

Platinumgate Technologies Private Limited

CIN:U72900DL2018PTC335605

Master Subscription Agreement

Service Provider Name: Platinumgate Technologies Pvt. Ltd

Service Provider Correspondence Address: 659, Second floor, West Parmanand Colony

Delhi 110009

Institute Name: Aditi Mahavidyalaya

Institute Address: Delhi Auchandi Road, Bawana, Delhi 110039

Date of Agreement: 1st Oct. 2021

Duration of Agreement: One Academic Year

For PLATINUMGATE TECHNOLOGIES PVT. LTD.

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Registered Office: 659, Second Floor, West Parmanand Colony, Near Vishal Market, Delhi – 110009.

Site Office: Shaheed Sukhdev College of Business Studies Campus, Dr. K N Katju Marg, Rohini, Sector 16, New Delhi - 110089

This Master Subscription Agreement is made and entered into as of 1st October 2021 By and between Platinumgate Technologies Pvt. Ltd (PGT), an Indian company with office at Delhi and Aditi Mahavidhyalya, an organisation located in Delhi WHEREAS PGT is an Organisation offering services in the form of an online platform for educational institutes AND Aditi Mahavidyalaya, a college of the University of Delhi.

1. Services and Support

- 1.1 <u>Provision of Services</u> Subject to the terms and conditions of this Agreement, PGT is bound to provide the Institute, with the following services:
 - i) Platinumgate Technologies Private Limited are into the service industry.
 - ii) Company is a Startup funded by SSCBS Innovation and Incubation Foundation (SIIF). SIIF is an outcome of Incubation Policy from Govt. of NCT, Delhi.
 - iii) Provide a total solution from Admission to Result for the colleges of the University of Delhi.
 - iv) Subscription period shall start from the day the website goes live.

During the term of this agreement, PGT may make enhancements to the purchased modules and the services and the institute agrees to use the enhanced versions of the modules and the services at no extra cost.

- **1.2 <u>Support Services</u>** PGT shall provide technical and knowledge support services against all the requests made via the authorised channel of the Aditi Mahavidyalaya at PGT.
- **1.3** Rights for use of user Data institute Representations and Warranties The User Data, i.e.the information about the members of the community remains the property of the institute. Data shared at the time of set-up is stored on the servers of PGT and hence, PGT shall take all security measures necessary to meet the industry standards in this context. Institute must have the right to extract the user data. PGT shall commit that the user data shall be managed and handled carefully and shall not be shared with any third party.
- **1.4** Security PGT shall provide for the security of the data created or consumed by all the users. PGT shall also ensure that the user data shall not be leaked to any third party. Institute also understands the importance of maintaining the privacy of user data, hence they shall as well take the necessary measures to protect the same.

For PLATINUMGATE TECHNOLOGIES PVT. LTD.

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2. Payment Terms

- 50% of the Subscription Fees shall be made at the time of signing the agreement.
- Next 50% of Subscription payment shall be made as the platform goes live.
- All the payments are to be made in favour of the 'Platinumgate Technologies Pvt.
 Ltd." Company Account.

3. Term and Termination

- **3.1** <u>Term</u> Unless terminated earlier in accordance with section 3.2. The term of this agreement will be one academic year, subject to periodic renewal.
- 3.2 <u>Terminations</u> This Agreement may be terminated as follows:
 - (i) Institute may terminate this Agreement at any time by notifying PGT in writing stating a reasonable cause for such early termination by giving a notice of at least one month and paying all undisputed fees for the Services for the period upto termination.
 - (ii) Either party may terminate this Agreement immediately by written notice if the other party materially breaches this Agreement and fails to cure its breach after receipt of written notice within
 - (a) 15 days in the case of non-payment of any fees, or
 - (b) 30days in the case of all other breaches.
- 3.3 <u>Effect of Termination</u> Within 28 days of expiration or earlier termination of this agreement as per 3.2, Institute shall pay to PGT all the undisputed fees for the services up to and including the date of termination. Any breach with the terms of this agreement by either party shall be dealt as per Indian Penal Code under the Jurisdiction of Delhi.
- **3.4** <u>Institute Proprietary Data</u>: On the termination of contract, PGT will handover all the data pertaining to the institute in the format desired by the institute within 28 days from termination of contract. And thereafter will not use any of institute proprietary data for any of their own purposes.

4. Proprietary Rights

4.1 PGT Proprietary Rights Exclusive of Institute information, PGT will retain all the rights, title and to the Product, services and the PGT Information and all legally protectable elements or derivative works thereof. Institute also acknowledges that the product is the

For PLATINUMGATE TECHNOLOGIES PVT. LTD.

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property of PGT and is being licensed by the institute for the term of this agreement, hence it permits PGT to take the credit of the same, by placing their logo/name within the services.

- **4.2** <u>Institute agrees that while offering services</u> PGT may acquire skills or knowledge of a general nature required to fulfil the commitments of this agreement. Institute shall not restrain PGT from using such skills or knowledge for any further scope.
- **4.3** <u>Institute's Proprietary Rights</u> Institute will retain all rights, title and interest in and to the legally protected elements of Institute data, Information and derivative works thereof.

The Agreement that is being signed, supersedes all other commitments, negotiations and tems, that have been discussed or agreed beyond this agreement

Platinumgate Technologies Pvt. Ltd.

For PLATINUMGATE TECHNOLOGIES PVT. LTD.

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Aditi Mahavidhyalya

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