



December 23, 2022

Agreement

with

Brahmdevdada Mane Institute Of Technology, Solapur

General Terms & Conditions

This general terms and conditions agreement ("GTC") is entered into between **Brahmdevdada Mane Institute Of Technology, Solapur**, having its registered office at Solapur-Mangalwedha-Kolhapur Highway, Belati, Tal- North Solapur, Dist. Solapur, M.S. - 413002 (hereinafter referred to as "**Customer**") which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its Affiliates, successors and permitted assigns, and **Weblength Infonet Pvt Ltd ("Superset" "Provider")**, which expression shall mean its affiliates, subsidiaries, successors and permitted assigns) having its registered office at B-96, Kasturba Nagar, Bhopal INDIA for the performance of the Services by Superset to the Customer in accordance with and subject to the terms and conditions set forth in the Agreement and herein below.

In the event of a conflict with any Purchase Order or other documents issued by the Client based on this Agreement, the terms of this Agreement shall prevail.

Timelines

This Agreement shall commence on **23 December, 2022** (the "**Effective Date**") and shall remain in effect for a period of **1 year** ("**Term**"), unless terminated earlier in accordance with the provisions of this Agreement. Any deviation/delay that impacts the timelines from the project plan and is not attributable to Superset, shall not constitute a delay by Superset.

General Terms & Conditions

1. Definitions

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 such amounts as may be agreed in writing by the parties from time to time;

"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;

"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;

"Hosted Services" means services provided through "superset" 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 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;

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

"Permitted Use" means providing improved recruitment and hiring services for the benefit of Customer.

"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;

"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.

"Representatives" shall include the employees, consultants, contractors, personnel and affiliates of the Provider.

2. Hosted Services

- 2.1. 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.
- 2.2. The Provider hereby grants to the Customer a worldwide, non-exclusive license to use the Hosted Services for the Permitted Use.
- 2.3. For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
 - 2.3.1. a Force Majeure Event;
 - 2.3.2. a fault or failure of the internet or any public telecommunications network;
 - 2.3.3. a fault or failure of the Customer's computer systems or networks;
 - 2.3.4. any breach by the Customer of this Agreement; or
 - 2.3.5. scheduled maintenance carried out in accordance with this Agreement.

- 2.4. 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.
- 2.5. 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.

3. Maintenance & Support Services

- 3.1. The Provider shall where practicable give to the Customer at least 12 Business Hours prior written notice of scheduled Maintenance Services or an Update 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.
- 3.2. 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 5 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.
- 3.3. In accordance with mutually agreeable terms and conditions, the Provider shall make available to the Customer a helpdesk in accordance with the provisions of this main body of this Agreement.
- 3.4. 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 5 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

4. Charges, Taxes & Payment Terms

- 4.1. The Charges are one time, non-refundable payment for the right to use the Hosted Services for the term of this Agreement.
- 4.2. The payment of the Charges will be due and payable in the manner as set out in this document, Schedule I (Hosted services particulars)

5. Confidentiality

- 5.1. The Customer undertakes to hold any Confidential Information of Provider, including but not limited to commercials of the Hosted Services and feature sets-proprietary or otherwise of the Hosted Services, in confidence and shall not publish, disclose or disseminate, at any time, to any person; or use for any purpose any Confidential Information other than for such purposes as is required to perform the Agreement.
- 5.2. Both Parties shall disclose Confidential Information of the disclosing Party only to its Representatives on a "need to know basis", for the performance of this Agreement and other services of the Representatives and provided that such Representatives are bound by confidentiality obligations which, if not more stringent, are similar to the obligations contained in this Agreement. Further, the receiving Party shall be held solely responsible and liable for any breach of this Section by its employees and consultants and such breach

shall be deemed to be a breach committed by such Party under the terms of this Agreement.

6. Representations

6.1. Each Party represents to the other Parties as follows:

- 6.1.1. they have the authority and are lawfully entitled to enter into this Agreement;
- 6.1.2. they are not under any disability, restriction or prohibition which shall prevent them from performing or adhering to any of their obligations under this Agreement; and
- 6.1.3. they shall comply with all Applicable Laws in the performance of this Agreement.
- 6.1.4. It will not cause or permit anything which may damage or endanger the Intellectual Property Rights of Provider

6.2 Customer shall be liable and responsible for all the obligations, acts and omissions of its personnel under this Agreement.

7. General Provisions

- 7.1. The Customer agrees to be bound by Provider's Terms of Service (<https://joinsuperset.com/terms-of-service.html>) and Privacy Policy (<https://joinsuperset.com/privacy.html>).
- 7.2. 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.

This GTC will be effective upon signature of an authorized representative of both the Parties. This GTC supersedes any and all previous or contemporaneous agreements and understandings with respect to the project of this GTC.

Signed and Delivered by

Brahmdevdada Mane Institute Of Technology, Solapur

by the hands of its Authorized Signatory,



Name: Prof. S.G. Kulkarni
Designation: Vice Principal

Signed and Delivered by **Weblength Infonet Pvt Ltd**

by the hands of its Authorized Signatory,



Name: Naman Agrawal
Designation: Director