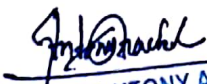


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CU 265075

### Website Development and Maintenance Agreement

This website development and maintenance agreement (hereinafter referred to as "Agreement") is made effective on the 21<sup>st</sup> day of December 2020 between St. Albert's College (Autonomous) (hereinafter referred to as "ALBERTS"), Kochi, represented by its Chairman, Fr. Antony Arackal as the first party, and Vishwas Matrimony, Service from the Ministry of Family Commission, Archdiocese of Verapoly, Ernakulam, represented by its Director, Fr. Antony Kochery (hereinafter referred to as "Client").

  
Fr. ANTONY ARACKAL  
CHAIRMAN  
ST. ALBERT'S COLLEGE (AUTONOMOUS)  
ERNAKULAM, KOCHI - 18

  
Fr. ANTONY KOCHERRY  
Director  
Family Commission  
Ashirbhavan, Kochi-18

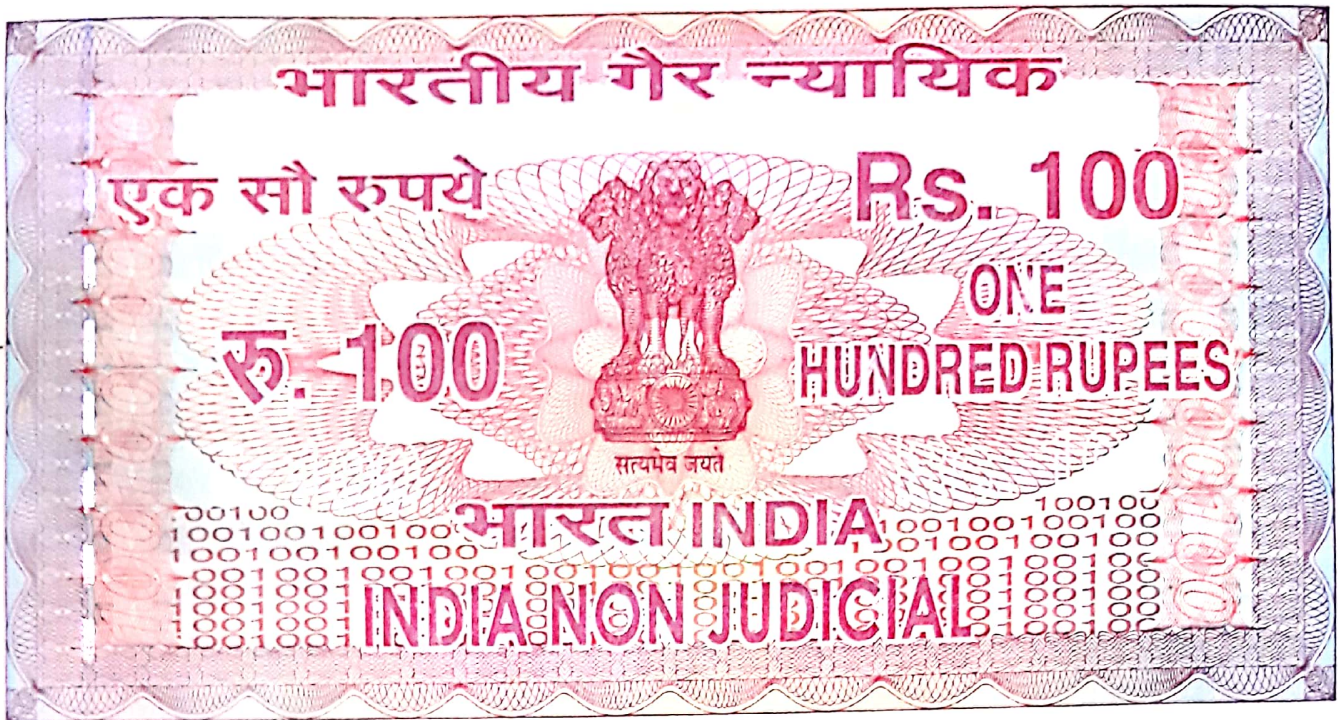
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E.S.R.O. VENDOR

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13/10/2020

St. Alberts College  
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CU 265077

