

This Master Subscription Agreement (“Agreement”) is made and entered into as of 22nd July, 2021 (the “Effective Date”), by and between Almashines Technologies Pvt. Ltd. (“AlmaShines”), an Indian Company, with office at Ahmedabad and Parvathaneni Brahmayya Siddhartha college of Arts & Science (“Institute”), an Institute in Vijayawada, Andhra Pradesh 520010.(Location) **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 Parvathaneni Brahmayya Siddhartha college of Arts & Science (Institute), which is an Institute for higher Education and Research

1. Services and Support

1.1 Provision of Services 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.

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 which shall not hamper the functionality and deliverables of the product as per the agreement

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 turnaround time for any of these requests shall not exceed 72 Hours.

1.2. Rights for Use of User Data / Institute Representations and Warranties: The User Data, i.e. the information about the members of the community & the content published by them on the platform remains the joint property of institute & AlmaShines. 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 retrieve & 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, though AlmaShines can conduct various community engagement campaigns without seeking approval of the institute.

1.3. 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. User Liability

On signing for AlmaDirectory, user confirms that he/she is using the product on behalf of a registered alumni body or an institute. User shall have the access to manage the database of users, hence shall take all required data protection measures. If found that the services offered by AlmaShines are being used in any unauthorized manner, AlmaShines holds the authority to discontinue the subscription immediately and the same can referred for prosecution under Indian Penal Code

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.

3.3 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 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.

3.2 Effect of Termination: Within 7 days of expiration or earlier termination of this Agreement as per

3.3. Institute shall pay to Almashines all undisputed fees for the Services up to and including the date of termination.

4. Proprietary Rights

4.1 Almashines's Proprietary Rights: Exclusive of Institute Information, Almashines (or its thirdparty 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.

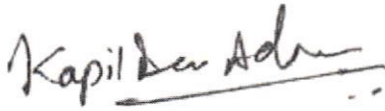
4.2 All the registered users will agree to the 'Terms and Conditions' put by AlmaShines on the platform at the time of registration. Institute also acknowledges that the product is the property of AlmaShines and is being licensed by the institute for the term of this agreement; hence it permits AlmaShines to take the credit of the same, by placing their logo/name within the services. AlmaShines holds the right to project Institute on all its media.

4.3. 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.

4.4 Institute's Proprietary Rights: Institute will retain all rights, title and interest in and to the legally protectable elements of Institute Information and derivative works thereof.

Almashines Technologies Pvt. Ltd.

Parvataneni Brahmayya Siddhartha College of Arts & Science
(Institute)



By
Name Kapil Dev Advani

Title: Director

Date : 20 July 2021



By
Name Dr. M. Damesh 22/7/21

Title Principal

Date 22nd July, 2021.

