Last Update, 5th September 2025

SCHOOL PORTAL SOFTWARE CONTRACT

This Agreement is made on this _____ day of _____**, 20**____, by and between:

EMNOVA PORTAL LIMITED, a company duly incorporated under the laws of the Federal Republic of Nigeria with RC No. __ 8648084_ and having its registered office at ___No 101 Isoko Road Ughelli, Delta State__ (hereinafter referred to as the "Provider"),

AND
_____ **School**, a duly registered educational institution with its address at

_____ (hereinafter referred to as the "Client").

Together referred to as "the Parties."

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1. Purpose of Agreement

The Provider agrees to grant the Client access to use the **EMNOVA School Portal Software**, a cloud-based portal solution designed for primary and secondary schools, for managing academic, result, administrative, and communication activities.

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2. Scope of Services

The Provider shall:

1. Provide the Client with login access to the EMNOVA School Portal.

   Enable modules including:

   - Session creation and modification
   - Student registration and record management
   - Automated result computation
   - Grading systems, comp ratio, and score scale customization
   - Broadsheet viewing
   - Score entry, upload, and modification
   - Bulk student and staff upload
   - Staff account management
   - Pin generation and management
   - Result sheet generation

- Ongoing user support

2. Offer user support and guidance as outlined in this Agreement.

3. Term

This Agreement shall commence on the Effective Date and remain in force for an initial period of using EMNOVA Portal Software, renewable upon mutual agreement.

4. Fees & Payment Terms

1. The Client shall pay a termly **subscription fee of ₦_333.33_Per Child.**
2. **Onetime** Setup Fee of **₦20,000.**
3. Certificate Classes are not excluded from paying for the 1st, 2nd and 3rd Terms.
4. Payments shall be made to the Provider's designated bank account within _3Days__ days of invoice.
5. School Website will be built for the said school at no extra cost including renewal of the website as long as the school keeps up with their subscription fee.

5. Intellectual Property Rights

1. The provider, including all source code, frameworks, and intellectual property, remains the sole property of the Provider.
2. The Client is granted a limited, non-exclusive, non-transferable license to use the portal during the term of this Agreement.

6. Confidentiality & Data Protection

1. Both parties agree to maintain confidentiality of all student, staff, and institutional data accessed or processed on the portal.

7. Data Retention & Deletion

1. Graduated students' data will remain in the system for a maximum of **five (5) years** after graduation.

8. Responsibilities of the Client

The Client shall:

1. Provide accurate data for uploading to the system upon setup as some data will not be modifiable after first term usage.
2. Ensure that staff and students are properly trained to use the portal as EMNOVA will provide you with means to aid your training (Video/Live Session)
3. Promptly settle all agreed fees.
4. Be responsible for internet access and devices used to access the portal.

9. Technical Support

The Provider shall provide technical support via email, phone, or portal helpdesk during business hours: Monday to Friday, 9:00am – 5:00pm (excluding public holidays).

9. Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided
by the client to the provider with respect to the website shall remain the sole and exclusive property of the provider. The provider shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

10. Opt-Out Resolution & Data Access

If client decides to opt-out of the portal, it means same for the website therefore:

1. The Client access to the portal will be suspended temporarily.
2. Results for paid sessions will remain **actively available on the portal for a period of five (5) years**.
3. After this period, the results will be permanently removed from the portal and will no longer be accessible.

11. Refund Policy

1. The Provider maintains a **no-cash-refund policy once payment has been made**.
2. However, the Client is encouraged to **test-run/demo the system** prior to onboarding students to ensure suitability.

12. Service Availability & Uptime

1. The Provider shall make reasonable efforts to ensure that the portal is available at least **95% of the time** during each calendar month, excluding:
    - Scheduled maintenance (with prior notice where possible).
    - Emergency maintenance required to protect system integrity.
    - Downtime caused by internet service providers, power failures, or circumstances beyond the Provider's control.
2. The Provider shall use commercially reasonable efforts to resolve technical issues promptly once reported by the Client.
3. No service credit or refund will be due for downtime, but extended or repeated outages will be addressed through corrective action and technical support.

13. Termination

1. Either party may terminate this Agreement.
2. The Provider reserves the right to suspend or terminate access to the portal if the Client defaults in payment

14. Limitation of Liability

The Provider shall not be liable for indirect, incidental, or consequential damages arising from the use of the portal. The Provider's total liability shall not exceed the fees paid by the Client for the period under dispute.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

16. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings regarding the portal.

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

For **EMNOVA PORTAL LIMITED**

Signature/Stamp & Date: _____

For _____

Signature/Stamp & Date: _____