**WHEREAS,**

Client desires to have website developed and maintained by ALBERTS; and

**WHEREAS,**

ALBERTS through its Department of Computer Science represents that it has the expertise to develop and maintain such a website; and

**WHEREAS,**

Department of Computer Science, ALBERTS desires to develop and maintain the website for Client upon the terms and conditions hereinafter set forth;

Fr. ANTONY ARACKAL  
CHAIRMAN

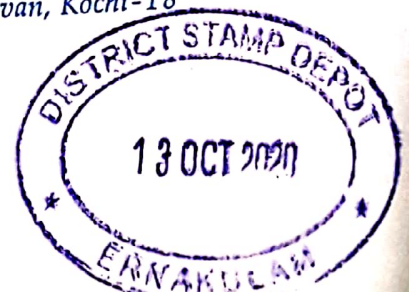
ST. ALBERT'S COLLEGE (AUTONOMOUS)  
ERNAKULAM, KOCHI - 18

FR. ANTONY CHERRY  
Director  
Family Commission  
Ashirbhavan, Kochi-18

K. M. PHILOMINA  
E.S.R.O. VENDOR

32489  
13/10/2020

St. Alberts college  
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**NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the parties hereby agree as follows:**

**1. DEFINITIONS:** The following capitalized terms, when used in this Agreement, shall have the meanings ascribed to them in this Section 1:

1.1. "Product" shall mean the website to be developed and maintained by ALBERTS pursuant to this Agreement in accordance with the Specifications, together with user manuals, other documentation and any other ancillary materials to be developed by ALBERTS pursuant hereto.

1.2. "Specifications" shall mean the specifications for the Product as directed by Client, together with any additional specifications or modifications to the specifications that may be agreed to in writing by the parties during the term of this Agreement.

1.3. "Intellectual Property" shall mean all intellectual property other than the Technology owned by ALBERTS prior to the Effective Date or licensed to ALBERTS by a third party, and used in the development of the Product. Other capitalized terms shall have the meanings ascribed to them in the body of this Agreement.

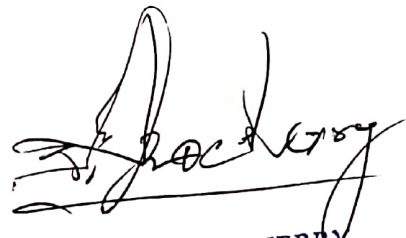
**2. TERMS AND CONDITIONS:**

2.1. DEVELOPMENT OF THE PRODUCT: Client hereby retains ALBERTS to design, develop and maintain, and ALBERTS hereby agrees to design, develop and maintain the Product in accordance with (1) the project outline set forth on the Scope of Work (Exhibit A) and/or (2) the Product Specifications (Exhibit B) developed jointly by Client and ALBERTS. The parties shall work together in a joint effort to accomplish the tasks and objectives set forth in the Product Specifications. ALBERTS shall be responsible for delivering and performing only those professional services specifically identified in the Product Specifications. Any modifications to the Product Specifications shall be pursuant to the Change Order process set forth below. It includes

(a) Content Development. ALBERTS shall develop and submit to the client specific and detailed representations of the Web Pages that will achieve the business requirements.



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Ashirbhavan, Kochi-18



(b) Web Page Loading and Hosting. ALBERTS shall obtain access to and the rights to use the server ("Server") of the Client and all necessary telecommunications hardware and software necessary to connect such Server directly to the Internet and mount the Web Pages on the Server.

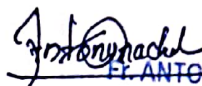
(c) Training. ALBERTS shall provide training to the client once in the use and features of the website. Such training shall take place in ALBERTS at a time reasonably convenient to both parties.

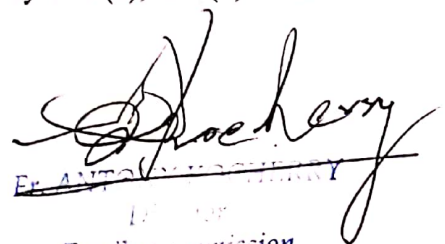
2.2. CHANGE ORDERS: In the event Client desires to make any modifications to the Product Specifications or a deliverable, Client must provide a detailed change order in writing. This may be provided in the form of email or registered letter. In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

2.3. SUPPORT AND MAINTENANCE: Any support and maintenance services, updates, versions, or new releases shall be the responsibility of the Department of Computer Science. Maintenance and support rights or obligations for any third-party products or equipment that are used in the Product and are available through the respective vendor(s)/manufacture(s) of such content and equipment shall be assigned by ALBERTS to Client. ALBERTS shall not use any intellectual property of any third-party in the Product without Client's written consent.

