Master Subscription Agreement

Service Provider Name: Almashines Technologies Pvt. Ltd [Almashines]

Service Provider Correspondence Address: B-606, Gopal Palace, Nehru Nagar, Ahmedabad 380015

Institute Name: Manipal University, Jaipur [Institute]

Institute Address: Jaipur-Ajmer Express Highway, Dehmi Kalan, Near GVK Toll Plaza, Jaipur, Rajasthan 303007

Date of Agreement: 19 February 2019

Duration of Agreement: 3 Years

This Master Subscription Agreement ("Agreement") is made and entered into as of 19 February 2019 (the "Effective Date"), by and between Almashines Technologies Pvt. Ltd. ("AlmaShines"), an Indian Company, with office at Ahmedabad, Manipal University Jaipur ("Institute"), a premium University located in Jaipur.

WHEREAS Almashines, is an organization offering services in the form of an online platform for educational institutions to help them connect and engage their alumni.

AND Manipal University Jaipur is an elite university known for offering quality education in multiple streams

1. Services and Support

1.1 <u>Provision of Services.</u> Subject to the terms and conditions of this Agreement, Almashines is bound to provide Institute, with the following set of services:

i) Provide a dedicated platform, Web Based to the institute authorities for facilitating interaction with the alumni and students, primarily.

ii) Provide Technical maintenance and knowledge support to the Institute authorities to ensure the proper usability and functionality of the services provided by Almashines.

iii) Provide with a Monthly/Quarterly Report to describe the progress and growth of the community.

iv) Provide all the features and services listed in 'Proposal of Association' as mentioned in Annexure III.

v) Collect the funds and payments on behalf of the institute, for Event Registration, Alumni Membership or any other transactions, as per the terms mentioned in 'Annexure II'.

During the term of this Agreement, Almashines may make enhancements to the Products and the Services and Institute agrees to use the enhanced versions of the Products and the Services.

1.2 <u>Support Services.</u> AlmaShines shall provide technical and knowledge support services against all the requests made via the appointed account manager or <u>clients@almashines.com.</u> The turn around time for any of these requests shall not exceed 16 Business Hours.

1.3 <u>Rights for Use of User Data / Institute Representations and Warranties.</u> The User Data, i.e. the information about the members of the community remains the property of the institute. Data shared at the time of set-up is stored on the servers of Almashines and hence, Almashines shall

take all security measures necessary to meet the industry standards in this context. Institute must have the right to extract the user data. AlmaShines shall commit that the user data shall be managed and handled carefully and shall not be shared with any third party.

1.4 <u>Security.</u> Almashines shall provide for the security of the data, created or consumed by all the users. Almashines shall also ensure, that the user data shall not be leaked to any third party. Institute also understands the importance of maintaining the privacy of user data, hence they shall as well take the necessary measures to protect the same.

2. Payment of Fees

2.1 <u>Fees.</u> The fees shall be paid as per Annexure 1. All the payments shall be done in favour of 'AlmaShines Technologies Pvt. Ltd.' Via Cheque or NEFT/RTGS.

2.2 <u>Paid Customizations</u>: Additional customization fees shall be charged for the on-demand customizations

2.3 <u>Inflation Adjustment Rate</u>: A revision of upto 10% can be made in the annual subscription fees annually, 2nd year onwards in order to match the national inflation rate.

3. Term and Termination

3.1 <u>Term.</u> Unless terminated earlier in accordance with section 3.2, the term of this Agreement will be 3 years, subject to periodic renewal.

