

SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is executed at Gurgaon on this the day of 31 August, 2016 ("**Effective Date**")

by and between

Green Clouds Education Solutions Private Limited, a company incorporated under the Companies Act, 1956, having its office at 6708 DLF Phase 4 Gurgaon 122002 and its registered office at AG 52, Nirvana Country, Sector 50, Gurgaon 122 018, Haryana (herein referred to as "**Green Clouds**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) and represented by Celine George, Director, of the one Part;

and

Jesus and Mary College located at Chanakyapuri, New Delhi, India (hereinafter referred to as "**JMC**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean its Trustees, their respective legal heirs, executors and administrators) and represented by Sister Marina John, Principal, of the Other Part.

Green Clouds and **JMC** are hereinafter collectively referred to as the "**Parties**," and individually as a "**Party**."

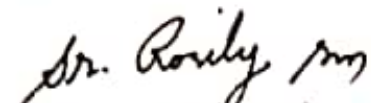
The term Green Clouds and/or **JMC** shall include its Affiliates. "**Affiliates**" shall mean any entity from time to time controlling, controlled by, or under common control with, a Party or any number of them, wherein the term "**control**" is defined as the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

WHEREAS:

1. Green Clouds is engaged, *inter-alia*, in the business of providing cloud based technology solutions for the Education and Employment sectors.
2. **JMC** is a premier women's college located in Delhi.
3. **JMC** is proposing to engage a technology partner to deploy suitable applications and solutions that will achieve greater process effectiveness, work productivity and data reliability.
4. Green Clouds has represented to **JMC** that it has the capability and the wherewithal to provide the Services (as defined hereinafter) and **JMC** has agreed to engage the services of Green Clouds in this regard on the terms and conditions as contained hereinafter.

For Green Clouds Education Solutions Pvt. Li

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Originating Principal
Jesus & Mary College

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Services to be performed

- 1.1 JMC hereby appoints Green Clouds to carry out the Services defined on an exclusive basis and in accordance with the timelines more comprehensively described in **Annexures** to this Agreement forming an integral part of the Agreement. Each of the Annexures describes the service/ solution to be deployed, the terms and fees for the same.
- 1.2 In providing the Services to JMC, Green Clouds shall deploy such products and solutions as relevant and agreed by the Parties.
- 1.3 JMC and Green Clouds shall develop appropriate procedures to assure timely and appropriate coordination of the Services. JMC shall provide all such information and assistance as is required to permit Green Clouds to perform the Services and will render any and all assistance that Green Clouds may require for this purpose.
- 1.4 Any additional services that JMC may seek from GreenClouds shall be governed by the general terms of this agreement and specific details shall be in new Annexure that will be appended

2. Warranties and Undertakings of Green Clouds

- 2.1 Green Clouds shall appoint a relationship manager to co-ordinate and administer Services to JMC.
- 2.2 Green Clouds warrants that, whilst providing Services, its personnel shall render the Services to JMC and/or its staff with utmost diligence and care, ensuring that at all times the highest standards of professionalism are maintained.

3. Warranties and Undertakings of JMC

- 3.1 JMC shall appoint a relationship manager to co-ordinate and administer the provision by Green Clouds of Services to JMC and/or its staff.
- 3.2 JMC shall provide any and all required support and assistance, including but not limited to all required documentation, records and data, to Green Clouds for providing the Services by Green Clouds.
- 3.3 JMC warrants that it shall provide Green Clouds all required access to its data, physical and/or online, documentation and records for providing the Services, its management and operational philosophy and the code of conduct that needs to be complied with by Green Clouds and its personnel.

For Green Clouds Education Solutions Pvt. Ltd

4. Charges, Consideration and Payment Terms

- 4.1 The charges applicable to performing Services and providing deliverables are as prescribed in **Annexures** to this Agreement forming an integral part of the Agreement. Each of the Annexures describe the service/ solution to be deployed, the terms and fees for the same
- 4.2 The rates set out in each of the Annexures for specific services shall be excluding statutory levies, if any, which shall be payable over and above the charges payable by JMC.
- 4.3 Green Clouds shall invoice JMC based on the time lines more particularly contained in the Annexures and the same shall be payable not later than fifteen (15) days from the date of receipt of invoice by JMC. Any delays in the payment of invoices shall carry an interest @ 24 percent per annum for the period of delay.

