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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

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Unique Doc. Reference	: SUBIN-DL71520378321358196958R
Purchased by	: INTERNATIONAL MANAGMENT INSTIUTE
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: INTERNATIONAL MANAGMENT INSTIUTE
Second Party	: ALMA CONNECT SOLUTIONS PVT LTD
Stamp Duty Paid By	: INTERNATIONAL MANAGMENT INSTIUTE
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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#### ONLINE ALUMNI PORTAL SERVICES AGREEMENT

This Online Alumni Portal Services Agreement ("Agreement"), dated 1st May 2019 is made and entered into by and between Alma Connect Solutions Pvt. Ltd., (hereinafter the "Service Provider") a private limited company registered under the Companies Act, 1956 having its registered office address at E-43/1, Okhla Phase II, Delhi, South Delhi, -110020 and International Management Institute (Delhi, Kolkata, Bhubaneshwar) B 10, Qutub Institutional Area, New Delhi-110016 (hereinafter the "Client")

For ALMA CONNECT SOLUTIONS PVT. LTD.  
 Director

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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## 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 annexure 1 features which already exist and are provided to various universities and institutes.
- B. Notwithstanding the changes which may be affected by the Service Provider, the Service Provider will at all times provide a minimum functioning official alumni networking portal consisting of the feature set mentioned in **Annexure 1**:
- C. The customised features which will be provided by the Service Provider for the alumni portal to the satisfaction of the Client will 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 IMI Community on AlmaConnect.
- E. New Features which are developed by service provider will be given to client free of cost during the period of subscription. The roadmap of the product will be shared with the client periodically

### 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 written 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. This directory should contain the following fields of information and should be sent by email to the Service Provider:



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*Atul Chandra*  
Director

- (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
  - (iv) Any other information that the clients want to capture in records
- B. The Client acknowledges that the sign-up of the Student, Alumni or Faculty will be as per the Terms of Service and the Privacy Policy as per applicable laws as per data protection and privacy, that the users will have to agree for at the time of signing up.
- 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 resources 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 non-exclusive, 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

## **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 99 % 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 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



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Director

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 written 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 features and versions that shall make the portal more useful for the client.
- E. The service provider, on request, shall facilitate collection of online payments via a payment gateway for various activities carried out on the portal such as Events, Donations, Merchandise, etc.

### **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.
- C. The Service Provider cannot give Alumni/Student/Faculty data from this portal to any agency for any purpose without written permission.
- D. The Service Provider has data backup scheduled for every 6 hours with backups stored on multiple locations to make sure maximum data is available as backup at any point of time

### **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 The Cost of the Official Alumni Networking portal is Rs. 1,68,000/annum (exclusive of taxes) of which half to be paid at the start of the services & half after 6 months with no increase in price next year and in the subsequent years a 5% increase year on year.
- 4.2 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, and the services will terminate at the end of the period for which the fee has already been paid.



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*[Signature]*  
Director

- 4.3 The service provider may charge for any premium feature that is developed and is utilized by the client in future. For these premium features, the service provider shall explicitly seek permission of the client if they want this feature or not.

## 5. INDEMNIFICATION

- 5.1 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 written 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.
- 5.2 The Service Provider shall keep The Client, its officer, trustees, employees indemnified for all times of all losses, damages, costs or expenses etc. arising out of or resulting from Service Provider's non-compliance to applicable statutory obligation or willful acts or omissions, breach of intellectual property rights, or on account of third party claims under this MoU, or breach of applicable laws, by Service Provider. The Service Provider shall indemnify the client against breach of this Memorandum of Understanding between the Service Provider & Client
- 5.3 Either Party's liability arising out of or in connection with this Agreement, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount of fees paid by The Client to Service Provider under this Agreement.
- 5.4 Nothing in this Agreement shall be taken to exclude or limit the Either Parties liability under or arising out of this Agreement whether based in contract, tort (including negligence and strict liability), breach of confidentiality obligation, infringement of intellectual property rights, breach of representation and warranties or otherwise to the extent that such liability cannot be excluded by law.

## 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 has been duly authorized and designated 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



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*[Signature]*  
Director

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 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, governmental 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, 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 for 3 years until terminated as set forth herein.
- 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



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*Atul Chandra*  
Director

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 [All] data provided by the client and also the existing data of client on portal would be returned back in the format that is has been received. At the end of every year the existing data on portal will be given by service provider to client.
- 7.4 **User Profiles:** Users shall be informed about the termination of the contract and shall be given an option to delete their profiles and information as per their will.

## 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 New Delhi, 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, 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:

International Management Institute(Delhi, Kolkata, Bhubaneshwar) B 10, Qutub Institutional Area, New Delhi-110016	AlmaConnect Solutions Private Limited E43/1, Okhla Phase 2, New Delhi, 110020
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All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by Registered / speed post and or by from the registered / official email id.

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



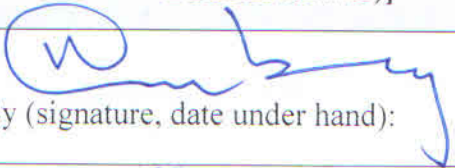
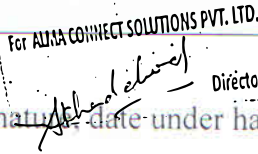
For ALMA CONNECT SOLUTIONS PVT. LTD.  
*[Signature]* Director

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.

