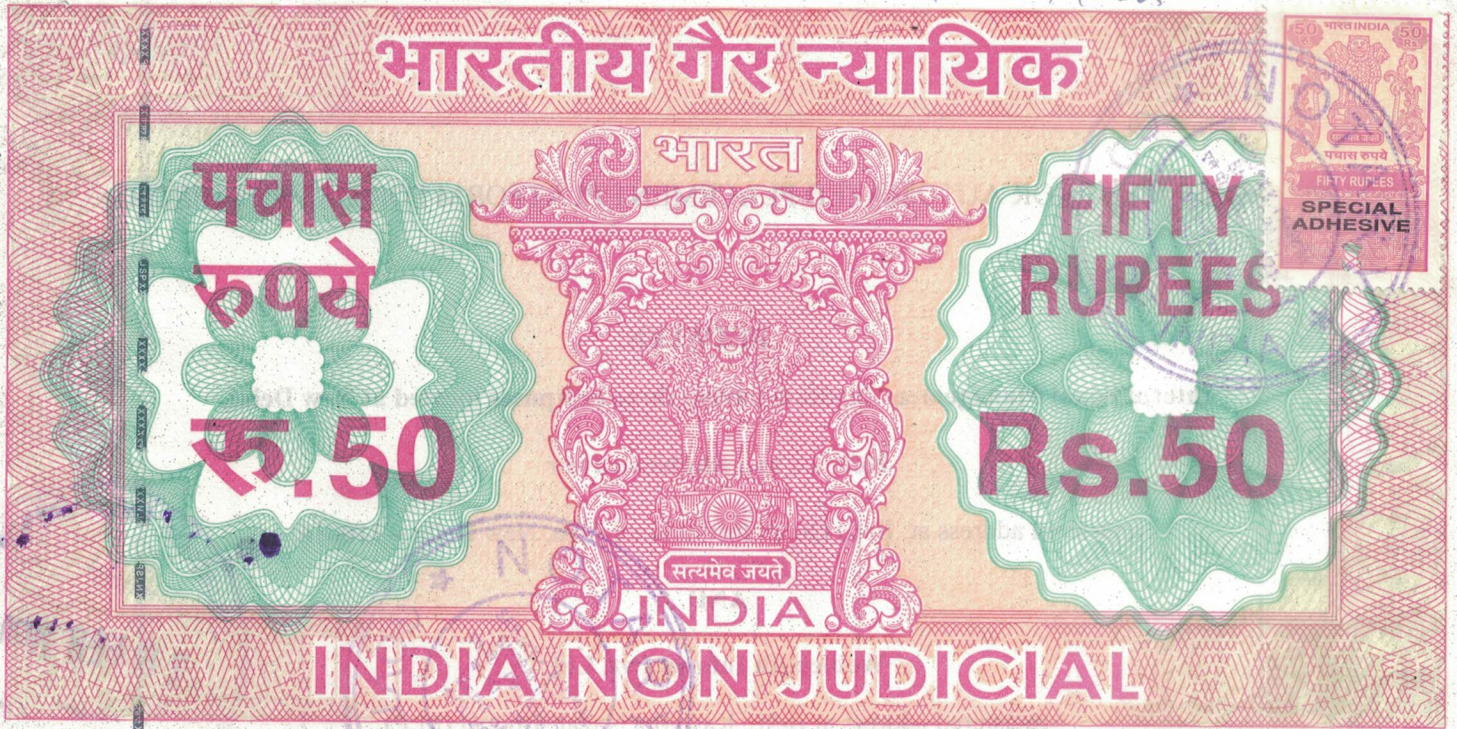


50+50 Adhesive Stamp Attach



मध्य प्रदेश MADHYA PRADESH

AZ 079220

AGREEMENT FOR AUTOMATED PLACEMENT PLATFORM FOR CAMPUS HIRING

This agreement ("Agreement") is made and entered on 20 Jul 2020.

BETWEEN:

International Management Institute having three campuses located at New Delhi, Kolkata and Bhubaneswar (hereinafter referred to as "the Client" for the sole purpose of this Agreement, which expression shall, unless it be repugnant to the content or meaning thereof, be deemed to mean and include their respective successors and assigns), a company with its registered address at: B-10 Qutub Institutional Area, New Delhi – 110016.

AND:

Weblength Infonet Pvt. Ltd. (hereinafter referred to as "the Service Provider" which expression shall mean and include, unless excluded by or repugnant to the subject or context or its successors in interest and permitted assigns), with its registered address at B-96, Kasturba Nagar, Bhopal (M.P)

Each party is singularly referred to herein as the "the Party" and collectively referred to as "the Parties".

Any reference in this Agreement to any statute or statutory provisions shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of the Agreement and all statutory instruments, orders and regulations for the time being made pursuant to it.

Further, unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.



