

# MASTER SOFTWARE LICENSE, DATA PRIVACY & BILLING POLICY

**Product:** "School" ERP (school.modernisum.com) | **Parent Entity:** Modernisum (modernisum.com) | **Founder & Architect:** Shivank Kumar | **Regd. Office:** Near Water Tank, Vill. Dayalpur, Parikshitgarh, Meerut, UP – 250406



**STATUTORY PREAMBLE & ELECTRONIC BINDING NOTICE:** This Master Software License, Data Privacy, and Subscription Policy ("Agreement") is a legally binding electronic contract under **Section 10A of the Information Technology Act, 2000**, the **Digital Personal Data Protection (DPDP) Act, 2023**, and the **Indian Contract Act, 1872**, executed between **Modernisum Technologies**, represented by its Founder & Lead Architect **Mr. Shivank Kumar**, having its registered office at **Near Water Tank, Village Dayalpur, Parikshitgarh, Meerut, Uttar Pradesh – 250406** ("Licensor"), and the onboarding educational institution ("School" or "Data Fiduciary").

## 1. BRAND PHILOSOPHY & ZERO-KNOWLEDGE ARCHITECTURAL MODEL

**Modernisum Technologies** (derived from "Modern" [Adhunik] + "Isum" [Unique]) builds friction-eliminating enterprise software. Unlike centralized cloud ERPs that hoard sensitive student records on vendor servers, the **"School" ERP Suite** (school.modernisum.com) operates on a strict **Local-First, Zero-Knowledge, Zero-Ad Architecture**. Modernisum acts solely as a software tool creator and encrypted transit facilitator, holding 0% possession of or visibility into the School's student or staff database.

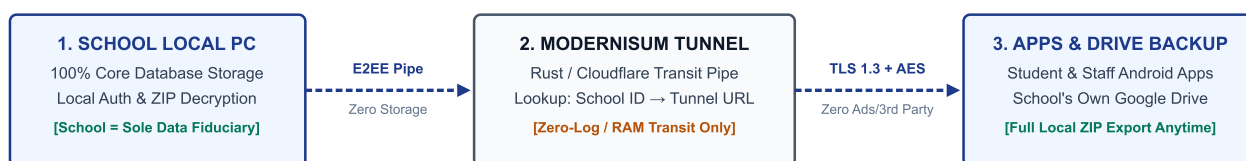


**Figure 1.1:** Modernisum Zero-Knowledge Flow — No student PII is ever stored on Modernisum servers or shared with third parties.

## 2. TECHNICAL DATA HANDLING & ZERO-THIRD-PARTY COMMITMENT

- **100% On-Premise Core Database:** All student, academic, attendance, HR, and fee records reside exclusively on the Principal's/Administrator's local desktop computer within the School premises. Modernisum is legally and technically bound never to store student PII on its servers.
- **Public Directory Metadata Only (Firebase):** Modernisum's central Firebase directory stores *only public marketing banner details* that the School voluntarily makes public (School Public Name, Banner, School ID Code, and active Tunnel Endpoint URL).
- **End-to-End Encrypted (E2EE) Tunnel Pipe:** Android apps (Student & Employee) connect to the School's desktop via a custom Rust / Cloudflare E2EE tunnel. After the user inputs the permanent School ID, authentication and API responses occur directly between the School's desktop and the mobile app. The tunnel remains strictly encrypted unless a high-level statutory government/court interception warrant is served upon the School.
- **Zero Ads & Zero Third-Party Data Monetization:** Modernisum's business model is 100% software subscription-based. We never display advertisements, embed third-party ad trackers, or sell/transfer any institutional or student data to third parties.

