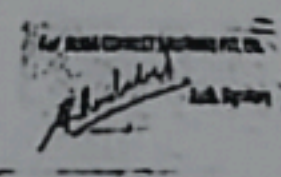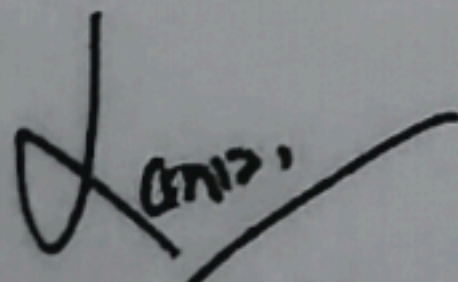# Online Alumni Portal Services Agreement

This Online Alumni Portal Services Agreement (hereinafter refer to as **"Agreement"**) dated **April 01, 2024** is made and entered into by and between **Alma Connect Solutions Pvt. Ltd.,** (hereinafter refer to as 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, New Delhi 110 020 and **COER University** (hereinafter refer to as **"Client"**) having its address at 7th KM on Roorkee Haridwar Road, Rehmadpur, Roorkee 247667 (**Uttarakhand**).

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 affected by the Service Provider, the Service Provider will at all times provide a minimum functioning official alumni networking portal consisting of the features mentioned in **Appendix I**.

c) The customized features which will be provided by the Service Provider for the alumni portal to the satisfaction of the Client include:

- The Clients co-branded logo and photographs

- The landing page being configured on a sub-domain of **almaconnect.com** as per the name of the Client

- 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 Alma Connect.

e) New Features which are developed by the service provider will be given to the client free of cost during the period of subscription.

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

- Name of the Student, Alumni or Faculty

- Batch and Stream of Study at the Client's University/College/Institute

- 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 operationalize 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 utilize the following materials towards co-branding of the official Alumni Portal:

- Logo of the Client provided by the Client
- Name of the Client, if the Client possesses trademark rights over the Name of the Institute/University/College
- Photographs of the Institute/University/College

2.3) Costs and Marketing of the Official Alumni Networking Portal

a) The Client hereby will allow the Service Provider to make online presentations to the graduating batches to familiarize them with the existence and the functionality of the Official Alumni Networking Portal with prior consent of the organization.

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 99 % whereby the Service Provider will give 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 are entered between the Service Provider and the Users.

c) The Service Provider may also provide online support and training, site and campus visits to familiarize prospective Students, Alumni and Faculty as to the Online Alumni Networking platform at his 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 with try to put in resources to its capacity for developing features and versions shall make the portal more useful for the client.

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 maintains 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.

3.2) 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 shall be Rs. 90,000/annum (exclusive of applicable taxes) (Rs. 80,000/annum + Rs.10,000 one time fees).

4.2) The parties also recognize 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. The Service Provider at the end of the year will increase the price by **10%** to accommodate new Student / alumni users and inflation with mutual discussion between both the parties.

4.3) 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. The termination will be the end of the subscription period only. At the time of termination, the service provider will have to provide the existing database of the Official Networking Portal of the client free of cost to the client.

4.4) The service provider may charge for any premium feature that is developed and is utilized by the institute in future. For these premium features, we ask explicit permission of the institute if they want this feature or not and then we go ahead.

4.5) Service Provider shall invoice the client for the Services. The client shall pay the invoices within thirty (30) days from receipt of Invoice from Service Provider.

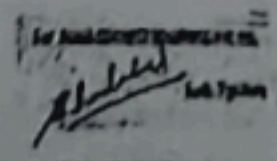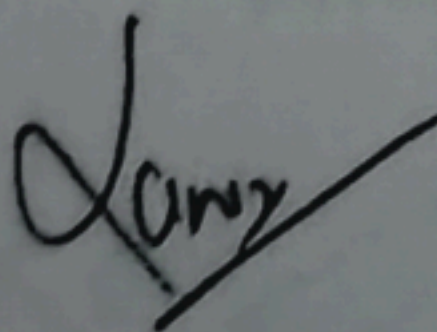## 5) INDEMNIFICATION

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 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) DATA PROTECTION

