PRAM Educate IT Software LLP

36-5-65/1, Nagendra Nagar, Pydiparru, Tanuku, West Godavari District, Andhra Pradesh 534211 INDIA

Email: contact@pram.education Mobile: 88 97 25 15 15

Incentive Agreement

Between

PRAM Educate IT Software LLP

and

<Institute Name>

This Agreement (the "Agreement") is entered into as of <Date>, by and between PRAM Educate IT Software LLP ("PRAM"), a corporation organized and existing under the laws of Andhra Pradesh, India, with its principal office located at Tanuku, Andhra Pradesh, India, and <Institute Name> (the "Institute"), an educational institute organized and existing under the laws of <State, Country>, located at <Address>.

1. **Purpose:** PRAM offers an advanced cloud based Educational ERP system (the "ERP") designed to enhance the management of educational institutions. PRAM agrees to provide the Educational ERP system and Mobile App access to the Institute and its Faculties/Teachers/Professors at **NO COST for a lifetime**. This access is granted solely for legitimate and professional use to support the administrative, academic, and operational functions of the Institute. The Institute hereby agrees to use the PRAM Educational ERP responsibly and not to upload, input, or generate junk, fraudulent, or unnecessary data that may compromise the integrity, performance, or intended purpose of the system. PRAM reserves the right to monitor system usage to ensure compliance with this clause. In cases of suspected abuse or misuse, PRAM may notify the Institute to rectify such actions. Persistent violations may result in restricted access or termination of services, at PRAM's sole discretion, to protect the platform's functionality and user experience. This clause is essential to maintaining the quality and reliability of the PRAM Educational ERP system for all users.

2. **Incentive Structure:** In consideration of the Institute's use of the ERP system, PRAM agrees to pay the Institute a share of subscription fees. PRAM agrees to pay
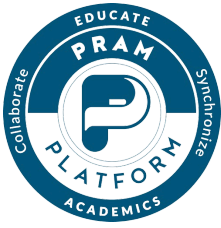
the Institute an amount equal to 5% (Five Percent) of the subscription fees received from parents or students who have subscribed through PRAM's Mobile Application as part of their engagement with the Institute.

3. **Inventive Payment Schedule, Transparency, and Conditions:**
   a. **Monthly Payments:** PRAM will disburse the incentive payment to the Institute on a monthly basis for the subscription fees received during that month from parents or students of the Institute.
   b. **Transparency of Subscription Data:** To ensure transparency, PRAM will provide the Institute with a detailed monthly report listing the names and details of students whose parents or guardians have paid the subscription fees. This report will accompany each monthly incentive payment.
   c. **Conditions for Incentive Payment:** If the Institute discontinues using the PRAM ERP at any point, the Institute will no longer be eligible to receive the incentive payments. In such cases, any remaining incentive payments for that year will be calculated on a pro-rated basis and paid to the Institute based on the months during which the ERP was actively used.

4. **Incentive Payment Method and Bank Charges:**
   a. **Bank Details:** Incentive Payments to the Institute will be made to the bank account provided by the Institute. The Institute is responsible for ensuring that PRAM has the correct and up-to-date bank details for the incentive payment process.
   b. **Bank Charges:** Any charges or fees imposed by the bank or other financial institutions for the transfer of incentive payments, along with any other related transaction charges, shall be borne by the Institute. PRAM shall not be responsible for any such charges or for any delays resulting from incorrect bank details provided by the Institute.
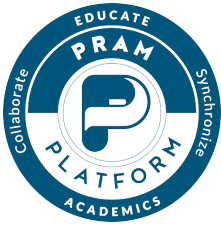
5. **Institute's Responsibilities**

   a. **Onboarding and Engagement:** The Institute agrees to encourage its students / parents and staff to download and use the "**PRAM Edu**" mobile application for academic and administrative purposes.

   b. **Accurate Records:** The Institute will ensure that accurate records of onboarded students are maintained and that these records are regularly updated within the PRAM ERP system.

6. **Limitation of Liability and Indemnification**

   a. **Limitation of Liability:** PRAM shall not be liable to the Institute or any third party for any indirect, incidental, punitive, or consequential damages, including but not limited to loss of profits, revenue, or data, arising out of or related to the use or inability to use the ERP, even if PRAM has been advised of the possibility of such damages.

   b. **Indemnification by Institute:** The Institute agrees to indemnify, defend, and hold PRAM harmless from any claims, demands, losses, liabilities, damages, or expenses (including reasonable attorney's fees) arising out of or related to the Institute's use of the ERP, including but not limited to claims related to data privacy violations, misuse of ERP features, or failure to comply with applicable laws.

   c. **Warranty Disclaimer:** The ERP is provided "as is" without any warranties of any kind, whether express or implied. PRAM disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. PRAM does not guarantee uninterrupted or error-free operation of the ERP.

7. **Term and Termination:**

   a. **Term:** This Agreement will remain in effect from the date of execution and will automatically renew annually unless terminated by either party.
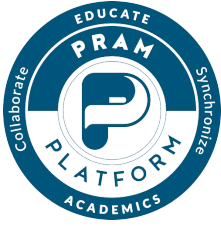
b. **Termination for Cause:** Either party may terminate this Agreement upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within 30 days after receiving written notice.

c. **Termination by PRAM:** PRAM reserves the right to terminate this Agreement and suspend ERP access if the Institute engages in activities that are deemed harmful to PRAM's interests, involve misuse of the ERP, or violate any applicable laws or regulations.

8. **Confidentiality:** Each party agrees to keep confidential and not disclose or use, except for purposes of fulfilling its obligations under this Agreement, any confidential or proprietary information of the other party obtained during the course of this Agreement.

9. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Andhra Pradesh, India. Any disputes arising under or in connection with this Agreement shall be resolved in the courts of Tanuku, Andhra Pradesh, India.

10. **Miscellaneous:**

   a. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof.

   b. **Amendments:** Any amendments to this Agreement must be in writing and signed by both parties.

   c. **Assignment:** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

   d. **Severability:** If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect.

e. **Waiver:** The failure of either party to exercise any right provided under this Agreement shall not be deemed a waiver of any further rights under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For [Educational Institute Name]	For PRAM Educate IT Software LLP
Signature:	Signature:
Name:	Name: Ravi Kyram
Title:	Title: Director
Date:	Date: