



PO NO: S.M.B.T. DC/52 /2016-17

Date:- 26/05/2016

PURCHASE ORDER

To,
CellBeans Healthcare Infomatics Pvt. Ltd.,
S. No. 20, Plot No 2, Ward No 8,
Someshwarwadi, Pashan,
Pune - 411 027
Ph. No. -: 020 - 46706566, 8805177456
E-Mail Id -: swapnilj@cellbeanshealthcare.com

Subject: - Supply of College Management System Software.

Quotation Ref. No :- Letter.

Dear Sir,

With reference to your above cited quotation, we are pleased to place our order for supplying the following software as per the terms and conditions mentioned below for our S.M.B.T Ayurved College & Hospital. Please acknowledge the receipt of order.

Sr. No.	Description	Qty.	Software Price and License Cost
1	College Management System As per the details quoted in the quotation / Boucher	1	200000.00
Sub Total			200000.00
Val @ 5.50%			11000.00
Net Payable Amount			211000.00

In Word: - Two lacs eleven thousand only.

TERMS & CONDITIONS

- ❖ As per agreements detail.
- ❖ Execute the Agreement within 15 days.

P.O.



PRINCIPAL

CHIEF
OFFICER


MANAGING
TRUSTEE



CellBeans Healthcare Informatics Pvt. Ltd.

Corporate Office: Sr. no. 20, Plot no. 2, Ward No. 8, Someshwarwadi, Pashan, Pune-411027
CIN: U72900MH2014PTC255472, Tel: +91 20 46706566,
Email: info@cellbeanshealthcare.com, Website: www.cellbeanshealthcare.com

INVOICE

Bill to Address:		Invoice No. : CHIPL/2016-17/012		
S.M.B.T. Ayurved College & Hospital Nandi Hills, Dhamangaon Taluka Igatpur Dist - Nashik		Date : Wednesday, June 15, 2016		
Ship to Address:		P O Ref.: Purchase Order No. DC/52/16-17 dtd. 25th May 2016		
S.M.B.T. Ayurved College & Hospital Nandi Hills, Dhamangaon Taluka Igatpur Dist - Nashik				
Mode of Payment : NEFT/ Chq.		Payment Terms:		
Cheque / DD Payable at Pune		As per Purchase Order		
Sr. No.	Description	UoM	Rate	Amount (Rs.)
1	College Management System	1	200,000.00	200,000.00
			Total	200,000.00
			Add : Service Tax 14%	28,000.00
			Add : Swachh Bharat Cess .5%	1,000.00
			Add : Krishi Kalyan Cess .5%	1,000.00
			Add : VAT 5.5%	11,000.00
			Total Amount in Words :	241,000.00
			Rs. Two Lacs Forty One Thousand Only	
VAT TIN No. : Applied FOR Service Tax No. : AAFC6917LSD001 Service Tax Category : Information technology software service PAN :AAFC6917L		For Cellbeans Healthcare Informatics Pvt.Ltd.  Authorized Signatory		

**CellBeans Healthcare Informatics Pvt. Ltd.**

'Swajay', 10 Sagar society, Behind Pragati Hardware, Opposite to Bank of Maharashtra, Bavdhan, Pune 411021 | CIN: U72900MH2014PTC255472. Tel: +91 3291 4991, Email: info@cellbeanshealthcare.com, Website: www.cellbeanshealthcare.com

PROFORMA INVOICE

Client Name	SMBT SevabhaviTrust	Prfo Invoice No	CHIPL/2020-21/008
Billing Address	Amrutnagar,Gulewadi,Sangamner Maharashtra 422605	Prfo Invoice Date	Monday, June 1, 2020
Ship to Address	Amrutnagar,Gulewadi,Sangamner Maharashtra 422605	PO Number	-
Concened Person	1) Brig. Dr.Vasant Pawar 2) Mr. Amit Kalantri	PO Date	Monday, June 1, 2020
Mode of Payment	NEFT /Cheque / DD Payable at Pune	Payment Terms	100% Advance

SR. NO.	DESCRIPTION	SAC CODE	QTY	RATE	AMOUNT (INR)
1	MIMS Ver 2.0 (Monthly)	998313	1	₹ 75,000.00	₹ 75,000.00
TOTAL					₹ 75,000.00
ADD: 9% CGST					₹ 6,750.00
ADD: 9% SGST					₹ 6,750.00
TOTAL INVOICE AMOUNT					₹ 88,500.00

AMOUNT IN WORDS

INR EIGHTY EIGHT THOUSAND FIVE HUNDRED ONLY

Service Description

INFORMATION TECHNOLOGY (IT) CONSULTING AND SUPPORT SERVICES

GST ID No

27AAFCC6917L1ZA

PAN

AAFCC6917L

For Cellbeans Healthcare Informatics Pvt.Ltd.**Bank Details**

COMPANY: CELLBEANS HEALTHCARE INFORMATICS PVT. LTD.
BANK: UNION BANK OF INDIA
BRANCH: BAVDHAN
ACCOUNT NO: 438901010036706
ADDRESS: SHOP NO 1 SUKHWANI PRESTIGE BAVDHAN KHURD PUNE 411021
DISTRICT: PUNE | STATE: MAHARASHTRA | COUNTRY: INDIA |
IFSC CODE: UBIN0560928
SWIFT CODE: UBININBBIPN
CONTACT: 020-22952927

**Authorized Signatory**

**CellBeans Healthcare Informatics Pvt. Ltd.**

'Swajay', 10 Sagar society, Behind Pragati Hardware, Opposite to Bank of Maharashtra, Bavdhan, Pune 411021 | CIN: U72900MH2014PTC255472, Tel: +91 3291 4991, Email: info@cellbeanshealthcare.com, Website: www.cellbeanshealthcare.com

