

OMNI SUBSCRIPTION FORM

Between AiRo Digital Labs India Private Limited (including its parent company and affiliates) and its fully owned and operated SaaS platform OMNI, together henceforth referred to as "AiRo", located at 9th Floor, Tower-B, SAS Towers, Medicity, Sector 38, Gurugram, Haryana – 122002 and Shri Ram College ("Client") as defined below.

Client Name: Shri Ram College

Client's Primary Contact

KANUPRIYA

Client Address: Parikrama Marg, Civil Lines South, Muzaffarnagar, Uttar Pradesh, 251001

Name: _____

Title: Co-Coordinator

Phone: 9634904125

E-mail: _____

Services: This agreement covers all the services and products availed by the Client through "OMNI", a Software-as-a-Service (SaaS) Online platform fully created, owned and operated by AiRo, helping organizations with their Digital Technology Adoption. This platform includes various features that standardize and simplify the digital tech adoption experience (the "Services(s)").

Service Term: From start date of 15-07-2022 Until the formal completion of the "Pilot Launch Phase" as defined below, or Jan 31st 2023, whichever is earlier from the aforementioned start date

Terms and Conditions

- During the "Pilot Launch Phase", Client will identify the students with the limit of 100 students initially, and AiRo will train them leveraging its proprietary OMNI platform to become OMNI developers during the Service Term defined above.
- Both parties will have the option to terminate this Agreement upon 30 days advance written notice to the other party. Upon early termination, client will pay to AiRo any fees due accumulated till the date of final termination of the subscription (i.e. Date of Notice + 30 days)
- This Agreement and any rights and permissions granted hereunder, may not be transferred or assigned by Client without the prior written consent of AiRo. Merger, acquisition, consolidation, sale of a business or stock, operation of law, change of control or beneficial ownership, or otherwise of either party shall not be considered transfer or assignment for the purpose of this Agreement. Client shall be jointly and severally liable for any acts and omissions of any of its users or representatives accessing SaaS platform in violation of the terms of usage, and any other rules or regulations as applicable.
- Client represents, warrants and covenants that it has received and read AiRo's terms and conditions and Subscription agreement, located at <https://app.omnicoe.com/tnc> and incorporated herein by reference.
- Apart from any monetary obligations of either Party under this Agreement, neither Party shall be liable for failure to perform any of its obligations hereunder if such performance is prevented, restricted or interfered with because of war or other violence; any law, or regulation of any government; fire, or other casualty or accident; strike or labour disputes; or any act or condition whatsoever beyond the reasonable control of such Party (each such occurrence being hereinafter referred to as a "Force Majeure Event"). If a Force Majeure Event does occur, the Party whose ability to perform is affected shall be excused from performance, to the extent of the restriction or interference. The Party being affected shall give prompt notice within a period of five days from the date of the Force Majeure Event, describing the other Party of such Force Majeure Event, the cause of the Force Majeure Event and the nature and extent of performance impacted thereby. Provided however that such Party shall use all commercially reasonable efforts to, as soon as possible, avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed. Provided further, that if any such delay continues for a period of more than 60 days from the date on which notice of the Force Majeure Event is served, the Party not claiming excusable delay shall have the option of terminating this Agreement upon the expiry of such 60-day period without prejudice to the rights and contentions as may be admissible under this Agreement.
- All disputes between the Client and AiRo arising out of or in connection with this Agreement or the Client's or its Users' Use of the Service(s) will first be settled by mutual negotiations and agreement. If for any reason, such dispute cannot be resolved amicably within 30 calendar days of the dispute being notified by either the Client or AiRo to the other, the same shall be subject to the laws of India, excluding its laws on conflicts of laws; and the exclusive venue for all actions under or connected with this Agreement shall be the courts of New Delhi.

