

SOFTWARE LICENSE AND SERVICES AGREEMENT

BUTTERFLY INNOVATIONS PRIVATE LIMITED

AND

**COLLEGE OF ENGINEERING PUNE,
PUNE, MAHARASHTRA**

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SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (“**Agreement**”) is made on this **5th day of November 2020** (“**Effective Date**”), by and between

Butterfly Innovations Private Limited, a company duly incorporated under the provisions of the Companies Act, 1956 and having its registered office at 378, Sector 10, Gurgaon – 122001, Haryana (hereinafter referred to as “**Licensor**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) through its Authorised Representative Mr. Hemant Sahal of **ONE PART**;

AND

College of Engineering Pune, an Autonomous Institute of the Government of Maharashtra situated at **Wellesley Rd, Shivajinagar, Pune, Maharashtra 411005**, (hereinafter referred to as the “**Subscriber**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **OTHER PART**.

(The Licensor and the Subscriber, together and collectively for the purpose of this Agreement shall be referred to as the “**Parties**” and individually as a “**Party**”, as the context may require.)

WHEREAS

- A. The Licensor is *inter alia* engaged in the business of developing technology products for educational institutions which include but are not limited to technology products and services related to campus communication and collaboration, management systems, data analytics, market place, and enterprise resource planning.
- B. The Subscriber is the Educational Institution (*as defined hereinafter*).
- C. The Licensor has developed and is the owner of the Platform (*as defined hereinafter*) and owns all rights, title and interest thereto.
- D. The Subscriber is desirous of obtaining from the Licensor the License (*as defined hereinafter*) to use the Platform and avail the Services (*as defined hereinafter*), and the Licensor has agreed to (i) grant a limited, non-exclusive, non-transferable, non-assignable, non-sub-licensable and revocable License to use the Platform during the Term (*as defined hereinafter*); and (ii) provide the Services to the Subscriber, on such terms and conditions as agreed to between the Parties in this Agreement.
- E. The Parties are now entering into this Agreement to document their mutual agreement and understanding regarding the License to use the Platform and providing of the Services.

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

- 1.1.1. **"Affiliate"** shall mean in respect of a Person (**"Subject Person"**), any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person.
- 1.1.2. **"Agreement"** shall mean this Agreement, including the Annexures and attachments hereto and any written agreement between the Parties which is supplementary to or in an amendment of or confirmation of this Agreement.
- 1.1.3. **"Annexures"** shall mean the Annexures to this Agreement as referred to in this Agreement.
- 1.1.4. **"Confidential Information"** shall have the meaning as ascribed to it in Clause 7.1.
- 1.1.5. **"Control"** shall mean the power (including through one or more persons) to direct the management or policies of any Person, whether through the ownership of over 50% (fifty percent) of the voting power of such Person or through the power to appoint more than half of the board of directors or similar governing body of such entity or through contractual arrangements or otherwise.
- 1.1.6. **"Damages"** shall have the meaning as ascribed to it in Clause 8.1.
- 1.1.7. **"Derivative Works"** shall mean revisions, improvements, alterations, adaptations, modifications, translations, abridgments, expansions, reverse engineering or another form of any works in question.
- 1.1.8. **"Dispute"** shall mean any disagreement or claim that arises between the Parties.
- 1.1.9. **"Documentation"** shall mean user guides and other manuals and materials relating to the Platform and/ or the Services, whether distributed in print, magnetic, electronic, video or any other format.
- 1.1.10. **"Educational Institution"** shall mean the educational institution by the name of **College of Engineering Pune** which is currently being operated and managed by the Subscriber.
- 1.1.11. **"Intellectual Property"** shall mean all of the following: (a) Patents Rights; (b) Trademarks, internet domain names and all applications and registrations for the foregoing; (c) copyrights (registered or unregistered) and copyrightable works and registrations,

applications for registration and renewals thereof; (d) mask works and all registrations, applications and renewals thereof; (e) trade secrets and confidential business information; (f) computer software, including without limitation, both source and object code, data, databases, systems and related documentation; (g) processes, formulae, trade secrets, industrial models, designs, database rights, methodologies, technical information, know-how, ideas, concepts, creations, discoveries, utility models, tools, devices, manufacturing, prototypes, compilations, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, teaching techniques, electronic codes, proprietary techniques, proprietary technology, research projects, engineering and technical drawings; (h) all copies and tangible embodiments of the foregoing (in whatever form or medium now known or hereinafter created); and (i) all extensions, renewals, improvements, and derivatives of the foregoing intellectual property from time to time.

- 1.1.12. **“Intellectual Property Rights”** shall mean and include (i) all rights, title and interest under any statute or under common law including in any Intellectual Property or any similar rights, anywhere in the world, whether negotiable or not and whether registrable, trademarkable, copyrightable, patentable or not; (ii) any licenses, permissions and grants in any of the foregoing; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; and (iv) all extensions, renewals, improvements, variations and derivations of each of the Intellectual Property.
- 1.1.13. **“Internal Policy”** shall have the meaning as ascribed to it in Clause 2.3;
- 1.1.14. **“Law”** shall mean any applicable law, rule, regulation, ordinance, order, treaty, judgment, notification, decree, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter, in any jurisdiction.
- 1.1.15. **“License”** shall have the meaning as ascribed to it in Clause 2.1;
- 1.1.16. **“License & Services Fee”** shall have the meaning as ascribed to it in Clause 3.1;
- 1.1.17. **“Missing Subscriber Data”** shall have the meaning as ascribed to it in Clause 10.3 (f).
- 1.1.18. **“Patent Rights”** shall mean a patent or patent application, including all provisional, divisions, continuations, continuations-in-part, reissues, reexaminations, extensions, supplementary protection certificates, and foreign counterparts of any of the foregoing, and the right to file or apply for registration of any invention (whether or not a patent application has yet been filed).

- 1.1.19. **“Person”** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Law.
- 1.1.20. **“Platform”** shall mean the web and mobile applications developed and owned by the Licensor by the name of CollPoll, and includes software programs, Updates/ Upgrades (*as defined below*) thereof provided in object code and/or binary code and all copies and parts of such software programs, regardless of media used, as more particularly described in Annexure I of this Agreement.
- 1.1.21. **“Platform Users”** shall mean the employees and consultants, faculty members (full-time, adjunct, visiting), alumni members, the students and their guardians/parents of the Educational Institution as applicable under the Annexure I. A list of the total number of Platform Users permitted to use the Platform under the License is set out in Annexure III of this Agreement.
- 1.1.22. **“Representatives”** shall have the meaning as ascribed to it in Clause 7.2.
- 1.1.23. **“SDS Company”** shall have the meaning as ascribed to it in Clause 9.2.
- 1.1.24. **“SDS Location”** shall have the meaning as ascribed to it in Clause 9.2.
- 1.1.25. **“Services”** shall have the meaning as ascribed to it in Clause 2.6.
- 1.1.26. **“Subscriber Data”** shall have the meaning as ascribed to it in Clause 9.
- 1.1.27. **“Subscriber Data Server”** shall have the meaning as ascribed to it in Clause 9.1.
- 1.1.28. **“Term”** shall have the meaning as ascribed to it in Clause 10.1.
- 1.1.29. **“Terms and Conditions”** shall mean terms and conditions of use of the Platform which are available at [coep.collpoll.com] and a copy of which has been set out as Annexure IV of this Agreement. The Terms and Conditions may be updated by the Licensor from time to time, during the Term, and such updated Terms and Conditions shall be made available at [coep.collpoll.com], without any prior intimation provided to the Subscriber. Any update to such terms shall not be detrimental to the Educational Institution and shall not be contrary to the terms of this Agreement. In the event of any inconsistency between this Agreement and the Terms and Conditions (as between the Licensor and the Subscriber), the provisions of this Agreement shall have precedence over the Terms and Conditions. The term “Terms and Conditions”, for the purposes of this Agreement, shall be deemed to mean such updated Terms and Conditions and shall be effective from the date of its publishing on October 17, 2018.





- 1.1.30. **“Third Party Purchaser”** shall have the meaning as ascribed to it in Clause 18.
- 1.1.31. **“Trademarks”** shall mean logos, wordmarks, service marks, trade dress, trademarks, trade names, brand names, pictorial representations, graphical representations, designs whether registered or unregistered.
- 1.1.32. **“Updates”** shall mean such updates to the Platform as are listed out in Annexure I of this Agreement.
- 1.1.33. **“Upgrades”** shall mean a new version or new release of the Platform containing additional and/or altered features and functionality compared to the previous version or such specified upgrades as are listed out in Annexure I of this Agreement.