PROFORMA INVOICE

Client Name	SMBT Sevabhavi Trust	Prfo Invoice No	CHIPL/2020-21/025
Billing Address	Amrutnagar,Gulewadi, Sangamner Maharashtra 422605	Prfo Invoice Date	Wednesday, September 2, 2020
Ship to Address	Amrutnagar,Gulewadi, Sangamner Maharashtra 422605	PO Number	-
Concenred Person	1) Brig. Dr.Vasant Pawar 2) Mr. Amit Kalantri	PO Date	Wednesday, May 11, 2016
Mode of Payment	NEFT /Cheque / DD Payable at Pune	Payment Terms	100% Advance

SR. NO.	DESCRIPTION	SAC CODE	QTY	RATE	AMOUNT (INR)
1	MIMS Ver 2.0 (Monthly)	998313	1	₹ 75,000.00	₹ 75,000.00
TOTAL					₹ 75,000.00
ADD: 9% CGST					₹ 6,750.00
ADD: 9% SGST					₹ 6,750.00
TOTAL INVOICE AMOUNT					₹ 88,500.00

AMOUNT IN WORDS

INR EIGHTY EIGHT THOUSAND FIVE HUNDRED ONLY

Service Description

INFORMATION TECHNOLOGY (IT) CONSULTING AND SUPPORT SERVICES

GST ID No

27AAFCC6917L1ZA

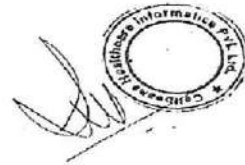
PAN

AAFCC6917L

For Cellbeans Healthcare Informatics Pvt.Ltd.

Bank Details

COMPANY: CELLBEANS HEALTHCARE INFORMATICS PVT. LTD.
BANK: UNION BANK OF INDIA
BRANCH: BAVDHAN
ACCOUNT NO: 438901010036706
ADDRESS: SHOP NO 1 SUKHWANI PRESTIGE BAVDHAN KHURD PUNE - 411021
DISTRICT: PUNE | STATE: MAHARASHTRA | COUNTRY: INDIA |
IFSC CODE: UBIN0560928
SWIFT CODE: UBININBBIPN
CONTACT: 020-22952927



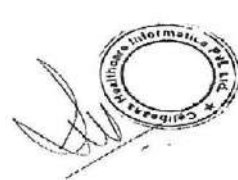
Authorized Signatory

**CellBeans Healthcare Informatics Pvt. Ltd.**

'Swajay', 10 Sagar society, Behind Pragati Hardware, Opposite to Bank of Maharashtra, Bavdhan, Pune 411021 | CIN: U72900MH2014PTC255472, Tel: +91 3291 4991, Email: info@cellbeanshealthcare.com, Website: www.cellbeanshealthcare.com

PROFORMA INVOICE

Client Name	SMBT Sevabhavi Trust	Prfo Invoice No	CHIPL/Prof/2020-21/035
Billing Address	Amrutnagar,Gulewadi, Sangamner Maharashtra 422605	Prfo Invoice Date	26 September 2020
Ship to Address	Amrutnagar,Gulewadi, Sangamner Maharashtra 422605	PO Number	-
Concenred Person	1) Brig. Dr.Vasant Pawar 2) Mr. Amit Kalantri	PO Date	11 May 2016
Mode of Payment	NEFT /Cheque / DD Payable at Pune	Payment Terms	100% Advance

SR. NO.	DESCRIPTION	SAC CODE	QTY	RATE	AMOUNT (INR)
1	MIMS Ver 2.0 (Monthly)	998313	1	Rs. 75,000.00	Rs. 75,000.00
TOTAL					Rs. 75,000.00
ADD: 9% CGST					Rs. 6,750.00
ADD: 9% SGST					Rs. 6,750.00
TOTAL INVOICE AMOUNT					Rs. 88,500.00
AMOUNT IN WORDS		INR EIGHTY EIGHT THOUSAND FIVE HUNDRED ONLY			
Service Description		INFORMATION TECHNOLOGY (IT) CONSULTING AND SUPPORT SERVICES			
GST ID No		27AAFCC6917L1ZA	For Cellbeans Healthcare Informatics Pvt.Ltd.		
PAN		AAFCC6917L			
Bank Details COMPANY: CELLBEANS HEALTHCARE INFORMATICS PVT. LTD. BANK: UNION BANK OF INDIA BRANCH: BAVDHAN ACCOUNT NO: 438901010036706 ADDRESS: SHOP NO 1 SUKHWANI PRESTIGE BAVDHAN KHURD PUNE - 411021 DISTRICT: PUNE STATE: MAHARASHTRA COUNTRY: INDIA IFSC CODE: UBIN0560928 SWIFT CODE: UBININBBIPN CONTACT: 020-22952927		 Authorized Signatory			

**CellBeans Healthcare Informatics Pvt. Ltd.**

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PROFORMA INVOICE

Client Name	SMBT SevabhaviTrust	Prfo Invoice No	CHIPL/2020-21/015
Billing Address	Amrutnagar,Gulewadi,Sangamner Maharashtra 422605	Prfo Invoice Date	Monday, July 20, 2020
Ship to Address	Amrutnagar,Gulewadi,Sangamner Maharashtra 422605	PO Number	-
Concened Person	1) Brig. Dr.Vasant Pawar 2) Mr. Amit Kalantri	PO Date	Monday, June 1, 2020
Mode of Payment	NEFT /Cheque / DD Payable at Pune	Payment Terms	100% Advance

SR. NO.	DESCRIPTION	SAC CODE	QTY	RATE	AMOUNT (INR)
1	MIMS Ver 2.0 (Monthly)	998313	1	₹ 75,000.00	₹ 75,000.00
TOTAL					₹ 75,000.00
ADD: 9% CGST					₹ 6,750.00
ADD: 9% SGST					₹ 6,750.00
TOTAL INVOICE AMOUNT					₹ 88,500.00

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Service Description

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SWIFT CODE: UBININBBIPN
CONTACT: 020-22952927

**Authorized Signatory**

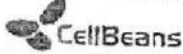


CellBeans Healthcare Informatics Pvt. Ltd.

'Swajay', 10 Sagar society, Behind Pragati Hardware, Opposite to Bank of Maharashtra, Bavdhan, Pune 411021 | CIN: U72900MH2014PTC255472, Tel: +91 3291 4991, Email: info@cellbeanshealthcare.com, Website: www.cellbeanshealthcare.com

SOFTWARE LICENSE AGREEMENT

This Software License is made by the Supplier,



CellBeans Healthcare Informatics Pvt. Ltd. (CBHI),

to the Client as an essential element of the services to be rendered by CellBeans Healthcare Informatics Pvt. Ltd., as defined in the Purchase Order System shall mean the deliverable product as defined in these documents.

Supplied To / Beneficiary / Client	SMBT Sevabhavi Trust Amrutnagar, Ghulewadi, Sangamner - Maharashtra 422605 Phone: +090110 67101 Email: director@smbt.edu.in/co@smbt.edu.in
OEM / Manufactured by	CellBeans Healthcare Informatics Pvt. Ltd. 4TH FLOOR OFFICE NO. 402, M-ARCH CENTRE, OPP. AUDI SERVICE STATION, 48, BANER ROAD, LALIT ESTATE, SUS, BANER, PUNE, MAHARASHTRA 411045 E-mail: info@cellbeanshealthcare.com Website: www.cellbeanshealthcare.com
Local Partner / Supplier	<i>Not Applicable</i>
License No	To be supplied on purchase

Client and CellBeans Healthcare Informatics Pvt. Ltd., agree that this Software License is deemed to be part of, and subject to, the terms of the Agreement applicable to both parties.

Copyright © 2018 CellBeans Healthcare Informatics Pvt. Ltd. All right reserved
www.cellbeanshealthcare.com

Document Control & Revision History

Document Title	CBHI_LICENSE_AGREEMENT_SMBT GROUP OF COLLEGE & HOSPITAL	Version No.	1.0
	Name	Designation	Date
Prepared by	Yogesh Dixit		20/01/2020
Reviewed by	Apurva Pachpor		26/05/2020
Approved by	Swapnil Joshi		26/05/2020

Revision History

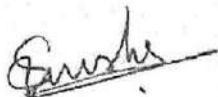

Sr. #	Modified Date	Change Notes	By
1	20/01/2020	License Agreement Ver 1.0 (Standard)	Yogesh Dixit
2	26/05/2020	Modification suggested by client on Pg No. 1, 3	Apurva Pachpor
3			
4			

SITE OF INSTALLATION - ACTIVATION

The License Activation Methodology is Keyless in nature. The software shall be used by DEVELOPEE at following location

SMBT SevaBhavi Trust
Amrutnagar, Ghulewadi, Sangamner, Maharashtra 422605
Phone: + 090110 67122
Email: director@smbf.edu.in

This Supply of the License is as per the guidelines of

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भारतीय न्यायिक



एक सौ रुपये

Rs. 100

₹ 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2019

VU 316830

उपशासक कार्यालय, संगमनेर
 6 FEB 2020
 उपकीर्ण अधिकारी, संगमनेर

मुद्रांक विक्री वायतची नोंद वही अनुक्रमांक 28864 दिनांक 6/3/2020

तिज्ञापनासाठीचे कारण

दस्ताचा प्रकार/नोंदणी करणार आहेत का

मिळकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव व रहिवासी पत्ता

हस्ते असल्यास नाव व पत्ता

मुद्रांक विकत घेणाऱ्याची सही

परवानाधारक मुद्रांक विक्रीच्याची सही

व परवानाधारक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता-

श्री. मधुरावई भाल्लाहे धोरात सेवाभावी ट्रस्ट
 धनूबागर (मुंबई) वा. संगमनेर जि. अहमदनगर

ह. करज बाकल

श्री. नितीन भिवाजी कुमठेकर
 (मु.वि.प.कं. 90809/9C)
 9634, विश्वास टॉरॉक्स, संगमनेर

SOFTWARE DEVELOPMENT AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT is entered into as of 1st June 2020.

BY AND BETWEEN,

CellBeans Healthcare Informatics Pvt, Ltd. a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 11, 12, Srushtkar Apt., Bhabha Na Near Purandare Hospital, Mumbai Naka, Dwarka Corner, Nashik, Maharashtra, India - 422011 and Corporate office at, 4TH FLOOR OFFICE NO. 402, M-ARCH CENTRE, OPP. AUDI SERVICE STATION, 48, BANER ROAD, LALIT ESTATE, SUS, BANER, PUNE, MAHARASHTRA 411045 represented herein by its Authorized Signatory hereinafter referred to as; hereinafter called the "DEVELOPER", of the first part

[Signature]

[Signature]

AND

SMBT Sevabhavi Trust, a Trust registered under Bombay Public Trust Act in India, having its registered office at – Amrutnagar, Ghulewadi, Sangamner, Maharashtra 422605 India herein after referred to as the "DEVELOPEE", (which expression unless repugnant to the context or meaning thereof shall mean and include its legal representatives, executors, successors, administrators and assigns), of the Second Part.

WHEREAS, DEVELOPER is in the business of licensing software related to its Medical Institute Management System (Ver 2.0), including but not limited to hosting, development and/or maintenance services, which it provides to Clients such as the DEVELOPEE.

AND WHEREAS, DEVELOPEE is a leading Healthcare and Education Trust / Institute in India.

AND WHEREAS DEVELOPER represented to the DEVELOPEE that among the other things, the DEVELOPERs have developed a software for streamlining the operations of College as per requirement of College.

AND WHEREAS, DEVELOPEE is desirous to develop the Medical Institute Management Systems software to streamline the operations of SMBT GROUP OF COLLEGE & HOSPITAL

NOW, THEREFORE, in consideration of the mutual promises set forth herein, DEVELOPER and DEVELOPEE agree as follows:

1. Software

The Software development, deliverable's Description or components shall perform the functions and shall comply with the proposals and specifications, identified or set forth in **EXHIBIT A**, attached hereto. Each software module or component, specification and proposal included or referred to in **EXHIBIT A** is expressly incorporated by reference herein.