WHEREAS:

1. The Client is engaged in the business of running an educational Institute under the brand **"International Management Institute"**.
2. The Service Provider would be executing the Services as mentioned in the Services section of this Agreement
3. The Service Provider is in the field of providing automated placement platforms for campus hiring of students in higher education Institutes.
4. The Service Provider has the required technology, expertise and personnel to provide necessary services for facilitating the campus placement as desired by the Client.
5. The Client has expressed its desire to engage the services of the Service Provider for the purpose of automating its placement activities and the Service Provider has agreed to do so. The following terms and conditions are therefore agreed upon between the Parties:

NOW THIS DEED WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOW:

1. DEFINITIONS

1.1 Except to the extent expressly provided otherwise, in this Agreement:

"Account" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"Agreement" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"Business Day" means any weekday other than Saturday, Sunday, a bank or public holiday in India;

"Business Hours" means the hours of 10:00 to 18:00 IST on a Business Day;

"Charges" means the following amounts:

(a) the amounts specified in Part 2 of Schedule 1 (Hosted Services particulars);

(b) such amounts as may be agreed in writing by the parties from time to time; and

"Confidential Information" means with respect to a Party, any and all proprietary information (including trade secrets) of the disclosing Party and/or of third parties in the possession of the disclosing Party, treated as confidential and/or proprietary by the disclosing Party and with respect to Provider shall include all information regarding the Hosted Services and the Documentation.

"Customer Data" means all data, works and materials: uploaded to or stored on the Platform by the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform;

"Documentation" means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;

"Effective Date" means the date of execution of this Agreement;

"Parties" has the meaning as set out in the introductory paragraph;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Hosted Services" means services provided through **"Superset"** placement management platform, as specified in the Hosted Services Specification which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement;

"Hosted Services Defect" means a defect, error or bug in the Platform having an adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

(a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services;

(b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;

(c) a failure of the Customer to perform or observe any of its obligations in this Agreement; and/or

(d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

"Hosted Services Specification" means the specification for the Platform and Hosted Services set out in Part 1 of Schedule 1 (Hosted Services particulars) and in the Documentation;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade-marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Maintenance Services" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

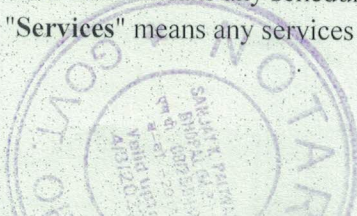
"Mobile App" means the mobile application known as **"Superset"** that is made available by the Provider;

"Permitted Use" means providing improved placement program services for the benefit of Customer's students, faculty, employees and recruiting companies;

"Platform" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"Schedule" means any schedule attached to main body of this Agreement;

"Services" means any services that the Provider provides to the Customer, or has an obligation to provide



to the Customer, under this Agreement;

"**Support Services**" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

"**Supported Web Browser**" means the web browsers as mentioned in Hosted Services Specification;

"**Term**" means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2;

"**Date of Activation**" means the date on which the Provider creates an Account for the Customer and communicates to the Customer login details for that Account

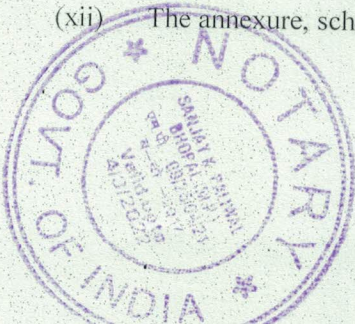
"**Update**" means a hotfix, patch or minor version update to any Platform software; and

"**Upgrade**" means a major version upgrade of any Platform software.

2. INTERPRETATION

2.1 This Agreement shall be interpreted in accordance with the following rules of interpretation:

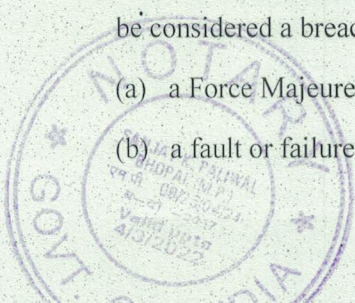
- (i) words of any gender include each of the other genders;
- (ii) words using the singular or plural number also include the plural or singular number respectively;
- (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement and not to any particular clause of this Agreement;
- (iv) whenever this Agreement refers to a number of days, such number shall refer to calendar days as per the Gregorian calendar, unless otherwise specified;
- (v) headings and captions are used for convenience only and shall not affect the interpretation of this Agreement;
- (vi) references to Recitals, Sections, subsections, Clauses, Exhibits, Annexure and Schedules shall be deemed to be a reference to the recitals, sections, clauses, sub-sections, annexure and schedules of this Agreement;
- (vii) any reference to an agreement, instrument or other document (including a reference to this Agreement) herein shall be to such agreement, instrument or other document as amended, supplemented or novated pursuant to the terms thereof;
- (viii) reference to any Party shall include the respective legal heirs, successors or permitted assigns of such Party, unless otherwise repugnant to the context;
- (ix) the word "including" herein shall always mean "including, without limitation";
- (x) if there are any inconsistencies between the following documents, they shall take precedence in the following order (unless otherwise agreed to by the Parties in writing):
- (xi) The terms of the main body of this Agreement;
- (xii) The annexure, schedules and exhibits to the Agreement.



