RWork
Software as a Service (SaaS) Agreement

Between

RSense Technology Solutions Private Limited

&

ABMSP's Anantrao Pawar College of Engineering & Research, Pune

THIS AGREEMENT is made on Tuesday, 17th May, 2022.

PARTIES

(1) RSense Technology Solutions Private Limited, a company incorporated and registered in the State of Maharashtra having Corporate Identity Number U72900PN2018PTC179746, whose registered office is at Plot No. 16, Gat No. 58, Golden Colony, Gend Vasti, Karad Road, Pandharpur, Dist. Solapur, Maharashtra 413304, which is hereinafter referred to as RSense or Software Service Provider; which expression shall mean and include its successors, assigns, liquidator and administrators from time to time. **(Software Service Provider)**.

(2) ABMSP's Anantrao Pawar College of Engineering & Research, Pune having its place of business at S. No. 103, Shahu College Road, Parvati, Pune - 411009, being an undertaking of Akhil Bharatiya Maratha Shikshan Parishad incorporated and registered under the Bombay Public Trusts Act / Maharashtra Public Trusts Act having registration no. F-75 (Pune) whose registered office is at Sr. No. 103, Prashaskiya Bhawan, Shahu College Campus, Parvati, Pune- 411009 hereinafter referred to as the Customer which expression shall mean and include the Institution and the Trust and the trustees or trustee for the time being of these presents, their survivors or survivor and the heirs, executors and administrators of the last surviving trustees and their or his assigns. **(Customer)**

BACKGROUND

(1) The Software Service Provider has developed a cloud-based Software named RWork (hereinafter referred to as RWork), and provides software as a service license incidental thereto in relation to such Software RWork for the purpose of managing, maintaining and operating educational institutions including schools, colleges etc.

(2) The Customer is an Educational Institute and wishes to purchase RWork as a service from the Software Service Provider for its operations.

(3) The Software Service Provider has agreed to provide and the Customer has agreed to take and pay for the software service provider's software RWork and its service subject to the terms and conditions of this agreement.

(4) Both the Parties hereto covenant and undertake that the respective representatives or authorised signatories of the respective Parties hereto have full power and authority to bind each other legally, and thereby have entered into this agreement.

AGREED TERMS

1. DEFINITIONS

"Administrator User" means an employee designated by Customer to serve as technical administrator of the SaaS Services on Customer's behalf. The Administrator User must complete training and qualification requirements reasonably required by RSense.

"Customer Content" means all data and materials provided by Customer to RSense for use in connection with the SaaS Services, including, without limitation, customer applications, data files, and graphics.

"Documentation" means the user guides, online help, release notes, training materials and other documentation provided or made available by RSense to the Customer regarding the use or operation of the SaaS Services.

"Host" means the computer equipment/server/cloud on which the Software is installed, which is owned and operated by RSense or its subcontractors.

"Authorized Active Users" means those staff, students, employees, managers, administrators and agents of the Customer who are entitled to use the Software under this agreement.

"Maintenance Services" means the support and maintenance services provided by RSense to the Customer pursuant to this SaaS Agreement and Schedule C.

"Other Services" means all technical and non-technical services performed or delivered by RSense under this SaaS Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the SaaS Services and the Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a Schedule and mutually agreed to by the parties. All Other Services will be provided on a non-work for hire basis.

"Schedule" is a written document attached to this SaaS Agreement or executed separately by RSense and the Customer for the purpose of purchasing SaaS Services under the terms and conditions of this SaaS Agreement.

"Software" means the object code version of any software to which Customer is provided access as part of the Service, including any updates or new versions.

"SaaS Services" refer to the specific RSense's Internet-accessible service identified in Schedule A that provides use of RSense's RWork Software that is hosted by RSense or its services provider and made available to Customer over a network on a term-use basis.

"Subscription Term" shall mean that period specified in a Schedule A during which Customer will have online access and use of the Software through RSense's SaaS Services

2. SAAS SERVICES

2.1 During the Subscription Term, Customer will receive a non-exclusive, non-assignable, royalty free, worldwide right to access and use the SaaS Services solely for its internal business operations subject to the terms of this Agreement

2.2 Customer acknowledges that this Agreement is a services agreement and RSense will not be delivering copies of the Software to Customer as part of the SaaS Services.
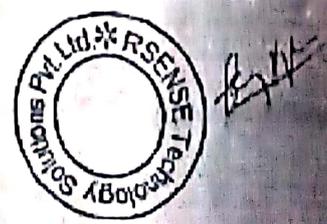
3. RESTRICTIONS

Customer shall not, and shall not permit anyone to: (i) copy or republish the SaaS Services or Software, (ii) make the SaaS Services available to any person other than authorized active users, (iii) use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the SaaS Services or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the Documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the SaaS Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited

licenses granted herein, RSense shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to RSense.

4. CUSTOMER RESPONSIBILITIES

4.1 **Assistance.** Customer shall provide commercially reasonable information and assistance to RSense to enable RSense to deliver the SaaS Services. Upon request from RSense, Customer shall promptly deliver Customer Content to RSense in an electronic file format specified and accessible by RSense. Customer acknowledges that RSense's ability to deliver the SaaS Services in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance.