ALBERTS shall make the necessary updates in the web site based on the requirements of the client.

2.4. CLIENT RESPONSIBILITIES: Client agrees to perform all tasks assigned to Client as set forth in this Agreement, the Product Specifications, or a Change Order, and to provide all assistance and cooperation to ALBERTS in order to complete timely and efficiently the Product. ALBERTS shall not be deemed in breach of this Agreement, the Product Specifications, a Change Order, or any milestone in the event ALBERTS's failure to meet its responsibilities and time schedules is caused by Client's failure to meet (or delay in) its responsibilities and time schedules set forth in the System Specifications, a Change Order, or this Agreement. In the event of any such failure or delay by Client, (i) all of ALBERTS's time frames, milestones, and/or deadlines shall be extended by the product of the number of days of Client's failure multiplied by two (2); and (ii) Client

  
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Director  
Family Commission  
Ashirbhavan, Kochi-18

shall continue to make timely payments to ALBERTS as set forth in this Agreement, the Product Specifications, and any Change Order(s) as if all time frames, schedules, or deadlines had been completed by ALBERTS. Client shall be responsible for making, at its own expense, any changes or additions to Client's current systems, software, and hardware that may be required to support operation of the Product. Unless otherwise contracted with ALBERTS or reflected in a Change Order, Client shall be responsible for initially populating and then maintaining any databases on the Product as well as providing all content for the Product. With the execution of a Change Order specifically asking ALBERTS to assess the Client's systems, software and hardware from time to time, ALBERTS may agree to perform this function at normal ALBERTS rates.

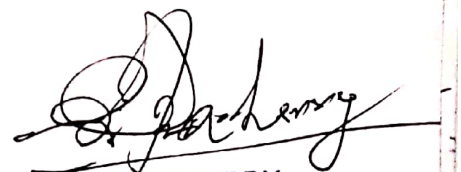
2.5. SINGLE POINT OF CONTACT: Client and ALBERTS shall assign a Project Manager for managing the development and maintenance of the website. The Project Managers shall be responsible for: (i) managing the day-to-day activities under this Agreement, (ii) serving as liaisons between the parties, (iii) assigning and scheduling the appropriate personnel to perform all of the required services under this Agreement, and (iv) authorizing and executing any and all Change Order(s). Client hereby acknowledges and agrees that the Client Project Manager shall have the proper authority and power to execute and perform the duties and responsibilities set forth in this Section. ALBERTS hereby acknowledges and agrees that the ALBERTS Project Manager shall have the proper authority and power to execute and perform the duties and responsibilities set forth in this Section.

2.6. ASSIGNMENT OF PROJECT: ALBERTS reserves the right, and Client hereby agrees, to assign subcontractors to this project to ensure that the terms of this agreement are met as well as on-time completion.

2.7. MARKETING: Client hereby grants ALBERTS the right to use the name and service marks of Client in its marketing materials or other oral, electronic, or written promotions, which shall include naming Client as a client of ALBERTS and a brief scope of services provided. Any use of ALBERTS logos or links on Client's Product must be approved in writing by Client. Either party may elect to issue a press release related to this Agreement. In doing so, any release shall be approved by the other party and such approval shall not be unreasonably withheld.



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CHAIRMAN  
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Family Commission:  
Ashirbhavan, Kochi-18



2.8. COMPATIBILITY: Unless otherwise specifically identified in the System Specifications or a Change Order: (i) the Web Site is compatible solely with the domestic versions of Internet Explorer version 8.0 and higher, (ii) Firefox 4.0 and higher (iii) Safari - latest version, (iv) Chrome - latest version.

### 3. FEES, EXPENSES, AND PAYMENT.

3.1. EXPENSES: Client shall reimburse ALBERTS for reasonable out-of-pocket travel expenses (collectively, "Expenses"), including transportation, lodging, mileage, and meals incurred in rendering ALBERTS's professional services. ALBERTS shall obtain Client's prior written authorization before incurring any individual expense. All Expenses not paid directly by Client shall be paid within fourteen (14) days of receipt of ALBERTS's invoice.