3.2 <u>Termination.</u> This Agreement may be terminated as follows:

(i) Institute may terminate this Agreement at any time by notifying Almashines in writing stating a reasonable cause for such early termination by giving a notice of atleast 1month and paying all undisputed fees for the Services for the remainder of the then-current term.
 (ii) Either party may terminate this Agreement immediately by written notice if the other party materially breaches this Agreement and fails to cure its breach after receipt of written notice within (a) 15 days in the case of non-payment of any fees, or (b) 30 days in the case of all other breaches.
(iii) Either party may terminate this Agreement immediately by written notice of the other party

(a) becomes insolvent, (b) makes an assignment for the benefit of creditors, (c) files or has filed against it a petition in bankruptcy or seeking reorganization, (d) has a receiver appointed, or (c) institutes a proceeding for liquidation or winding up. In the case of involuntary proceedings, a party will only be in breach if the applicable petition or proceeding has not been dismissed within 90 days.

3.3 <u>Effect of Termination.</u> Within 7 days of expiration or earlier termination of this Agreement as per 3.2 , Institute shall pay to Almashines all undisputed fees for the Services up to and including the date of termination.

4. Proprietary Rights

4.1 <u>Almashines's Proprietary Rights.</u> Exclusive of Institute Information, Almashines (or its third-party licensors, if applicable) will retain all rights, title, and interest in and to the Product, Services, and the Almashines Information and all legally protectable elements or derivative works thereof. Almashines may place copyright and/or proprietary notices, including hypertext links, within the Services. Institute may not alter or remove these notices without Almashines's written permission. All the registered users will agree to the 'Terms and Conditions' put by AlmaShines on the platform at the time of registration. Institute also acknowledges that the product is the property of AlmaShines and is being liscenced by the institute for the term of this agreement, hence it permits AlmaShines to take the credit of the same, by placing their logo/name within the services. AlmaShines holds the right to project Scindia Old Boy's Association, Gwalior on all it's media

4.2 Institute may not have the right to, and agrees not to, attempt to restrain Almashines from using any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for other clients.

4.3 <u>Institute's Proprietary Rights.</u> Institute will retain all rights, title and interest in and to the legally protectable elements of Institute Information and derivative works thereof.

The Agreement that is being signed, supersedes all other commitments, negotiations and terms, that have been discussed or agreed beyond this agreement.

Almashines Technologies Pvt. Ltd.   Manipal University Jaipur

By_____   By _____

Name _____   Name _____

Title _____   Title _____

Date _____   Date _____

Annexure I
Pricing & Payments

	Initial Pricing	Discount Pricing
Platform Setup & Configuration (For All Schools)	~~INR 45,000~~	INR 70,000/Year
Annual Subscription Fees (Upto 8000 registered alumni) + Advanced Engagement Modules +Data Enhancement Services + Alumni Expert Services	~~INR 30,000/Year~~ ~~+INR 10,000/Year~~ ~~+INR 10,000/Year~~ ~~+INR 14,000/Year~~	

All Prices are Exclusive of Govt. Taxes

Alumni Platform Subscription Includes:
- i) Processing of Digital Database
- ii) Building the Alumni Community on Platform
- iii) Training to Institute Admins
- iv) Cloud Hosting of Alumni Platform
- v) 50,000 Email Credits
- vi) 'AlmaShines Alumni App', on Android & iOS
- vii) Maintenance and Security of Alumni Platform
- viii) Regular Knowledge Support for Alumni Activities and Campaigns
- ix) Integrated Payment Gateway

Payment Terms:
- 50% of annual subscription fees is payable in advance at the time of signing of the agreement.
- 50% of Annual Subscription Fees shall be paid as the platform goes live.
- Year 2 Onwards, Annual Subscription Fees is payable in the beginning of the year.
- All the payments are to be made in favour of 'AlmaShines Technologies Pvt. Ltd.'
- Company Account Details

Account No.- 1212118552
Bank Name- Kotak Mahindra Bank
Branch- Satellite
IFSC - KKBK0000810

Account Name- ALMASHINES
TECHNOLOGIES PRIVATE LIMITED
Account Type- Current Account