5. Confidentiality

- 5.1 The Parties shall not during the operation of this Agreement, or thereafter for a period of Twelve (12) months thereafter, use for its own benefit or for the benefit of any other person or divulge or communicate to any person except to those officials who need to know the same any Confidential Information. Such officials shall sign all reasonable confidentiality clauses that may be required. By Confidential Information is meant non-public information that a disclosing party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased disclosing party software or hardware products, the marketing or promotion of any disclosing party product, disclosing party's business policies or practices, and information received from others (including, but not limited to customers) that disclosing party is obligated to treat as confidential. "Confidential Information" shall also mean and include all data, reports, interpretations, forecasts and records, in machine readable form or otherwise, containing or otherwise reflecting information concerning the disclosing party, its affiliates, subsidiaries and joint ventures that is not available to the general public and is provided to the receiving party in the course of its dealings with the disclosing party, together with all analyses, compilations, studies or other documents, whether prepared by itself or by others, that contain or otherwise reflect such information.

For Green Clouds Education Solutions Pvt. Ltd.

Authorised Signatory

Sr. Anil Kumar
Officiating Principal
Jesus & Mary College
Chanakyapuri,
New Delhi-110021

5.2 The obligation relating to confidentiality shall not apply if such information is -

- (a) in the public domain otherwise than by failure of the Party receiving the information, or
- (b) demonstrably in the possession of the Party receiving the information before these confidentiality obligations came into effect, or
- (c) obtained from a third party who is free to disclose the same, or
- (d) required to be divulged by operation of law.

6. Intellectual Property Rights

- 6.1 Any and all intellectual property rights in the development of the products in the provision of the Services by Green Clouds to JMC shall at all times vest solely with Green Clouds. JMC shall, if and when required by Green Clouds, apply or join, at the expense of Green Clouds, and execute all instruments and do all things necessary for the vesting of any invention, discovery or copyright or other equivalent intellectual property right protection in the name of Green Clouds as the sole beneficial owner, it being recorded that Green Clouds shall be sole beneficial owner in respect of all such discoveries, inventions, processes and improvements subject to the condition that such inventions, discoveries and copyrights have been created solely and purely by Green Clouds and/or its personnel whilst providing the Services.
- 6.2 Insofar as it may be necessary, JMC hereby assigns to Green Clouds the copyright in all works eligible for copyright, including, without limitation, literary or artistic work or software programmes which are created, compiled, or devised, or brought into being in the scope of rendering the Services in terms of this Agreement.
- 6.3 It is specifically understood by the Parties hereto that any software tools, engines, or other pre-existing intellectual property of Green Clouds used in the provision of Services to JMC, shall continue to vest with Green Clouds. Further, should any such pre-existing intellectual property of Green Clouds be utilized in the provision of Services Green Clouds hereby grants to JMC a non-exclusive, limited right and license to use and maintain such pre-existing intellectual property so long as such ownership in the pre-existing intellectual property is acknowledged by JMC, in writing, at all times and shall be required to pay for the usage of the same as determined by Green Clouds.
- 6.4 GreencLOUDS may use components from its IP during the performance of Scope of Work to enhance or add value to the deliverables. GreencLOUDS will retain all rights to the components and materials used in providing such enhancements. Where applicable, works created by GreenCLOUDS exclusively for JMC in the performance of this Agreement shall be property of GreenCLOUDS.

For Green Clouds Education Solutions Pvt. Ltd.

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Sr. Rosily M
Coordinating Principal
Jesus & Mary College

