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Advocate
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Regn. No. 36205
Exp. 28-01-2030
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SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("**Agreement**") is made on this 10th September 2026

BY AND BETWEEN:

ENTRAR EDUTECH LLP an entity incorporated under the laws of India and having its registered office at No. 22, 3rd Main, Shubh Enclave, Harlur Road, Bangalore 560102, (hereinafter referred to as "**Licensor",** which expression shall include its successors, affiliates and assigns);

AND

Jamia Millia Islamia, A Central University, New Delhi 110025 (hereinafter referred to as the "**Licensee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors), **Licensor and Licensee** shall hereinafter individually be referred to as "**Party**" and collectively as "**Parties**", as the context may so require.

WHEREAS:

A. The Licensor has a software named **"ENTRAR"** (hereinafter referred to as "**Software**") which is a comprehensive platform that seamlessly integrates all functions, processes and roles of an educational institution and enables the efficient management of all operations and stages of admissions, administration and academics. It connects all the key stakeholders like students, parents, teachers, administrative staff and the management. The Licensee being satisfied with the performance and functionality of the Software, has approached the Licensor to take on license and use the Software to manage the day to day operations of the institution with the help of the selected solutions and modules

B. The Parties now wish to enter into this Agreement to record the terms and conditions as per which the Licensor shall license the use of the Software to Licensee.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. **DEFINITIONS**

1.1 **"Agreement"** means this Software License Agreement and all the supplementary agreements, annexures, schedules, and exhibits signed according to this Agreement.

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1.2 **"Authorized Personnel"** means the employees, agents, consultants of the Licensee and other persons associated with the Licensee under a contract or otherwise, who have been expressly authorised by the Licensee to use the Software, provided such persons have given an undertaking to adhere to the terms of this Agreement.

1.3 **"Intellectual Property Rights"** means, collectively or individually, on a worldwide basis, (a) all national, regional and international patents (including utility patents and models, design patents and patents arising from any patent applications), designs and design rights (including industrial and community designs and design rights), trademarks, tradenames, copyrights, trade secrets and other confidential information and associated rights, mask works, mask work registrations, know-how (including technical know-how and process know-how), ideas, discoveries, creations, inventions, invention disclosures, innovations, developments, modifications, improvements, enhancements, derivative works, methods, processes (including production processes), plans, specifications, schematics, drawings, techniques, algorithms, formulae, software (whether in source code, object code or any other form) and related databases and documentation, data (including technical and clinical data) and data works and rights, works of authorship, research and development activities, results and information (including all research and development data, experimental and project plans and pipeline product information), correspondence, records, and other documentation, and other proprietary documentation and information of every kind, technology and other intellectual or industrial property (including any other related information, data, documentation and materials); (b) all applications to register any of the foregoing and all registrations of any of the foregoing; (c) all legal rights, title or interest in, under or in respect of any of the foregoing arising under Applicable Law, whether or not filed, perfected, negotiated, registered or recorded and whether now or later existing, filed, issued or acquired, including renewals; (d) all other intellectual and industrial property rights, related proprietary rights and similar rights (including related to any of the foregoing) including the right to sue for and/or license with respect to any past, present or future infringement, misappropriation or dilution of any of the foregoing; and (e) all copies and tangible embodiments of any of the foregoing in whatever form or medium.

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1.4 **"Licensee"** shall be deemed to mean and include the Licensee and its Authorised Personnel, unless repugnant to the context or meaning thereof.

1.5 **"Upgrade(s)"** means any updates, enhancements, corrections, patches or other changes with respect to the Software.

2. GRANT OF LICENSE

2.1 Grant of License

In accordance with the terms and conditions hereof, the Licensor hereby grants to the Licensee a limited, non-transferable and non-exclusive license to use the Software by the **Jamia Millia Islamia University, NEW DELHI 110025**

2.2 Annual License Fee

The annual license fee for the usage of the Software shall be deemed to be denominated and payable in INR (Indian Rupees) unless otherwise expressly agreed to by the Parties. The license granted herein shall be valid for..2....years and extendable on mutually agreed terms. No person, other than the Licensee and the Authorised Personnel, shall be entitled to use the Software. The Licensee will not use the software to share/sell or use it for any commercial purposes.