### 3. DATA ALLOCATION, ROLES & STATUTORY COMPLIANCE MATRIX

In full compliance with the **Digital Personal Data Protection Act, 2023 (DPDP Act)** and **IT Act, 2000**, the matrix below establishes the exact boundary of control between the Onboarding School and Modernisum Technologies:

| DATA CATEGORY                                                                          | PHYSICAL STORAGE LOCATION                                                        | ENCRYPTION & ACCESS CONTROL                        | LEGAL ROLE & LIABILITY                                                        |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------|
| <b>Student &amp; Minor PII</b><br>(Names, DOB, Under-13 Data, Marks, Attendance, Fees) | 100% on School's Local Desktop Computer (SQLite/PostgreSQL)                      | Local OS Access + E2EE during Mobile App Transit   | <b>School = Sole Data Fiduciary</b><br>(Modernisum has 0% access/liability)   |
| <b>Employee &amp; Staff Data</b><br>(Payroll, Attendance, Profiles, Login Credentials) | 100% on School's Local Desktop Computer                                          | Salted Password Hashes + Local Admin Control       | <b>School = Sole Data Fiduciary</b><br>(Managed solely by School Principal)   |
| <b>Disaster Recovery Backups</b><br>(Hourly Snapshots & Cloud Sync)                    | Local PC Partition + <b>School's Own Google Drive</b> (Decrypted ZIP Exportable) | Client-Side AES-256 Encryption + School Master Key | <b>School = Sole Custodian</b><br>(Modernisum never holds Master Key)         |
| <b>Public School Metadata</b><br>(School ID, Public Banner, Tunnel URL, Active Count)  | Modernisum Lookup Directory (Firebase Cloud)                                     | TLS 1.3 Secured Public Directory & Billing Counter | <b>Modernisum = Routing Provider</b><br>(Contains zero personal student data) |

### 4. PROTECTION OF MINORS' DATA (<13 / <18 YRS) & PARENTAL CONSENT MANDATE

- **Exclusive Responsibility of School for Parental Permission:** Under Section 9 of the DPDP Act, 2023, the School is the sole **"Data Fiduciary"**. Because the School collects student details at admission and stores them on its own local desktop computer, **obtaining verifiable written or digital permission/consent from the parents or lawful guardians of all students (especially children below 13 and 18 years of age) is 100% the mandatory legal responsibility of the School.**
- **Developer Indemnification on Consent:** Modernisum Technologies is strictly bound not to store any student data and relies entirely on the School's affirmative warranty that parental permission has been lawfully recorded prior to adding any child into the desktop software or issuing mobile login credentials.
- **High-Level Government Lawful Interception:** Modernisum maintains strict End-to-End Encryption across its tunnel at all times. Modernisum cannot decrypt transit payloads. Only upon presentation of a valid, high-level statutory order from a competent Government Authority or Court of Law under Section 69 of the IT Act, 2000 shall routing metadata be shared, while decrypted database inspection must be fulfilled directly by the School Principal from their local desktop.

### 5. DISASTER RECOVERY, HOURLY BACKUPS & FULL LOCAL ZIP PORTABILITY

**CLIENT-SIDE BACKUP, MASTER KEY CUSTODY & ZERO DATA LOCK-IN GUARANTEE:**

1. **Hourly Automated Snapshots & Google Drive Sync:** To protect against accidental deletion, OS reset, or hardware failure, the software creates hourly local snapshots and syncs an AES-256 encrypted backup directly to the **School's own Google Drive account** via OAuth Refresh Tokens.
2. **Master Recovery Key Custody:** A unique 16-digit cryptographic **Master Recovery Key** is generated locally on the School's computer during setup. Modernisum **DOES NOT** store this key on its servers. The School Principal must safeguard a printed copy of this key.
3. **Unconditional Local ZIP Export (Zero Vendor Lock-In):** The School is **never forcibly bound** to Modernisum's services. At any time—even if subscription billing expires—the School Admin can decrypt its local database and backup resources on its local PC and download/export them inside a standard **decrypted ZIP**