1.2. Interpretation

- 1.2.1. Any reference herein to any Clause or Annexures is to such Clause or Annexures to this Agreement unless the context otherwise requires. The Annexures to this Agreement form part of this Agreement as if expressly set out in the body of this Agreement.
- 1.2.2. Reference to any provision of applicable Law shall include references to any such provision as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include reference to any subordinate legislation made from time to time under that provision.
- 1.2.3. The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.2.4. Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine and feminine genders.
- 1.2.5. The term “directly or indirectly” means directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct or indirect” shall have correlative meanings.
- 1.2.6. The words “include”, “including,” and similar expressions are not expressions of limitation and shall be construed as if followed by the words “without limitation”.
- 1.2.7. The words “hereof”, “hereunder”, “hereto” and words of like import, refer to this Agreement as a whole or to any particular section of this Agreement, as the case may be.
- 1.2.8. References to a number of days shall mean such number of calendar days. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day.
- 1.2.9. References to this Agreement or any other document shall, where appropriate, be construed as references to this Agreement or such other document as amended, restated, varied, supplemented, novated and/or replaced in any manner from time to time.
- 1.2.10. References to “writing” and “written” include any mode of reproducing words in a legible and non-transitory form including electronic communications and facsimile.

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2. LICENSE TO USE THE PLATFORM

- 2.1. Subject to the provisions of this Agreement, the Licensor hereby grants to the Subscriber and the Subscriber hereby accepts a limited, non-exclusive, non-transferable, non-assignable, non sub-licensable and revocable license to use the Platform during the Term (“License”), for the purpose of the Educational Institution. All rights in relation to the Platform not expressly granted herein are reserved with the Licensor.
- 2.2. The Subscriber hereby agrees and acknowledges that the License to use the Platform is valid only for such number of the Platform Users as set out in Annexure I of this Agreement. The Subscriber further acknowledges that any change in the number of the Platform Users shall be effected only with prior written approval of the Licensor and shall be subject to such (i) additional License & Services Fee; and (ii) additional terms and conditions, which will be intimated by the Licensor to the Subscriber, at such time.
- 2.3. The Subscriber hereby further agrees and acknowledges that (i) the use of the Platform shall be subject to the Terms and Conditions of the Platform and such Terms and Conditions will be deemed to be a part of this Agreement; and (ii) it shall, in consultation with the Licensor, frame and adopt an internal policy of the Educational Institution for the use of the Platform by the Platform Users (“Internal Policy”). In case of any conflicts between the provisions of the Terms and Conditions and the Internal Policy, the provisions of the Terms and Conditions shall be applicable.
- 2.4. In the event of any breach by the Subscriber or any of the Platform Users of any of the terms of this Agreement including but not limited to the Terms and Conditions, the Subscriber shall and shall ensure that the Platform Users shall provide to the Licensor all such support and carry out all such actions as may be required by the Licensor, for the rectification of such breach. It is hereby clarified that if any of the Platform User uploads or shares any content or information on the Platform which is in violation of the Internal Policy, but is not in violation of the Terms and Conditions, in such event the Licensor shall remove or modify such content or information only upon written request of the Subscriber.
- 2.5. This Agreement does not convey to the Subscriber any ownership rights in the Platform or any copies thereof, or any right of sublicense, but constitutes only a limited License to use the Platform by the Platform Users in accordance with the terms of this Agreement. The Licensor shall retain all right, title and interest in the Platform and the Derivative Works associated with the Platform.
- 2.6. The Licensor shall also provide to the Subscriber such maintenance services in relation to the use of the Platform by the Subscriber, as per the scope of services set out in Annexure II of this Agreement (“Services”).



3. CONSIDERATION

- 3.1. In consideration for obtaining the License to use the Platform and availing the Services, the Subscriber shall pay to the Licensor, on an annual basis, the amount as prescribed in Annexure III of this Agreement as license and services fee to the Licensor (“**License & Services Fee**”). The Subscriber shall pay the License & Services Fee to the Licensor in the manner and within such time period as detailed in the Annexure III of this Agreement.
- 3.2. In the event of non-payment of the License & Services Fee or any part thereof in accordance with the terms of this Agreement, the Licensor shall, in addition to any other rights hereunder and/or under applicable Law, have the right to revoke the License, discontinue to provide the Services to the Subscriber and terminate this Agreement.
- 3.3. The License & Services Fee specified herein is exclusive of applicable taxes (including goods and services tax), levies, cesses under the applicable Laws and the same shall be payable by the Subscriber in addition to the License & Services Fee.

4. REPRESENTATIONS

- 4.1. Each Party represents to the other Party that:
 - 4.1.1. such Party has full authority and capacity to enter into, execute and deliver this Agreement and to perform its obligations hereunder and, if such Party is not a natural Person, such Party is duly incorporated or organised and validly existing under the Laws of the jurisdiction of its incorporation or organization, having full corporate power and authority to enter into and perform its obligations under this Agreement;
 - 4.1.2. it holds and shall continue to hold all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business, and for compliance with this Agreement; and
 - 4.1.3. execution and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby do not and will not contravene the certificate of incorporation or by-laws of such Party (if applicable) and do not and will not conflict with or result in (a) a breach of or default under any indenture, agreement, judgment, decree, order or ruling to which such Party is a party that would materially adversely affect such Party’s ability to perform its obligations under this Agreement; or (b) a breach of any applicable Law.

5. WARRANTY



- 5.1. The Licensor does not warrant or represent that the Platform will be error-free, provided however that, if it is demonstrated to the Licensor, within 30 (thirty) days from the date on which the Subscriber is provided access to the Platform after the user acceptance testing sign-off as per the Annexure V, that the Platform contains a material error or suffers from a material malfunction, or is otherwise substantially and materially inconsistent with the Documentation accompanying the Platform, the Licensor will use all reasonable endeavours to correct such error/malfunction/inconsistency, at the cost of the Licensor, *provided that*:
- 5.1.1. the Platform has been used at all times properly and in accordance with the Terms and Conditions;
 - 5.1.2. no alteration, modification or addition has been made to the Platform without Licensor 's prior written consent; and
 - 5.1.3. the alleged error, malfunction or inconsistency has been notified to the Licensor within the period specified above.
- 5.2. Any claim of the Subscriber under this Clause 5 shall be notified to the Licensor in accordance with Clause 19 and shall specify, in detail, the nature of the alleged error, malfunction or inconsistency. Upon receipt of such claim, the Licensor shall have the right to test or inspect the Platform accordingly.
- 5.3. Disclaimer of Warranty: THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH BY THE LICENSOR IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, AND THE LICENSOR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USE OF TRADE, AND ANY WARRANTIES WITH RESPECT TO THE PLATFORM INCLUDING BUT NOT LIMITED TO THE QUALITY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PLATFORM FOR ANY PARTICULAR PURPOSE.

6. OWNERSHIP

- 6.1. The Licensor shall retain absolute ownership and all rights, title, benefit and interest in the Platform including all Intellectual Property Rights in relation to the Platform and the Documentation, and the License herein does not in manner whatsoever convey any proprietary, Intellectual Property Rights or other interest therein to the Subscriber. The Subscriber hereby agrees and acknowledges that it has only limited rights to use the Platform in accordance with the terms of this Agreement.
- 6.2. The Subscriber hereby agrees and acknowledges that it shall not, and shall ensure that none of the Platform Users, copy, translate, modify or adapt the Platform, incorporate the Platform, in whole or in part, into any other product, or create any Derivative Works based on all or any part of the Platform, or authorize a third party to do any of the preceding prohibited activities. The Subscriber



further agrees and acknowledges that it shall not, and shall ensure that none of the Platform Users modify, reverse engineer, decompile, disassemble and/or attempt to discover the source code of the Platform.

- 6.3. The Subscriber shall not and shall ensure that none of the Platform Users copy or give any third party access to the Platform and/ or the Documentation, as the case may be, without obtaining prior written consent from the Licensor.
- 6.4. The Subscriber acknowledges and agrees that, in the event, the Licensor is requested by the Subscriber to integrate any third party software or any third party platform (used by the Subscriber), the Licensor shall not be responsible for the operation and/or functioning of such software or application.
- 6.5. The Subscriber agrees not to challenge the Licensor's Intellectual Property Rights or registrations in respect of the Platform and/ or the Documentation, or in respect of any of the Licensor's works or products, in any country and before any forum.
- 6.6. The Subscriber shall not, during the Term of this Agreement or after the expiry or termination of this Agreement, without the prior written consent of the Licensor, use or adopt any name, trade name, trading style or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trademark, trade name, trading style or commercial designation used by the Licensor.

7. CONFIDENTIALITY

- 7.1. Each Party acknowledges that during the Term of this Agreement, the other Party may disclose certain Confidential Information to such Party to further the performance of this Agreement. The term "**Confidential Information**" shall include, but shall not be limited to, classified information, inventions, discoveries, know how, ideas, computer programs, source codes, object codes, designs, algorithms, processes and structures, product information, research and development information, lists of clients, and other information relating thereto, financial data and information, business plans and processes, list of students, all data about the Educational Institution on the Platform and the Platform Users, and any other information that disclosing Party may disclose to receiving Party, or that receiving Party may know by virtue of its position or the circumstances in which it learned it. Confidential Information also includes information obtained by the receiving Party in confidence from third parties, including but not limited to, its subcontractors, consultants, or clients and any other information of a private, confidential or secret nature concerning the disclosing Party whether or not relating to the business of the disclosing Party.
- 7.2. Each Party agrees that during the Term of this Agreement and for a period of 2 (two) years from the date of expiry or termination of this Agreement, it will: (i) only disclose Confidential Information to those of its employees, officers, directors, agents and contractors (collectively "**Representatives**") with a need to know, provided, the receiving Party ensures that such



Representatives are aware of and comply with the obligations of confidentiality prior to such disclosure; (ii) not disclose any Confidential Information to any third party without the prior written consent of the disclosing Party; (iii) not reproduce Confidential Information in any form except as required to perform its obligations under this Agreement; (iv) not publish, reverse engineer, decompile or disassemble any Confidential Information disclosed by the other Party; (v) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (vi) promptly provide the other Party with written notice of any actual or threatened breach of this Clause 7.