3.2. FEES: Client agrees to pay ALBERTS for the completion of the Scope of Work as set forth in accordance with Exhibit A hereto in accordance with the following schedule:

**Website Design and Development INR 15,000/-**

**Maintenance Costs: INR 5,000\*/- per year**

Requirements covered under this agreement	Amount (INR)
Web hosting	3000/-
Domain Renewal Charge	2000/-
<b>Maintenance Cost / Year</b>	<b>5000/-</b>

Requirements covered under this agreement	Amount (INR)
Amount charged per man hour	<b>350/-</b>



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The Annual Maintenance Contract charges includes web hosting, domain renewal charge, web page updating and service charges. The charges may be increased if the volume of work is far too much to come under maintenance and update of a website. In such cases the web site maintenance cost/fee will go up and our portal maintenance prices will be calculated by the man-hours spent in updating such a website.

3.4. OTHER FEES: Unless otherwise provided in this Agreement, the additional fees charged for change in product specification according to the change order will be finalized at the time of submission of change order by the Client.

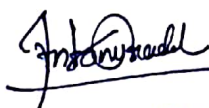
3.5. FORM OF PAYMENT: All payments made to ALBERTS under this Agreement shall be in Indian Rupees in the form of Demand Draft or electronic wire transfer.

3.6. PAYMENT OF INVOICES: All invoices shall be paid by Client within fourteen (14) days of receipt. Payments not made within such time period shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. ALBERTS may suspend all services on seven (7) days written notice until the amounts outstanding are paid in full.

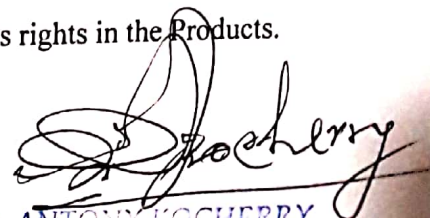
#### 4. INTELLECTUAL PROPERTY RIGHTS AND LICENSE:

4.1. PRODUCT: All materials, including, but not limited to, website, source code and object code, comments to the source or object code, specifications, documents, abstracts and summaries thereof (collectively, the "Products") developed by ALBERTS in connection with the provision of the Services to Client, or jointly by Client and ALBERTS, or by ALBERTS pursuant to specifications or instructions provided by Client, shall belong exclusively to Client.

4.2. PRE-EXISTING INTELLECTUAL PROPERTY: Notwithstanding any provision of this Agreement to the contrary, any routines, methodologies, processes, libraries, tools or technologies created, adapted or used by ALBERTS in its business generally, including all associated intellectual property rights (collectively, the "Development Tools"), shall be and remain the sole property of ALBERTS, and Customer shall have no interest in or claim to the Development Tools, except as necessary to exercise its rights in the Products.



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Ashirbhavan, Kochi-18



4.3. **THIRD PARTY LICENSES:** In addition to any other fees set forth in this Agreement, Client shall be required to purchase any applicable third-party licenses for any third-party products that are necessary for ALBERTS to design, develop and maintain the Product. Such third-party products may include, but are not limited to: server-side applications, clip art, "back-end" applications, music, stock images, or any other copyrighted work which ALBERTS deems necessary to purchase on behalf of Client to design and develop the Product. In the event any such third-party product exceeds INR 150,000/- per product (or INR 200,000/- in the aggregate), ALBERTS shall obtain Client's prior written consent before incorporating such third-party product into the Product. ALBERTS shall provide Client with a list of all third-party products upon launch of the Product.

## 5. TERM AND TERMINATION:

5.1. **TERM:** This Agreement shall be effective as of the Effective Date and shall continue in effect until complete payment of the Development Price or until earlier terminated as provided in this Agreement or until the contracted services as outlined in Exhibit A & Exhibit B have been completed.

5.2. **TERMINATION FOR CAUSE:** This Agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice.