6.1) Each party (in such capacity, the "Receiving Party") acknowledges and agrees to maintain against the unauthorized 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 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, 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 Date of signing of the contract 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 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 college and also the existing data of client on portal would be returned back in the format that it has been received. At the end of every year the existing data on the portal will be given by the service provider to the client.
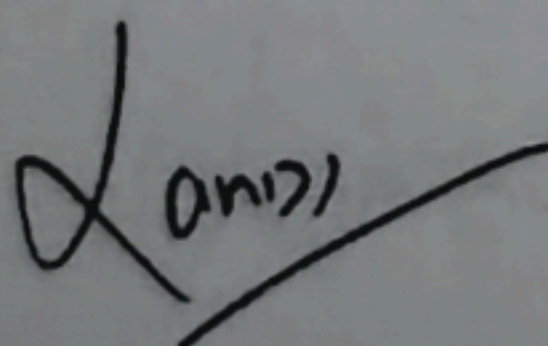
8) GOVERNING LAW AND DISPUTE RESOLUTION

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

8.2 The Courts in 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 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.
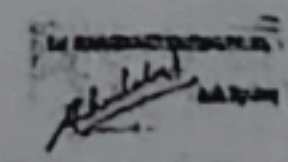
9) Notices

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:

COER University	Alma Connect Solutions Pvt. Ltd.
7th Km on Roorkee Haridwar Road, Rehmadpur, Uttarakhand-247667	E43/1, Okhla Phase 2, New Delhi 110020

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 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.
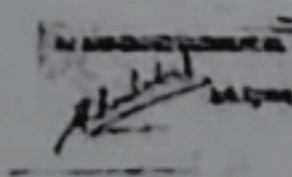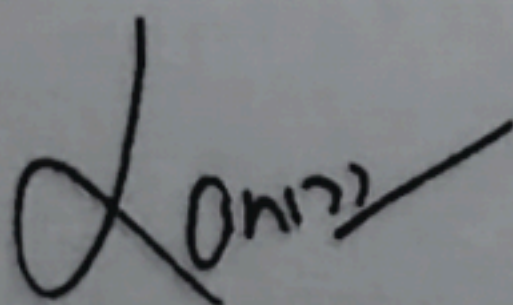
11) Severability

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 parties, 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.
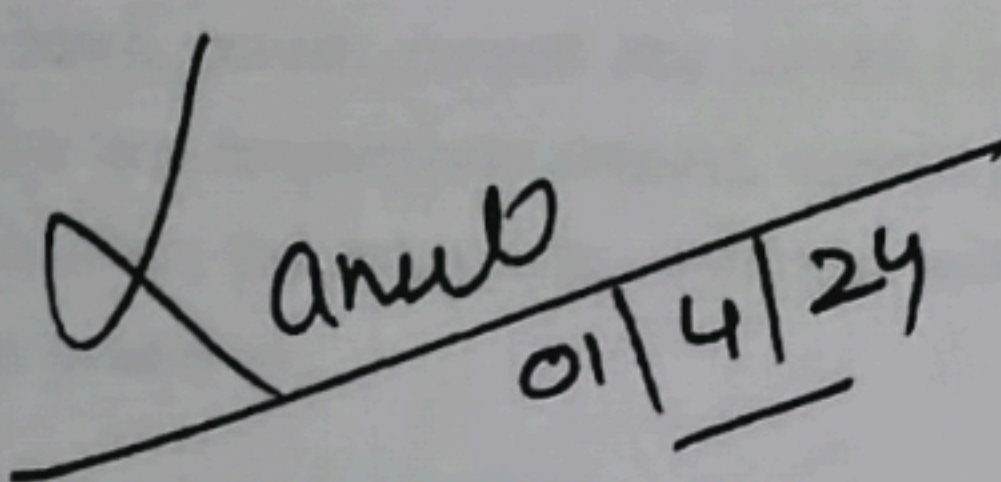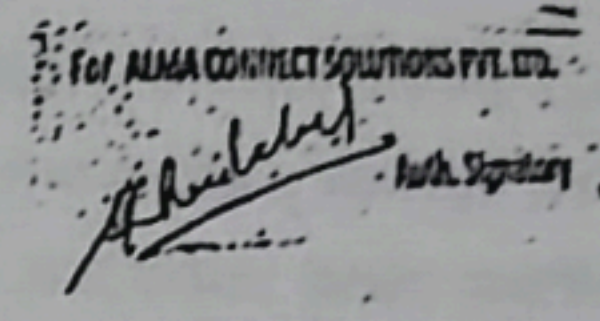
14) Acts or Omissions of Other Party

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.