7. Term and Termination

- 7.1 This Agreement shall be effective as of the Effective Date and shall remain in force for a period of one year unless terminated by either Party, under the provisions of Article 7.3 to 7.5 to this Agreement.
- 7.2 Termination of this Agreement shall not limit either Party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve JMC of its obligation to pay all pre-approved charges that have accrued prior to such termination. Upon JMC's request, Green Clouds shall return to JMC any data, records, or other materials provided by JMC to Green Clouds during the term of the Agreement.
- 7.3 Either Party may terminate this Agreement for any reason upon providing a minimum of three (3) months' prior notice in writing to the other Party hereto.
- 7.4 Either Party may terminate this Agreement if the other is in material breach of its obligations under this Agreement and has not cured the breach within one (1) months' written notice specifying the breach. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching Party has commenced such steps as are necessary to cure during the one (1) month notice period.
- 7.5 Either Party may terminate this Agreement immediately by written notice to the other Party upon the:
- a) other Party becoming insolvent;
 - b) other Party's initiation of any proceeding under bankruptcy or insolvency law regarding its own bankruptcy, reorganization, or insolvency;
 - c) initiation of any proceeding under bankruptcy or insolvency laws against the other party which is not dismissed within ninety (90) days;
 - d) appointment of a receiver or a similar officer for the other Party or for a substantial part of the other Party's property; or

On exit/ termination it shall be ensured that all pending dues are paid. In the event of closure of contract by JMC prior to agreed contractual period it shall be ensured that 33% of the fees that may have accrued for the remaining period of contract are paid for premature closure.

8. Indemnification

- 8.1 Each Party shall indemnify and hold the other Party harmless from and against all direct losses, damages, liabilities, costs or expenses, which are caused or arise out of any act or omission or breach of such Party.

9. Limitation on Liability

- 9.1 Notwithstanding anything to the contrary contained elsewhere in the Agreement, neither Party shall be liable to the other Party for any indirect,

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incidental, special or consequential damages arising in connection with this Agreement, including, without limitation, lost profits or loss or damage to data, whether in an action in contract, tort or otherwise, strict liability or negligence, even if advised of the possibility of such damages. In no event shall either Party's liability arising out of this Agreement, whether in contract, tort or otherwise, exceed the amount paid to Green Clouds by JMC pursuant to this Agreement.

10. General Provisions

- 10.1 Any Services under this Agreement may not be assigned, delegated, sub-contracted or otherwise transferred by either Party, without the prior approval of the other Party, such consent not to be unreasonably withheld.
- 10.2 Except as otherwise may be agreed in writing during the term of this Agreement and for a period of one (1) year thereafter, no Party shall directly or indirectly solicit for employment or hire, or retain as an independent contractor, any employee or former employee of the other Party with whom it comes into contact as a result of providing Services hereunder.
- 10.3 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.
- 10.4 The waiver by either Party of a right arising as a result of a breach or default in any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any rights arising as a result of succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver by the other Party.
- 10.5 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, whether written or oral, relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless in writing, signed by each Party.
- 10.6 The relationship of Green Clouds and JMC, established by this Agreement, is of independent contractors and nothing in this Agreement shall be construed to:
 - a) give either Party the power to direct or control the daily activities of the other Party;
 - b) constitute the Parties as employer and employee, principal and agent, partners, joint ventures, co-owners or otherwise as participant in a joint undertaking; or
 - c) all owners either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

For Green Clouds Education Solutions Pvt. Ltd.



Mr. Rosily Jm
Managing Principal

10.7 Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other Party for any failure to perform or delay in the performance of, that part's obligations hereunder, when such failure to perform or delay in performance is caused by an event of force-majeure; provided, however, that the Party whose performance is prevented or delayed by such event of force-majeure shall give prompt notice thereof to the other Party. For purposes of this, the term "force-majeure" shall include war, rebellion, civil disturbance, earthquake, fire, flood, acts of terrorism, strike, lockout, labor unrest, acts of governmental authorities whether by regulation, administrative action or otherwise, shortage of materials, acts of God, acts of the public enemy, and in general any other causes or conditions beyond the reasonable control of the Parties.

10.8 All notices to be given by the Parties hereto shall be in writing unless otherwise stated and shall be properly given when personally delivered to the specified address and left with a responsible person or when sent by registered or certified mail or by an overnight delivery service providing a receipt of delivery addressed to the Parties at their respective addresses herein below given, or to such other address as either Party shall have notified the other, in like manner, to be its proper business address. The date of notice shall be deemed to be the date of receipt, except that when notice is mailed it shall be deemed to be the date of mailing so long as the postal service certifies actual delivery; a refusal of a registered or certified notice shall be deemed to constitute actual delivery hereunder.