4. SERVICES

- 4.1 The Provider shall create an Account for the Customer and shall provide to the Customer login details for that Account on the Date of Activation.
- 4.2 The Provider hereby grants to the Customer a worldwide, non-exclusive license to use the Hosted Services by means of a Supported Web Browser for the Permitted Use in accordance with the Documentation during the Term.
- 4.3 The materials on the Platform and Hosted Services are provided "as is".
- 4.4 The license granted by the Provider to the Customer under Clause 4.2 is subject to the following limitations:
- (a) The Hosted Services may only be used by the employees, students, recruiting companies, and faculty of the Customer;
- The Hosted Services shall provide for a way to the Customer to achieve a minimum of functions as mentioned in Annexure I (Hosted Services Core Functionalities)
- 4.5 Except to the extent expressly permitted in this Agreement, the license granted by the Provider to the Customer under Clause 4.2 is subject to the following prohibitions:
- (a) the Customer cannot sub-license its right to access and use the Hosted Services;
 - (b) the Customer must not permit any unauthorized person to access or use the Hosted Services;
 - (c) the Customer must not use the Hosted Services to provide services to third parties;
 - (d) the Customer must not republish or redistribute any content or material from the Hosted Services; and
 - (e) the Customer must not make any alteration to the Platform, except as permitted by the Documentation.
- 4.6 The Customer shall use reasonable endeavours, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an administrator Account.
- 4.7 The Provider shall use all reasonable endeavours to ensure that the Hosted Services are available to the Customer twenty-four hours a day, seven days a week at the gateway between the public internet and the network of the hosting services provider for the Hosted Services, but does not guarantee 100% availability.
- 4.8 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

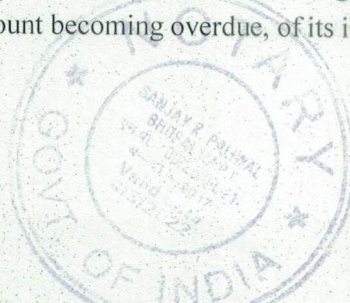
- (a) a Force Majeure Event;
- (b) a fault or failure of the internet or any public telecommunications network;



- (c) a fault or failure of the Customer's computer systems or networks;
 - (d) any breach by the Customer of this Agreement; or
 - (e) scheduled maintenance carried out in accordance with this Agreement.
- 4.9 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
- 4.10 The Customer must not use the Hosted Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 4.12 The Customer undertakes to not send any promotional material using email and SMS(s) sending services on the Platform.
- 4.13 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

5. MAINTENANCE SERVICES

- 5.1 The Provider shall provide the Maintenance Services to the Customer during the Term.
- 5.2 The Provider shall where practicable give to the Customer at least 12 Business Hours prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this main body of this Agreement.
- 5.3 The Provider shall give to the Customer 12 Business Hours prior written notice of the application of an Upgrade to the Platform.
- 5.4 The Provider shall give to the Customer written notice of the application of any security Update to the Platform and 12 Business Hours prior written notice of the application of any non-security Update to the Platform.
- 5.5 The Provider shall provide the Maintenance Services with reasonable skill and care
- 5.6 The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.



6. SUPPORT SERVICES

- 6.1 The Provider shall provide the Support Services to the Customer during the Term, as mentioned in Annexure II – Implementation and Support Services.
- 6.2 The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this main body of this Agreement.
- 6.3 The Provider shall provide the Support Services with reasonable skill and care
- 6.4 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
- 6.5 The Provider shall respond promptly to all requests for Support Services made by the Customer through the helpdesk.
- 6.6 The Provider shall arrange for one-time on-site visit of Support personnel to Institute's campus of choice, at a mutually agreed date, and all expenses of this visit shall be borne by the Provider
- 6.7 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

7. MOBILE APP

- 7.1 Provider will make available online a Mobile App for download by the Customer. Mobile App will be an extension of the student interface of the Hosted Services.

8. FEES

The Service Provider will provide the required Services at rates as detailed in **Annexure III** exclusive of Goods and Services Tax applicable taxes and subject to applicable deduction of tax at source under the provisions of the Income Tax Act, 1961 as amended from time to time.

9. PAYMENT TERMS

Payment will be made as per the following scheme:

- 70% of the total fees shall be payable on the Day of Activation. Remaining 30% will be paid on completion of three months (90 days) of service from the date of activation.
- Customer will reserve the right to Terminate the contract within a period of 90 days from the Date of Activation, without assigning any reason whatsoever to the Provider, and without assigning any notice period to the Provider, and Provider shall forfeit the balance payment and will also refund to the Customer 10% of the total fee (exclusive of taxes).

within a period of maximum of 30 days from the date of such Termination.

10. TERM

The Agreement shall be effective from **10 Aug 2020 to 09 Aug 2021**. Performance review will be done by a Committee of the Client after the end of the contract and subject to a satisfactory performance by Service Provider, the contract may be extended for another year on the same Terms & Conditions as given at Annexure III.

11. INTELLECTUAL PROPERTY

- 11.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.
- 11.2 Upon termination, the Service Provider hereby agrees to promptly return, deliver to the Client or otherwise dispose of in accordance with the Client's directions, all Confidential Information, copies of all documents, and other property of the Client that is in possession of the Service Provider.