7.3. The provisions of the above Clause 7.2. shall not apply to:

7.3.1. disclosure of Confidential Information that is or becomes generally available to the public other than as a result of disclosure by or at the direction of a Party or any of its Representatives in violation of this Agreement; or

7.3.2. disclosure, after giving prior written notice to the other Party to the extent practicable under the circumstances and subject to any practicable arrangements to protect confidentiality, to the extent required under the rules of any stock exchange or by applicable Laws, regulations or processes of any government authority or in connection with any judicial process regarding any legal action, suit or proceedings.

7.4. The receiving Party further agrees that upon expiry or termination of this Agreement it shall not itself or through any subsidiary or agent or otherwise, sell, license, sub-license, market, distribute or otherwise deal with any of the Confidential Information (in whole or in part) except to the extent permitted by the disclosing Party.

8. INDEMNIFICATION

8.1. Each Party shall, at its own expense, defend, indemnify, and hold the other Party and its officers, directors, agents, employees, and consultants harmless for damages, liabilities, claims, direct losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "**Damages**") arising out of or related to any third party suits or claims brought against the indemnified party (i) arising out of or related to the indemnifying party's violation of any applicable Laws, gross negligence, or willful misconduct, or (ii) arising out of breach of any of the representations, warranties, covenants or terms of this Agreement.

8.2. In no event shall either Party be liable to the other Party for any incidental, indirect, remote special, consequential or punitive damages, loss of goodwill or business profits, regardless of the nature of the claim, even if such Party knew or should have known of the possibility of such damages or claims.

8.3. Notwithstanding anything to the contrary contained herein, the aggregate liability of the Licensor and its directors, officers, employees and associates under or in connection with this Agreement



shall in no event exceed the License & Services Fee paid by the Subscriber for the Platform under this Agreement.

9. SUBSCRIBER DATA AND DATA SERVER

- 9.1. The Licensor shall provide the Subscriber with a distinct application server and data server (“**Subscriber Data Server**”) for the purposes of storing the Subscriber Data. It is hereby clarified that the Licensor shall not use the Subscriber Data Server for any other client/customer/subscriber (of the Licensor).
- 9.2. The Parties agree that Virtual Machines will be used by the Licensor for the purposes of storing the Subscriber Data (“**SDS Company**”) and the Subscriber Data Server shall be located in] the best suited location (“**SDS Location**”). Upon any change in the SDS Company or the SDS Location of the Subscriber Data Server the Licensor shall notify the Subscriber within 10 (ten) days of such change.

For the purposes of this Agreement, “**Subscriber Data**” shall mean all relevant data required for functioning of features defined in Annexure IV

10. TERM, TERMINATION AND EFFECT OF TERMINATION

- 10.1. The License herein granted to the Subscriber is on an annual subscription basis and shall be subject to timely payment of License & Services Fee as per the payment schedule set out in Annexure III of this Agreement. This Agreement shall be effective from the Effective Date and shall be valid for an initial period of Five years unless sooner terminated or revoked in accordance with the terms and conditions hereof and the Parties may agree to any renewal/extension beyond the initial period of Three years on such terms and conditions as acceptable to the Parties (“**Term**”).
- 10.2. This Agreement may be terminated in the following ways:
- (a) upon mutual agreement of the Parties;
 - (b) by the Licensor, in the event the Subscriber fails to pay the License & Services Fee in accordance with Annexure III, herein;
 - (c) by a Party, in the event, the other Party commits a material breach of this Agreement (other than as set out in Clause 10.2 (b) above). A breach shall be deemed “material” when such breach remains un-remedied by the defaulting Party within a period of 90 (ninety) days from the receipt of a written notice to the defaulting Party from the non-defaulting Party specifying the relevant breach / default in reasonable detail; and / or
 - (d) by a Party, if the other Party is subject to insolvency, bankruptcy, liquidation, receivership, winding up or administration proceeding filed voluntarily or by a secured creditor or the

appointment of any insolvency professionals or administrator by any court, tribunal or authority.

Provided however that, if a Party is subject to insolvency, bankruptcy, liquidation, winding up or administration proceedings, such Party shall give a written notice of such events to the other Party immediately upon occurrence of such events or initiation of proceedings relating to insolvency, bankruptcy, liquidation, winding up or administration proceedings, as the case may be.

10.3. Upon expiry of the Term under Clause 10.1 or termination of this Agreement as per Clause 10.2:

- (a) the License and all rights, privileges and interest granted hereunder to the Subscriber to use the Platform shall automatically stand terminated;
- (b) all obligations of the Licensor in relation to providing the Services to the Subscriber shall cease;
- (c) the Subscriber shall immediately cease and discontinue, and shall cause all the Platform Users to cease and discontinue, all further use of the Platform;
- (d) the Subscriber shall immediately return all documents, data, facsimiles, literature, articles, and effects whatsoever in connection with the Platform including any materials, made available under this Agreement by the Licensor and the Subscriber shall not retain any copies of any of the foregoing nor make any extracts from the documents made available hereunder and for this purpose, the Licensor shall be entitled to dispatch a representative to inspect any and all the premises of the Subscriber for the purpose of taking possession of any of the foregoing documents, data, articles or effects;
- (e) the Subscriber shall pay all costs and expenses (including pro rata License & Services Fee for the period of use of the Platform) of discontinuing its use of the Platform, and shall not be entitled to claim or receive any compensation, reimbursement or damages from the Licensor, or any of its Affiliates or any other persons in connection with the expiration or termination of this Agreement;
- (f) within 30 (thirty) days of such termination or expiry of the Term, the Licensor shall return the Subscriber Data (as stored on the Subscriber Data Server) to the Subscriber and the Subscriber shall within 15 (fifteen) days of such receipt inspect and confirm in writing to the Licensor that the Subscriber is in receipt of the Subscriber Data and the same is complete. In the event the Subscriber upon inspection of the Subscriber Data returned by the Licensor finds that some data is missing (from such Subscriber Data returned by the Licensor) ("**Missing Subscriber Data**") then the Subscriber shall, in writing, request for the Missing Subscriber Data and the Licensor shall return such Missing Subscriber Data



within 15 (fifteen) days of receipt of such request from the Subscriber. The Parties agree that, upon the receipt of a written confirmation from the Subscriber that the Subscriber is in receipt of all the Subscriber Data, the Licensor shall delete and destroy copies of the Subscriber Data stored by it on the Subscriber Data Server.

- (g) in the event the Licensor is subject to any of the events specified in Clause 10.2(d) and if the Subscriber elects to terminate this Agreement pursuant to Clause 10.2(d), in such case, the Licensor shall refund the *pro-rata* License & Service Fee to the Subscriber for the remaining period of the Term.

10.4. The expiry or termination of this Agreement shall be without prejudice to the rights of the Parties accrued up to the date of such expiry or termination. The exercise by a Party of its termination rights set forth in this Agreement shall not prejudice any other actions or proceedings which the terminating Party may institute against the other Party.

11. DISPUTE RESOLUTION

11.1. Each Party shall first endeavor to settle Disputes amicably among themselves by engaging senior personnel from its management. In case the disputes are not settled mutually, the Courts at Pune, Maharashtra shall have sole and exclusive jurisdiction.

11.2. Notwithstanding anything contained in this Agreement, both Parties acknowledge and agree that the covenants and obligations with respect to the matters covered by this Agreement and set forth herein relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause irreparable loss and injury to the aggrieved Party. Therefore notwithstanding the provisions of this Agreement, either Party shall be entitled to approach any appropriate forums for obtaining an injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate.

12. GOVERNING LAW & JURISDICTION

Subject to Clause 11, this Agreement shall be governed by the laws of India and both the Parties agree that the courts at Pune, Maharashtra shall have the exclusive jurisdiction for resolving any Dispute under or in relation to this Agreement.

13. NON-WAIVER

No admission or delay on the part of any Party hereto in requiring the due and punctual fulfillment by any other Party or Parties hereto of the obligations of such other Party hereunder shall be deemed to constitute a waiver by the omitting or delaying Party of any of its rights to require such due and punctual fulfillment.

14. INDEPENDENT PARTIES

This Agreement is entered into by the Parties on a “principal to principal” basis and the Parties are independent of each other and nothing contained herein is intended to or shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the Parties hereto or their respective representatives and employees or to provide any of the Parties with any right, power or authority, whether express or implied to create any such duty or obligation.

15. CONSTRUCTION

This Agreement sets forth the entire Agreement and understanding between the Parties with respect to the subject matter hereof and merges all discussions and negotiations among them, and none of the Parties shall be bound by any conditions, understandings or representations with respect to such subject matter other than those expressly provided in this Agreement or duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized officer of the Party to be bound thereby. This Agreement supersedes and nullifies all previous arrangements/discussions between the parties in relation to the License of the Platform.

