



**Sweedu** - The Online School Management System  
Powered By Webmedia Experts

**“EDUCATIONAL END USER LICENSE AGREEMENT”**

**IMPORTANT-READ CAREFULLY:** This Educational End User License Agreement ("EULA") is a legal agreement between YOU as Licensee and WEBMEDIA EXPERTS for the use of SOFTWARE PRODUCTS, as defined below. By installing, copying, or otherwise using the SOFTWARE PRODUCTS, YOU agree to be bound by the terms and conditions contained in this EULA. If YOU do not agree to all terms and conditions contained in this EULA, you may not install or use the SOFTWARE PRODUCTS. Also, if you do not agree to all of these terms and conditions, then you must promptly return the SOFTWARE to the place of business from which you obtained it in accordance with any return policies of such place of business. Return policies may vary between or among resellers, and you must comply with your particular reseller's return policies as agreed at the point of purchase.

**DEFINITIONS**

In this End User License Agreement,

"EULA" shall mean this End User License Agreement

"Licensor" shall mean WEBMEDIA EXPERTS

"Licensee" shall mean YOU or the organization (if any) on whose behalf YOU are taking the EULA.

"SOFTWARE PRODUCTS" or "SOFTWARE" or "PRODUCTS" shall mean SWEEDU and any additional modules or add-ons delivered by WEBMEDIA EXPERTS. The term "SOFTWARE" includes, to the extent provided by WEBMEDIA EXPERTS: 1) Any revisions, updates and/or upgrades there to; 2) Any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; 3) Anything in any form whatsoever intended to be used with or in conjunction with the SOFTWARE; and 4) Any associated media, documentation (including physical, electronic and on-line) and printed materials (the "Documentation").

"SWEEDU (online website or mobile application)" shall mean the edition of the SOFTWARE PRODUCTS, which is available free of charge for Trial purposes for a period of 45 days.

"RELEASE" refers to any version of the SOFTWARE or any other material which has been commercialized by WEBMEDIA EXPERTS during or after delivering a SOFTWARE, including any kind of software supplied with the aim of improving either functions or performance of the SOFTWARE, increasing its capacity or improving the SOFTWARE usage, with the aim of mending possible mistakes in the SOFTWARE logic, together with its documentation.

"DOCUMENTATION" refers to the User's Manual as well as any other material given by WEBMEDIA EXPERTS in order to be used with the SOFTWARE.

**1. Purpose of the Agreement**

This is a License Agreement ("Agreement") between LICENSER, and \_\_\_\_\_, a bona fide educational entity engaged in online school management activity.

LICENSER hereby grants the LICENSEE a non-exclusive, non-transferable license to use the SOFTWARE PRODUCTS listed solely for educational purposes in a school or college or organization(institute) context only. Use of the Software for any other purpose constitutes a material breach of this Agreement.

By virtue of accepting the terms and conditions established in this EULA the LICENSEE does not acquire any ownership of copyright or other intellectual property rights in any part of the SOFTWARE PRODUCTS. The



LICENSEE is only entitled to use the SOFTWARE PRODUCTS in accordance with the terms and conditions set forth in this EULA.

By using the SOFTWARE PRODUCTS The LICENSEE agrees to accept the terms and conditions established in this EULA.

## **2. Evaluation License**

The Trial edition of the SWEEDU is not free software (or online panel), but a free-of-charge edition of the SOFTWARE PRODUCTS, which is available for testing purposes only. Consequently, the liabilities of the LICENSER shall be limited as indicated below. If the LICENSEE is using a Trial version or evaluation copy, then any granted License shall be limited as follows:

- a) On request, and at the LICENSER discretion, The LICENSEE will be provided without charge and will be licensed to use the SOFTWARE for a period of forty-five (45) days ( the "Evaluation Period") for evaluation purposes only;
- b) Upon completion of the Evaluation Period, The LICENSEE shall, i) contact the LICENSER or one of its authorized dealers to purchase a license of the SOFTWARE, which is subject to the terms and limitations contained herein.

Unregistered use of the SOFTWARE PRODUCTS after the Evaluation(Trial) Period is in violation of India and international conventions on copyright law.

The LICENSER may extend the Evaluation(Trial) period on request and at their only discretion.

## **3. Validity of the License Grant**

The grant of any license here under shall only become effective from the moment the LICENSER issues an invoice for the total price of the License(s) and/or the Maintenance and Support Services, in the case of perpetual licenses agreement and when the LICENSER issues an invoice for a license subscription valid for listed plan(monthly, quarterly, semester and one year), that can be renewed every chosen plan time, while the product is available, as contracted by the LICENSEE under the Purchase Order.

