then current term, or unless terminated as provided elsewhere in this Agreement (the Initial Term, together with each Renewal Term, if any, being collectively referred to herein as the "Term").

### **4.3. TERMINATION**

Notwithstanding anything contained in this Agreement, GU shall have the right to terminate this Agreement without assigning any reasons for such termination at any time, by giving CertOnce thirty (30) days' notice in writing.



## 5. PRICES

- 5.1. All prices quoted are in Indian Rupee.
- 5.2. The offered price will be locked in for 5 years based on volume commitment of certificates.
- 5.3. The prices offered are in block as per the annexure, the next block shall be ordered as per the requirement based on consumption pattern.
- 5.4. In case of any extraordinary circumstances, during the Agreement period, CertOnce may propose a change of prices to GU along with supporting cause for such proposed increase. The price change will come into effect only if GU and CertOnce come to a mutual consent on the same. GU shall have the right, in its sole discretion, to reject such changes and, in such case; this Agreement shall automatically terminate without penalty to either Party 30 days' Notice Period.
- 5.5. Taxes will be extra as applicable at the time of invoicing.

## 5.6. PAYMENT TERMS

100% on invoicing post issuance of certificates

All taxes applicable in the country of each Party shall be the sole responsibility of that Party.

## 6. GENERAL PROVISIONS

### 6.1. NON-DISCLOSURE

- 6.1.1. During the term of this Agreement, each Party will maintain the confidentiality of the confidential information of the other Party and shall not disclose/share such information other than for the purposes of this Agreement.
- 6.1.2. As used in this "Confidential Information" means private, confidential, trade secret or other proprietary information (whether or not embodied or contained in some tangible form) relating to any actual or anticipated business of both parties, as applicable, and their respective affiliates, or any information which, if kept secret, will provide the Party disclosing such Confidential Information (in each case a "Discloser") an actual or potential economic advantage over others in the relevant trade or industry.
- 6.1.3. Nothing in this Agreement shall be construed as granting any rights or licenses in any Confidential Information to any person or entity.
- 6.1.4. Upon termination or expiration of this Agreement for any reason whatsoever, both Parties shall leave with or return to the other all documents, records, notebooks, computer files, and similar repositories or materials containing Confidential Information of the other Party and such other Party's affiliates, including any and all copies thereof.



## **6.2. PRICE NON-DISCLOSURE**

- 6.2.1.** The Parties to this Agreement acknowledge and agree that any information regarding pricing, fees, or other financial terms disclosed by either Party to the other, whether directly or indirectly, shall be considered confidential and proprietary information.
- 6.2.2.** The recipient of such information agrees to keep the information confidential and shall not disclose it to any third party without the prior written consent of the disclosing Party, except as required by law.
- 6.2.3.** In the event of a breach of this clause, the disclosing Party shall be entitled to seek injunctive relief and/or damages from the recipient, and the recipient shall be responsible for all costs and expenses associated with such action.
- 6.2.4.** Both parties agree that any violation of this clause would result in irreparable harm and damages for which there is no adequate remedy at law, and that the disclosing Party shall be entitled to seek injunctive relief and any other legal or equitable remedies available.
- 6.2.5.** This Price Non-Disclosure Clause shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

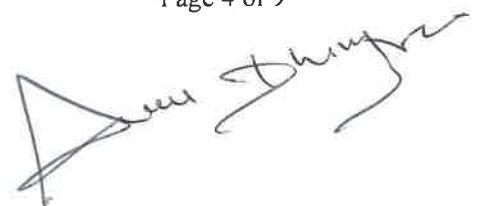
## **6.3. INTELLECTUAL PROPERTY**

- 6.3.1.** The copyright of all the technology provided by and developed by CertOnce will vest exclusively with CertOnce and GU shall have no right or interest therein whatsoever.
- 6.3.2.** GU acknowledges that title to all intellectual property rights, including patent, copyright, trademark, and trade secret rights in information provided by CertOnce as described in 6.2.1 to the GU shall remain exclusively with CertOnce.

## **6.4. SEVERABILITY; WAIVER**

- 6.4.1.** If any of the provisions of this Agreement shall be held invalid or unenforceable by reason of the scope or duration thereof or for any other reason, such invalidity or unenforceability shall attach only to the particular aspect of such provision found invalid or unenforceable and shall not affect any other any other provision of this Agreement.
- 6.4.2.** To the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

## **6.5. NO OTHER AGREEMENTS**

A handwritten signature in black ink, appearing to read "Drew Shingler", is written over the page number.

The parties acknowledge having read this Agreement and agree to be bound by its Terms. This Agreement and the Schedules attached hereto and supersedes and replaces any existing Agreement, written or otherwise, entered into between both parties relating to the subject matter hereof and shall remain in full force and effect as per the terms laid out in this Agreement.

#### **6.6. FORCE MAJEURE**

Each Party shall be released from and shall have no liability for any failure beyond its reasonable control, including, but not limited to, acts of God, labor troubles, strikes, lockouts, severe weather, delay or default of utilities or communications companies or accidents.