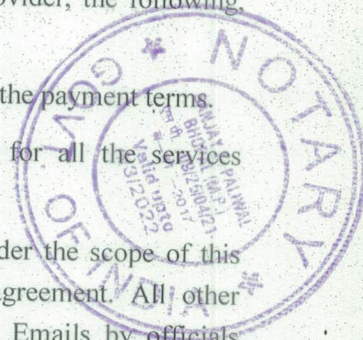
12. CLIENT'S ONGOING UNDERTAKINGS AND RESPONSIBILITIES

The Client's represents and warrants that it shall furnish to the Service Provider, the following, prior to the commencement of the project:

- 12.1 Client shall pay in full all amounts owing under this agreement as identified in the payment terms.
- 12.2 Client will give written approval and feedback to The Service Provider for all the services undertaken under this agreement in a timely manner.
- 12.3 Client will raise Purchase Orders for all additional services not covered under the scope of this agreement. No separate PO will be raised for services covered in the agreement. All other communication including Approvals etc will be conveyed through official Emails by officials authorised to do so. IMI authorises the Dean/Professor-in Charge/Registrar to accord approvals or raise work orders.
- 12.4 The Agreement or performance of its obligations under this Agreement will not be in violation or breach of any applicable law, regulation, contract or other requirements at the being in force.
- 12.5 Client represents and warrants that it is authorized to and has the right to use any copy, illustration, personal or corporate name, copyrighting material.
- 12.6 The scope of work outlined in Annexure-I and Annexure II is based on discussions and understanding of the services between Service Provider and Client. Should the Service Provider be required to carry out other activities not within the scope outlined above, the Service Provider will seek the Client's clearance before carrying out the work.

13. MERGER:

It is agreed between the parties that in the event of the Client or Service Provider being



amalgamated with any other company, or if either is taken over by any other concern, this Agreement shall continue to subsist and the rights with the obligations shall stand transferred to such amalgamated company or the new management or the transferee of the project, as they case may be.

14 RELATIONSHIP BETWEEN THE PARTIES:

The parties to this Agreement are independent of each other. Neither Party shall have any right, power or authority to enter into agreement or memorandum of understanding for or on behalf of, or incur any obligation of liability of, or to otherwise bind, the other Party unless expressly provided herein. This Agreement shall not be interpreted or construed to create an association, joint venture, agency, collaboration or partnership between the Parties or to impose any liability attributable to such relationship upon either Party.

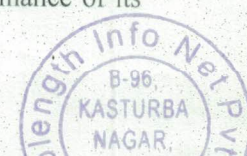
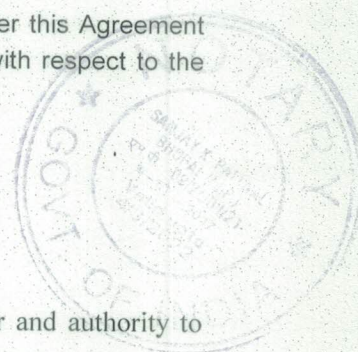
Except with respect to Service Provider's indemnification obligations or breach of applicable laws, or breach of confidentiality obligation or breach of intellectual property rights, the maximum liability of the Provider and its affiliates arising out of, or relating to this Agreement, whether based upon warranty, contract, tort, or otherwise, shall not exceed the consideration paid by the Customer.

In no event shall the Provider, its affiliates (including its subsidiary companies), its Providers or any of their respective directors, officers, employees or agents be liable for any indirect, special, exemplary, incidental, consequential, punitive or tort damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this Agreement, whether based on breach of contract, tort (including negligence), product liability or otherwise, even if the customer or their representatives have been advised of the possibility of such damages, including without limitation any such damages arising out of or in connection with the customer's use of the Hosted Services / documentation or the performance of the Hosted Services / documentation. Provider is solely acting in its capacity as a provider of the Hosted Services under this Agreement and shall not be responsible or liable for any actions undertaken by Customer with respect to the services.

15 REPRESENTATIVES AND WARRANTIES

The Parties hereby represent and warrant that:

- A. They are duly incorporated under the laws of India and have full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- B. The Agreement or performance of its obligations under this Agreement will not be in violation or breach of any applicable law, regulation, contract or other requirements at the time being in force.
- C. There shall be no infringement of the Intellectual Property rights of any third party in relation to the performance of the Services under this Agreement.
- D. They shall adhere to the requirements of Applicable Law in relation to performance of its



Services.

- E. This Agreement, when entered into, has been duly authorized, has been duly and validly executed and delivered, and is legal, valid, and binding obligation of the Party, enforceable in accordance with the terms hereof; and that the person/ s executing this Agreement on

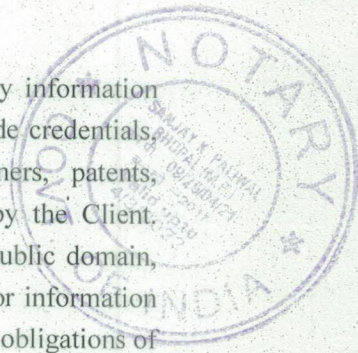
behalf of the Party are duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the terms herein. Each Party will forthwith furnish satisfactory evidence of the above upon request;

“**Applicable Law**” in relation to this Agreement shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restrictions, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having force of law, by any national, state or local agency, ministry, public official, court or other governmental organization of the Parties under this Agreement, whether in effect as of date of this Agreement or thereafter, including all information technology laws, rules and guidelines.