16. COUNTERPARTS

This Agreement shall be executed simultaneously in 2 (two) or more counterparts each of which shall be deemed to be an original but all of which together shall constitute 1 (one) instrument.

17. AMENDMENTS

This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties. Notwithstanding anything contained in this Agreement, the Subscriber hereby agrees and gives its consent to the Licensor to amend the Terms and Conditions of use of the Platform from time to time as the Licensor may deem fit. The Subscriber hereby further agrees and acknowledges that the Licensor shall not be under any obligation to take prior consent of the Subscriber for amending the Terms and Conditions.

18. ASSIGNMENT

This Agreement shall not be assigned by any Party without the prior written consent of the other Party. In the event, during the Term of this Agreement, if the Licensor decides to sell its business and/or assets (including the Intellectual Property Rights in the Platform) to a third party (“**Third Party Purchaser**”), in such case, the Licensor shall ensure that (i) the provisions of this Agreement shall stand assigned as is to such Third Party Purchaser; and (ii) Third Party Purchaser continues to provide services as per the terms of this Agreement to the Subscriber.

19. NON-SOLICITATION

The Subscriber hereby agrees that it shall not employ, solicit or seek to employ, any employee of the Licensor who is involved in the development or use of the Platform for a period of 2 (two) years after the employee's termination of employment with the Licensor, without the prior written consent of the Licensor. Upon breach of this Clause with respect to a particular employee, the Subscriber shall pay to the other Party liquidated damages which shall not be less than what could be of a reasonable estimate of the costs and expenses that the Licensor might have incurred in recruiting, training and maintaining such employee.

20. NOTICES

Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party to which it is sent (i) upon delivery when delivered by hand, (ii) 3 (three) days after being sent, if sent with all sending expenses prepaid, by an express courier with a reliable system for tracking delivery, (iii) when transmitted, if sent by confirmed facsimile, or (iv) 14 (fourteen) days after the date sent, if sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows, or such other address as it shall hereafter designate for this purpose:

In case of a notice to Licensor at:	In case of a notice to Subscriber at:
Attention : Hemant Sahal Address: No 702, 3rd Floor, 6th A Cross Rd, 3rd Block, Koramangala, Bengaluru, Karnataka 560034 Email id: hemant@collpoll.com	Attention: Director's Office Address: College of Engineering Pune, Wellesley Rd, Shivajinagar, Pune, Maharashtra 411005 Email id: director@coep.ac.in

21. FORCE MAJEURE

A Party shall not be liable for any delay or default in the event such Party is unable to perform any of its obligations under this Agreement as a result of natural disasters, pandemic, epidemic, actions or decrees of governmental bodies, communication line failures which are not caused due to the fault of the affected Party, or any other delay or failure which arises from causes beyond a Party's reasonable control and without negligence or willful misconduct of the Party otherwise chargeable with failure, delay or default (hereafter referred to as a "Force Majeure Event"). The Party whose performance has been so affected shall immediately give written notice to the other Party of the facts, which constitute the Force Majeure Event, and shall do everything reasonably possible to resume performance. For the avoidance of doubt, a Force Majeure Event shall exclude any event that a Party could reasonably have prevented by testing, workaround, or other exercises of diligence. If the period of non-performance exceeds 60 (sixty) days from the receipt of written notice of the Force Majeure Event, either Party may by giving written notice terminate the Agreement.

22. SEVERABILITY

It is the intent of the Parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable Laws and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

23. SURVIVAL

Clause 4 (Representations), Clause 5 (Warranty), Clause 6 (Ownership), Clause 7 (Confidentiality), Clause 8 (Indemnification), Clause 11 (Dispute Resolution), Clause 12 (Governing Law & Jurisdiction), Clause 19 (Non-Solicitation), Clause 20 (Notices) and this Clause 23 (Survival) shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorized representatives as of the date first above written.

SIGNED and DELIVERED

By the within named **Butterfly Innovations Private Limited** through its authorized representative



Signature: _____
Name: Hemant Sahal
Title: Chief Executive Officer
Date: 5th November 2020

SIGNED and DELIVERED

By the within **College of Engineering Pune** through its authorized representative

Signature: _____
Name : Dr. BB Ahuja
Title: Director
Date: _____

In the presence of:

Witness 1: _____
S. Kamalanathan
Bangalore
5th November 2020

In the presence of:

Witness 2: _____
Prof. Mukul Sutaone
Deputy Director
COEP.



ANNEXURE - I

Details of the Platform, Documentation and the License

1)	Institution (Structure) Management
a)	Create and Manage University – Institution, Structure, Hierarchy
b)	Create and Manage Academic and Non-Academic Departments
c)	Create and Manage Programmes and Courses offered
2)	Curriculum Management
a)	Manage offered regular and elective courses for different programmes - on web platform
b)	Create and manage – Credits, Instruction Type, Regular/Elective
3)	Comprehensive User Record Management
a)	Create user types – Faculty, Student, Administrator
b)	Update : Personal Information (Name, Email ID, Phone etc.), : Official Information (Department, Programme, etc.)
c)	Manage Account - Deactivate and Activate users
4)	Admission Module
a)	Admins can create new student accounts
b)	Admin can verify document and fill admission form
c)	Admin can set statuses for students
d)	Students to get notification triggers based on the status set by the admission department
5)	Institutional Calendar
a)	Configure and Manage important dates viz.- Holidays, Examinations, Events, Important dates
b)	Reminders on the new and updated status
6)	Admin Privileges
a)	Configurable Module level permissions
b)	Special Privileges viz. – Super Admin, Post Moderation, User Records access
7)	Time Table Management
a)	Manage day/slot wise schedule for each course - on web platform only
b)	Notifications for changes in schedule
c)	Reminders for the upcoming classes
8)	Academic Calendar view
a)	Personalized view for Faculty and Student
b)	Faculty can edit calendar

NKw



9)	CollPoll Classroom [LMS]
a)	Lesson planning for a class and unit planning for a term
b)	Assignment Management [Creation + Online Submission + Grading]
c)	Quiz – Create and manage live quiz for a class
d)	Discussion Groups – Class level booths for discussion
e)	Students list – Faculty view of list of all students in a class
f)	Class Drive – Common Drive space to share resources with all students
g)	Analytics – custom service
10)	Attendance Management
a)	Faculty view to capture attendance with offline support
b)	Student – view real-time attendance status [Cumulative + Detailed]
d)	Attendance admin console – Manage attendance for On-duty, leave etc. [requires special privilege]
e)	Analytics – custom service
11)	Progress Card
a)	Student’s Comparative analysis – wrt. Class highest, class average, personal scores
b)	Restricted view for student and teaching faculty
12)	Examinations Management
a)	Exam Schedule Publishing – Personalized view for students
b)	Seating Arrangement Publishing – Publish today’s seating arrangement hours before the exam
c)	Results Publishing – Student view for own result
13)	Grade Book
a)	Grading schema – Common to institution or custom for each course
b)	Faculty view – Manage scores, save draft, publish scores
c)	Download report (in excel format)
14)	Campus Feed
a)	Posts + Questions + Polls + Notice + Events + Quiz
b)	Multimedia attachments
c)	Advanced settings viz.- Send Notification, Post as designation/name, disable comments [requires special privileges]
d)	Advanced filters for targeting recipients (Set parameters like Grade, quota & Admission type)
15)	Post Moderation
a)	Report any content on Feed [All users]
b)	Review + Take down – Privilege to Moderators [Requires special privilege]
16)	Event Management

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	a) Event Creation – Paid/UnPaid, Registration required/ Not required, No of seats, Speaker, Venue [Creation only on web platform]
	b) Event registration and ticketing – M-tickets, Online payments, Individual/team registrations
	c) Participant Attendance
	d) Notifications and reminders for registered events
17)	E – Notices
	a) Digital notice -with Title, Reference number, Description and Multimedia Attachments
	b) Request acknowledgement – Pinned to the top of feed till acknowledged
	c) Acknowledgement Analytics - total views, total acknowledgement
	d) Enable/disable comments
	e) Targeted notices – Notices to specific groups like SC/ST quota, scholarships, resident students
18)	Internal Quality Assurance Cell – IQAC
18.1)	Faculty Feedback
	a) Multiple questions (subjective & objective) creation - custom service
	b) Configure the target audience and answer visibility - custom service
18.2)	Survey Tool
	a) Polls - on web platform, android app and iOS app
	b) Multiple questions Creation on - on web platform only, view - on web platform, android app and iOS app
	c) Anonymous report downloads - on web platform only
19)	Alerts + Reminders (on web platform, android app and iOS app)
	a) Class Schedule
	b) Holidays
	c) Assignments
	d) Examination + Seating arrangement details
	e) Campus Events
	f) Campus Help Center
	g) Fees Payment
20)	Clubs and Chapters
	a) Manage – Members, Office bearers
	b) Organize activities/events
	c) Share information with members
21)	Booths
21.1)	Manage – Members and office bearers
	a) Request for joining booths
	b) Follow booths