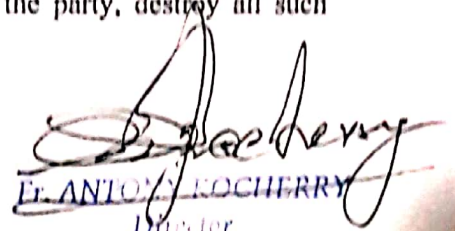
5.3. **EFFECT OF TERMINATION:** Client shall pay ALBERTS for all services rendered and work performed up to the effective date of termination for any reason subject to Client's rights to only pay fair value if Client terminates for cause. ALBERTS shall provide Client with an invoice for the foregoing fees within thirty (30) days of the effective date of the termination. Client shall pay the invoice within fourteen (14) days of receipt.

5.4. **RETURN OF PROPRIETARY OR CONFIDENTIAL INFORMATION:** Within ten (10) days after the termination or expiration of this Agreement, each party shall return to the other all Proprietary or Confidential Information of the other party (and any copies thereof) in the party's possession or, with the approval of the party, destroy all such



**F. ANTONY ARACKAL**  
CHAIRMAN

ST. ALBERT'S COLLEGE (AUTONOMOUS)  
ERNAKULAM, KOCHI - 18



**E. ANTONY KOCHERRY**  
Director  
Family Commission  
Ashirbhavan, Kochi - 18



Proprietary or Confidential Information. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, knowhow, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process.

## 6. LIMITED WARRANTIES:

6.1. PRODUCT: ALBERTS warrants that for a period of ninety (90) days from launch of the Product, the Product will operate in accordance with all the material terms of the Product Specifications. All warranty claims not made in writing within such period shall be deemed waived. As the sole and exclusive remedy of Client for breach of the foregoing warranty, ALBERTS shall, at its option, either correct the nonconformity or refund to Client the fees attributable to the number of actual hours ALBERTS spent developing the defective portion of the Product. ALBERTS shall not be liable for failures caused by third party hardware or software (including Client's own systems), misuse of the Product, or the negligence or willful misconduct of Client.

6.2. PERFORMANCE OF PROFESSIONAL SERVICES: ALBERTS warrants that the professional services will be performed in a workmanlike and professional manner by appropriately qualified personnel.

6.3. Notwithstanding the above, Client's exclusive remedies for all damages, losses, and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate INR amount which Client paid during the term of this Agreement.

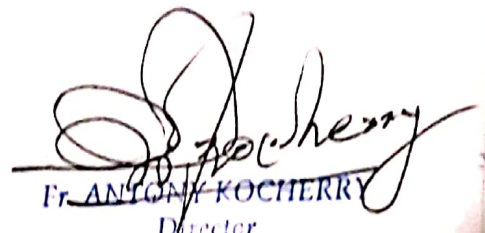
## 7. LIMITATION OF LIABILITY:

Under no circumstances shall ALBERTS, its contracted providers, officers, agents, or anyone else involved in creating, producing, or distributing Client's Product be liable for



FR. ANTONY ARACKAL  
CHAIRMAN

ST. ALBERT'S COLLEGE (AUTONOMOUS)  
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FR. ANTONY KOCHERRY  
Director

Family Commission  
Ashirvahan, Kochi - 18

any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Product; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Client's records, programs or services. Client hereby acknowledges that this paragraph shall apply to all content on said Hosting Service.

#### 8. THIRD PARTY DISCLAIMER:

ALBERTS makes no warranty of any kind, whether express or implied, with regard to any third-party products, third party content or any software, equipment, or hardware obtained from third parties.

#### 9. INDEMNIFICATION OBLIGATIONS:

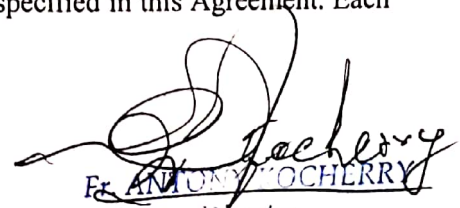
Client agrees that it shall defend, indemnify, save and hold ALBERTS harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, (collectively "Liabilities") asserted against ALBERTS, its contracted providers, agents, Clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to the performance of any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless ALBERTS against Liabilities arising out of (i) any injury to any person or property caused by any products sold or otherwise distributed in connection with the Product; (ii) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; or (iii) copyright infringement and/or litigation regarding content-related disputes.