2. Software Installation and Acceptance Promptly after the software system delivery to the DEVELOPEE's site, DEVELOPER shall install the software on the hardware of the DEVELOPEE. DEVELOPER shall successfully conduct all of its own software testing procedures on the Software.

Thereafter in presence of representatives of the DEVELOPEE, DEVELOPER shall conduct acceptance testing as per their internal procedures. DEVELOPEE will confirm software installation and acceptance in writing to the DEVELOPER. The DEVELOPER shall hand over the SOP's of Medical Institute Management system (Ver 2.0) to the DEVELOPEE.

3. Training

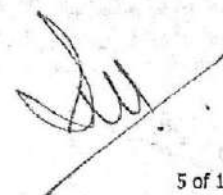
Development fee shall includes all costs for the training of DEVELOPEE's employees on use and operation of all modules or components of Software. DEVELOPER shall train DEVELOPEE on each of the modules or components of the Software.

4. Restrictions

DEVELOPEE shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of DEVELOPER; provided that DEVELOPEE may make one copy of the Software for backup or archival purposes.

5. Fees

In consideration for development of the Software, DEVELOPEE agrees to pay DEVELOPER fees as per Work Order.



6. Warranty:

A. Software: Warranty will start immediately after UAT sign-off and will be valid for 5 years. One dedicated resource will be assigned for onsite support & service for SMBT GROUP OF COLLEGE & HOSPITAL during the Warranty period.

B. Hardware: Warranty will start immediately after Hardware Installation and will be valid for 5 years

7. During this 1st 05 (five) years period, after UAT if any new customization is needed by SMBT GROUP OF COLLEGE & HOSPITAL, then the charge per customization (depends on major and minor customization) as follows:

- Customizations will be per working day.
- Major customizations include screen changes, workflow changes and new complex reports which require development team's Intervention. Customization rate is INRNIL per working day
- Minor customizations are handled by implementation team which include report level changes, screen configurations, alert configurations, transaction report print configurations and these customizations are not charged

8. The Developer cannot sale or issue this software license without permission of the SMBT SevabhaviTrust and subject to royalty agreement sign by both the parties.

9. It is agreed by the software DEVELOPER that he will complete detailed the software as per requirement and time specified in EXHIBIT A of this agreement.

10. Comprehensive Maintenance Contract (CMC) is free for first five years and CMC will start after completion of one year from the date of go live.

CMC will include - Maintenance, New Customization, New Report development with all others, Support Services Charge yearly and Software Version Update, Technological update

From 6th years to infinity period

CMC will be 20,000/- per Man month after go live price will be charged from 6th to 10th year and then yearly 5% increase from the CMC cost of the 11th year.

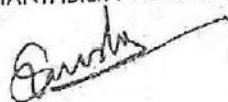
CMC cost will be yearly 7% of Total Hardware Price from 6th year and then it will be increased by 5% from the next year. CMC cost includes the price of spare parts as required.

11. Service Levels for Support: SLAs shall be as per terms specified in EXHIBIT C which is review on monthly basis.

12. Payment: Payment terms for the license fee shall be as per terms specified in EXHIBIT B.

13. Warranty Disclaimer:

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



14. Force Majeure: A Party shall not be deemed in default of this Agreement, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, embargo, labour strike, lockout, boycott or other similar events beyond the reasonable control of the Party, provided that the Party relying upon this provision:

gives prompt written notice thereof, and takes all steps reasonably necessary to mitigate the effects of the force majeure event.

If a force majeure event extends for a period in excess of 30 days in the aggregate, parties may decide further course of action as mutually agreed upon.;


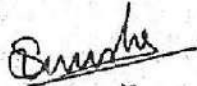
15. HIGH RISK ACTIVITIES: The Product is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Product could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, DEVELOPER and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. DEVELOPEE agrees that DEVELOPER and its suppliers will not be liable for any claims or damages arising from the use of the Product in such applications.

16. RESTRICTIONS: Except as otherwise expressly permitted in this Agreement, or in another DEVELOPER agreement to which DEVELOPEE is a party such as a distribution agreement, DEVELOPEE may not: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Product (except to the extent applicable laws specifically prohibit such restriction); (ii) copy or use the style sheets, Java scripts and HTML that are provided in source code form for purposes other than this Licence Agreement allows (iii) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Product; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product; or (v) publish any results of benchmark tests run on the Product to a third party without DEVELOPER's prior written consent.

17. PROPRIETARY RIGHTS: Title, ownership rights, and intellectual property rights in the Product shall remain with DEVELOPER. DEVELOPEE acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with DEVELOPER's Solution' or its suppliers' ownership of or rights with respect to the Software. The Software is protected by copyright and other intellectual property laws and by international treaties. Title and related rights in the content accessed through the Product is the property of the applicable content owner and is protected by applicable law. The License granted under this Agreement gives DEVELOPEE no rights to such content.

18. PUBLICITY: DEVELOPER shall be entitled to disclose and publicize, in the form of Client lists displaying DEVELOPEE's name and logo and on its web site, marketing materials and otherwise, the identity of the DEVELOPEE as a DEVELOPEE of the DEVELOPER. However, DEVELOPEE shall always have an option to recall such permission for displaying its name and/or logo from website and any other marketing material. On recall of permission by DEVELOPEE the DEVELOPER shall remove name and/or logo of the DEVELOPEE from its website and marketing material etc.

19. Arbitration and Governing Law : This Agreement and all acts and all transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with laws of India. Both the parties agree to resolve all disputes by binding Arbitration under the Arbitration and conciliation Act 1996. The place of Arbitration shall be Nashik, India and language of arbitration shall be English.



20. General: Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as partner, joint venture or agent of the other party and shall not bind nor attempt to bind the other party to any contract. No changes or modifications to or waivers of any provision of this Agreement shall be effective unless evidenced in a written amendment that is signed by both parties. This Agreement, including all Work Orders and Exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all proposals, oral or written, all negotiations, conversations, discussions or agreements between or among the parties relating to the subject matter. This Agreement may be modified only by a writing signed by an authorized person of each party. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
21. Severability: If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
22. Notice: Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.
23. No Assignment Neither this Agreement nor any interest in this Agreement may be assigned by DEVELOPEE without the prior express written approval of DEVELOPER.