MLW

(Signature)

21.2)	Manage communication style
a)	Only Office bearers can post (e.g. – Institution Notice)
b)	Only office bearers can view the posts (e.g. – Meeting with counselor)
c)	All members can interact
22)	CollPoll Drive
a)	Files and Folder management – on web platform only
b)	Saving of shared materials - on web platform, android app and iOS app
c)	Search in Drive – on web platform only
23)	Student E-portfolio
a)	Student [Academics + Extra-curricular + Admin] - on web platform only
24)	Faculty E-portfolio
a)	Faculty [Education + Industry Experience + Research] - on web platform only
25)	Staff E-portfolio
a)	Staff [Education + Experience + Research] - on web platform only
26)	CollPoll Search
a)	Search User, Posts, Events, Questions, Notices - on web platform, android app and iOS app
b)	Institution Policy, Documents etc. - on web platform, android app and iOS app
28)	Post admission pre-joining student – Interaction Platform
a)	Administrative updates
b)	Induction details
29)	Tutor/Proctor/ Mentor/ Faculty Buddy Program - on web platform, android app and iOS app
30)	Fee Management Module
a)	Modular fees structure for department, programme and batch year
b)	Option to edit fees for a student
c)	Option for students to pay fees online or record Fee payment at bank
31)	Placement/Career Services
31.1)	Placement Office
a)	Create and manage Organizational Database – on web platform only
b)	Create and manage Opportunity Creation – on web platform only
c)	View applicants list, Update Application Status
d)	Add an applicant to an opportunity
e)	View and Manage student Registration status with Placement office

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31.2)	Students
a)	Registration with Placement office – Registered, Not-registered, Debarred
b)	View of all, eligible/not eligible opportunities + Application form for eligible opportunities
c)	My applications – View of all opportunities applied
31.3)	Analytics and Reports
a)	Vision – Realtime view of all opportunities, applications, offers rolled out
b)	Download reports in excel format
32)	Workflow: Campus Help Center
a)	Digitize different campus workflow
b)	Customized workflow to support – escalation, direct interaction between requester and resolver
c)	Raise a request anonymously (e.g. grievance, anti-ragging etc.)
d)	Analytics and reports on the offered services
33)	Fee Reminder Management
a)	Custom Notification to defaulters - on web platform only
b)	Reminders to Specific set of Students - on web platform only
34)	Hostel Management
a)	Make provisional and confirmed allotments of rooms
b)	Streamline check-in, checkout process
c)	Manage Hostel Payments
d)	Hostel helpdesk [using Campus Help center]
e)	Manage Hostel Infrastructure [Using Infrastructure Management]
35)	Infrastructure Management and Venue Booking
a)	Reserve and approve booking of all kinds of infrastructure
b)	Manage and maintain all infrastructure using console
c)	Infrastructure pages to show infrastructure details to internal campus stakeholders
36)	Hostel Canteen Automation
a)	Display contextual mess menu of the day – for mapped mess
b)	Generate coupon code for meal
c)	Digitized – Mess usage (meals consumed) with coupon capturing for plate issuance
d)	Feedback on each meal availed
e)	Custom Analytics and Reports (Daily, weekly, Monthly)
37)	Cashless Campus - Payments
a)	Event registrations and Venue bookings
b)	Library Payments
c)	Cafeteria/Mess coupons

Nh

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d)	College Fests payments
e)	Stationary shop, photocopy shop
f)	Souvenir shop
g)	Custom cost center and items - on demand

Server Details:

Storage, Application Server and Database Server as per PO

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ANNEXURE II
Details of the Services

Details of Services	
SNo	Title
1	Product Configuration & Delivery
1.1	Templates for Data Collection
1.2	Transforming and Preparing the Data
1.3	Creating the Cloud Instance for the institution
1.4	Loading the Data on the Platform
1.5	Instance Customization
1.6	Feature Toggles
3	User Adoption and Engagement
3.1	Training Delivery Methods - Web Based Training and Instructor Led training on Campus
3.2	User type specific product feature demonstration
3.3	Institution department specific User Adoption and Engagement Activities
4	Support
4.1	In-App Support
4.2	Phone Call Support [For Administrators and Faculty only]
4.3	WhatsApp Support Channel
4.4	Email Support
5	Maintenance of Software

ANNEXURE III

Schedule of License & Services Fee

Payment: Unless specified otherwise by Licensor in writing, Customer's payment is due within 30 days from date of invoice. Late payment is a material breach of Customer's obligation, upon which Licensor may suspend Product Delivery and Service performance. Customer will pay to Licensor all reasonable costs and expenses for collection of overdue amounts, including legal fees. Customer must notify Licensor in writing of any disputed invoice within 15 days of invoice receipt or its right to dispute the invoice will be deemed waived. Customer will pay Fees as invoiced regardless of any warranty claim.

Name/Description	Cost to Educational Institution (INR)	Payment Schedule
One-time Configuration and Setup Cost	1.00 (One)	--
Server Costs	On Actuals	Monthly

Bank Details

Beneficiary: Butterfly Innovations PVT LTD
Bank Name: Yes Bank Ltd
Branch Address: Jayanagar
Current A/c No: 019784000000411
IFSC Code: YESB0000197



Annexure IV

COLLPOLL USER TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 This page sets out the terms and conditions (the “**User Terms**”) and the privacy policy (the “**Privacy Policy**”) which govern the use of the web platform[coep.collpoll.com] and “**CollPoll**” application for mobile and handheld devices (collectively hereinafter called as the “**Platform**”), each of which you shall be deemed to have read, understood and consented to of your free will.
- 1.2 The Platform is owned and operated by Butterfly Innovations Private Limited (hereinafter referred to as “**we**”, “**us**”, or “**Company**”). The Company is a private limited company registered under the Companies Act, 1956, bearing registration number U74900HR2013PTC050006 and having its registered office at 378, Sector 10, Gurugram, Haryana - 122001. “**CollPoll**” is a registered trademark of the Company.
- 1.3 The User Terms and the Privacy Policy are between the Company and registered users of the Platform (hereinafter referred to as “**you**”, “**your**” or “**User**”) and describe the terms on which the Company offers you access to the Platform and the services availed through use of the Platform (the “**Services**”).
- 1.4 We reserve the right to modify/update the whole or any part of the User Terms and/or Privacy Policy at any time without providing prior notice to you. It is your responsibility to review the User Terms (including the Privacy Policy) periodically for modifications/updates. Your continued use of the Platform will mean that you accept and agree to be bound by such modified/ updated User Terms (including Privacy Policy). As long as you comply with the User Terms and Privacy Policy, we grant you a personal, non-exclusive, non-transferable, and limited privilege to enter and use the Platform.
- 1.5 The User Terms are an electronic record in terms of the Information Technology Act, 2000, the applicable rules thereunder (as amended from time to time) and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000 and are published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011. This electronic record is generated by a computer system and does not require any physical or digital signature.
- 1.6 While the User Terms will apply to your use of the Platform, there may be additional terms (such as the terms imposed by the educational institution you are associated with, mobile application stores like Apple's iTunes, Android's Play Store, Microsoft's store from time to time) which will govern the use of the Platform. These additional terms to the extent applicable are hereby deemed to be incorporated in the User Terms and Privacy Policy by way of reference.

2. BINDING CONTRACT

- 2.1 The User Terms along with the Privacy Policy constitute the entire contract between the User(s) and the Company with respect to the Services (or any of them), superseding any prior written or oral contracts in relation to the subject matter herein. By clicking I agree, you signify your acceptance of the User Terms and Privacy Policy which takes effect on the date on which you install, browse and/or



use the Services (or any of them), and create a legally binding arrangement to abide by the same. By accepting the User Terms and Privacy Policy, you also accept and agree to be bound by Company's policies, as amended, from time to time.

2.2 PLEASE READ THE USER TERMS AND PRIVACY POLICY CAREFULLY BEFORE USING THE PLATFORM OR ACCESSING ANY SERVICE. IF YOU DO NOT AGREE WITH THE USER TERMS AND PRIVACY POLICY, PLEASE DO NOT USE THE PLATFORM.

3. ELIGIBILITY FOR USE

- 3.1. The use of the Services is available only to those individuals and body corporates who can enter into legally binding contracts under applicable law.
- 3.2. If you are a minor i.e. under the age of 18 (eighteen) years but at least 13 (thirteen) years of age or above you may use the Platform either under the supervision of (i) authorized representatives of the educational institution you are associated with and which has agreed to be bound by the User Terms and Privacy Policy; or (ii) your legal guardian.
- 3.3. By using the Platform you warrant and confirm that you have the legal right, authority and capacity to enter into and be bound by the User Terms and the Privacy Policy.

