



Alumni in News Free Trial Agreement

This SaaS Services Agreement (“Agreement”) is entered into between Alma Labs, Inc. (“Company”), and the Organization (“Customer”). If you are entering into this Agreement on behalf of an organization or other legal entity (“Customer”), you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “YOU” or “YOUR” shall refer to such entity.

You may not access the free trial if you (i) Do not agree with these terms and conditions and Alma Labs’ Privacy Policy or, (ii) are or become a competitor of the Company. Further, you may not access the trial for the purposes of monitoring the Company’s services, performance, functionality or any other benchmarking or competitive purposes.

This Agreement, in addition to the applicable Order Form and Alma Labs’ Privacy Policy (https://www.almaconnect.com/Privacy_policy_2021.pdf), sets forth the terms and conditions of your use of the free trial offered by the Company and contains, among other things, warranty disclaimers, liability limitations and use limitations.

Alma Labs:

A handwritten signature in black ink, appearing to read "Swapnil Khandelwal".

Swapnil Khandelwal
CEO

TERMS AND CONDITIONS

1. FREE TRIAL AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services [in accordance with the Service Level Terms attached hereto as Exhibit B]. As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

2. RESTRICTIONS AND RESPONSIBILITIES

Customer hereby acknowledges that to build the portal, Company will require a directory containing the details of its prospects which shall be provided by Customer from time to time. This directory should contain the following fields of information and should be sent by email to the Company in a csv or Excel format: *Name of the prospect; Educational History: Graduation year; Degree and School of study; Work History: latest available professional details comprising the designation, company, location of the prospect.*

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party).

3.2 Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information.

4. NO FEES INVOLVED

Customers will not pay Company any fees for the said free trial by the company.

5. TERM AND TERMINATION

The term of the free trial is limited to 30 days, unless either party requests termination prior to that.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

EXHIBIT A

Statement of Work

- A. The Customer hereby appoints the Service Provider who accepts and agrees to provide the Customer professional services in the form of an online News Feed portal.
- B. Notwithstanding the changes which may be affected by the Service Provider, the Service Provider will at all times provide a minimum functioning portal consisting of:
 - **News Feed.** Option to view news results related to the Customer's prospects
 - **Email Notifications:** Email feeds consisting of news articles related to Customer's prospects

EXHIBIT B

Service Level Terms

- A. The Service Provider will be required to maintain a constant server uptime and the continuous provision of access to the Portal during the existence of this agreement subject to a server uptime of 99% whereby the Service Provider may, without notice, undertake maintenance tasks.
- B. The Service Provider shall assign an account manager for the Customer who will respond to any raised queries or issues within 48 working hours.