#### **6.7. INDEPENDENT CONTRACTOR**

With respect to all matters relating to this Agreement, CertOnce shall be deemed to be an independent contractor. CertOnce shall not represent itself or its organization as having any relationship to CertOnce other than that of an independent agent for the limited purposes described in this Agreement.

#### **6.8. REPRESENTATIONS**

Except as noted herein, no employee, agent or representative of either Party will have the authority to bind the other Party to any representation, oral or written, or any warranty concerning the Services or the performance of the Services.

#### **6.9. INDEMNIFICATION**

**6.9.1.** Each Party shall indemnify, defend and hold harmless the other Party, its directors, officers, employees and agents, promptly upon demand, from and against any and all claims, demands, lawsuits, liabilities, direct losses, costs, damages, expenses, charges, judgments, settlements and / or penalties of every kind incurred by the other Party, arising out of or in connection with: any inaccuracy or breach of any of its representation and warranties and obligations and covenants as provided in this Agreement, or fraud, gross negligence, or wilful misconduct.

**6.9.2.** The rights of the indemnified Party under this shall be in addition to and not exclusive of, and shall be without prejudice to any other rights and remedies available to such indemnified Party at equity or in Law including, without limitation, the right to seek specific performance, rescission, restitution or other injunctive or equitable relief, none of which rights or remedies shall be affected or diminished thereby.

#### **6.10. PUBLICITY**

Both parties give their consent to make reference in their brochures, websites and publicity material in the manners relating to the services being provided in this Agreement for promotion purposes.

#### **6.11. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the India. Subject to Arbitration clause (6.12) below, the Parties agree that they shall submit to the exclusive jurisdiction of the courts at Greater Noida, Uttar Pradesh, only.

#### **6.12. ARBITRATION**

**6.12.1.** Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through mutual discussions, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the Parties are unable to agree on who the sole arbitrator will be, the dispute shall be finally settled by a sole arbitrator, appointed pursuant to Section 11 of the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat of the arbitration shall be Greater Noida, Uttar Pradesh. The venue of the arbitration shall be New Delhi, India and all proceedings shall be conducted in English language. Each Party shall bear their own costs and expenses, incurred in connection with the arbitration proceedings.

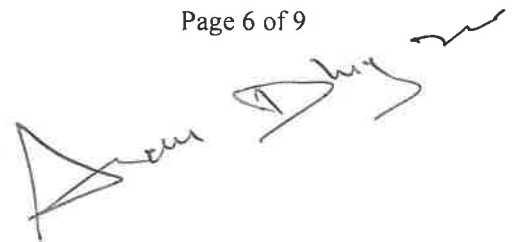

**6.12.2.** The award rendered by the sole arbitrator shall be final and binding upon the parties. The parties agree to keep the arbitration proceedings confidential, and not to disclose any information or documents obtained during the proceedings, except as required by law.

#### **6.13. COMPLIANCE WITH LAWS**

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all Applicable Law. For the avoidance of doubt the obligations of the Parties to this Agreement are subject to their respective compliance with all Applicable Law.

#### **6.14. ASSIGNMENT**

This Agreement and the rights and obligations contained herein may not be assigned by either Party without the written consent of the other Party.







#### 6.15. AMENDMENT TO THE AGREEMENT

During the operation of the Agreement, if circumstances arise for alteration or modifications of this Agreement, such modifications/alterations can be carried out by mutual discussion and Agreement in writing between the parties to this Agreement.

Signed hereby

Galgotias University	CERTONCE INC
	
(Authorized Signatory)	(Authorized Signatory)
Name : Nitin Kumar Gaur	Name : Aman Dhingra
Designation : Registrar	Designation : Associate Director

## ANNEXURE 1

### SCOPE OF WORK

GU has agreed to implement Blockchain Secured Digital Certificates for its respective academic programs.

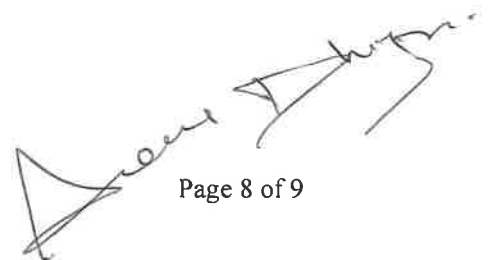
The scope of work as agreed by both parties is detailed out as below.

#### 1. IMPLEMENTATION PHASE

- a. Design of Certificate templates as per GU format and approval
- b. Setting up of issuance server on CertOnce.com
- c. Set up verification portal on <https://www.galgotiasuniversity.edu.in/verificaiton> or any other url as provided by GU
- d. Process understanding of assessment record publishing on Blockchain.

#### 2. PRODUCTION ROLL OUT

- a. Publish all assessments records on Blockchain.
- b. Issue Blockchain Secured Certificates, Marksheet, to all the current students/learners of all programs of GU





## ANNEXURE 2

### COMMERCIALS

Based on the proposal submitted and accepted the below commercials have been agreed upon for our above-proposed solution and services

Description	Delivery Unit	Unit Price (INR)	Final Amount
Platform set up Fee	Lumpsum	0.00	0.00
Issuance charges	per document	25.00	As per actual

