



## ONLINE ALUMNI PORTAL SERVICES AGREEMENT

This Online Alumni Portal Services Agreement (“Agreement”), dated 1<sup>st</sup> October 2012, is made and entered into by and between Alma Connect Solutions Pvt. Ltd., (hereinafter the “Service Provider”) a private limited company registered under the Company’s Act, 1956 having its registered office address at [iAccelerator Hall, CIIE, IIM Ahmedabad, New Campus, Vastrapur, Ahmedabad, India] and [Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat, India], an education institution (hereinafter the “Client”).

### 1. SCOPE OF SERVICES

#### 1.1 Statement of Work

- A. The Client hereby appoints the Service Provider who accepts and agrees to provide the Client, professional services towards providing an Official Alumni Networking Portal. The Client accepts that this is on the basis of the website features which already exist and are provided to various universities and institutes and based on the sole discretion of the Service Provider.
- B. Notwithstanding the changes which may be effected by the Service Provider, the Service Provider will at all times provide a minimum functioning official alumni networking portal consisting of:
- (i) Alumni listing and profiles of individual alumni, students and faculty
  - (ii) Pictures, logos and other materials supplied by the Client
  - (iii) Content sharing, news and update features for the Client and the Alumni
- C. The customised features which will be provided by the Service Provider for the alumni portal to the satisfaction of the Client include:
- (i) The Clients co-branded logo, photographs, colour scheme in the visual display of the landing page
  - (ii) The landing page being configured on a sub-domain of almaconnect.com as per the name of the Client
  - (iii) Links with existing Alumni Groups and Links to the Clients website
- D. It is also clarified that the Service Provider, will not engage in any graphic design services but will only modify its own existing template which is owned by it, to insert and display the content which has been provided by the Client. Towards this the Service Provider will be entitled to continue displaying its logo at all webpages pages of almaconnect.

*sl*

*Alma Connect*



**1.2 Change in Scope of Services in a Statement of Work**

The Client may request a change in the Scope of Services which shall be agreed to after discussion and by the mutual consent of both parties.

**2. DUTIES OF THE CLIENT**

**2.1 Provision of Student and Alumni Directory**

A. The Client hereby acknowledges that to build the Alumni Website, the Service Provider will require a directory containing the contact details of Students, Alumni and Faculty which shall be provided by the Client from time to time. These directories should contain the following fields of information and should be sent by email to the Service Provider:

- (i) Name of the Student, Alumni or Faculty
- (ii) Batch and Stream of Study at the Client's University/College/Institute
- (iii) Email Address, Address, Phone Number and other contact details of the Student, Alumni or Faculty

B. The Client acknowledges that this information will only be used by the Service Provider to contact the Student, Alumni or Faculty inviting them to become Users of the Online Alumni Networking Portal, however, the sign-up of the Student, Alumni or Faculty will be as per the Terms of Service and the Privacy Policy entered into between the Student, Alumni or Faculty and the Service Provider independent of this Agreement and as per applicable laws as per data protection and privacy.

C. The Client agrees to submit the Student, Alumni and Faculty directory by email to the Service Provider to enable the Service Provider to operationalise the agreement. It is agreed by the Client that the Service Provider does not have the capability and the recourses to build the Official Online Alumni Portal on the basis of a paper student or alumni directory and will in all cases require an electronic directory to fulfil delivery of the Official Alumni Networking Portal.

**2.2 Provision of Content**

A. The Client also agrees to provide the Service Provider with a nonexclusive, revocable, royalty-free, worldwide license to utilise the following materials towards co-branding of the official Alumni Portal:

- (i) Logo of the Client
- (ii) Name of the Client, if the Client possesses trademark rights over the Name of the Institute/University/College
- (ii) Photographs of the Institute/University/College

*cl*

*Akhandeheral*



**2.3 Costs and Marketing of the Official Alumni Networking Portal**

- A. The Client hereby will allow the Service Provider to make presentations to the incoming batches as well as the graduating batches to familiarise them with the existence and the functionality of the Official Alumni Networking Portal.

The costs for these visits and the presentation will be borne by the Service Provider on its own account.