2.3 Use by Authorised Personnel

Licensee shall: (a) prior to each Authorised Personnel accessing the Software, provide details of the Authorised Personnel to the Licensor; (b) ensure that the Authorised Personnel use the Software in accordance with the terms of the Agreement; (c) execute such agreements or other documentation with its Authorised Personnel to ensure compliance with the terms of this Agreement; and (d) be responsible for any losses that may arise to the Software or the Licensor, due to the Authorized Personnel's breach of the terms set out in this Agreement.

2.4 Reservation of Rights

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2.5 Limitations

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The Licensee shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available/accessible to any third party, except the Authorized Personnel in the manner set out under this Agreement.

The Licensee acknowledges and agrees that the Software is provided on an 'as is' basis and all warranties, express or implied (such as warranty of fitness, merchantability, and accuracy), are excluded, to the extent permitted by applicable law.

For the avoidance of any doubt and notwithstanding anything to the contrary contained in this Agreement, Licensor shall not be liable for any losses incurred by the Licensee or a defect, operational issue, error, inadequacy, malfunction, failure with the Software caused due to actions or inactions attributable to the Licensor including but not limited to use of the Software by the Licensee: (i) in a manner contrary to the documentation or instructions provided by the Licensor; (ii) for a purpose other than the intended purposed communicated by the Licensee to the Licensor.

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3. OBLIGATIONS OF LICENSOR

Subsequent to grant of the license to use the Software, the Licensor shall, at no additional cost to the Licensee, perform the following services with respect to the Software:

3.1 Delivery/Server Hosting

The Software shall be delivered to the Licensee through an online medium. Licensor will provide server hosting facility to ensure uninterrupted services.

3.2 Implementation

Implementation of the Software shall be done by the Licensor online.

3.3 Training

After such implementation, Licensor or any person nominated by the Licensor shall provide the necessary training and support to the Licensee to explain the functionalities of the Software to the Licensee and enable the Licensee to use the Software.

3.4 Maintenance Support

In the event of any problems with the Software, initial assistance through calls, remote desk and queries, will be provided by the Licensor. In the event the problem raised is with respect to the functionality or any malfunction or corruption of the Software, then such problem shall be brought to the notice of the Licensor and the Licensor shall provide a solution to such problem.

4. INTELLECTUAL PROPERTY RIGHTS

All rights, title and interest, including Intellectual Property Rights, in and to (a) the Software, and (b) application program interfaces, all related content (including code, routines, data structures, libraries, protocols, programs, object classes, updates, software development kits), as may be used or necessary to access the Software, shall vest in and be the absolute property of the Licensor. Save as expressly granted under this Agreement, the Licensee is not granted any right or interest in the Software, and Licensee shall not, during or after the expiry or termination of this Agreement, in any way, whether directly or

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indirectly (i) claim any right, title or interest, including Intellectual Property Rights, in the Software; or (ii) question or dispute Licensor's ownership of the rights, title or interests, in the Software, or do any act which might infringe, invalidate or be inconsistent with such rights, or permit, induce or authorise any third party, including its Authorized Personnel, to do any of the foregoing acts.

Licensee and Licensor shall not in any manner use any copyrights, patents, designs or any other intellectual property of the each other, except tradename and trademark for promotional purposes. Nothing contained in this Agreement or elsewhere shall be deemed to be a transfer of such Intellectual Property, otherwise than in terms of this Agreement.

5. CONFIDENTIALITY/ DATA PRIVACY

Both Parties shall keep confidential the terms of this Agreement, the Intellectual Property and any information received by it in connection with this Agreement, the business of Licensor or the Licensee, or any data, drawings, trade secret, or any other information of Licensor or Licensee (which is otherwise not available in the public domain without breaching this clause), whether or not marked "confidential" or the like at the time of disclosure, collectively referred to as "**Confidential Information**".