IN WITNESS WHEREOF, DEVELOPER and DEVELOPEE have executed this Software License Agreement on the day and year first above written.

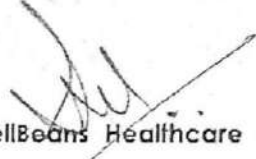
For SMBT Sevabhavi Trust

Signature: 

Name: Shriram D. Kurhe

Title: Chief Officer

Date: 01/06/2020


For CellBeans Healthcare Informatics Pvt. Ltd.

Signature:

Name: Mr. Swapnil Joshi

Title: Founder and MD

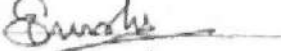
Date: 01/06/2020

EXHIBIT A



1. NEED to mention all module in details with timeline for each

For SMBT Sevabhavi Trust

Signature: 

Name: Shriram D. Kurhe

Title: Chief Officer

Date: 01.06.2020

For CellBeans Healthcare Informatics Pvt.
Ltd.

Signature: 

Name: Mr. Swapnil Joshi

Title: Director and MD

Date: 01.06.2020

1. EXHIBIT B

Particulars	Price (INR)
DEVELOPMENT FEES INCLUDING IMPLEMENTATION AND TRAINING	INR 75000/- per month

Mode of Payment: Online Bank Transfer / NEFT / RTGS in favor of "CellBeans Healthcare Informatics Pvt. Ltd." COMPANY: CELLBEANS HEALTHCARE INFORMATICS PVT. LTD.

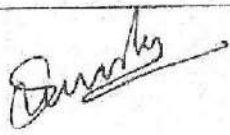


Union Bank

COMPANY: CELLBEANS HEALTHCARE INFORMATICS PVT LTD
BANK: UNION BANK OF INDIA
BRANCH: BAVDHAN
ACCOUNT NO: 438901010036706
ADDRESS: SHOP NO 1 SUKHWANI PRESTIGE BAVDHAN KHURD PUNE - 411021
DISTRICT: PUNE
STATE: MAHARASHTRA
COUNTRY: INDIA
IFSC CODE: UBIN0560928
SWIFT CODE: UBININBBIPN
CONTACT: 020-22952927

Revenue Recognition Method:

Invoicing for this project execution will be done Accruals Basis, under which the 100% invoicing will be done in the current accounting period.




TERMS & CONDITIONS

VALIDITY

This commercial offer is valid till CBHI does not change prices / 30 days from the Date of Proposal, whichever earlier.

TAXES

(18% GST) if Applicable, to be paid as per Law.

DELIVERY

Upon acceptance of work order by both the parties, Implementation timeline plan will be finalized and be followed.

OTHER TERMS AND CONDITIONS

- The prices quoted in the proposal are excluding Taxes. The Client has to pay the Tax at actual, applicable by LAW.
- Any changes by the State/Central Govt. in duties/levies applicable on software licenses/services applicable at the time of delivery will be extra and payable by the customer
- It may be noted that all payments received are non-refundable.
- All mail communications are to be treated as valid and legal certificates.
- All clients must certify the work executed and provide an official certificate of acceptance for the same.
- It must be noted that prices given in this proposal are variable and can increase depending on the quantum of work.
- TDS to be deducted under Section 194J.
- Any dispute arising under these terms and conditions shall be subject to the Ahmednagar jurisdiction.
- Necessary Hardware required for License Deployment & Integration.
- Any requested customization will be charged extra. Separate Work Order will be generated by the client to "CellBeans Healthcare Informatics Pvt. Ltd."

Disclaimer

This communication (including any accompanying documents / attachments) is intended only for the use of the addressee(s) and contains information that is PRIVILEGED AND CONFIDENTIAL. If you are not the intended recipient, you are notified that any dissemination and/or copying of this file / data is strictly prohibited and you are requested to delete this data / file immediately.

Drafted by

Mr. Yogesh Dixit
Implementation Manager
Cell: +91 (0) 9764197880
Email: yogeshd@cellbeans.com

Finalized by

Mr. Swapnil S. Joshi
Managing Director & CEO
Cell: +91 (0) 8805 177 456
Email: swapnilj@cellbeans.com





PAYMENT TERMS:

a. Software

- 30 days after acceptance of monthly bill by SMBT Sevabhavi Trust

For SMBT Sevabhavi Trust

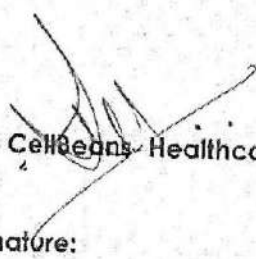
Signature: 

Name: Mr. Shiram D. Kurhe

Title: Chief Officer

Date: 01.06.2020

For CellBeans Healthcare Informatics Pvt. Ltd.

Signature: 

Name: Mr. Swapnil Joshi

Title: Director and MD

Date: 01.06.2020.

2. EXHIBIT C
SLA(NEED to be in detailed)

Support will be provided through:

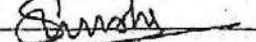
- Online RDP, Team Viewer, WebEx, Skype
- Telephonic Discussion
- E-mail

Support response time will be as follows:

Category	Description	Response Time (Hrs.)	Resolution Time (Hrs.)
Critical	Stops a business area function, e.g., can't view the DICOM Studies	Less than 4 Hrs.	Less than 8 Hrs.
High	Time sensitive issues – e.g. Reports Printing and Patient Submissions.	Less than 8 Hrs.	Less than 16 Hrs.
Medium	Business functions with work around, regular functionality not available, e.g., Unable to receive order from interface, unable to send the patient demographics to Modality.	Less than 16 Hrs.	Less than 48 Hrs.
Low	Insignificant impact on the business, e.g., Cosmetic error – introduction or correction of any data field on the form.	Less than 24 Hrs.	Less than 72 Hrs.

Note: The TTR (Time to Resolve) will be measured from the Reproduction of the Issue Reported.

