

MEMORANDUM OF UNDERSTANDING CUM AGREEMENT

This Memorandum of Understanding cum Agreement is made and entered into this 15th day of June 2020.

BETWEEN

Blue Tie Global Private Limited, a company incorporated under the Companies Act, 2013, having its office at Plot No. D-5, Road No. 20, Marol MIDC, Andheri East, Mumbai – 400 069 (hereinafter referred to as “the Company”),

AND

Nutan Mahavidyalaya Selu, an institute, located at Selu Distict Parbhani, Maharashtra (hereinafter referred to as “Community Owner”)

(The Company and Community Owner are hereinafter referred to individually as “the Party” and together as “the Parties”)

WHEREAS the Company is aiming to build an expansive global network which unites the world’s professionals on a common platform, allowing them to easily discover and access each other and has accordingly created, developed and owns a platform called Blue Tie (hereinafter referred to as the “Platform”)

WHEREAS the Community Owner intends to use the Platform of the Company to create an interface (hereinafter referred to as “the Community”) for its members (hereinafter referred to as “Users”) to network, connect and interact and to foster professional growth amongst Users through objective-driven networking

WHEREAS the Company has agreed to facilitate the creation of the Community on its Platform in order to enable the Users of the Community Owner to network, connect and interact accordingly

AND WHEREAS the Company and the Community Owner, for the aforesaid purpose, agree to be bound by the terms and conditions hereinafter contained

CREATION OF THE COMMUNITY

 reachout@bluetieglobal.com

 www.bluetieglobal.com

BLUE TIE GLOBAL PVT. LTD.

91springboard Lotus Star, 4th Floor, Plot No. D-5, Road No. 20,
Marol MIDC, Andheri East, Mumbai - 400069 | CIN : U74999MH2017PTC289639

1. The Community Owner shall share the details of the name of the proposed Community, the proposed users of the Community along with their details including but not limited to phone numbers, email id etc. or such other details as may be required by for the creation of the Community.
2. The Company shall, based on the request of the Community Owner and after duly considering, in its sole discretion, the appropriateness or otherwise of the proposed Community, provide the requisite backend development/changes in the Platform order to enable facilitation of creation of the Community for the Community Owner.
3. The Company, based on the inputs provided by the Community Owner, shall assist in the backend creation of the Community on its Platform and addition of the Users based on the list of persons provided by the Community Owner.
4. The Community Owner can further nominate at least one (1) User and not exceeding ten (10) Users (hereinafter referred to as “the Community Managers”), who shall be given certain additional roles and responsibilities.
5. The Company shall enable backend creation of dashboard for the Community Managers and give the Community Managers the authority, in order to facilitate day to day running of the Community and to carry out the following activities:
 - a. Updating and maintaining the general information about the Community including edit requests.
 - b. Modus for accepting/denying requests received from prospective users who intend to join the Community, which requests would be directed to the dashboard of the Community Managers for consideration.
 - c. Modus and procedure for adding/removing Users from the Community database, being in the discretion of the Community Managers.
 - d. Modus for sending one directional broadcast message to all the Users.
6. The Company shall retain the right to make the following amendment/changes at the backend of the Platform or the Community:
 - a. Creating/removing Communities
 - b. Administrative roles including but not limited to assigning/removing Community Managers to each community including the Community stipulated herein
 - c. Creating objectives module i.e creating/removing objectives from the community including the Community stipulated herein
 - d. Managing Requests module including but limited to for catering to requests from the Community Managers.
 - e. Analytical overview such as statistical display of Users and their background, activities, Community related details etc.

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RIGHTS AND OBLIGATIONS OF THE PARTIES

7. Rights and Obligations of the Community Owner

- i. The Community Owner shall be entitled to use the logos/trademark/name/other information including but not limited to other intellectual property rights, detailed information of the Community Owner, the details of the Users (hereinafter referred to as "Community Owner Information") that may be owned or belong, to the Community Owner, in the Community and further grants a license to the Company to use the Community Owner Information for enabling the backend and front end maintenance of the Community.