**3. DUTIES OF THE SERVICE PROVIDER**

**3.1 Service Levels**

- A. The Service Provider will be required to maintain a constant server uptime and the continuous provision of access of the Official Alumni Networking Portal during the existence of this agreement subject to a server uptime of 97.2% whereby the Service Provider may without notice undertake maintenance tasks.
- B. In case of any downtime or any issues affecting data unavailability beyond those mentioned in this clause, they shall be determined as per the Terms and Conditions as well as the Privacy Policy which is entered between the Service Provider and the Users.
- C. The Service Provider may also provide online support and training, site and campus visits to familiarise prospective Students, Alumni and Faculty as to the Online Alumni Networking platform at its own discretion and costs. However, whenever the Service Provider will visit the Campus of the Client's College/University/Institute, it shall be with prior intimation and consent of the Client.
- D. The service provider shall ensure the smooth running of the portal and will try to put in resources to its capacity for developing new features and improvements in existing features that shall make the portal more useful for the client.
- E. The service provider shall make some features as stand-alone features for which the Client could choose not to adopt in their portal. The decision of the Client to opt out of such features would be respected and adhered to. The request for new custom features is entertained by the Service Provider but the development costs, timelines and feasibility are at the sole discretion of the service provider's analysis of the same.

*se*

*Alma Connect*



### **3.2 Data Protection and Disclosure**

- A. The Service Provider hereby undertakes to enter into a Terms of Service Agreement as well as Privacy policy with all the Students, Alumni and Faculty it signs in as users and maintain its legal obligations with respect to them in accordance with applicable laws.
- B. The Service Provider hereby warrants providing data protection to the content which is provided by the Client in accordance with applicable law.

### **3.3 Costs and Marketing of the Official Alumni Networking Portal**

- A. The Service Provider agrees not to bill additional costs beyond the scope of this agreement to the Client. In case of any additional work or functionality which is made available by the Service Provider at its own option, it shall be on its own cost or as per agreement with the Users under the Terms and Conditions entered between them.

## **4. Payment Terms**

- 4.1 A total payment of Rs. 1,00,000 for the period of 5 years will be paid by the institute for the operationalisation of the Official Alumni Networking Portal. For the first year the services would be provided free of charge and therein Rs. 25,000 per annum would be charged for the next 4 years. The amount would be payable at the start of every year from the Effective Date. The date when the portal first goes fully operational would be regarded as the Effective Date.
- 4.2 The parties also recognise that the Fees which are being charged by the Service Provider to the Client are at a promotional rate and reflect the nominal costs of the Service Provider. Hence, the Service Provider at the end of five years from this agreement may negotiate the Payment Terms.
- 4.3 Failing a renegotiation of the Fees payable as mentioned in Clause 4.3, the Fee chargeable shall increase by 10% over the fees charged over the immediately preceding year.
- 4.4 It is hereby clarified in case either of the Parties to this agreement terminates this Agreement for any reason whatsoever; there shall be no refund of fees which are already paid by the Client to the Service Provider.
- 4.5 The service provider may charge for any premium feature that is developed and is utilized by the institute in future.

sc

skl andehy



**5. INDEMNIFICATION**

- 5.1. The Client will jointly and severally defend, indemnify and hold harmless the Service Provider and its directors, officers and employees, from and against any third-party suit, proceeding, judgment, costs and expenses (including, reasonable attorney fees) to the extent based on the allegation that the Services or Deliverables as provided to the Client by the Service Provider as contemplated in the Agreement or applicable Statement of Work constitutes an infringement of or misappropriation of the copyright, patent, trademark or trade secret rights of any third party (each, an "Infringement Claim").
- 5.2 The Service Provider shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Service Providers compliance with the Clients specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Client of the same); (ii) inclusion in a Deliverable of any content or other materials provided by the Client and the infringement relates to or arises from such Client provided material.

**6.1 DATA PROTECTION**

- 6.1 Each party (in such capacity, the "Receiving Party") acknowledges and agrees to maintain against the unauthorised disclosure of information which is received from the other party (in such capacity, the "Disclosing Party") hereunder or under any Statement of Work. The Receiving Party shall not disclose or disseminate the Disclosing Party's Information to any person other than those of employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement or any Statement of Work. In addition, the Receiving Party (i) shall take all reasonable steps to prevent any unauthorized access to the Disclosing Party's Information, and (ii) shall not use the Disclosing Party's Information, or authorize other persons or entities to use the Disclosing Party's Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder or under any Statement of Work. As used herein, "reasonable steps" means steps that a party takes to protect its own, similarly confidential or proprietary Information of a similar nature, which steps shall in no event be less than a reasonable standard of care.
- 6.2 The provisions of this Section respecting Information shall not apply to the extent, but only to the extent, that such Information is: (i) already known to the Receiving Party free from any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learnt from an independent third party free from any restriction and without breach of this Agreement; (iii) is or becomes

PC

*Alma Connect*



publicly available through no wrongful act of the Receiving Party or any third party; (iv) is independently developed by the Receiving Party without reference to or use of any Information of the Disclosing Party; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

- 6.3 Upon the Disclosing Party's written request following the termination of any Statement of Work, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Information of the Disclosing Party provided under or in connection with such Statement of Work, including all copies, portions and summaries thereof. Notwithstanding the foregoing sentence, (i) the Receiving Party may retain one copy of each item of the Disclosing Party's Information for purposes of identifying and establishing its rights and obligations under this Agreement, and (ii) The Service Provider may retain Information of Users to the extent that such information is necessary or desirable in connection with the operation of the Unofficial Services outside the scope of its agreement.