## **4. License and Software Support Fees**

- a) The License granted by this Agreement is provided free of charge for any number of users.
- b) The total Software Maintenance and Support Services Fee is depending on the plan(Package) you choose and its starting from LITE Plan(Package)only.
- c) The Software Maintenance and Support Services are optional after the service period.

## **5. Changes to the usage specifications and/or the product.**

- d) The LICENSEE may use the Products under the specifications and for the duration stipulated in the Purchase Order solely and exclusively within the territory / market segment stated therein. Any changes or alterations to the specifications stipulated in the Purchase Order without the express consent from the LICENSEE are strictly prohibited.



## 6. Products' Ownership

Any rights on the Products, partial or full copies thereof, as well as any related documents provided by the LICENSER, are and shall always be the exclusive property of the LICENSER.

The LICENSEE agrees not to sell, resale, lease, sublease or reproduce, copy, or transfer in any way, whether totally or partially, the Products herein.

The LICENSER shall remain the sole proprietor of the ownership, royalties and all copyrights and patent rights on the Products. The SOFTWARE PRODUCTS are protected by copyrights as well as by the applicable International Copyright Laws and Treaties.

No right whatsoever concerning the usage, modification, license or any other type of exploitation of any of the brands, trade names, logos, websites, domain names, or any other Patent Rights which may be the property of the LICENSER, are hereby granted.

Specifically, The LICENSEE is not licensed nor authorized to develop the SOFTWARE PRODUCTS or to create new versions of the same. Updates and upgrades to the SOFTWARE may be provided by the LICENSER from time-to-time upon the terms and conditions offered at each time. The LICENSER may provide updates and upgrades to the SOFTWARE (online website) for free or for any charge and through its chosen manner of access and distribution, all in the LICENSER's sole discretion.

## 7. Maintenance and Support Services.

Should the LICENSEE have contracted Maintenance and Support Service (also referred to as the "Service") for the SOFTWARE PRODUCTS in its Purchase Order, the terms and conditions stipulated in this section shall be applicable:

### 7.1. General Conditions for the Provision of Maintenance and Support Services.

- The Maintenance and Support Service shall be contracted and provided in given package(plan) period terms, counting from the day of invoice of the total price for the given package(plan) payment (hereafter the "Monthly Payment", "Quarterly Payment", "Semester Payment" "Annual Payment"), including taxes, as agreed in the Service Purchase Order (hereafter the "Service Validity Period").
- Should the price for the provision of the Service be modified from one Package payment to the next, the LICENSER shall notify the LICENSEE in writing or Email, and two months prior to the date, when the corresponding Package payment is due, of the total price for the next Service Package payment.
- Once each package Payment is due, it will be understood that the Service is renewed for another package duration, on the terms and conditions described above, unless any of the two parties has notified the other in writing or Email, a two month prior to the date, when the next corresponding Package payment is due, of its intention not to renew the Service for the following Package duration (the "No-Renewal Notification").
- Within the first month after the date of the last Service Package Payment, and unless a No-Renewal Notification has been served, the LICENSER shall issue an invoice to the LICENSEE for the corresponding amount for the provision of the Service for the following Service period.
- Those LICENSEES who have not contracted the Service for any service package Payment(s) and who wish to obtain the latest update of the Products shall have to pay the LICENSER an amount equivalent to the total price of the Package Payments, which have not been contracted, counting from the date, when their last Service contract expired to the Package Payment for the requested update inclusive.



- The Service shall be understood as referring to the latest version of the product launched by the LICENSER, to its immediately previous version, and in any case to those versions created during the term of the corresponding current Service Package Payment.
- Should any module be added to the basic Licenses package at a later stage, the amount invoiced for the relevant Service will be calculated based on the number of days remaining until the date, when the next Package payment is due. Likewise, said Service shall remain valid until that date. From then on, the basic package Service shall be added to that of the new module for the purposes of subsequent Package service renewals.

7.2. The products maintenance and support services shall include the following:

- sweedu Customer Services: E-mail support with our commitment to reply within 48 hours, except in those cases where queries are placed during public holidays or when the Customer Services Centre is closed. Queries shall be sent by E-mail to the following email address:

[info@sweedu.com](mailto:info@sweedu.com)

Customer services shall only be provided in two languages, English and Hindi; both parties agree to and declare themselves to be satisfied by this arrangement.

When Licensee is using first level support from an authorized LICENSER Partner, all requests and inquiries will be sent that company only.

Those using Customer Services shall provide the following information when making queries:

- Full information of the contact person (name, School/college, E-mail and telephone number).
- A clear and specific description of the problem or query.