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 [International Management Institute(Delhi, Kolkata, Bhubaneshwar)]	Service Provider [Alma Connect Solutions Pvt. Ltd.]
	 For ALMA CONNECT SOLUTIONS PVT. LTD. Director
By (signature, date under hand):	By (signature, date under hand):
Gp. Capt. Viver Registrar International Management Institute B-10, Qutab Institutional Area Tara Crescent, New Delhi- 110016	Swapnil Khandelwal Director, AlmaConnect

## Features List

### 1. Bulk Import of Data:

Alumni, Students & Faculty data can be imported via a CSV file at a single go, various fields can be mapped through the CSV itself

### 2. Invitation system:

- a. Custom Invitation Email,
- b. Auto email invitations,
- c. Reminders based on milestones & classmates
- d. Option for members to import their contacts & invite their friends
- e. Enabling of Invitations via sharing on Facebook, LinkedIn, Whatsapp

### 3. Identity verification during sign up:

Following Identity verification checks available to verify the identity of the user trying to sign up.

- a. Auto matching with imported records
- b. Official email id verification
- c. Manual approval
- d. Vouching
- e. Facebook
- f. LinkedIn

### 4. Tracking of alumni:

The platform auto-searches for alumni on various social media platforms and tries to keep their information in sync, not just for members who are already signed up but for those who are not signed up as well

### 5. Integration with existing social networks:

- a. Profile information of users can be imported & auto-synced with Facebook & LinkedIn
- b. Posts & Pictures (Memories) can be imported by users from their Facebook profile to their AlmaConnect profile

### 6. Profile Management:

Profile page exists for signed up as well as non-signed alumni, students and faculty members with the following information

- a. Name, batch, course, current city, current company, email, mobile, profile history (current and past education and employment details), current picture, groups subscribed to
- b. Profiles can be added, edited & deleted by admins

### 7. Privacy settings

Each user has complete control & customize what information should be visible to who all

#### 8. Notification settings

User can decide the notifications he/she wants to receive and at what frequency -

- a. One can choose to get notified via email, push notification, facebook notification & platform notification
- b. One can also choose the frequency of the notification & the trigger points

#### 9. User Directory (Browse/Search):

Listing of people alongside feature to filter/search people based

- a. Member Type, Leaving Year, Joining Year, Degree, Major (Branch), current location, current & past companies, School / Colleges attended, Groups subscribed to, Sector and more
- b. Master Data for admins where details of not just signed up but non signed up members available to
- c. Admins can add/edit entries in the master list
- d. Option for Admins to download complete list in an excel / csv format

#### 10. Share / Posts / Discussions:

- a. Posts can be shared to a selected audience
- b. Option for users to comment, tag, like & re-share on the post
- c. Posts can comprise text, links, video, images, polls, tags
- d. Notifications triggered based on user settings

#### 11. Events Management System:

A full fledged event management system available

- a. Option to create upcoming & past events
- b. All Events listed in an event calendar
- c. Custom Registration forms can be set up
- d. Users can register for upcoming events
- e. Invitations for events can be sent
- f. Option to collect payments in the registration form
- g. Auto-reminders for registering on the event
- h. Option to download & manually add registrations
- i. Option to register for the event without logging into the system

#### 12. Polls:

Feature to conduct polls with the following options

- a. Multichoice or single choice poll options available
- b. Option for users to add a choice in an existing poll
- c. Polls closing date & time can be set

#### 13. Private Message:

- a. A user can send / receive private message.
- b. Multiple people can be a part of a single message thread
- c. Email & platform notifications triggered for private messages

14. Groups:

- a. Various groups based on interests, professions, locations, activities can be created,
- b. Members can subscribe and unsubscribe from groups
- c. Discussions / posts feature available inside groups

15. Memories:

- a. Repository of all albums where users can upload pictures of events both past and present.
- b. More pictures can be added to an existing album
- c. Option to import pictures from Facebook & Instagram
- d. Albums organized in a timeline fashion

16. Unlimited storage of data:

Unlimited number of files, pictures and links to videos can be posted

17. Unlimited emails

Unlimited emails for announcements, invites, notifications, posts, private messages, etc.

18. Permission system:

Admin can award 2 levels of permissions to any user giving him/her extra rights over the network

19. Mobile App:

Android & iOS Mobile app available

20. Facebook App:

Facebook application of the product is available.

21. Alumni spread on maps:

Alumni locations will be marked on google maps, where people would be able to see who are the alums living around them

22. Search Engine Optimization

SEO in place for better traffic to the website

23. Newsletters

The Administrators can upload newsletters & email it with any set of people.

24. Tracking of News about alumni.

The platform automatically looks out for news articles in major media websites mentioning about alumni and automatically lists them on the network

25. Online Fundraising Tool:

- a. Admins can setup up fundraising campaigns to raise funds from alumni

- b. Alumni can see details of the campaign and can contribute by paying online
- c. Intelligent notifications to promote the campaign
- d. Option to download details of all donors in an excel file
- e. Option to manually add donors & offline transactions

#### 26. Jobs

- a. Users Can post job openings
- b. Jobs can be searched based on keywords
- c. Users can upload resume & request for referrals
- d. System automatically finds and lists openings in companies where alumni work

#### 27. Official Accounts

- a. Provision for clubs, departments, offices to create their official accounts on the network & engage with alumni

#### 28. Static Pages & External Linking

- a. Static pages and linking to external pages will be done as per the requirements.

#### 29. Admin Controls

- a. Delete / Edit any post
- b. Have control over network settings
- c. Customize Courses, branches, logo, pictures, college details, etc.
- d. Make Announcements
- e. Send custom emails to custom audiences
- f. Get access to basic logs & analytics of the platform
- g. See full profile information of any user