16 CONFIDENTIAL INFORMATION

- 16.1 Both parties acknowledge that there is an exchange of confidential and proprietary information associated with this agreement. Confidential and proprietary information may include credentials, personal information, plans, processes, techniques, customers, suppliers, partners, patents, trademarks, designs, and other forms of tangible or intangible artifacts owned by the Client. Confidential and proprietary information does not include information within the public domain, information that has been publicly known prior to the execution of this agreement, or information that the Service Provider developed independent of any confidential information. The obligations of confidentiality shall not apply to any information that:

- A. Was developed independently by the Parties;
- B. Was known to the receiving part prior to its disclosure by the disclosing party;
- C. Has become generally available to the public (other than by virtue of its disclosure by the receiving party);
- D. If required in any report or public announcements or disclosures to be submitted to or made pursuant to the requirements of, any governmental or regulatory body;
- E. If required in response to any summons or in connection with any litigation; or
- F. If required to comply with any law, order, regulation or ruling applicable to any Party hereto.
- G. The confidentiality of the information will be governed and protected within the provisions of Sec11 of RTI Act 2005.



Provided that prior to any disclosure in respect of a request to disclose confidential information under the aforesaid sub-clauses D, E and F, the Party required to make the disclosure must firstly, notify the other Party owning such confidential information and secondly, it shall only disclose so much of confidential information to the authority compelling disclosure, as required by law.

162 The Service Provider will not use any information for purposes other than the performance of services described in this agreement. The Client agrees to not disclose confidential information to the Service Provider except to the extent that the Service Provider requires this information to fulfil the obligations within this agreement.

163 If the Client has any concerns over the sharing of sensitive information and requires additional control measures, the Service Provider will establish secured means of information sharing that are mutually agreeable to both parties. These control measures may include restricting who can copy, print, or change documents during the course of the engagement.

164 In case the service provider is engaged by another client having similar business, the Service Provider will exercise utmost caution to ensure that the information supplied by the client is completely protected and not shared with the other clients at all.

17 INDEMNIFICATION

Notwithstanding other provisions of this agreement, the Client shall indemnify, defend and hold harmless the Service Provider against claims, liabilities, damages, losses or other obligations which may arise from this agreement. The Client guarantees to indemnify the Service Provider for all works of publication as a result of material, data, facilities and resources to the Service Provider by the Client and will defend at its expense any cause of action brought against the Service Provider, its affiliates, subsidiaries, employees, directors, officers, and shareholders (hereinafter collectively referred to as the "indemnified party") to the extent that the deliverables infringes a copyright, patent, trade, secret or any other proprietary right of any third party.

18 Exit

Either Party is entitled to terminate this Agreement at any time after giving the other party a notice in writing with reasons for such termination which shall not be less than 30 (thirty) days prior to such termination.

Customer will reserve the right to Terminate the contract within a period of 90 days from the Date of Activation, without assigning any reason whatsoever to the Provider, and without assigning any notice period to the Provider, and Provider shall refund to the Customer 40% of the Fee paid (exclusive of taxes) within a period of maximum of 30 days from the date of such Termination.

Either Party may be authorized to terminate the Agreement in the event of a material breach of the provisions of the Agreement by the other party, and if such material breach is not corrected by such



party within 30 (thirty) days' notice to the other party.

Any termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect coming into force of the continuance in force of any provision in this Agreement, which is expressly or by implication intended to come into or continue on force on or after such termination. In such an eventuality, the client will have full right on the complete information and inputs including the entire data provided by the service provider till the last day of the validity of the contract. The client will make full and final payment to the service provider up to the last day of the contract.

19 NOTICES

Any notice required or permitted to be given hereunder shall be in writing and may be given by personal service, registered mail, or courier or by facsimile if confirmed on the same day in writing by registered mail, with postage fully prepaid to the following addresses:

If to M/S International Management Institute

Name: Gp Capt Vivek Dubey (Retd) Registrar

Address: B-10, Qutab Institutional Area, Tara Crescent, New Delhi-110 016

Telephone: 011-47194103

Email: registrar@imi.edu

If to Weblength Infonet Pvt Ltd

Name : Mr Naman Agrawal

Address: 3rd Floor, #2724, 31st Main, 16th Cross, HSR Layout, Bangalore - 560103, INDIA

Email: naman@greekturtle.com

To prove service of notice, it shall be sufficient to prove that a letter, courier or facsimile or an Email, containing the notice was properly addressed and dispatched or posted.