Customer Services shall only assist with queries regarding the Usage Guidance, faults, or problems concerning the Sweedu.

The services provided by the LICENSER or the authorized LICENSER Partner through courses and consultancy are explicitly excluded from the Service.

- The LICENSEE shall be provided, at no extra cost, with the necessary code modifications to correct the main Product faults so that said Products work according to the relevant operating specifications for their most recent version. At a later stage, he will be provided with code modifications to solve less important problems in the next version of the Product.
- The necessary Product updates for it to be executed on new versions of operating systems or other software systems required to operate with the designed Products shall be provided as long as it is technically and financially viable at the LICENSER discretion, and in good faith.



7.3. The service will not include:

- The correction of mistakes that may be attributed to a manipulation of the programme by personnel not authorized by the LICENSER, or the necessary tasks to re-establish the previous situation derived from incorrect operations by the client, causing losses, destruction and/or disruption of Programmes and/or data.
- The programme adaptation to the specific circumstances of each LICENSEE.
- The correction of anomalies exclusively attributed to the hardware used, the shortcomings in the work environment conditions, together with cuts-off or problems in the electricity supply and which, therefore, have no relation with the Programme.
- The repair of the damages caused by computer viruses or faults in other Programmes not related to this contract.
- Travel expenses accumulated by the maintenance service.

## 8. Personal data processing and protection.

The LICENSER will scrupulously respect the confidentiality of the personal data submitted by the LICENSEE, as well as any measures necessary for their processing according to the observance of the regulations in force on the protection of data and, among others, the provisions of Section 21 of INDIAN PANEL CODE, 1860 on the Protection of Personal Data.

The personal data that the LICENSEE provides to the LICENSER will be processed by WEBMEDIA EXPERTS, Phone (0265) 6533599 in order to use them for the maintenance of the business relationship between the LICENSER and the LICENSEE and to inform the latter of future products, that affect the development of the LICENSER

Personal information collected in transactions with the LICENSER may also be stored and processed in the India and if transferred to partners, in the countries where WEBMEDIA EXPERTS Software partners operate. We also urge you and it is your responsibility to send your database on our Official Email id [data@sweedu.com](mailto:data@sweedu.com) for data safety purpose and not to provide it to the person who comes with pendrive or other storage medium.

The personal data you are providing, with your permission, may occasionally be used to send you product surveys or promotional mailings to inform you of other products or services available from WEBMEDIA EXPERTS and /or share your personal information with WEBMEDIA EXPERTS Partners, so they may send you information about their products and services. You can opt-out from receiving newsletters, promotional e-mail anytime, transferring your data to WEBMEDIA EXPERTS Partners or any other contact method by using the following email address: [info@sweedu.com](mailto:info@sweedu.com).

If the LICENSEE wishes to exercise his/her access, rectification, cancellation and opposition rights, he/she will have to contact in writing or Email(Registered) the LICENSER at the above mentioned address enclosing his/her identity card, or passport or other valid personal identification document or using this e-mail account: [info@sweedu.com](mailto:info@sweedu.com)

To know more about our privacy policy, you may visit <http://sweedu.com/policy>

## 9. Guarantee

9.1. The LICENSER guarantees, for a period of Forty-Five (45) days, or where appropriate for the minimum legal period established by the imperative regulations applicable in each case, that each Product shall



Perform substantially in accordance with its User Manual, as long as it is used in accordance with the technical and operational specifications of said User Manual.

- 9.2. The SOFTWARE is delivered on an “AS IS” basis. LICENSER does not guarantee that the Product will operate without interruption or that it will meet the LICENSEE’s expectations or commercial necessities. If the Product contains errors, the LICENSER will act in accordance with the provisions of the legislation applicable at each moment.
- 9.3. The previous guarantee will not be applicable in the following cases:
- When the product/s has/have not been used according to the instructions specified in the User Manual.
  - When the initial configuration, requirements or specifications that appear in the User Manual have been modified.
  - When the LICENSEE’s equipment or main accessories do not work properly due to causes that cannot be attributed to the LICENSER.
  - When the SOFTWARE PRODUCTS have been damaged, whatever the cause, by the LICENSEE’s software or hardware.
- 9.4. The LICENSER expressly states, and the LICENSEE accepts, that he/she will not assume any responsibility or obligation other than those specifically described in this Contract, those that may apply according to the legislation that is of imperative application, or those that may have been agreed upon expressly and individually with each LICENSEE.