For SMBT GROUP OF COLLEGE & HOSPITAL

 Signature: 

Name: Mr. Shiram D. Kurhe

Title: Chief Officer

Date: 01.06.2020

For CellBeans Healthcare Informatics Pvt. Ltd.

 Signature: 

Name: Mr. Swapnil Joshi

Title: Director and MD

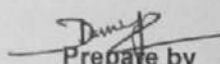
Date: 01.06.2020

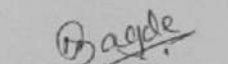
Library as learning resource

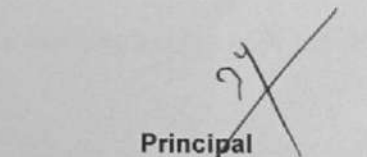
- The Central Library is well-equipped with excellent infrastructure, with enough number of books and journals;
- Floor area of SMBT Dhamangaon Campus library is 2411.80 sq. m. with seating arrangement minimum Reading Room.100.
- The Library remains open 9.00 a.m. 4.30 p.m. from Monday to Saturday. On Sunday and Holidays reading room facilities are provided to library users from 9.00 a.m. to 8.00 p.m. The library has separate sections for teaching staff, UG, PG, e-learning
- The desk to access in various departments and multiuser access with regard to library management Software at Digital Library has been setup. Online Public Access Catalogue (OPAC) helps the readers in searching the documents of their choice its availability in the library.
- The Library has a separate area for Digital Library with excellent state-of-art computer facilities having internet connected computer terminals with email facility and access to e-materials and e-resources. The Library has 12 Computers under Local Area Network (LAN) with internet browsing terminals.
- The desk to access in various departments and multiuser access with record to Library Management Software at Digital library has been setup.
- The textbook & reference books are available in the Central Library and all are in good condition. Book bank facility is available for the needy students. The Central library has succeeded in transmitting all the physical list of books in electronic form and even the new records are updated.

Data Requirement for last 5 Year: Provided a description of library with

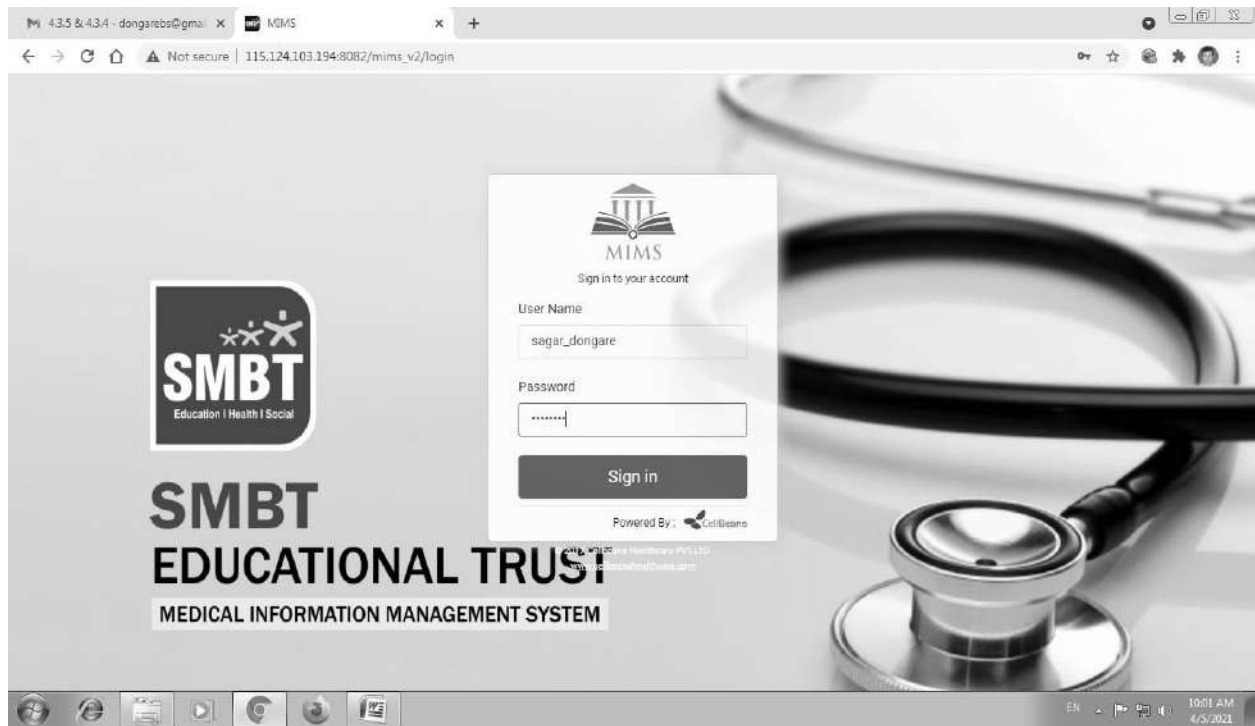
Name of ILMS software	Nature of automation (fully or partially)	Version	Year of automation
Medical Institute Management System	Partially	1.0	2017