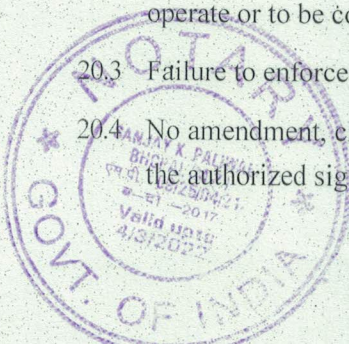
20 GENERAL PROVISIONS

20.1 Section heading are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

20.2 Waiver by one Party hereto of breach of any provision of this Agreement by the other shall not operate or to be construed as a continuing waiver.

20.3 Failure to enforce any provisions of this Agreement will not constitute as a waiver.

20.4 No amendment, change or modification of this Agreement shall be valid unless in writing signed by the authorized signatories of the parties hereto.



20.5 This Agreement and all the annexures attached hereto constitute the entire understanding and Agreement of the Parties and any and all prior agreements, understandings and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

20.6 In the event, for any reason whatsoever, any provision of this Agreement is or becomes, or is declared to be, invalid, illegal or unenforceable under the applicable law, the Parties will negotiate in good faith to agree on 1 (one) or more provisions to be substituted thereof, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability. Such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement, and the remaining provisions of this Agreement shall be given full force and effect.

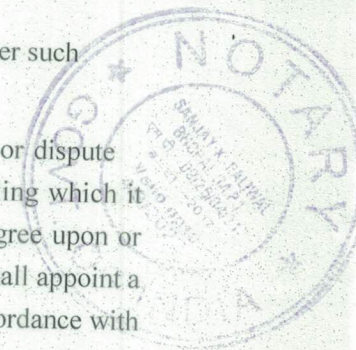
20.7 Neither Party shall be liable to other for any failure or delay in its performance due to any cause beyond its reasonable control including acts of war, acts of god, earthquake, epidemic, riot, sabotage, electrical, internet, or telecommunication outage that is not caused by the obligated Party, acts of terrorism, labour shortage or dispute, government acts and other similar events. Where a cause beyond the control of the Party concerned arises as aforesaid, the obligations of the Parties hereunder shall be suspended until the cessation of such circumstances whereupon the obligations of the Parties shall be resumed. Should such circumstance continue for more than 15 (fifteen) days, either Party may terminate this Agreement.

The affected Party to be able to avail this clause will be obliged to inform the other Party of:

- A. The occurrence of any such event of force majeure; and
- B. The cessation of such force majeure event immediately upon, or soon after such occurrence.

20.8 **Governing Law & Dispute Resolution:** The Parties hereby agree that any differences or dispute that may arise out of or in connection with this Agreement be resolved amicably failing which it shall be referred to the arbitration of a Sole Arbitrator as the Parties may mutually agree upon or otherwise two Arbitrators, one to be appointed by each Party and the two Arbitrators shall appoint a third Arbitrator and the decision of the third Arbitrator shall be final and binding in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment there. Arbitration proceedings will be held and conducted at New Delhi in the English language only. Each party shall bear its own cost of Arbitration.

This Agreement may be modified or amended only by an instrument in writing duly executed by or on behalf of each of the Parties.



21 JURISDICTION

The Agreement shall be governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of competent courts at New Delhi.

22 PROMOTIONS AND MARKETING

Unless expressly prohibited in writing or electronically by the Customer, Customer agrees that Provider can use Customer's brand identity, organization or company name and mention Customer's usage of the Hosted Services in press releases, interviews, promotional materials, sales sheets, presentations, websites and other self-promotional channels.

23 COUNTER PARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall constitute one and the same instrument.

The parties agree that this agreement creates an independent contractor relationship, not an employment relationship. Neither party is, nor shall claim to be, a partner, or employee of the other.

For IMI New Delhi

Name: Group Captain Vivek Dubey

Designation: Registrar & CAO

In presence of:

Name:

Address: IMI New Delhi
B-10 Qutab Institutional Area
Tara Crescent New Delhi – 11016

IDENTIFIED BY ME

Name: Abhay Deshmukh
Address: 410, Rachana Nagar
Signature: [Signature]

For Weblength Infonet Pvt Ltd
M/s Weblength Infonet Pvt. Ltd.

Name: Mr. Sunil Agrawal

Designation: Director

In presence of:

Name:

Address: 3rd Floor, #2724, 31st Main,
16th Cross, HSR Layout, Bangalore -
560103, INDIA

ATTESTED

[Signature]
05/08/2020

ANNEXURE- I
(HOSTED SERVICES CORE FUNCTIONALITIES)

End-to-End Placement Automation	
Student Profiling	Students can build placement-ready profiles using Profile Builder. It also helps in automatically Generating Resume.
Student Data Verification	Allows users to verify parts of student data along with viewing of documents uploaded by students as proof.
Student Data Management	Batch profile data can be filtered, and extracted in custom excel formats with single click.
Resume Builder (CV Building)	Allows students to choose a standard template to generate a resume from the profile already created.
CV Verification	Allows student placement committee members to verify CVs of students pointwise and suggest changes, which goes as automated alert to respective students
Job Profile Management	Helps you manage Job postings. Users can create job profiles with custom eligibility criteria and share with students.
Application Management	Allows users to collect and track student applications on a real-time basis. Easy to look at company drives at a single glance.
Shortlist Management	Helps you to manage & punch shortlists for rounds added on the Job profile.
Attendance Tracking	Helps you track attendance via QR Code/Manual selection for each round of a Job profile & generate reports around it.
Custom Placement Policy	Enforce placement rules, automatic student blocks if a student is out of placements.