## 6. TRANSPARENT FLAT-RATE SUBSCRIPTION, 25% ANNUAL DISCOUNT & RAZORPAY BILLING

Modernisum Technologies operates a 100% transparent, equal-access B2B pricing model in Indian Rupees (INR), where every School receives identical features and continuous updates without hidden tiers or ad monetization:

| BILLING PARAMETER                    | OFFICIAL COMMERCIAL POLICY                                                          | OPERATIONAL RULE & LEGAL TREATMENT                                                                                                            |
|--------------------------------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Flat Per-Student Rate                | ₹20 / Active Regular Student / Month<br>(100 Students = ₹2,000/mo; 200 = ₹4,000/mo) | Billed strictly on currently enrolled <b>ACTIVE REGULAR</b> students. Transferred (TC), dropped, or Alumni students incur ₹0 charge.          |
| Prepaid Cycles & 25% Annual Discount | Quarterly Advance (0% Discount)<br>Annual Upfront (Flat 25% OFF)                    | Strictly prepaid (no postpaid). Billing date starts on actual Payment Success Date after the 7-to-30 day free evaluation trial.               |
| Razorpay & UPI AutoPay Mandate       | Razorpay Gateway + OTP/UPI AutoPay<br>(0% GST — MSME Threshold Exempt)              | Next quarter renews automatically via RBI-compliant UPI AutoPay mandate. Once Payment Success Token is issued, Modernisum guarantees credit.  |
| Google Gemini AI (BYOK) & Hardware   | ₹0 Platform Markup on AI / Cloud<br>(Optional Hardware Billed at Unit Cost)         | Schools integrate their own Google Gemini API key (utilizing Google's 15 RPM free tier via low-token logic) and Google Cloud backup directly. |

## 7. 7–15 DAY GRACE PERIOD, NON-DISRUPTIVE READ PAUSE & STRICT NO-REFUND RULE

- 7-to-15 Day Payment Window & Non-Blocking Local Write Access:** Following trial expiry or cycle completion, the School receives a 7-to-15 calendar day payment window with advance alerts. If unpaid past 15 days, Modernisum **never blocks local academic work or local database write operations**. Only external/read modules—specifically **Student/Employee Mobile App tunnel visibility, Employee App sync, and Advanced Read Analytics**—are paused until renewal.
- Unconditional Decrypted Local ZIP Export:** Even during payment pause or cancellation, the School is never locked out of its data and may decrypt and export 100% of its database and resources into a local **ZIP archive** on its local server at any time.
- Strict No-Refund Policy (Post-Trial & Mid-Quarter):** Because a free trial is provided prior to purchase, all subscription payments are **100% Non-Refundable**. If a School deletes its account or discontinues software usage mid-quarter (e.g., after 1 or 2 months), no full or partial refund is issued.
- Zero Parent/Staff Fee & Equal Feature Parity:** Modernisum never charges Parents, Students, or Staff any platform fee, never runs ads, and provides all core software updates equally to every School.

## 8. LIMITATION OF LIABILITY, INDEMNIFICATION & MEERUT JURISDICTION

- "AS-IS" Tool & Third-Party API Disclaimer:** Modernisum is not liable for local PC failures, power/internet outages, or Google LLC's changes to Gemini API free-tier limits (15 RPM). Gateway failures prior to settlement carry zero liability for the School; captured payments with a valid Razorpay Success Token are 100% guaranteed by Modernisum.
- Financial Liability Cap:** Total cumulative liability of Modernisum Technologies or Mr. Shivank Kumar for any proven claim shall never exceed the **actual subscription fee paid by the School for the immediately preceding 1 (One) month**.
- Grievance Redressal Officer (IT Rules & DPDP Compliance):** Name: **Mr. Shivank Kumar** | Designation: Founder & Grievance Officer, Modernisum Technologies | Address: Near Water Tank, Village Dayalpur, Parikshitgarh, Meerut, Uttar Pradesh – 250406 | Official Email: [contact@modernisum.com](mailto:contact@modernisum.com).
- Exclusive Jurisdiction of Meerut Courts:** Any legal or billing dispute arising anywhere in India shall be subject to the **exclusive jurisdiction of the competent Courts at Meerut, Uttar Pradesh**.