#### 10. CONFIDENTIALITY:

The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each



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Family Commission  
Ashirbhavan, Kochi-18



party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, ALBERTS and Client acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the Effective Date.

#### 11. FORCE MAJEURE:

Except with regard to payment obligations, either party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the party, including, but not limited to: default of subcontractors or suppliers; failures or default of third party software, vendors, or products; acts of God or of the public enemy; Indian or foreign governmental actions; strikes; communications, network/internet connection, or utility interruption or failure; fire; flood; epidemic; and freight embargoes.

#### 12. INDEPENDENT CONTRACTOR STATUS:

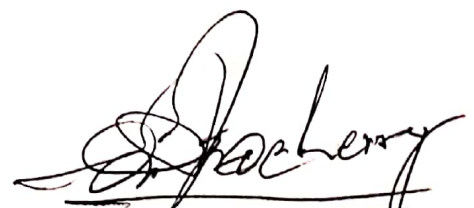
The relationship of ALBERTS to Client will be that of an independent contractor, and neither ALBERTS nor any employee of ALBERTS will be deemed to be an agent or employee of Client. It is expressly understood that this undertaking is not a joint venture.

#### 13. NOTICES:

Any written notice or demand required by this Agreement shall be sent by registered or certified mail (return receipt requested), personal delivery, overnight commercial carrier, E-Mail or other guaranteed delivery to the other party at the address set forth herein. The notice shall be effective (a) as of the date of delivery if the notice is sent by personal delivery, overnight commercial courier or other guaranteed delivery, and (b) as of five (5) days after the date of posting if the notice is transmitted by registered or certified mail.



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CHAIRMAN  
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ERNAKULAM, KOCHI - 18



FR. ANTONY KOCHERRY  
Director  
Family Commission  
Ashirbhavan, Kochi - 18

ALBERTS Contact Details:

E-Mail: [computer-science@alberts.edu.in](mailto:computer-science@alberts.edu.in)

Address: Banerjee Road Ernakulam, Kochi, Kerala 682018

CLIENT Contact Details:

E-Mail: [vishwasmatrimony@gmail.com](mailto:vishwasmatrimony@gmail.com)

Address: Ministry of Family Commission, Archdiocese of Verapoly

**14. ENTIRE AGREEMENT:**

This Agreement and all exhibits, schedules, and Change Order(s) set forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein. This Agreement may be amended only by a written agreement signed by both parties.

**15. DISPUTES:**

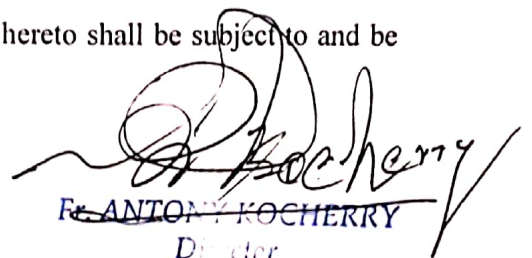
Client and ALBERTS agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement through negotiation. Should the parties fail to resolve any such disagreement within ten (10) days, any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof, shall be submitted by either party to arbitration in Ernakulam, Kerala, India and in accordance with the Commercial Arbitration Rules of the Indian Council of Arbitration. The arbitration shall be conducted by one arbitrator, who shall be (a) selected unanimously by the parties of this agreement and (b) a licensed attorney with at least ten (10) years' experience in the practice of law and at least five (5) years' experience in the negotiation of technology contracts or litigation of technology disputes. The arbitrator must issue his or her resolution of any dispute within thirty (30) days of the date the dispute is submitted for arbitration. The written decision of the arbitrator shall be final and binding and enforceable in any court having jurisdiction over the parties and the subject matter of the arbitration. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court. This agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be subject to and be



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Director

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Ashirbhatan, Kochi-18



governed by the applicable laws of India, and any conflicts thereon shall be tried by the competent courts of Ernakulam jurisdiction.

**16. SEVERABILITY:**

In the event that a court finds any provision of this Agreement invalid and/or unenforceable, the parties agree that the remaining provisions shall remain valid and in force.