If either Party, or any of its representatives, is required by applicable law to disclose any Confidential Information of the other Party, it shall, to the extent not legally prohibited, provide the other Party prompt written notice of such requirement, and cooperate with the other Party so that it may take such actions as it deems appropriate to protect the confidentiality of such information, including by obtaining a protective order. If such order or other relief cannot be obtained, the disclosing Party shall make disclosure of the Confidential Information only to the extent that is legally required of it and no further.

Each Party agrees that upon the expiration or earlier termination of this Agreement, they shall, save as provided in this Agreement, promptly return without any demur or protest or claim of any nature whatsoever, all Confidential Information including any materials or documents (including all originals, copies, reproductions and summaries) used by them in

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connection with this Agreement, to the other Party upon demand by the latter and provide the other Party with a written confirmation of cessation of use of Confidential Information.

The Parties acknowledge that the Licensee will be collecting personal data from third parties, including from students and their parents. The purpose and means of processing such personal data shall be determined by the Licensee. The Licensor's role will be limited to processing such personal data on behalf of the Licensee, for the purposes of providing Software Services to manage the day to day operations of the Licensee's educational institution(s).

Any obligation accruing under this Clause [5] during the Term of this Agreement shall survive and continue after the expiry or earlier termination of this Agreement, and shall bind the Parties and their legal representatives, successors and assigns.

6. LIMITED WARRANTY

The Licensor warrants the following:

6.1 The Software will be delivered in good operating condition.

6.2 The Software will substantially function according to the specifications provided under normal use and service.

6.3 Licensor will ensure the proper functioning of the Software through the provision of maintenance support as per Clause 3.4 above

7. INDEMNITY

7.1 Indemnity

Each Party shall indemnify, defend and hold harmless the other non-breaching party, from and against any and all claims, actions, causes of action, demands, assessments, losses, damages, liability, judgments, settlements, penalties, costs and expenses including reasonable attorney's fees and expenses), of any nature whatsoever, asserted against, resulting to, imposed upon, or incurred by the non-breaching party, by reason of or resulting from:

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i Any inaccuracy in or breach by the indemnifying Party of any of the undertakings contained in this Agreement or in any certificate, instrument, or document delivered pursuant hereto;

ii Any breach by the Indemnifying Party of any of the provisions contained in this Agreement;

iii Acts and inactions of the employees and representatives of the indemnifying party; and/or

iv Any material liability or obligation of the indemnifying Party (whether accrued, absolute, contingent, unliquidated, or otherwise) not disclosed to the other Parties under the terms of this Agreement

7.2 Limitation of Liability

In no event shall either Party be liable for any indirect damage or consequential loss arising out of or related to this Agreement and the liability of the Licensor shall be limited to the license fee paid in terms of this Agreement.

8. TERMINATION

The Licensor may terminate the License granted under this Agreement upon a written notice of termination provided to the Licensee in case of violation by the Licensee of any material term of this Agreement pertaining to use of the Software or Licensor's rights including without limitation, the provisions of Clause 2.4 and Clause 2.5. Licensees also have the right to terminate the agreement by providing written notice at least 3 months in advance. Notwithstanding the termination of this Agreement, Clause 4 (*Intellectual Property Rights*), Clause 5 (*Confidentiality*/Data Privacy), Clause 6 Limited *Warranty*), Clause 7 (*Indemnity*) and Clause 9 (*Miscellaneous*), shall survive the termination of this Agreement.

9. MISCELLANEOUS

This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement shall be governed by and construed

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in accordance with Indian law and the courts at New Delhi shall have the exclusive jurisdiction over matters arising out of or related to this Agreement

IN WITNESS WHEREOF the parties have executed this agreement in the presence of following witnesses on the day, month and year first above mentioned.

SIGNED AND DELIVERED For **ENTRAR EDUTECH LLP** For Entrar Edutech LLP Authorised Signatory Authorised Signatory	SIGNED AND DELIVERED For **JAMIA MILLIA ISLAMIA UNIVERSITY.** Prof. Md. Mahtab Alam Rizvi Registrar, Jamia Millia Islamia कुलसचिव / Registrar जामिया मिल्लिया इस्लामिया / Jamia Millia Islamia केन्द्रीय विश्वविद्यालय / Central University नई दिल्ली / New Delhi - 110025

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11 SEP 2026