(a) To JMC: Chanakyapuri, New Delhi

(b) To Green Clouds: AG 52 Nirvana Country Sector 50 Gurgaon 122018, India

10.9 The Parties shall upon signing of this Agreement ratify, consent to and agree to be bound by this Agreement. The Agreement with the agreements and other documents to be delivered pursuant to this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior arrangements, understandings, negotiations and discussions, whether oral or written, of the Parties with effect from the Effective Date.

10.10 In this Agreement:

- (i) words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa;
- (ii) any reference to a party to this Agreement includes a reference to its successor-in-interest and permitted assigns;

For Green Clouds Education Solutions Pvt. Ltd.
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Dr. Ronky Singh
Officiating Principal

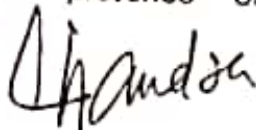
- (iii) the headings to the clauses are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

11. Enforcement of Agreement

- 11.1 This Agreement and all disputes arising out of in connection with this Agreement shall be governed by and construed in accordance with the Indian laws within the jurisdiction of Courts in Delhi.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their authorized representatives, in duplicate, each to be treated as an original.

SIGNED, SEALED and DELIVERED by the within named Company, Green Clouds Education Solutions Private Limited, by the hand of CELINE GEORGE, in the presence of Chandra Tamang


CHANDRA TAMANG

For Green Clouds Education Solutions Pvt. Ltd.


(signature of authorized signatory)

SIGNED, SEALED and DELIVERED by the within named **Jesus and Mary College** by the hand of Sister Rosily its Principal in the presence of


(signature of authorized signatory)

1.

(name and signature of witness)

ANNEXURE A:

Forming part of the Services Agreement dated 31 August 2016, entered into between Green Clouds Education Solutions Private Limited and Jesus and Mary College

SCOPE OF SERVICES & TERMS

DEPLOYMENT OF APPLICATION MANAGEMENT SOLUTION

Application Management Solution

Greenclouds will configure and deploy its product Formistry for JMC's annual registration and application management processes. Formistry is an online Application Management Solution.

The online system shall be **configured** to **JMC's** needs as agreed at the start of the engagement. This will include

1. Provide an online form with data fields as per JMC admission requirements and that works on all commonly used browsers and be reliable and fast.
2. Ensure uptime of the solution
3. Provide an Admission Management Console for use of the admissions administrator
4. Enable the Administrator to print / publish/ reports in pre defined formats agreed with JMC

Timelines

GreenClouds will activate its Application Management Solution within 7 working days of getting all agreement on form fields and rules to be incorporated. The Management dashboard will be provided within 4 days of the form going live

CONSIDERATION AND PAYMENT TERMS

Pricing (all prices are in INR)

Service Description	Pricing
Reactivation fees each year	20,000.00
Transaction fee.	20 per paid application
Integration fees	This will be decided as per scope of integration; timelines for the same will be shared and agreed with JMC before start of work.

The prices above have been agreed considering a minimum contractual period of

For Green Clouds Education Solutions Pvt. Ltd.

9/7/2016

[Signature]

[Signature]
Jnciating Principal

Payment Schedule

Service Description	Amount	Date
Reactivation fees	20,000.00	At start of each academic year
Transaction fee	Per students registered	On Conclusion of the registration window
Expenses	As per actuals	Payable on submission of invoices

Other terms are:

- Pricing has been agreed assuming a minimum transaction price of INR 20000 per semester and timely payment on raising of invoice
- Green Clouds shall invoice JMC based on the terms and time lines agreed and the same shall be payable not later than fifteen (15) days from the date of invoice by JMC. Any delays in the payment of invoices shall carry an interest @ 2 percent per month for the period of delay.
- Project related incidental expenses and travel costs will be pre-approved by JMC & invoiced at actual.

EFFECTIVE DATE

The charges will be effective 1 May 2017. The charges above have been agreed considering

- A minimum contractual period of two years.
- Website content development and updating will be done by the JMC team

For Green Clouds Education Solutions Pvt. Ltd.