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 (COER University)	SERVICE PROVIDER (Alma Connect Solutions Pvt. Ltd.)
By (Signature, Date under hand):	By (Signature, Date under hand):
anub 01/4/24 **COER University**	For ALMA CONNECT SOLUTIONS PVT. LTD. Auth. Signatory **Swapnil Khandelwal** CEO, Alma Connect Solutions Pvt. Ltd.

List of Features:

1) Download of Alumni Database

Option to get all the Alumni/ Faculty/ Student information exported as an excel file

2) Options for Alumni, Faculty & Students to Sign Up

Current location and organization mandatory for all users.

3) Invitation System

Auto email invitations, reminders for invitation system available. Alumni data can be imported and invitations can be sent. People can invite their batch mates through Facebook/LinkedIn etc too.

4) Identity Verification During Sign Up

Identity verification can be integrated when someone is trying to sign up through various ways like asking a security question, auto matching with database, college email id verification, manual approval, vouching, etc

5) Profile Management

Name, batch, course, current city, current company, email, mobile, profile history (current and past education and employment details), current picture, college time picture, college nickname, college time activities, groups, privacy settings, notification settings and other basic profile management features available.

6) User Directory (Browse/Search)

Listing of people alongside feature to filter/search people based on batch, course, location, company, education, groups, industry available.

7) Sharing of Information

Information can be shared to any selected set of people. Notifications emails are sent to the selected people. Commenting, like and other basic social networking options available.
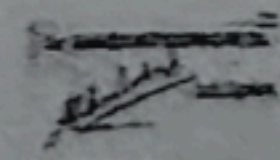
8) Events

An event can be created and invitations can be sent out alongside RSVP and other basic options.

9) Polls

Feature to create a poll with various options like a user can select multiple answers, a user can change his/her answer, deadline for the poll and so on.

10) Private Message

A user can send / receive private messages.

11) Groups Feature Available

Various groups based on interests, professions, locations, activities can be created, people can subscribe to it and information can be sent/discussed with the groups.

12) Memories

Collaboration of pictures. People can request others and upload pictures of events that happened during college in the past.

13) Unlimited Storage of Data

Users can post an unlimited number of files, pictures and links to videos on the platform. Old posts are retained indefinitely and can be reviewed at any time.

14) Alumni Locations

Map view available listing alumni on the world map based on their location. Filters available in the user directory to locate alumni with ease.

15) Mobile App

Both Android and iOS Mobile applications available.

16) News

Links to News Articles/Announcements can be posted on the home page by the admin. Automatic lookout for news articles in major media
a) websites mentioning alumni and their listing.

17) Bots- Auto Feed Curators

There are certain bots that have been created that aggregate posts into broad categories which users can decide to follow/unfollow based on their interests and relevance.

18) Bulk Data Import

Admins can import Alumni & Employee's data via a CSV file at a single go, various fields can be mapped through the CSV itself.

19) Tracking of Alumni

The platform auto-searches for alumni on LinkedIn 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.

20) Data Normalization

We take care of aliasing and data normalization to ensure greater search capability and better organization of data.

21) Forms and Pages

Create new pages having static information and simple forms as per need & specific requirements like salary slip requisition, guest house bookings, etc.

22) Managing of Master Database

Online editing of database with auto-sync functionality with Facebook / LinkedIn

23) Official Accounts (*for Clubs & Departments*)

Provision for departments and offices to create their official accounts on the network & engage with

a) Alumni

24) Admin Controls

A comprehensive Admin Panel available for complete control over the alumni portal

a) Spam Complaint Management
b) Welcome Email
c) Administrators Management
d) Master List Management
e) Membership Request Management
f) Network Settings
g) Bulk Import of Data
h) Placement Tool
i) Create a static Page/Form
j) Delete / Edit any post
k) Make Announcements
l) Send custom emails to custom audiences
m) Get access to basic logs & analytics of the platform
n) See full profile information of any user