4. USER ACCOUNTS

- 4.1. Based on the information and data received from the educational institution you are associated with, the Company will provide you with a pre-registered account for the Platform.
- 4.2. The Company will provide you access to your pre-registered account by either sharing (i) the login ID and password; or (ii) a unique one-time registration code. In the event you are provided with a unique one-time registration code, you will be required to login to the Platform by using the unique one-time registration code and create a login ID and password for your account.
- 4.3. If you are a student, you can also access your pre-registered platform account by providing your personal details to the support team of the Company and upon verification the support team of the Company will provide you access to your pre-registered Platform account.
- 4.4. Once you login to your pre-registered Platform account by using the login ID or the unique one-time registration, provided by the Company, or by assistance of the support team of the Company, you are required to verify the pre-filled information and complete the information missing from your pre-registered account page.
- 4.5. You agree and confirm that you shall (a) provide accurate, truthful, current and complete information while logging in to your pre-registered account; and (b) in all your dealings through the Platform (i) maintain and promptly update your account information; (ii) maintain the security of your account by not sharing your password with others and restricting access to your account and your device; (iii) promptly notify the Company if you discover or otherwise suspect any security breaches relating to your account or the Platform; and (iv) take responsibility for all activities that occur under your account and accept all risk of unauthorized access to the same.
- 4.6. The Company reserves the right (but shall not be obliged) to confirm and validate the information and other details provided by you or the educational institution you are associated with in the course



of your use of the Platform. If upon such confirmation any detail furnished by you are found or are reasonably believed, to be inaccurate, false, misleading or fraudulent, the Company shall, in its sole discretion, have the right to debar you from using the Services without any intimation to you and the Company assumes no responsibility and shall not be liable for, any such act on its part.

5. SUBMISSION OF INFORMATION

- 5.1. The Company authorizes you to access the Platform solely for the purpose of using the Services.
- 5.2. By clicking the I agree option, you hereby authorize the Company to (i) use information related to you, which submitted by you or is procured by the Company from the educational institution you are associated with, to contact you, (ii) maintain a record of your queries, visit of the Platform, and/or feedback, and (iii) share information related to you with the third party service providers which provide services to the users on the Platform and which have been approved by the educational institution you are associated with upon your prior intimation.
- 5.3. You shall not post any content or information which is false, deceptive, misleading, deceitful and/or is in breach of these User Terms or any of the policies of the educational institution you are associated with.
- 5.4. For certain function of the Services, such as reviewing and tracking your use of the Services or to provide effective Service through the Platform, you may be required to provide your name, age, mobile or phone number, and/or address; without limiting the generality of foregoing, you are required to provide accurate and complete information.
- 5.5. The Company reserves the right, at its sole discretion, to suspend your ability to use or access the Platform (or a part thereof) or the Services at any time while the Company investigates complaints or alleged violations of the User Terms or the Privacy Policy. Further, it shall also have the ability to prohibit or restrict you from using the Platform if the Company, in its opinion, feels that you are misusing the Platform in any manner whatsoever.

6. USER COVENANTS

- 6.1. By using any of the Services you agree and acknowledge that:
 - (i) You will use any or all of the Services provided by the Company only for the purposes that are permitted by and are in accordance with (a) the User Terms and Privacy Policy, (b) any applicable law, and (c) internal policies of the educational institution you are associated with, and not for any fraudulent purposes or with a view to causing nuisance, annoyance or inconvenience.
 - (ii) All the calls made to the Company may be recorded by the Company for quality and training purposes.
 - (iii) You are solely responsible for any breach of the User Terms and Privacy Policy and for the consequences resulting from such breach (including any loss, damage or expense suffered or incurred by the Company or its affiliates/business partners/vendors).
- 6.2. As mandated by Regulation 3(2) of the Information Technology (Intermediaries Guidelines) Rules, 2011, and to the extent it is applicable to the User Terms and Privacy Policy, the Company hereby informs you that you are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:



- (i) belongs to another person and to which you do not have any right;
- (ii) is harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, racial, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- (iii) harms minors in any way;
- (iv) infringes any patent, trademark, copyright or other proprietary rights;
- (v) violates any law for the time being in force;
- (vi) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (vii) impersonates or defames another person;
- (viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (ix) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting to any other nation; and
- (x) is in violation of any of the internal policies of the educational institution you are associated with.

6.3. You are also prohibited from:

- (i) violating or attempting to violate the integrity or security of the Platform;
- (ii) transmitting any information on or through the Platform that is disruptive to the provision of the Services provided by the Company;
- (iii) intentionally submitting on the Platform any incomplete, false or inaccurate information;
- (iv) making any unsolicited communications to other users of the Platform;
- (v) attempting to decipher, decompile, disassemble or reverse engineer any part of the Platform;
- (vi) copying or duplicating in any manner any of the information available on the Platform; and
- (vii) framing or hotlinking or deep linking any contents from the Platform.

6.4. The Company, upon obtaining knowledge by itself or having been brought to actual knowledge by an affected person in writing or through email about any such information as mentioned in clause 6.2 and/or clause 6.3 above, shall be entitled to disable such information that is in contravention of clause 6.2 or clause 6.3 and the Company shall be entitled to preserve such information and associated records for production to governmental authorities for investigation purposes. If any information, document or content posted by you is in violation of any internal policy of the educational institution to which you are associated with, such information, document or content may be removed by the Company only upon written authorization from such educational institution in this regard.

7. THIRD PARTY SERVICES AND INFORMATION

7.1. The Company may, upon mutual agreement with the educational institution you are associated with, provide information on the Platform regarding third party website(s), mobile applications, affiliates

or business partners and/or contain links to their websites. Such information and links are provided solely for the purpose of your reference. The Company is not endorsing third party material on the Platform, is not responsible for any errors and representation relating to such third-party material, and is not associated with such third party material, and you shall access these third party websites at your own risk. Further, it is up to you to take precautions to ensure that whatever links you select or software you download from the Platform, other than such software which are developed by the Company, is free of such items such as, but not limited to, viruses, worms, trojan horses, defects and other items of a destructive nature.

- 7.2. Upon mutual agreement with the educational institution you are associated with, the Platform may also host services which are provided by third parties (“**Third Party Services**”) or provide options to its Users to use Third Party Services through the Platform. In such cases, you agree that you shall be subject to adhere to the terms and conditions of the Third Party Services framed by the third party service providers (“**Third Party Providers**”).
- 7.3. If you choose to avail the Third Party Services and you are required to make any payments to the Third Party Providers for such Third Party Services through the Platform, you agree and acknowledge that the payment terms of the Third Party Providers will be applicable to such transactions. While, the Company may provide or arrange for technology infrastructure to carry out transactions for Third Party Services through the Platform, the Company shall not be responsible to you for any of the Third Party Services.

8. RESPONSIBILITIES OF THE COMPANY

- 8.1. While the Company endeavours to provide best Services and technology support at all times, however, the Company assumes no responsibility, and shall not be liable for, any damages caused by viruses, trojans or any other form of malware, adware and other malicious programs that may infect your computer system, mobile phone or any hardware or software used by you to access or use the Platform and which may have an adverse impact on your experience of browsing the Platform. You are expected to use adequate anti-virus software and firewalls in your device to guard against possible attacks by all kinds of malicious software.
- 8.2. The Company regularly undertakes feedback of the users relating to the use of the Platform and Services and the Company endeavours to improve the Platform and Services basis on such feedback at regular interval. However, the Company does not assure that feedback of all users will be accommodated while performing changes to the Platform and the Services.
- 8.3. The Company shall be responsible to retrieve your information or data if such information or data is lost from the Platform due to reasons solely attributable to the Company. However, the Company shall not be responsible in any manner for any direct, indirect, special or consequential damages, caused/arising out of any loss of your information or data provided to the Company due to (i) your non-compliance with these User Terms and Privacy Policy; or (ii) reasons attributable to third party service providers which are providing Platform related services to the Company.
- 8.4. In the event you are facing any issues relating to the Services or the Platform, you should reach out to the technical support team of the Company using in platform support tool or by sending an email at support@collpoll.com.

9. REPRESENTATION AND WARRANTIES

9.1. The Company makes no representation or warranty that:

- (i) the Services shall meet the User's requirements and shall be to the satisfaction of the User;
- (ii) access to the Services will be uninterrupted, timely, error-free, free of viruses or other harmful components; and
- (iii) the information available on the Platform is correct, accurate or otherwise reliable at all times.

10. LIMITATION OF LIABILITY

10.1. The Company shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of any of the Services.

10.2. In the event of a technical issue arising due to reasons solely attributable to the Company, the Company shall resolve such issue within a reasonable time period from the day when such issue is brought to the notice of the Company. However, the Company shall not be liable for any damages, liability or losses arising out of: (i) your use of or reliance on the Services or your inability to access or use the Services due to your non-compliance with these User Terms and Privacy Policy; or (ii) any transaction or relationship between you and any Third Party Provider; or (iii) defaults of any third party service providers which are providing Platform related services to the Company; or (iv) any event that is beyond our reasonable control and shall include, without limitation, sabotage, fire, flood, explosion, act of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to your mobile or storage device, crashes, breach of security and encryption. In no event shall the Company's total liability to you in connection with the Services for all damages, losses and causes of action exceed per user subscription fee received by the Company for that relevant financial year from the educational institution you are associated with.

10.3. We have taken all reasonable steps to prevent internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the unlikely event of a breach in our secure computer servers or those of third parties.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. The Company is the sole owner or licensee of all intellectual property rights in the Platform, and the materials/contents published therein (excluding the materials and contents published or uploaded by the users of the Platform).