**17. WAIVER:**


Neither party shall be deemed by mere lapse of time (without giving notice or taking other action hereunder) to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

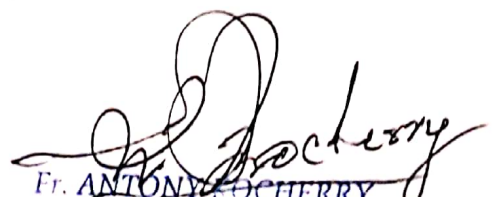
**18. TRADEMARKS:**

The Client unconditionally warrants and guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to ALBERTS, and/or its assigns for inclusion in the Product are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend ALBERTS, its assigns and its subcontractors from any liability (including legal fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

**19. THIRD PARTY SOFTWARE:**

Additionally, in the event Client elects to install or seek assistance from ALBERTS in connection with the installation of any third-party software, the following terms shall apply. Client represents and warrants that Client has the right to use and install the third-party software, and have paid the applicable licensing fees for the third-party software, and the third-party software does not and shall not infringe on the intellectual property rights of any other person or entity. Client agrees to defend, indemnify and hold harmless ALBERTS and its employees and management for, from and against any and all claims brought against ALBERTS and its employees and management by a third-party alleging the software infringes: (i) the third-party's rights; or (ii) a patent, trademark, copyright or

  
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ERNAKULAM, KOCHI - 18

  
Fr. ANTONY KOCHERRY  
Director  
Family Counselling  
Chirbhavan, 18

other intellectual property right. Client agree that in such an event Client shall pay all resulting costs, damages, expenses and reasonable attorneys' fees that a court awards and settlements incurred by ALBERTS in connection with any such claims.

**20. LAWFUL PURPOSE:**

Client may only use the Product for lawful purposes.

**21. ASSIGNMENT:**

Either party may not assign this Agreement or any of its rights or obligations or the license hereunder to a third party, without the prior written consent of the other.

**22. RESERVATION OF RIGHTS:**

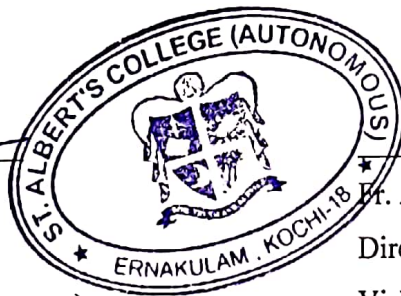
ALBERTS reserves all rights not specifically granted herein.

IN WITNESS WHEREOF, ALBERTS and Client have executed this Agreement effective as of the date and year first written above.

Fr. Antony Arackal

Chairman

St. Albert's College (Autonomous)



Fr. Antony Kocheri

Director

Vishwas Matrimony

Principal

HoD

Witness 1:

Witness 2:



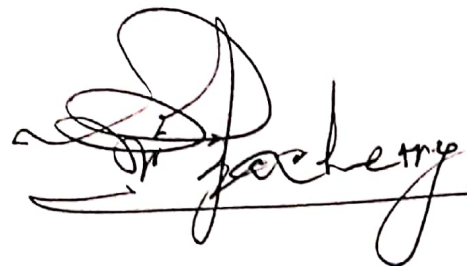
## EXHIBIT A

### SCOPE OF THE WORK

ALBERTS is responsible for developing and deploying the website named as Vishwas Matrimony in the domain, vishwasmatrimony.org. The scope of this agreement is to focus on developing the new features and updates of the website for the client and maintain the server side of the website. All the future requirements will be discussed and calculated based on the working hour as per agreement.



Fr. ANTONY ARACKAL  
CHAIRMAN  
ST. ALBERT'S COLLEGE (AUTONOMOUS)  
ERNAKULAM, KOCHI - 18

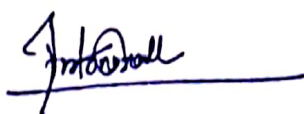


Fr. ANTONY KOCHERRY  
Director  
Family Commission  
Ashirbhavan, Kochi-18

EXHIBIT B

**PRODUCT SPECIFICATIONS**

Specification in this agreement	Available Resource
Web space	15 GB
E-mail space	15 GB
Traffic Limit	750 GB
UNIX-hosting	Available
Domain Renewal	Available
Subdomain	Available
SSL	Available
E-mail alias	Available
Database	MySQL
Bandwidth	Unmetered
CPU Memory	1 CPU 512 MB



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