## 9. WEBSITE (SCHOOL.MODERNISUM.COM) & INSTALLER CLICK-WRAP SCRIPT

Copy and embed the exact checkbox script below onto the download/registration screen of school.modernisum.com and your desktop installer to form a legally binding contract under **Section 10A of the IT Act, 2000**:

```
[CLICK-WRAP CHECKBOX SCRIPT FOR SCHOOL.MODERNISUM.COM & DESKTOP APP] [ ✓ ] I, as the Principal / Authorized Signatory of the registering School, have read and agree to the Modernisum Technologies (MSME: UDYAM-UP-56-0049848) Master Software License, Data Privacy, and Subscription Policy. I explicitly confirm and agree that: 1. Our School is the sole "Data Fiduciary" under the DPDP Act 2023; 100% of student/staff data resides on our School's local PC, and obtaining parental permission for all students (including children under 13/18 years) is strictly our School's responsibility; 2. Pricing is fixed at ₹20/Active Regular Student/Month (Quarterly Prepaid or 25% OFF on Annual Upfront via Razorpay/UPI AutoPay, 0% GST) with equal features for all schools, zero ads, and Strict No-Refund after trial; 3. After a 7-15 day grace period, only mobile app visibility & read analytics pause—our academic work and local write access are never blocked, and we can export our decrypted database as a local ZIP file anytime; 4. Google Gemini AI & Cloud Backups use our School's own API keys (BYOK), and all disputes are subject exclusively to the Courts of Meerut, Uttar Pradesh. (Button disabled until ticked: [ Accept Agreement & Start Free Trial ]) [FIREBASE AUDIT LOG JSON TO RECORD UPON CLICK-WRAP ACCEPTANCE] { "licensor": "Modernisum Technologies (UDYAM-UP-56-0049848)", "product_domain": "school.modernisum.com", "school_id": "SCH_ID_AUTO", "authorized_email": "principal@school.edu.in", "policy_version": "v2026.3-MODERNISUM-FINAL", "clickwrap_accepted": true, "accepted_timestamp_iso": "2026-10-17T17:19:00+05:30", "client_ip_address": "Captured_Public_IP", "desktop_hardware_uuid": "SHA256_MACHINE_HASH" }
```

## 10. SUMMARY OF LEGAL PROTECTIONS BUILT INTO YOUR SOFTWARE

|                                                                                                                                                                                                                                            |                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Zero-Ransom / Non-Coercive Pause</b><br>By pausing only software Read/Write & Tunnel while allowing local decrypted ZIP downloads during non-payment, no school can ever accuse Modernisum of data extortion or illegal withholding. | <b>2. 100% Parental Consent Shift</b><br>Clause 4 legally binds the School Principal to collect parental consent on admission forms, shielding Shivank Kumar & Modernisum from Section 9 DPDP Act minor-data penalties. |
| <b>3. Statutory GST Exemption Clarity</b><br>Clause 6 formally cites your MSME registration and CGST threshold exemption so school auditors accept your invoices without demanding a 15-digit GSTIN.                                       | <b>4. Home-Court Protection (Meerut)</b><br>Clause 8 locks exclusive legal jurisdiction to Meerut, UP (Pin: 250406), ensuring remote schools from Chennai or elsewhere cannot drag you to out-of-state courts.          |

## 11. OFFICIAL EXECUTION & INSTITUTIONAL SIGN-OFF BLOCK

|                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                           |
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| <b>FOR LICENSOR (TECHNOLOGY PROVIDER):</b><br><br>Entity: <b>Modernisum Technologies</b><br>MSME Reg. No.: <b>UDYAM-UP-56-0049848</b><br>Authorized By: <b>Mr. Shivank Kumar</b> (Founder)<br>Address: Near Water Tank, Vill. Dayalpur, Parikshitgarh, Meerut, UP – 250406<br>Web / Mail: modernisum.com   contact@modernisum.com | <b>FOR LICENSEE (ONBOARDING SCHOOL):</b><br><br>Institution Name: _____<br>Principal / Authorized Signatory: _____<br>School ID & City: _____<br>Acceptance Mode: Digital Click-Wrap / Stamp<br>Date & Recorded IP: _____ |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|