The Community Owner shall indemnify and hold harmless the Company against any claims, damages, losses, suits, legal proceedings etc. raised by, including but not limited to third parties, Users etc., arising out of or due to the use of the Community Information by the Company.

- ii. The Community Owner or the Community Managers, as the case may be, will have the sole discretion of adding or deleting the Users in the Community. It is specifically agreed between the Parties that the Company shall not be liable or responsible in relation thereto except facilitating the backend requirements.
- iii. The Community Owner shall ensure that the Users agree to the Terms of Use and Privacy Policy of the Platform or any other non-conflicting rules/terms of use of the Community, before becoming a member of the Community.
- iv. The Community Owner shall not rent, lease, lend, sell, redistribute or sublicense the Community for any purpose including but not limited to any business or commercial use.
- v. The Community Owner shall be solely responsible for any Content that is uploaded, published, transmitted or otherwise made available on the Community or to any of the other Users through any mode. The Community Owner represents that it has all consents and authorizations in relation thereto as well including but not limited to, from the Users.

The Community Owner represents and warrants that it shall not post or allow posting of content on the Community which is offensive, libelous, derogatory, hateful or racially or has objectionable language or is obscene, pornographic, constitutes an "indecent representation of women" including but not limited to as provided in The Indecent Representation of Women (Prohibition) Act, 1986 etc.

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The Community Owner acknowledges and understands that Company does not control the content posted and even otherwise does not screen, guarantee, endorse, verify, certify, attest or confirm any such content or truthfulness, accuracy, integrity or quality thereof and is not responsible or liable for any content of the Community Owner or the Users. The Company does not monitor, control or direct

what Users do or say, and is not responsible for their actions or conduct (whether online or offline) including harassment, stalking, threatening, exploitation etc. or any content that they share or post (including inappropriate, unlawful and other objectionable content).

Notwithstanding this, the Company reserves the right in, its sole discretion to review the activity and status of the Community and Users and block access to the Community or any User based on such review, screening communications and regulate the same by deleting unwarranted/obscene communications, remove or delete any content or Community, which violates or breaches the present Agreement, without prior notice.

The Company shall accordingly not be not be liable for any activity or interaction that happens on the Community between the Users or with any third party, including but not limited to any objectionable, illegal unlawful, defamatory content as aforementioned etc.

The Community Owner shall indemnify and hold harmless the Company against any claims, damages, losses, suits, legal proceedings etc. raised by, including but not limited to third parties, Users etc., arising out of or due to any activities or interactions on the Community.

- vi. The Community Owner agrees to indemnify and hold the Company and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees incurred in connection with or arising from the Community Owner's breach of any of the terms of this Agreement and any third-party allegations, claims, actions, disputes or demands asserted by any of them as a result of or relating to the Community Owner's or the User's use of Community or the Platform or breach of any of the present terms.

8. Rights and Obligations of the Company

- i. The Company provides, without any additional charges, the Community and the Platform to the Community Owner and the Users on a mere right to use, non-exclusive and non-transferable basis and the Community Owner or the Users shall have no further rights or claims in the Community or the Platform. The Company retains all the rights such as the ownership rights, intellectual property rights etc. in the Platform and the Community.
- ii. The Company retains the complete and unhindered right to revoke/discontinue the providing of the facility of the Community or the Platform or any feature relating to the Community or the Platform, by giving an advance notice of 15 days to the Community Owner except in case of breach of this Agreement by the Community, in which case no such notice would be required to be given before such revocation or discontinuation.
- iii. The Company shall be entitled to use, without any further approval, the Community Owner Information including but not limited to logos/trademarks etc. for promotional activities and display the same on its Platform.
- iv. The Company shall be entitled to show advertisements on the Community or the Platform and thereby generate/earn revenue for the Company, which would form a part of the reciprocal promises and consideration for the present Agreement.
- v. The Company shall in no event be held liable or responsible for loss of any content of the Community or the Users, as the case may be. It is the sole responsibility of the Community Owner and the Users to maintain appropriate backup of content.