## 7. TERM AND TERMINATION

- 7.1 **Term:** The term of this Agreement shall commence on the Effective Date and shall continue until terminated at the end of 5 years from the signing of this Agreement.

### 7.2 Termination

- A. **Termination at will:** Notwithstanding anything contrary contained in this Agreement both Parties shall have the right at its sole discretion to terminate this agreement at any time for any reason whatsoever with or without cause by giving 30 (thirty) days written notice to the Service Provider.
- B. **Termination for cause:** Without prejudice to any other rights or remedies available to the Client, the Client may terminate this Agreement upon any material breach of the terms of this Agreement by the Service Provider, provided however the Client shall give 7 (seven) days written notice of such breach and Programmers fail to cure such breach within the period mentioned in such notice.

- 7.3 **Data Transfer:** In the scenario of termination of services in accordance to the aforementioned conditions, the original data provided by the college would be returned back in the format that it has been received.

SC

*Alma Connect*



In sight of a change in commanding authorities of the company in wake of a buyout of majority shares, the same terms and agreements as mentioned in this document would apply under the new leadership. If the Client wishes to discontinue the services at any point of time the conditions mentioned in this Agreement would be applicable.

**8. GOVERNING LAW AND DISPUTE RESOLUTION**

8.1 This Agreement and each Statement of Work shall be governed by and interpreted in accordance with the laws of the India, without giving effect to its principles governing conflicts of law.

8.2 The Courts in Delhi shall have exclusive jurisdiction.

8.3 In the event of any dispute, difference or conflict between the Parties in respect of this Agreement, the construction of any provision of this Agreement or the rights, duties or liabilities of the Parties hereto under this Agreement, the same shall be amicably settled through mutual discussions failing which the same shall be referred to arbitration by a sole arbitrator to be appointed by mutual written consent of both the Parties and the arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English.

8.4 Any award made in such arbitration will be final and binding on the parties.

9. **Notices** All notices, requests, demands and other communication under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

DAIICT Near Indroda Circle, Gandhinagar Gujarat, India +91-079-30520000 info@diict.ac.in	Alma Connect Solutions Pvt. Ltd. A2, CEP 011, DAIICT, Gandhinagar, Gujarat, India +91-9999986435 coordinator@almaconnect.com
--	--

or to such other person or addresses as any of the Parties shall have notified to the others. All notices, requests, demands and other communications given or made in

*SC* *SPC/Indroda*



accordance with the provisions of this Agreement shall be in writing by letter, fax, telegram or email.

**10. Entire Agreement; Amendment** This Agreement, together with each Statement of Work, set forth the entire understanding of the parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement and each Statement of Work may be amended, modified or supplemented only by a written instrument duly executed by an authorized representative of each of the parties.

**11. Severability** Any provision in this Agreement or any Statement of Work that is found to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalidity or unenforceability the remaining provisions of this Agreement or such Statement of Work, or affecting the validity or enforceability of such provision in any other jurisdiction.

**12. Waiver** No terms or provisions of this Agreement or any Statement of Work will be considered waived by both party, and no breach consented to by either party, unless such waiver or consent is in writing signed on behalf of the party against whom it is asserted. No consent to or waiver of a breach of this Agreement or any Statement of Work by either party, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach of this Agreement or any Statement of Work by such party.

**13. Force Majeure** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Statement of Work hereunder to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

**14. Acts or omissions of Other Party** Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement or any Statement of Work hereunder, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Master Agreement or a Statement of Work of the other Party.

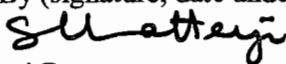
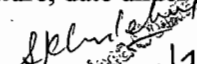
sc  
*Alma Connect*





IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as on the Effective Date.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED ABOVE.

Client	Service Provider
<p>[Dhirubhai Ambani Institute of Information and Communications Technology (DAIICT)]</p>	<p>[Alma Connect Solutions Pvt. Ltd.]</p>
<p>By (signature, date under hand):              18-10-2012</p>	<p>By (signature, date under hand):              18/10/12            Director / Authorised Signatory            Alma Connect Solutions Pvt. Ltd.</p>
<p>Print Name: <b>SAMARESH CHATTERJI</b>  <b>I/C EXEC. REGISTRAR</b>  <b>DA-IICT</b></p>	<p>Print Name: Swapnil Khandelwal  <b>DIRECTOR, ALMA CONNECT</b></p>