## 10. Limitation of liability.

- 10.1. Both parties agree and state that in no case the LICENSER nor any of the members of his/her business group, agents, employees or independent personnel will be held, nor be expected to be held, liable before the LICENSEE for:
- Loss of benefits, income or clients, loss or waste of the organization time of other employees (whether directly or indirectly);
  - Loss or destruction of data (whether directly or indirectly);
  - Any indirect, special, incidental or general loss or damage, no matter how it is caused, even if the provider has been informed of the loss or damage risk and even if the LICENSER or the LICENSEE has been informed of the possibility of such loss or damage, whether it is due to negligence, a minor fault, breach of contract or anything else.
  - The LICENSER will not be held liable for any defect, anomaly or error in the SWEEDU product operation.
  - We will be not responsible in case of data Un-balancing or wrong accounting due to un-proper data entry by school administration.
- 10.2. The terms of this Contract include the totality of the obligations and responsibilities of the LICENSER regarding the licensed Product, the documents related thereof and the Service provided. Therefore, the terms stated in this contract replace any other guarantee, condition, term, agreement and obligation, either express or implicit, imposed by law, by consensus, by habit, commercial custom or in any other way and especially, the guarantees of quality and adaptation to a specific purpose, of diligence and/or reasonable ability, all of which are expressly excluded insofar as it is permitted by the applicable





Imperative law.

- 10.3. Subject to what is stated previously, both parties expressly agree to establish the maximum liability limit of the LICENSER derived from this contract or in relation therewith, for any concepts, whether it is contractual or non-contractual fault, negligence or punitive compensations or of any other nature, at an amount equal to the sum received by the LICENSER from the LICENSEE derived from the purchase of the corresponding License/s object of the complaint.

## **11. Conflict resolution.**

- 11.1. The present contract and the rights and obligations deriving there from will be governed by the provisions of the Indian Laws in force at the acceptance of the present document.
- 11.2. Any dispute, conflict and/or discrepancy that may arise or related in some way to the present Contract will be exclusively resolved by the Jurisdiction of the court in India for any kind of arbitration or dispute regarding this Agreement. Both parties expressly renounce to their own Jurisdiction.

The LICENSER and the LICENSEE expressly accept this clause and agree to submit to the court and to comply entirely with the provisions of the decision putting an end to the conflict.

## **12. Language**

The parties hereto confirm that it is their wish that these Conditions as well as other documents relating here to have been and shall be drawn up in English only. This English version shall be valid and enforceable between the parties and both of them understand entirely any and all of its clauses.

## **13. Miscellaneous.**

- 13.1. Likewise, both parties agree that, in case any clause and/or mention of this agreement was declared null or annulable by a competent person or entity to do so in accordance with the applicable legislation in force at each moment, and as long as these clauses are not of an essential nature for the present agreement, the rest of the clauses and provisions of the present agreement will remain in force and will be applicable in the terms established in this agreement.
- 13.2. This EULA (including any addendum or amendment to this EULA included with the online school management panel or application) is the final, complete and exclusive statement of the entire agreement between the LICENSEE and the LICENSER relating to the online school management panel or application. This EULA supersedes any prior and contemporaneous pro-posals, purchase orders, advertisements, and all other communications in relation to the subject matter of this EULA, whether oral or written. No terms or conditions, other than those contained in this EULA, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing executed between the parties, or by other non-oral manner of agreement whereby the parties objectively and definitively act in a manner to be bound. Employees, agents and other representatives of the LICENSER are not permitted to orally modify this EULA. of this document will be incorporated and considered as part of the Agreement.

## **14. Termination**

- 14.1. The LICENSER may terminate this EULA if The LICENSEE fail to comply with the terms and conditions established here under. Upon termination, the LICENSEE or the LICENSEE representative shall destroy all copies of the SOFTWARE PRODUCTS and all of its component parts or otherwise return or dispose of such material in the manner directed by the LICENSER.
- 14.2. The LICENSEE agrees to indemnify, hold harmless, and defend the LICENSER and its suppliers and resellers from and against any and all claims or lawsuits, including attorney's fees, which arise out of or result from your breach of any of the terms and conditions of this EULA.



**15. Use of Customer Name**

Customer agrees that the LICENSER and his authorized Partners may use Customer's name and logo in advertisements, other promotional material and the LICENSER'S website.

END OF TERM AND CONDITIONS - Copyright WEBMEDIA EXPERTS

I accept the Terms & Conditions of SWEEDU (powered by webmedia experts) End User License Agreement

<b>CUSTOMER</b>	<b>SWEEDU (Powered By Webmedia Experts)</b>
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Date	_____ Date
<b>Customer's mailing address:</b>	<b>SWEEDU mailing address:</b> 406-Lotus PLAZA, Near Vishranti Heritage Bunglow, Opp. Yash Complex, Gotri, Vadodara, Gujarat 390 021, India