Eligibility Filters	Enforce complex eligibility criteria based on company requirements or at the college level
Multiple Campus Management	Manage placements of different campuses from a single account
Parallel Process Cycles	Manage Placements & Internships parallelly
Surveys	Allows you to create custom survey forms for students and recruiters, and view analytics on the responses.
Events	Allows you to create, announce, and manage events for students via the platform.

CRM for Corporate Outreach

Corporate Relations Management	Company HR Management, Relationship Management, Invitation Sending, Activity Logging, Email Integration, Marketing Automation, Pipeline Tracking
---------------------------------------	--

Mobile App

Mobile App for Students	Students receive active placements related Push Notifications. Allows them to keep track of upcoming events, drives, mark attendance via QR Scan, and Apply on Job Profiles shared with them.
--------------------------------	---

Recruiter App [you can extend to your recruiters free of cost]

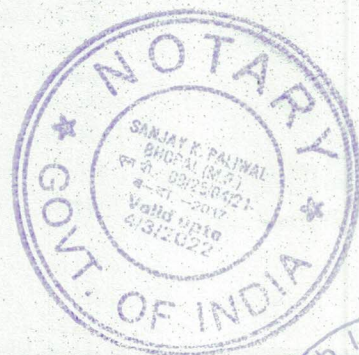
Recruiter app for Companies/Recruiters	Allows you to extend recruiter app access to recruiters. Recruiters can create and post job profiles to your college
---	--

Communication	
Email	No need to type, format and check grammar before sending placement related emails. All activity emails are automatically delivered at a single click.
Mobile App	Mobile App comes in handy when a student is away from the computer. Allows students to receive push notifications, view Job profiles, mark attendance, view upcoming events and apply on Job profiles posted on Superset.
Web-App	Web-app notifications are displayed on the student dashboard after a student logs in to Superset.

Reporting and Analytics	
Student Registration Report	Superset allows you to generate the break-up of students registered course-wise, chosen career plans etc, allows you to get a sense on the batch profile
Custom Dashboards	Provides you extensive data visualization capabilities
Custom Reports	Allows you to generate custom reports by pre-defining the fields on excel templates.

Collaboration	
Faculty Collaboration	Faculty members can have department-wise placement activity access. Helps them motivate and push students to engage more on the placements front.
User Access Levels	Superset has a built-in user access level configuration option. Allows you to assign custom access level rights at a user level, giving controlled access to your team members

All functionalities/ features listed are indicative in nature, and subject to update/ upgrade from time to time basis best practices and emerging needs of Superset's customer base.



ANNEXURE- II (IMPLEMENTATION & SUPPORT SERVICES)

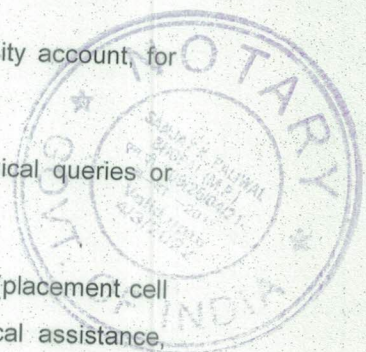
At Superset, we believe that simply providing a system, technology, or platform is not enough. The primary objective should be to ensure successful implementation, adoption, and customer success through on-going personalised support.

To ensure customer success, Superset undertakes following Support Services, which are a part of the Superset license.

- **Initial Setup and Launch:** Upon launch, a dedicated POC would be appointed to the institute from the Superset Customer Success Team, who will guide the placements team through initial setup and configuration.
- **On-site Training:** An Implementation Specialist would be sent to the institute on-site for training and implementation, as one time initial activity [this is currently subject to mobility permissions and guidelines of the government in the COVID-19 pandemic scenario; if guidelines deter travel, all trainings will be done via remote video call sessions]
- **Dedicated Account Manager:** An account Manager will be appointed, who will oversee success of implementation, data-migration and training. And will monitor the institute's continuous progress to ensure successful adoption

Year-long technical and operations support

- **Instant in-app online-chat:** Live chat support feature inbuilt inside the university account, for each user. Support team available via live chat support feature with instant replies.
- **Email Channel for students:** Email Helpdesk for students to post any technical queries or receive assistance, equipped with a ticketing system.
- **Email Channel for institute users:** Separate Email Helpdesk for institute users (placement cell members, administrators, faculty, etc.) to post any queries or ask for technical assistance, equipped with institute wise tracking system.
- **Phone Channel with Account Manager for feature discussions:** Account Manager available via phone call for product or feature discussions.
- **Unlimited Training on-Demand:** Unlimited Training Sessions will be organised remotely via TeamViewer for all users, as required by the placement team.