DocuSigned by:

Der Singh

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Co-ordinator
IQAC, Shri Ram College
Muzaffarnagar

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Chairman
IQAC, Shri Ram College,
Muzaffarnagar

- Nothing in this Agreement will be deemed to constitute a partnership or a joint venture between the Client and AiRo . Further, nothing contained in this Agreement will constitute either Party as the agent of the other or otherwise entitle such Party to have authority to bind the other Party for any purpose.
- The Client and AiRo acknowledge that they have read this Agreement, and understand it, and agree to be bound by its terms, and further agree that this along with (a) Annexes and (b) terms of usage of the Services made available by AiRo from time to time are the complete and exclusive statement of the understanding between the Parties, which supersede and merge all prior proposals, understandings and all other agreements and all other communications, oral and written, between the Parties with respect to the subject matter hereof.
- The client will assume full liability for any damages, both direct and indirect, emanating from any security breach or hacking of the OMNI software if determined by a competent third party to be perpetrated by any of the subscribers, users, students, faculty members, of the client.
- If any provision(s) of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision(s) will not affect the validity of the remaining provisions of this Agreement which will remain in full force and effect.
- No waiver of any obligation of this Agreement will be deemed a further or continuing waiver of such term or any other term, and either Party's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.
- Any communication or notice required or permitted to be given either by OMNI or by the Client, under this Agreement shall be sent by (i) registered post addressed to the address; or (ii) email on the email Id of the party first above mentioned against their name on the title page of this Agreement.

To approve this agreement, please append your signature along with the date of signing to the space provided below and return a copy to AiRo.

For AiRo Digital Labs India Private Limited

DocuSigned by:

Dev Singh

Name: Dev Singh

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Designation: CEO

Date:

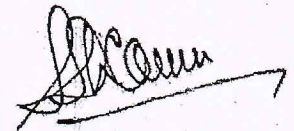
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For Shri Ram College

Name: Dr. S. C. Kulshreshtha

Designation:

Date: 08.05.2022



[Signature]
Co-ordinator
IQAC, Shri Ram College
Muzaffarnagar

[Signature]
Chairman
IQAC, Shri Ram College,
Muzaffarnagar

ANNEXURE A: STATEMENT OF SERVICES & FEES

The following services will be provided by AiRo to client:

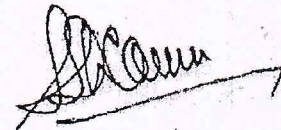
Omni Package	Description	Pricing and Features for Client
OMNI Software-as-a-Service	OMNI cloud-based software accessible through Internet using web browser	• Duration: Total 5 months starting 15th July 2022 • Users: within limit of 100 students initially to be trained • Subscription Fees: Total Rs 30,000 per student as per the following instalment schedule • Instalment 1 due by Day -1 (one day prior to program initiation) : Rs 10,000 per student • Instalment 2 due by Day 60: Additional 10,000 per student • Instalment 3 due by Day 120: Additional Rs 10,000 per student
Services related to OMNI	Support services only related to OMNI Software	• Technical Support to ensure uptime and availability of the platform: Included per above terms • Guided Mentorship to coach users on chosen platform and create POC's: Included per above terms
Pre requisities		• Laptop/computer system with Microsoft excel, Outlook etc. CPU with 1.4GHz 32-bit is minimum required and Dual Core 1.8GHz 64-bit is what recommended. • Similarly, for RAM, 4GB is the minimum requirement is while 8GB is the recommended RAM. • Users need to have Windows 7 or higher versions. • In case user system runs Windows OS in a language other than English, then install the corresponding language pack for .NET framework • Web Browsers for browser automation [Supported browsers are Internet Explorers, Google Chrome, Mozilla Firefox, Microsoft Edge]
Initial Customization and Onboarding Fees		• Client will provide all facilities, computers, other computing and networking infrastructure. • Client will ensure timely payment to AiRo as per the schedule mentioned above.
Payment Term		Client will ensure timely payment to AiRo as per the schedule mentioned above.

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