 Prepare by
 Librarian

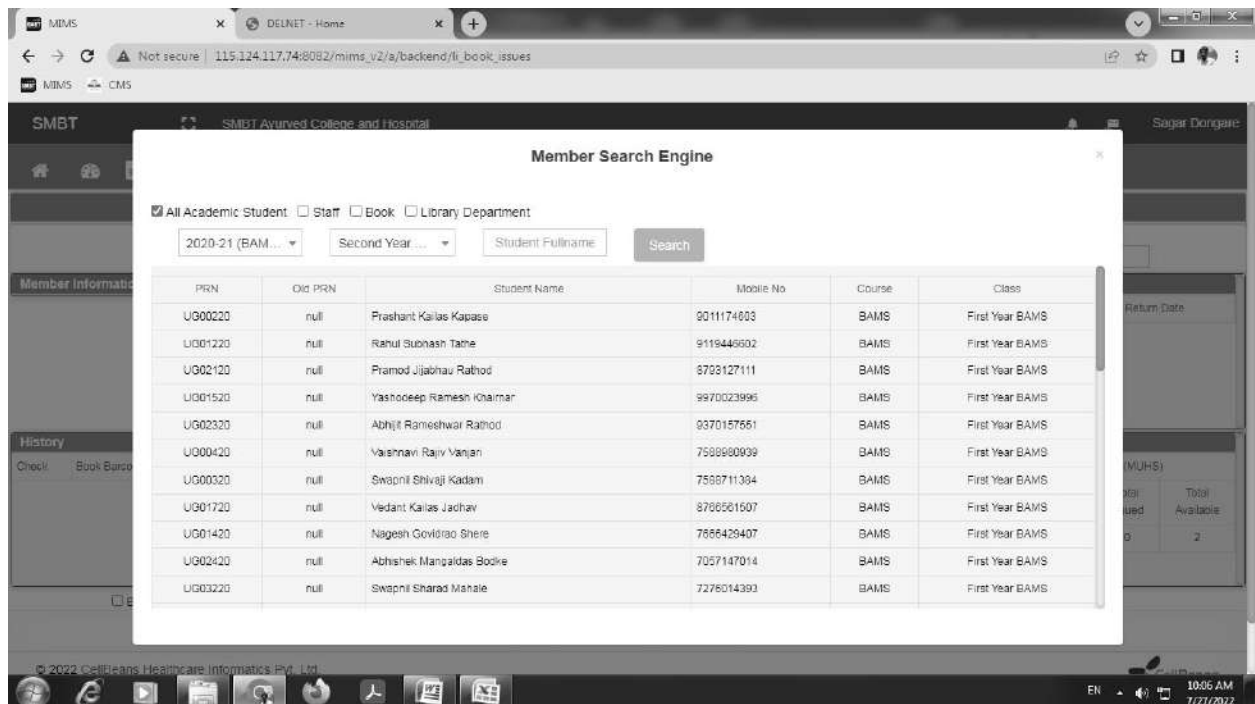

 checked by
 Dr. Monali Bagde


 Principal
 Dr. Pradeep Bhabad
Principal
 S.M.B.T.Ayurved College & Hospital
 Mandi-Hills, Dhamangaon, Tal. Igatpuri, Dist. Nashik

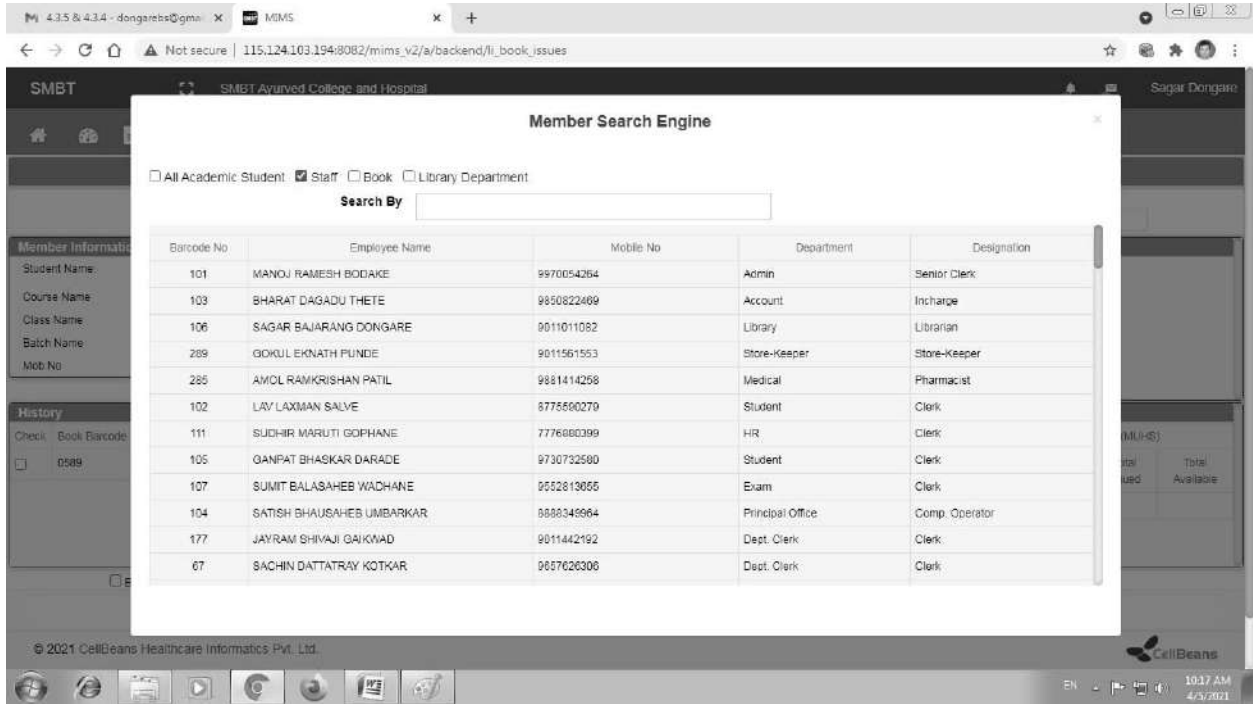
MIMS: Medical Institute Management System