The use of Community and the Platform is provided on “as is” and “as available” basis, with all faults and without warranty of any kind. The Company hereby disclaims all warranties and conditions with respect to the Community or the Platform, either express or implied including, but not limited to the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment and non-infringement of third party rights.

The Company does not warrant against interference with the enjoyment of the Community or the Platform, that the functions contained in, or services performed or provided would meet any requirements, that the operation of the Community or the Platform would be without delays, disruption or imperfections, uninterrupted or error-free.

The Company is not liable under any circumstances for damages arising out of or related in any way relating to inability to access, or difficulty in accessing the Community or the Platform, any hacking attacks, malware infection, bugs, viruses, trojans, or the like, which may be transmitted to or through the Community or the Platform by any third party (even though all efforts will be made to secure the Community or the Platform); any loss of data or content.

- vi. The Platform may contain links and interactive functionality interacting with the websites or applications of third parties including but not limited to payment gateway, links to advertisements etc.

The Company is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such third party website or application.

CONFIDENTIALITY OBLIGATIONS OF THE PARTIES

9. Each of the Parties shall maintain the utmost confidentiality and not use for any purposes other than for purposes set out herein, the contents of this Agreement and any other information exchanged between the Parties, provided however nothing contained herein shall affect the ability of the Parties to make disclosure to any governmental authority or any other Person under the provisions of applicable law.

Nothing in this Clause shall restrict any Party from disclosing Confidential Information for the following purposes:

- a. To the extent that such confidential information is in the public domain other than by breach of this Agreement;
- b. To the extent that any of such confidential information was previously known or already in the lawful possession of such Party, prior to disclosure by any other Party hereto.

FORCE MAJURE

10. Neither Party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include epidemics, Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, acts of terrorism, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by such party.

TERM AND TERMINATION

11. The term of this Agreement shall be one year (1 year) unless terminated by either Party prior to the expiry of the said term. The Agreement can be further extended mutually by both Parties in case so agreed by both the Parties in writing.
12. This Agreement can be terminated by either Party by giving a notice of 30 days to the other Party.

ARBITRATION AND JURISDICTION OF COURTS

13. All disputes arising out of or connection with this Agreement shall be referred to a sole Arbitrator to be nominated by mutual consent of the Parties, under the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Mumbai. The Arbitral award passed by the sole Arbitrator shall be binding on both the Parties.

Subject to the Arbitration clause agreed hereinabove, the Courts at Mumbai shall have exclusive jurisdiction in relation to any matter or issue arising out of the present Agreement.

AMENDMENTS

14. No amendment or modification of this Agreement shall be valid unless the same is made in writing or otherwise specifically so agreed to by the Parties. The modifications /changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

CONTACT DETAILS FOR COMMUNICATION/CORRESPONDENCE

15. The postal address for communication by the Parties shall be as follows

The Company

Name of Contact Person – Vibhav Shetye

Address - Plot No. D-5, Road No. 20, Marol MIDC, Andheri East, Mumbai – 400 069

Contact number +91 - 9742532382

Contact email - vibhav.shetye@bluetieglobal.com

Community Owner

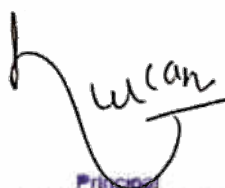
Name of Contact Person – Dr. Nirmala S. Padmavat (IQAC Coordinator)

Address – Nutan Mahavidyalaya Selu, District Parbhani, Maharashtra

Contact number - +91 98903 08390

Contact email - drnirmalapadmavat@gmail.com

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR HEREIN WRITTEN:



Principal
Nutan Mahavidyalaya Selu (MS)
Signed by the Authorised

Signatory of the Community
Owner

Dr. Sharad S. Kulkarni (Principal
NMS Institution)



IQAC Co-Ordinator
Nutan Mahavidyalaya Selu (MS)
Signed by the Authorised

Signatory of the Community
Owner

Dr. Nirmala S. Padmavat (IQAC
Coordinator NMS Institution)

Signed by the Authorised

Signatory of the Company

Mr. Vibhav Shetye, (CMO,
BlueTie Global Pvt. Ltd)