Authorized Signatory

Sr. Ronly Jom
Officiating Princip...
Jesus & Mary College
Chanakyopuri,
New Delhi-110021

ANNEXURE B:

Forming part of the Services Agreement dated 31 August 2016, entered into between Green Clouds Education Solutions Private Limited and Jesus and Mary College

SCOPE OF SERVICES & TERMS

DEPLOYMENT OF ATTENDANCE MANAGEMENT SOLUTION

Attendance Management Solution

Greenclouds will configure and deploy, its attendance management solution for JMC manage it's attendance and internal assessment recording and publishing system

The online system shall be **configured** to JMC s' needs as agreed at the start of the engagement. This will include

1. Provide a means for Faculty to login and record student attendance on a daily or monthly basis.
2. Enable timely tracking and monitoring of attendance
3. Provide Online visibility, on a periodic basis, to the student of the status of their attendance
4. Enable the Administrator to print / publish/ communicate attendance reports in pre defined formats discussed and agreed with JMC
5. Work on all commonly used browsers and be reliable and fast.

Timelines

GreenClouds will activate its attendance management system at the start of each semester. Student information to be uploaded into the system will be provided by JMC. It will take 7 working days, after submission of the information by JMC, to upload the data into the attendance system and to make it available for use.

CONSIDERATION AND PAYMENT TERMS

Pricing (all prices are in INR)

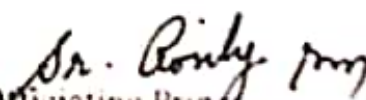
Service Description	Pricing
Reactivation fees each year	20,000.00
Transaction fee: 45/per student	20 per / student/ semester

The prices above have been agreed considering a minimum contractual period of two years.

For Green Clouds Education Solutions Pvt. Ltd.

Payment Schedule


Authorised Signatory


Dr. Ronky
Officiating Principal
Jesus & Mary College
Chanakyapuri,
New Delhi - 110021

Service Description	Amount	Date
Reactivation fees	20,000.00	At start of each academic year
Transaction fee	Per students registered	At the start of each semester to be invoiced within 15 days of start of semester.
Expenses	As per actuals	Payable on submission of invoices

Other terms are:

- Pricing has been agreed assuming a minimum transaction price of INR 20000 per semester and timely payment on raising of invoice
- Green Clouds shall invoice JMC based on the terms and time lines agreed and the same shall be payable not later than fifteen (15) days from the date of invoice by JMC. Any delays in the payment of invoices shall carry an interest @ 2 percent per month for the period of delay.
- Project related incidental expenses and travel costs will be pre-approved by JMC & invoiced at actual.

EFFECTIVE DATE

The charges will be effective 1 July 2017. The charges above have been agreed considering

- A minimum contractual period of two years.
- Website content development and updating will be done by the JMC team

For Green Clouds Education Solutions Pvt. Ltd.

Authorised Signatory

Sr. Ravi Kumar
 Officer in Charge
 Jesus & Mary College
 Changanassery
 New Delhi - 110021

ANNEXURE C:

Forming part of the Services Agreement dated 31 Aug, 2016, entered into between Green Clouds Education Solutions Private Limited and Jesus and Mary College

SCOPE OF SERVICES & TERMS

HOSTING OF WEBSITE

JMC had deployed GreenClouds for redesign and hosting of its website in 2013. The College now engages GreenClouds to manage its website hosting. It has also deployed WIZDES, GreenClouds WYSIWYG web authoring solution, for website maintenance and design.

This document details the terms for website hosting and usage of WIZDES.

Website design and development

Greenclouds agrees to provide JMC access to its web authoring solution WIZDES. This access will enable JMC to design pages, update content and to publish the website. The access to the solution will be provided to authorised personnel within JMC.

Note : Ownership and copyright for WIZDES vests solely with GreenClouds. Any intellectual property produced as a result of use of the Apps and Products deployed by JMC from amongst GreenClouds product portfolio vests solely with GreenClouds.

Website Hosting

Greenclouds hosting infrastructure automatically accelerates website performance and reduces page load time.

Our cloud based architecture provides multi-location deployment for redundancy.

We guarantee a 99.9% availability of website and applications hosted out of our infrastructure.

CONSIDERATION AND PAYMENT TERMS

Pricing (all prices are in INR)

Service	Description	Amount in INR
Website Hosting	Hosted on GreenClouds contracted AWS infrastructure	48000 per annum
Use of WIZDES	Access to GreenClouds WYSIWYG web authoring solution WIZDES	As a special case this solution is provided at no cost to JMC

For Green Clouds Education Solutions Pvt. Ltd.