11.2. Copying, storing, distributing, transmitting or otherwise modifying any content on the Platform other than for your personal, non-commercial use is prohibited and shall amount to an infringement of the intellectual property rights of the Company or the relevant licensor(s) under applicable laws. If you print off, copy or download any part of the Platform in breach of the User Terms, your right to use the Services will cease immediately and you must, at your option, return or destroy any copies of the materials you have made.

11.3. All rights not otherwise claimed under the User Terms and Privacy Policy are hereby reserved.



- 11.4. We accept no responsibility for any errors or omissions, or for the results obtained from the use of the information available on the Platform. All information provided on the Platform is provided "AS IS" with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for any particular purpose. Nothing herein shall to any extent substitute for the independent investigations and the sound technical and business judgment of the User(s).

12. CONSENT TO ELECTRONIC COMMUNICATIONS AND TRANSACTIONS

By clicking the I agree option, you consent to receive communications, notices and information from us electronically, whether sent by e-mail or through other electronic means. Electronic communications shall be deemed to have been received by you when we send the electronic communication at the email address/mobile number provided by you and maintained in our records, or when we post the electronic communication on the Platform. Further, you agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

13. DISCLAIMER

- 13.1. The User agrees and acknowledges that the use of the Platform and the Services is at the sole risk of the User and that the Company provides the Services "AS IS" and without any warranty or condition, whether express, implied or statutory. The Company specifically disclaims all representations and warranties of any kind, whether express or implied as to the merchantability, suitability, quality and fitness of the Platform and the Services for any particular purposes and the same are excluded to the fullest extent as may be permitted under applicable law.
- 13.2. The contents of the Platform are for general information purposes only. Due to the vagaries that can occur in the electronic distribution of information and due to limitations inherent in providing information obtained from multiple sources, there may be delays, omissions, or inaccuracies in the content provided on the Platform or delay or errors in the functionality of any or all of the Services. While the Company endeavours to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability thereof for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- 13.3. Through the Platform you may be able to access other websites and/or mobile applications. Such websites and/or mobile applications are not under the control of the Company. We have no control over the nature, content and availability of those sites/mobile applications. The inclusion of any such links does not necessarily imply a recommendation or endorse the views expressed therein. We reserve the right to disable such access to other websites and/or mobile applications, although we are under no obligation to do so.
- 13.4. The Company periodically conducts scheduled maintenance and upgradation exercises for the Platform which may impact the performance of the Platform and some functions and features may not be fully operational during those periods. Such maintenance and upgradation exercises will be conducted with prior notification to you.



- 13.5. While every effort is made by the Company to keep the Platform up and running smoothly, however, the Company takes no responsibility for, and will not be liable for, the Platform being temporarily unavailable due to technical issues beyond our control.
- 13.6. You acknowledge and agree that at no time are we making any representation or warranty regarding any goods provided by a Third Party Provider nor will we be liable to you or any such Third Party Provider for any consequences or claims arising from or in connection with the goods provided by such Third Party Provider. You hereby disclaim and waive any rights and claims you may have against us with respect to goods or services of a Third Party Provider.
- 13.7. In no event will we or our employees, affiliates, authors or agents be liable to you or any third party for any decision made or action taken by your reliance on the contents on the Platform.
- 13.8. You understand and agree that the use of the Services does not include the provision of a computer or mobile device or other necessary equipment to access it. You also understand and acknowledge that the use of the Services requires internet connectivity and telecommunication links. You shall bear the costs incurred to access and use the Services and we shall not, under any circumstances whatsoever, be responsible or liable for such costs.

14. CHOICE OF LAW AND DISPUTE RESOLUTION

The User Terms, the Privacy Policy and your use of the Platform shall be governed by, and construed in accordance with, the laws of India, including without limitation the Indian Contract Act, 1872, Information Technology Act, 2000 and the rules, regulations, guidelines and clarifications framed thereunder (including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 and the Information Technology (Intermediaries Guidelines) Rules, 2011) and without reference to principles of conflicts of law. The courts or tribunals at Pune shall have exclusive jurisdiction over any dispute arising from or relating to the User Terms, Privacy Policy, or your use of the Services. You expressly consent to the jurisdiction of the said courts/tribunal and irrevocably waive any objection now or in future, to such jurisdiction based on forum non convenience or any other basis.

15. INDEMNITY

You agree to defend, indemnify and hold harmless the Company, its affiliates, independent contractors, service providers, consultants, licensors, agents and representatives, and each of their respective directors, officers and employees, from and against any and all claims, losses, liability, damages, and/or costs (including, but not limited to, reasonable attorney fees and costs) arising from or related to (a) your access to or use of the Platform; (b) your violations of the User Terms; (c) your violation of any rights of any third party, including infringement of their intellectual property right; and/or (d) your conduct in connection with the Services.

16. SEVERABILITY

If any provision of the User Terms, including the Privacy Policy is deemed invalid, unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from the User Terms and shall not affect the validity and enforceability of any of the remaining provisions.

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17. GENERAL CONDITIONS

- 17.1. We do not own, sell, resell, furnish, provide, prepare, manage and/or control any Third Party Provider or the goods or services provided by such Third Party Provider.
- 17.2. We may subcontract any part or parts of the Services that we provide to you from time to time and we may assign or novate any part or parts of our rights under the User Terms and Privacy Policy without your consent or any requirement to notify you.
- 17.3. Users shall not collect or harvest any personally identifiable information from the Platform, use communication systems provided by the Platform for any commercial solicitation purposes, solicit for any reason whatsoever any users of the Platform with respect to their submissions to the Platform, or publish or distribute any vouchers or codes in connection with the Platform, or scrape or hack the Platform.
- 17.4. No delay or failure on our part to enforce our rights or remedies under the User Terms and Privacy Policy shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
- 17.5. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof shall not apply.
- 17.6. All dealings, correspondence and contacts between us shall be made or conducted in the English language.

18. COMPLAINTS

We are committed to provide the excellent user experience. Therefore, we attend to User complaints with diligence. We aim to respond to your complaints within 7 working days. All complaints and feedback should be addressed to the following email ID support@collpoll.com.



PRIVACY POLICY

1. INTRODUCTION

The Company understands and recognizes your right to confidentiality and is committed to protecting and preserving your privacy. The Privacy Policy forms an integral part of the User Terms. Subject to the provisions of this Privacy Policy and applicable law, the Company may collect, receive, store, deal in, handle and share Personal Information (*as defined hereinafter*) including Sensitive Personal Data (*as defined hereinafter*) pertaining to the Users of the Platform. The Company is committed to safeguarding the privacy, confidentiality and security of such Personal Information of the Users. The Privacy Policy outlines the information the Company may process and/or use to improve the User experience while using the Platform. Pursuant to such commitment, the Company has developed the Privacy Policy for the handling of or for dealing in the aforementioned information. Reference to 'you' in the Privacy Policy refers to the Users of the Platform.

2. DEFINITIONS

2.1 For the purposes of this Privacy Policy,

- (a) **"Force Majeure Event"** shall mean any event that is beyond our reasonable control and shall include, without limitation, sabotage, fire, flood, explosion, act of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to your mobile or storage device, crashes, breach of security and encryption.
- (b) **"Personal Information"** means any information relating to the Users which, either directly or indirectly, in combination with other information available or likely to be available with the Company, is capable of identifying such Users and includes Sensitive Personal Data (*as defined below*) of the User.
- (c) **"Sensitive Personal Data"** in relation to a User means personal data or information of a User which consists of information relating to:-
 - (i) password;
 - (ii) financial information such as bank account or credit card or debit card or other payment instrument details;
 - (iii) physical, physiological and mental health condition;
 - (iv) medical records and history;
 - (v) biometric information;
 - (vi) any detail relating to the above clauses as provided to the Company for providing service; and

- (vii) any information received under the above clauses by the Company for processing, or stored or processed under lawful contract or otherwise:

provided that, any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as Sensitive Personal Data or Personal Information for the purposes of this Privacy Policy.

- (d) “**Third Party**” refers to any person or entity other than you or us.

All capitalized terms used but not defined herein shall have the meaning as assigned to it under the Terms of Service.

3. USER PROVIDED INFORMATION

The Company obtains the information you provide when you download, register, or use the application or services or products of the Company (including the Platform). When you register with the Company or use the Platform, you generally provide (a) your name, age, email address, phone number, academic details, residential address and password; (b) information that is typically provided when you contact us for help; (c) information you enter into our system when using the Platform; and (d) bank account or credit card or debit card or other payment instrument details while making payments on the Platform (if applicable). The above mentioned information are necessary for the adequate performance of the contract between you, the educational institution, and the Company and to allow the Company to comply with their legal obligations. Without it, we may not be able to provide you with all the requested services.

4. INFORMATION YOU CHOOSE TO GIVE THE COMPANY.

You may choose to provide the Company with additional Personal Information in order to obtain a better user experience when using Platform. This additional information will be processed based on your consent.