Member Search for Students



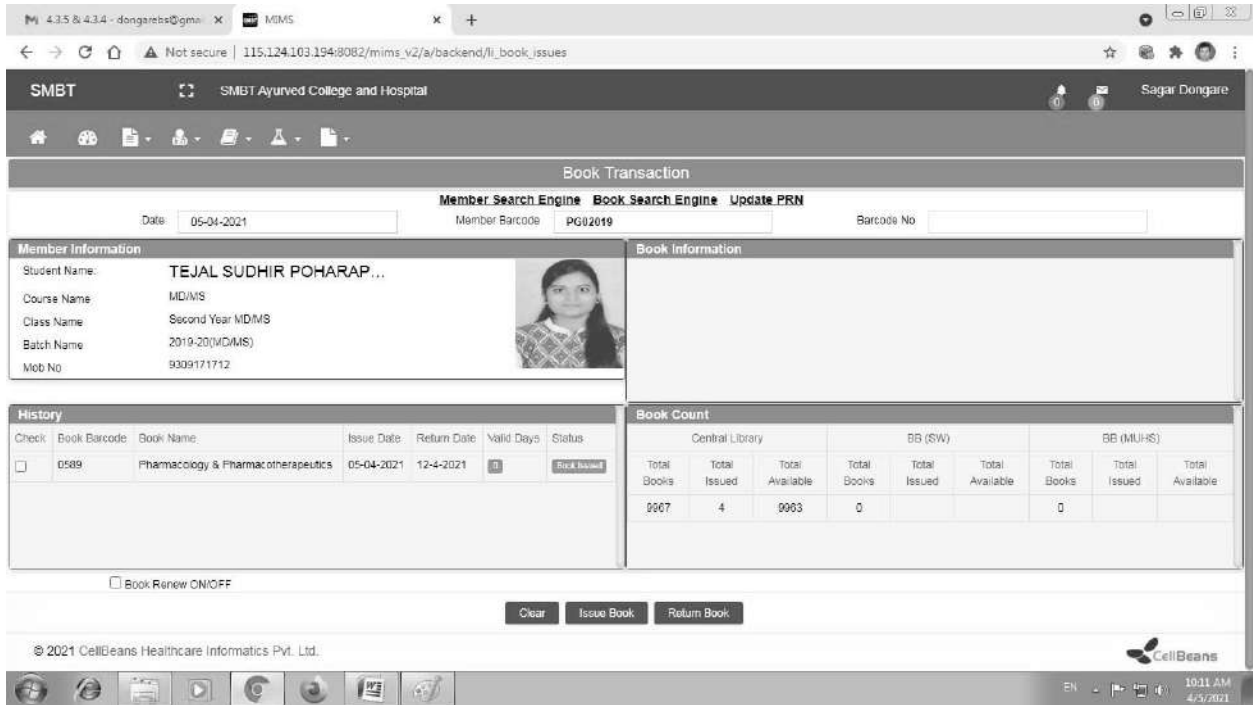
Member Search for Staff



The screenshot shows a web browser window with the URL `115.124.103.194:8082/mims_v2/a/backend/fi_book_issues`. The page title is "Member Search Engine". There are radio buttons for "All Academic Student", "Staff" (which is selected), "Book", and "Library Department". Below this is a "Search By" input field. A table displays search results for staff members.

Barcode No	Employee Name	Mobile No	Department	Designation
101	MANOJ RAMESH BODAKE	9970054264	Admin	Senior Clerk
103	BHARAT DAGADU THETE	9850822469	Account	Incharge
106	SAGAR BAJARANG DONGARE	9011011082	Library	Librarian
289	GOKUL EKNATH FUNDE	9011561553	Store-Keeper	Store-Keeper
285	AMOL RAMKRISHAN PATIL	9881414258	Medical	Pharmacist
102	LAV LAXMAN SALVE	8775600270	Student	Clerk
111	SUDHIR MARUTI GOPHANE	7776660399	HR	Clerk
105	GANPAT BHASKAR DARADE	9730732580	Student	Clerk
107	SUMIT BALASAHEB WACHANE	9552813655	Exam	Clerk
104	SATISH BHAUSAHEB UMBARKAR	9888349664	Principal Office	Comp. Operator
177	JAYRAM SHIVAJI GAIKWAD	9011442192	Dept. Clerk	Clerk
67	SACHIN DATTATRAY KOTKAR	907626300	Dept. Clerk	Clerk

Book Transaction



The screenshot shows the "Book Transaction" page. At the top, there are tabs for "Member Search Engine", "Book Search Engine", and "Update PRN". The "Date" is set to "05-04-2021" and the "Member Barcode" is "PG02019". Below this, there are sections for "Member Information", "Book Information", "History", and "Book Count".

Member Information:

- Student Name: TEJAL SUDHIR POHARAP...
- Course Name: MD/MS
- Class Name: Second Year MD/MS
- Batch Name: 2019-20(MD/MS)
- Mob No: 9309171712

History:

Check	Book Barcode	Book Name	Issue Date	Return Date	Valid Days	Status
<input type="checkbox"/>	0589	Pharmacology & Pharmacotherapeutics	05-04-2021	12-4-2021	0	Book Issued

Book Count:

Central Library			BB (SW)			BB (MUHS)		
Total Books	Total Issued	Total Available	Total Books	Total Issued	Total Available	Total Books	Total Issued	Total Available
0007	4	0003	0			0		

At the bottom, there are buttons for "Clear", "Issue Book", and "Return Book".

Book Current Status

The screenshot shows a web browser window with the following details:

- Browser tabs: 4.3.5 & 4.3.4 - dongarebs@gmail.com, MIMS
- Address bar: Not secure | 115.124.103.194:8082/mims_v2/a/backend/doc_documents
- Page title: SMBT Ayurved College and Hospital
- User name: Sagar Dongare

The 'Book Current Status' modal window contains the following search form:

Book Name: Author:

Clear

The table below shows the current status of books:

Barcode No	Book Name	Status	Cost	Subject
0577	Text book of Medical Physiology	Available	050.00	Sharrn Kriya Vignan
1042	Text book of Medical Physiology	Available	1495.00	Sharrn Kriya Vignan
1043	Text book of Medical Physiology	Available	1495.00	Sharrn Kriya Vignan
1044	Text book of Medical Physiology	Available	1495.00	Sharrn Kriya Vignan
1046	Text book of Medical Physiology	Available	1495.00	Sharrn Kriya Vignan
3175	Text book of Medical Physiology	Available	1225.00	Sharrn Kriya Vignan
3176	Text book of Medical Physiology	Available	1225.00	Sharrn Kriya Vignan
3177	Text book of Medical Physiology	Available	1225.00	Sharrn Kriya Vignan
3178	Text book of Medical Physiology	Available	1225.00	Sharrn Kriya Vignan
3179	Text book of Medical Physiology	Available	1225.00	Sharrn Kriya Vignan