General Support Services Escalation Matrix

Timing	Maintenance Hours	Nature of Support Services
During Superset's office hours	Mondays to Saurdays – 10 am to 7 pm (except public holidays)	Superset will make available qualified staff to deal with problems arising as a result of Hosted Services or failures as communicated to Superset by online-chat or email. The support shall be provided in terms of the severity level as stated below. In case of lack of response, the Customer can resort to the Escalation Matrix as set out.
After Superset's office hours	All times excluding the above	Best efforts will be made to address issues raised during such hours, in the context of the severity of the issue.

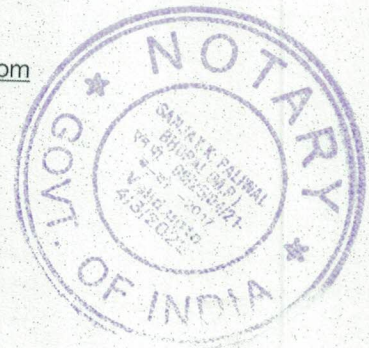
Service Levels

The following response times and fix times shall apply to the Support Services, for the severity level mutually assigned to the event by the Parties.

Fix time is the total elapsed time from the point where the problem is reported to Superset by in-app chat or e-mail to the point where the service resumes.

Emails will be sent to operations@greekturtle.com or operations@joinsuperset.com

The target fix times are based on the severity of the problem, as detailed below:



Severity Level	Definition of Severity	Fix Time (Operations Support)	Fix Time (Bug)
L3	Standard	Within 72 hours	Within one week
L2	Moderate	Within 36 hours	Within 72 hours
L1	Critical	Within 3 hours	Within 3- 5 hours

Uptime of the Hosted Services

99.9% of operational time

Escalation Matrix

Level	Name	Designation	Email	Mobile No.
L3	Prerna Pandey	Product Support Specialist	prerna@greekturtle.com	9742854531
L2	Will be assigned upon launch	University Success Lead	-	-
L1	Pranjal Goswami	Head of Product & COO	pranjal@joinsuperset.com	9902611162

Technical Support for Students

Students will receive technical support from qualified personnel of Greekturtle only by way of email sent to support@joinsuperset.com

The Maintenance schedule and Escalation Matrix do not apply to student support.



**ANNEXURE- III
(PRICING)**

Pricing - Annual License

Pricing Model • The pricing covers the entire corporate engagement cycle of a signed-up student throughout the course (placements, internships, etc.)		
Annual License-Superset Tnpsuite		
No. of Students	Effective per student price	Final Cost (for Year-1)
Total 957 billable Students IMI New Delhi- 777 students 360 students of 2022 batch for internships 397 students of 2021 batch for placements 20 students in Executive program IMI B- 180 students 100 students of 2022 batch for internships 80 students of 2021 batch for placements	₹ 617	₹ 5,90,469
Annual License-Superset CRM (Advanced plan)		
No. of Users	Effective per user price	Final Cost (per Year)
Total 20 billable Users IMI New Delhi: 12 users IMI B- 08 users	₹ 6800 per user per year	₹ 1,36,000

- Prices are exclusive of GST @ 18%
- The minimum billing will be for 900 Tnpsuite Licenses & 20 CRM Licenses
- Additional enrollments above the count of 900 Tnpsuite Licenses & 20 CRM Licenses will be billed on actuals and shall be payable after 90 days from the Date of Activation
- A maximum of 50 unused Tnpsuite user licenses & 5 unused CRM Licenses can be carry forwarded to the next year (2021-22), i.e. Will be provided in the next year without additional cost implications

Estimate on Pricing from Year-2 & onwards (renewal)

Annual License-Superset Tnpsuite Core		
Pricing Model • The pricing covers the entire corporate engagement cycle of a signed-up student throughout the course (placements, internships, etc.)		
No. of Students	Effective per student price	Final Cost (for Year-1)
Total students: 960 Total billable: 500 only IMI New Delhi- 740 students 360 students of 2023 batch for internships 360 students of 2022 batch for placements 20 students in Executive program IMI B- 220 students 120 students of 2023 batch for internships 100 students of 2022 batch for placements	₹ 617 per student	₹ 3,08,500

- Prices are exclusive of GST @ 18%
- The minimum billing will be for 450 Tnpsuite Licenses
- Additional enrollments above the count of 450 Tnpsuite Licenses will be billed on actuals after 90 days from the date of renewal (extension of the Agreement beyond Agreement Term)
- A maximum of 25 unused Tnpsuite Licenses can be carry forwarded to the subsequent year (2022-23)



AGREEMENT FOR AUTOMATED PLACEMENT PLATFORM FOR CAMPUS HIRING

BETWEEN:

International Management Institute having three campuses located at New Delhi,
Kolkata and Bhubaneshwar

registered address at: B-10 Qutub Institutional Area, New Delhi – 110016.

AND

Weblength Infonet Pvt. Ltd.

registered address at B-96, Kasturba Nagar, Bhopal (M.P)



594
5708/2020
50 x 1
748337/614

Smt. Rashmi Paliwal
Stamp Vender
M.P. Nagar, Bhopal