Annexure II

Payment Gateway Terms

AlmaShines uses an integrated Third Party Payment Gateway, provided by 'Razorpay', in order to facilitate the collection of funds for the institutions in a hassle free manner. The primary terms of the Payment Gateway are :

a) **A transaction fees, of 3% on national transactions & 4.5% on international transactions** shall be charged.

b) The payments shall be transferred directly to the Bank Accounts of the Institution **within 4 Working Days.**

c) **Authenticity and Due Diligence** of Integrated Payment Gateway shall be the responsibility of AlmaShines

d) A institute shall be notified via the registered email id about the payments and transfers made

e) All the queries regarding discrepancies shall be reported to AlmaShines by sending a mail to clients@almashines.com

AlmaShines
www.almashines.com

Correspondence Address:
 B-606, Gopal Palace, Nehru Nagar,
 Ahmedabad 380015
Phone No.: +91 7874971637

Annexure III

<u>Features of Alumni Platform</u>

E-Publishing : This is one of the most unique features in the world. It is a media publishing platform, where any media or content related to the institute can be shared, by the institutes themselves. This media is sharable on social networks and holds tremendous potential to engage the long lost alumni and provide a strong digital presence to the institutions. Our expert team works closely to assist institutes in creating the content.

Admin Area: This is an automatic administrator tool to ease alumni management and let institute experience the power of rich alumni network. The administrators of the platform (Administrators are the Heads of Institute or Executives of Alumni Association) will be having following controls in the platform:

a) Monitor all the activities by the members of College community on the platform
b) Automatically update Alumni Database, by fetching updates from existing social media accounts of the alumni
c) Broadcasting information to all the members of the community
d) Rights to restrict approve or disapprove members or content in the platform.
e) Send personalized bulk mails to thousands of alumni, in just few clicks.

Job Portal: The portal is designed to analyse the relevant job vacancies in the organizations, worldwide, and seek referrals from the alumni working in the respective organizations for potential students/job seekers. This process is totally automated and does not require any moderation or human interference and is also simple to use by the alumni.

Automated Mailing: We have developed a very powerful mailing tool with which the institutes can send personalized bulk mails, eliminate the inactive email ids and keep a track of mails that are opened as well as the click rate of the links in the mail.

Alumni Directory: AlmaShines platform offers a powerful tool to search the alumni based on various filters, like City they live in, Company they worked at, Courses they studied and Year they graduated in and extract the filtered list in the format of Excel.

Peer-to-Peer Invite: On AlmaShines, users can invite their friends and classmates with a click. The users can send invitations via Facebook, E-mail or even Whatsapp. With this, we intend to provide an ease to our user in spreading the word for the Alumni Network and add prosperity to the network.

Secure Encrypted Database: All the database provided to AlmaShines by the Institute are stored in an encrypted format, which means it makes the data humanly inaccessible and can only be accessed by the administrator by using the security key.

Alumni Groups: The target based alumni groups allow contextual interaction among the alumni and ensuring great participation and engagement of alumni on the platform.

Events Planning & Ticketing: This feature helps the institute to plan and organize college as well as alumni events, It will facilitate the college in inviting alumni, involving them in discussions, knowing their preferences, taking their RSVPs or even getting them registered and more, all with just a few clicks. Also, for the paid events, platform has an integrated payment gateway, that allows the institute to offer online registration.

Alumni Authentication: Membership of a particular college alumni association is strictly restricted to the alumni of the respective college in order to ensure privacy and exclusivity. For the purpose, we have built up an extremely robust and unique authentication protocol which can automatically authenticate the users who are registering themselves as the alumni.

Absolute Responsive Interface: Most of the people are currently willing to access the websites on their phones or tablets, but most of the websites get distorted or take an unorganized look when accessed through phone or tablet.

With our ultra-modern technology, we have made our platform absolutely responsive, which means, the alumni get the same amazing experience on all the devices i.e. on Desktop, Tablet and Phone.

Integrated with Social Media Channels: The platform is integrated with all the social media platforms, which allows institutions to manage all social media channels via a single point