Sr. Anshu Jain
Officiating Principal
Jesus & Mary College
Chanakyaपुरी,
New Delhi

Payment Schedule

Service Description	Amount	Date
Web site hosting	48,000.00	At the start of each year and is payable in advance
Expenses	As per actuals	Payable on submission of invoices

Other terms are:

- Green Clouds shall invoice JMC based on the terms and time lines agreed and the same shall be payable not later than fifteen (15) days from the date of invoice by JMC. Any delays in the payment of invoices shall carry an interest @ 2 percent per month for the period of delay.
- Project related incidental expenses and travel costs will be pre-approved by JMC & invoiced at actual.

EFFECTIVE DATE

The charges will be effective 1 September 2016. The charges above have been agreed considering

- A minimum contractual period of two years.
- Website content development and updating will be done by the JMC team

For Green Clouds Education Solutions Pvt. Ltd.

Authorised Signatory

Sr. Anil Kumar

ANNEXURE D:

Forming part of the Services Agreement dated 31 August 2016, entered into between Green Clouds Education Solutions Private Limited and Jesus and Mary College

SCOPE OF SERVICES & TERMS

DEPLOYMENT OF FEE MANAGEMENT SOLUTION

Attendance Management Solution

Greenclouds will configure and deploy, its Fee Management Solution for JMC manage fee collections at the start of the academic year and for examination fees

The online system shall be **configured** to JMC s' needs as agreed at the start of the engagement. This will include

1. Provide a means for Administrator to configure fees each year
2. Enable students to pay admission and examination fees online
3. Enable timely tracking and monitoring of fees paid
4. Enable the Administrator to print fee reports and receipts in pre defined formats discussed and agreed with JMC

Timelines

GreenClouds will set up the fee management system within 30 workings days on receipt of complete process plan, payment gateway integration kit and student information.

GreenClouds will thereafter re-activate its Fee management system at the start of each year. It will take 7 working days, after submission of all information by JMC, to reactivate the system and to make it available for use.

In order to ensure timely deployment JMC will

1. Identify a single point contact responsible for providing information and managing the engagement
2. Identify payment gateway provider and enable relevant access for integration of payments

CONSIDERATION AND PAYMENT TERMS

Pricing (all prices are in INR)

Service Description	Pricing
Set up Fees - One time	90,000
Reactivation fees at the start of each academic year	20,000.00

15 For Green Clouds Education Solutions Pvt. Ltd.

Sr. Anily
OFFICINE PRINC.

Transaction fee:	50 per / student / per year	50 per / student / paid transaction
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The prices above have been agreed considering a minimum contractual period of two years.

Payment Schedule

Service Description	Amount	Date
Set Up Fees	90,000	On contract agreement
Reactivation fees	20,000.00	At start of each academic year
Transaction fee	Per student	On conclusion of each payment cycle
Expenses	As per actuals	Payable on submission of invoices

Other terms are:

- Green Clouds shall invoice JMC based on the terms and time lines agreed and the same shall be payable not later than fifteen (15) days from the date of invoice by JMC. Any delays in the payment of invoices shall carry an interest @ 2 percent per month for the period of delay.
- Project related incidental expenses and travel costs will be pre-approved by JMC & invoiced at actual.

EFFECTIVE DATE

The charges will be effective 1 March 2017. The charges above have been agreed considering

- A minimum contractual period of two years.

For Green Clouds Education Solutions Pvt. Ltd.

Authorised Signatory

Sr. Ravi Kumar
Coordinating Principal
Jesus & Mary College
Chanakyapuri,
New Delhi-110021

- Project related incidental expenses and travel costs will be pre-approved by JMC & invoiced at actual.

EFFECTIVE DATE

The charges will be effective from the date JMC Review went live in 2016. The charges above have been agreed considering

- A minimum contractual period of three years.
- Microsite content development and updating will be done by the JMC team

For Green Clouds Education Solutions Pvt. Ltd.

Authorized Signatory



Sr. Rosely Jm
Co-ordinating Principal
Jesus & Mary College
Chhatrapati,
New Delhi-110021