

Master Subscription Agreement

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

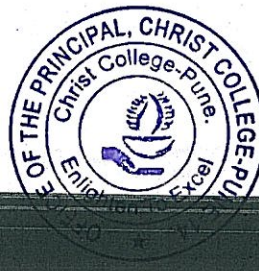
Service Provider Correspondence Address: A-706, Siddhivinayak Tower,
Corporate road, Ahmedabad 380051


Institute Name: Christ college

Institute Address: 26/4 A, Vadgaon Sheri, Off Pune Nagar Road,
Opposite Weikfield IT Park Pune, Maharashtra
INDIA – 411014

Date of Agreement: 16th October 2021

Duration of Agreement: 3 Year




Principal
Carmel Vidya Bhavan Trust's
Christ College, Pune.

This Master Subscription Agreement (“Agreement”) is made and entered into as of 16th October 2021 (the “Effective Date”), by and between Almashines Technologies Pvt. Ltd. (“AlmaShines”), an Indian Company, with office at Ahmedabad, & Christ college is a reputed institute, in Pune . **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 of Christ College .

1. Services and Support

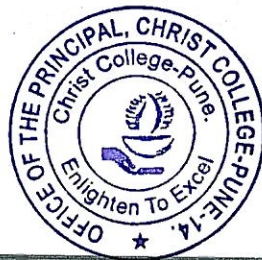
1.1 Provision of Services. Subject to the terms and conditions of this Agreement, Almashines is bound to provide the Institute, with the following set of services:


- 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 II.
- v) Collect the funds and payments on behalf of the institute, for Event Registration, Alumni Membership or any other transactions.

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

1.3 Rights for Use of User Data / Institute Representations and Warranties. 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,




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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 Security. 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 Fees. 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.

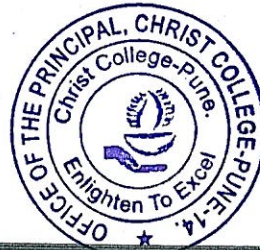
2.2 Renewal Rate: AlmaShines cannot raise the annual subscription fees by more than 8% annually in order to match the national inflation rate


3. Term and Termination

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

3.2 Termination. 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 period upto termination
- (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.
- (ii) 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




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3.3 Effect of Termination. Within 28 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.

3.4. Institute Proprietary Data: On termination of contract, Almashines will handover all the data pertaining to the institute in the format desired by the institute within 28 days from termination of contract. And thereafter, will not use any of institute proprietary data for any of their own purposes.

4. Proprietary Rights

4.1 Almashines's Proprietary Rights. 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 licensed 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.

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 Institute's Proprietary Rights. Institute will retain all rights, title and interest in and to the legally protected elements of Institute data, 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.

Christ College , Pune

By _____

By _____

Name _____

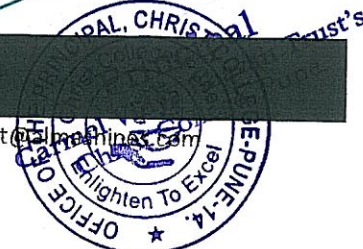
Name DR. FR. SONY. J. CHUNDATTU CMI

Title _____

Title PRINCIPAL

Date _____

Date 26. OCT. 2021



Annexure I

Pricing & Payments

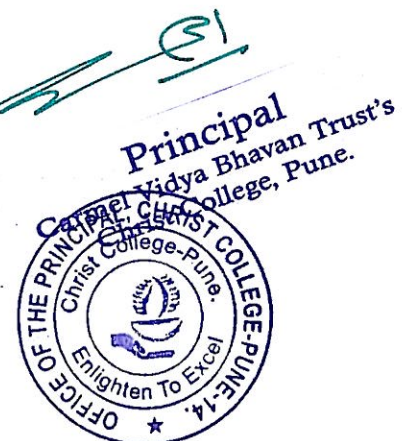
Offerings	Pro Package
Modules	<ul style="list-style-type: none"> ● Directory ● Yearbook ● Event Module ● Blogs&Stories ● Job Module ● Payment Gateway ● Mailing Engine ● Alumni Groups ● Mentorships ● Noticeboard
Unique Features	<ul style="list-style-type: none"> ● Social media Integration ● Automated notification system ● Detailed statistics ● Automated campaigns & Workflow ● Multi- admin management ● Database management system ● Integrated Messaging system ● Dedicated Knowledge Community ● Regular Expert Assistance
Free Email Credits	50000
Support	Customer support Manager
No. of Registered Alumni	3000
Mobile Application	* Almashines Alumni App* on Android & iOS

	Amount in INR
Annual Subscription	37000
Setup fees	20000
Total Subscription fees	57000

The price above is exclusive of GST which is 18%

The Annual Subscription Covers:

- i) Processing of Digital Database
- ii) Building the Alumni Community on Platform
- iii) Online Training to Institute Admins
- iv) Cloud Hosting of Alumni Platform
- v) Maintenance and Security of Alumni Platform
- vi) Regular Knowledge Support for Alumni Activities and Campaigns
- vii) Integrated Payment Gateway



Payment Terms:

- The setup fees has to be paid in the beginning and the Annual subscription has to be paid once the platform is live .
- All the payments are to be made in favour of 'AlmaShines Technologies Pvt. Ltd.'
- The setup fees is one time fee
- Company Account Details

Account No.- 1212118552

Account Name- ALMASHINES

Bank Name- Kotak Mahindra Bank

TECHNOLOGIES PRIVATE LIMITED

Branch- Satellite

Account Type- Current Account

Annexure II Features of Alumni Platform

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.
- 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