- **Additional Profile Information.** You may choose to provide additional information as part of your profile (such as gender, resume, preferred language(s), city, medical details etc.). Some of this information as indicated in your Account settings is part of your public profile page, and will be publicly visible to others.
- **Other Information.** You may otherwise choose to provide us information when you fill in a form, conduct a search, update or add information to your Account, respond to surveys, post to community forums, participate in promotions, or use other features of the Platform.

5. DATA PROCESSING AND CONTROLLING

- The Company processes Personal Information both as a Processor and as a Controller, as defined in the Directive and the GDPR (“**Data Controller**”).

6. PURPOSES OF COLLECTING, STORING AND USING YOUR PERSONAL DATA AND THE MANNER OF SUCH USAGE

The Company uses, stores, and processes information, including Personal Information, about you to provide, understand, improve, and develop the Platform, create and maintain a trusted and safer environment and comply with our legal obligations.

- 6.1 In order to provide you a safe, efficient, smooth and customized experience and in order to take advantage of certain features available on the Platform, you will be asked to verify the Personal Information obtained by the Company from the educational institution you are associated with or will require you complete an online registration form which will provide us with your Personal Information.
- 6.2 The Company may use your Personal Information, including your Sensitive Personal Data for the purposes mentioned herein below:

(a) Optimization of Customer Service

We will use your contact details to send you a welcome email/short message service (“SMS”) and to communicate with you in response to your inquiries, and to send you announcements related to the Services, for instance, if the Service is temporarily suspended for maintenance. We may also contact you to conduct research about your opinion of the Services or of potential new services that may be offered. We will use your registration information to create and manage your user account. We may deactivate your account if we suspect that you use the Platform to commit fraudulent or illegal acts or if you violate the User Terms.

(b) Communication

We may offer email, Platform notifications, SMS, multimedia message service (MMS) or other forms of communication to share information with you about certain promotions or features the Platform may choose to offer or about our affiliates, subsidiaries, business partners, advertisers and sponsors. You may receive such communication when you have registered as a user of the Platform.

7. HOW WE USE COOKIES

- 7.1 A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.
- 7.2 We use traffic log cookies to identify which pages are being used. This helps us analyze data about webpage traffic and improve the Platform in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.
- 7.3 Overall, cookies help us provide you with a better Platform, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. Please refer to your web-browser provider or system

guide for detailed information on disabling cookies. However, in case you choose to disable the cookies, you may be prevented from taking full advantage of the Platform.

8. YOUR RIGHTS

You may exercise any of the rights described in this section before your applicable Data Controller by sending an email to [support@collpoll.com]. Please note that we may ask you to verify your identity before taking further action on your request.

8.1 Managing Your Information.

You may access and update some of your information through your Account settings. If you have chosen to connect your Account to a third-party application, like Google, Facebook, LinkedIn, etc. you can change your settings and remove permission for the Platform by changing your Account settings. You are responsible for keeping your Personal Information up-to-date.

8.2 Rectification of Inaccurate or Incomplete Information.

You have the right to ask us to correct inaccurate or incomplete Personal Information concerning you (and which you cannot update yourself within your Account).

8.3 Data Access and Portability.

In some jurisdictions, applicable law may entitle you to request copies of your Personal Information held by us. You may also be entitled to request copies of Personal Information that you have provided to us in a structured, commonly used, and machine-readable format and/or request us to transmit this information to another service provider (where technically feasible) through the appropriate authority of the educational institution

8.4 Data Retention and Erasure.

The Company generally retains your Personal Information for as long as is necessary for the performance of the contract between you, the educational institution and the Company and to comply with the Company's legal obligations. If you no longer want the Company to use your information to provide the Platform to you, you can request that we erase your Personal Information and close your Account after prior approval from the educational institution. Please note that if you request the erasure of your Personal Information:

- We may retain some of your Personal Information as necessary for our legitimate business interests, such as fraud detection and prevention and enhancing safety. For example, if we suspend an Account for fraud or safety reasons, we may retain certain information from that Account to prevent that User from opening a new Account in the future.
- We may retain and use your Personal Information to the extent necessary to comply with our legal obligations..
- Information you have shared with others (e.g., reviews, forum postings) may continue to be publicly visible on the Platform, even after your Account is cancelled. However, attribution of such information to you will be removed. Additionally, some copies of your information (e.g., log records) may remain in our database, but are disassociated from personal identifiers.

- Because we maintain the Platform to protect from accidental or malicious loss and destruction, residual copies of your Personal Information may not be removed from our backup systems for a limited period of time.

8.5 Withdrawing Consent and Restriction of Processing.

Where you have provided your consent to the processing of your additional Personal Information by the Company you may withdraw your consent at any time by changing your Account settings or by sending a communication to the Company specifying which consent you are withdrawing. Please note that the withdrawal of your consent does not affect the lawfulness of any processing activities based on such consent before its withdrawal. Additionally, in some jurisdictions, applicable law may give you the right to limit the ways in which we use your Personal Information, in particular where (i) you contest the accuracy of your Personal Information; (ii) the processing is unlawful and you oppose the erasure of your Personal Information; or (iii) we no longer need your Personal Information for the purposes of the processing, but you require the information for the establishment, exercise or defense of legal claims.

8.6 Objection to Processing.

In some jurisdictions, applicable law may entitle you to require the Company not to process your Personal Information for certain specific purposes (including profiling) where such processing is based on legitimate interest. If you object to such processing the Company will no longer process your Personal Information for these purposes unless we can demonstrate compelling legitimate grounds for such processing or such processing is required for the establishment, exercise or defense of legal claims.

8.7 Lodging Complaints.

You have the right to lodge complaints about the data processing activities carried out by the Company before the competent data protection authorities.

9. LINKS TO THIRD PARTY APPS AND WEBSITES

The Platform and any communication sent to you may contain/display Third Party advertisements and links to other websites/mobile applications of interest. However, once you have used any of these links to leave the Platform, you should note that we do not have any control over that other website(s)/mobile application(s). You agree and acknowledge that these websites/mobile applications are operated by Third Parties and are not controlled by, or affiliated to, or associated with us unless expressly specified. We are not responsible for any form of transmission, whatsoever, received by you from any such Third Party. Accordingly, we do not make any representations concerning the privacy practices or policies of such Third Parties or terms of use of such websites or mobile applications, nor do we control or guarantee the accuracy, integrity, or quality of the information, data, text, software, music, sound, photographs, graphics, videos, messages or other materials available on such websites or mobile applications. Therefore, we cannot be responsible for the protection and privacy of any information, which you provide whilst visiting such sites/mobile applications and this Privacy Policy does not govern such sites/mobile applications. You should exercise caution and look at the privacy statement applicable to the website(s)/mobile application(s) in question. The information provided by you to such Third Party websites/mobile applications shall be governed in accordance with the privacy policies of such websites/mobile applications and it is



recommended that you review the privacy policy on any such websites and/or mobile applications prior to using such websites/mobile applications.

10. OPERATING GLOBALLY

To facilitate our operations the Company may transfer, store, and process your information within our service providers based in India. Laws in India may differ from the laws applicable to your Country of Residence. For example, information collected within the European Economic Area (“EEA”) may be transferred, stored, and processed outside of the EEA for the purposes described in this Privacy Policy. Where we transfer store and process your Personal Information outside of the EEA we have ensured that appropriate safeguards are in place to ensure an adequate level of data protection.

11. SECURITY OF PERSONAL INFORMATION

We will take reasonable technical and organizational precautions to prevent the loss, misuse or alteration of your Personal Information, this includes storing all your Personal Information, including Sensitive Personal Data you provide on our secure servers. By agreeing to this policy and using the Platform or other interactive services you acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet. You are responsible for keeping the password you use for accessing the Platform confidential; we will never ask you to send us your password (except for the standard log in procedure on the Platform). Notwithstanding anything contained in this Privacy Policy or elsewhere, we shall not be held responsible for any loss, damage or misuse of your Personal Information, if such loss, damage or misuse is attributable to a Force Majeure Event.

12. SHARING OF PERSONAL INFORMATION

Notwithstanding anything contained in this Privacy Policy, we may release your Personal Information, with your prior intimation, when we believe such release is appropriate to comply with applicable law, enforce the Platform policies or User Terms, or for protecting our or others rights, property or and/or for ensuring safety.

13. CHANGES IN THIS PRIVACY POLICY

We may update this Privacy Policy to reflect changes to our information practices and applicable laws. If we make any material changes we will notify you by email and by means of a notice on the Platform prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

14. CONTACTING US

If there are any questions regarding the Privacy Policy you may contact us at [support@collpoll.com] or[9886566980].



Annexure V
User Acceptance Test (Sample)

Si No	Module	Pass/Fai	Tested By	Tested Date	Expected Results	Suggested Enhancements (If any)	Comments
1	Login						
2	Attendance Management						
3	Examinations Management						
4	Curriculum Management						
5	Time Table Management						
6	Institutional Calendar						
7	e-Notices						
8	Student e-portfolio						
9	Faculty e-portfolio						
10	Staff e-portfolio						
11	CollPoll Search						
12	CollPoll Classroom (LMS)						
13	Fee Management						
14	Admin Privileges						
15	CollPoll Vision - Dashboards						

Handwritten signature

Handwritten signature