4.2 **Compliance with Laws.** Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that RSense exercises no control over the content of the information transmitted by Customer or the Active users through the SaaS Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

4.3 **Unauthorized Use, False Information.** Customer shall: (a) notify RSense immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to RSense immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Customer or any authorized active user, and (c) not provide false identity information to gain access to or use the SaaS Services.

4.4 **Administrator Access.** Customer shall be solely responsible for the acts and omissions of its Administrator Users. RSense shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.

4.5 **Customer Input.** Customer is solely responsible for collecting, inputting and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer shall: (I) notify RSense immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (II) report to RSense immediately and use reasonable efforts to stop any unauthorized use of the Service that is known or suspected by Customer or any Active user, and (iii) not provide false identity information to gain access to or use the Service.

4.6 **License from Customer.** Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to RSense a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the SaaS

Services to Customer.

4.7 <u>Ownership and Restrictions.</u> Customer retains ownership and intellectual property rights in and to its Customer Content. RSense or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement. Third party technology that may be appropriate or necessary for use with some RSense programs is specified in the Work Order document as applicable. Customer's right to use such third party technology is governed by the terms of the third party technology license agreement specified by RSense and not under the Agreement.

4.8 <u>Suggestions.</u> RSense shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any suggestions, enhancement requests, recommendation or other feedback provided by Customer, including Users, relating to the operation of the SaaS Services.

5. ORDERS AND PAYMENT

5.1 <u>Orders.</u> Customer may order SaaS Services pursuant to **Schedule A**. Schedule A of this agreement will be treated as the order. All services acquired by Customer shall be governed exclusively by this SaaS Agreement and the applicable Schedule. In the event of a conflict between the terms of a Schedule and this SaaS Agreement, the terms of the Schedule shall take precedence.

5.2 <u>Invoicing and Payment.</u> Unless otherwise provided in the Schedule, RSense shall invoice Customer for all fees on the Schedule Effective Date. Customer shall pay all undisputed invoices within 30 days after Customer receives the invoice. Except as expressly provided otherwise, fees are non-refundable. All fees are stated in Indian Rupees, and must be paid by Customer to RSense in Indian Rupees.

5.3 <u>Expenses.</u> Customer will reimburse RSense for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. RSense shall notify Customer prior to incurring any such expense. RSense shall comply with Customer's travel and expense policy if made available to RSense prior to the required travel.

5.4 <u>Taxes.</u> RSense shall bill the Customer for applicable taxes as a separate line item on each invoice. Customer shall be responsible for payment of all sales and use taxes, Goods and Service Taxes (GST), or similar charges relating to Customer's purchase and use of the services. Customer shall not be liable for taxes based on RSense's net income, capital or corporate franchise.

6. TERM AND TERMINATION

6.1 <u>Term of SaaS Agreement.</u> The term of this SaaS Agreement shall begin on the Schedule Effective Date and shall continue until terminated by either party as outlined in this Section.

6.2 <u>Termination.</u> Either party may terminate this SaaS Agreement immediately upon a material breach by the other party that has not been cured within ninety (90) days after receipt of notice of such breach.

6.3 <u>Suspension for Non-Payment.</u> RSense reserves the right to suspend

delivery of the SaaS Services if Customer fails to timely pay any undisputed amounts due to RSense under this SaaS Agreement, but only after RSense notifies Customer of such failure and such failure continues for fifteen (15) days. Suspension of the SaaS Services shall not release Customer of its payment obligations under this SaaS Agreement. Customer agrees that RSense shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from Customer's nonpayment.

6.4   Suspension for Ongoing Harm. RSense reserves the right to suspend delivery of the SaaS Services if RSense reasonably concludes that Customer or an Active user's use of the SaaS Services is causing immediate and ongoing harm to RSense or others. In the extraordinary case that RSense must suspend delivery of the SaaS Services, RSense shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. RSense shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this Section 6.4. Nothing in this Section 6.4 will limit RSense's rights under Section 6.5 below.

6.5   Effect of Termination.

(a)   Upon termination of this SaaS Agreement or expiration of the Subscription Term, RSense shall immediately cease providing the SaaS Services and all usage rights granted under this SaaS Agreement shall terminate.

(b)   Upon termination of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

7.   **WARRANTIES**

7.1   Warranty. RSense represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation. For any beach of a warranty, Customer's exclusive remedy shall be as provided in Section 6, Term and Termination.

7.2   RSENSE WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. RSENSE DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT RSENSE WILL CORRECT ALL SAAS SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT RSENSE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY RSENSE (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS
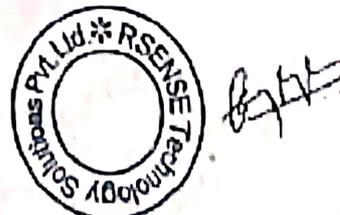
AGREEMENT. NEITHER RSENSE NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL RSense OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

8. LIMITATIONS OF LIABILITY

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF RSENSE) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE

The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality".

9. INDEMNIFICATION

9.1   Indemnification by RSense If a third party makes a claim against Customer that the SaaS Services infringes any patent, copyright or trademark, or misappropriates any trade secret, or that RSense's negligence or willful misconduct has caused bodily injury or death, RSense shall defend Customer and its directors, officers and employees against the claim at RSense's expense and RSense shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by RSense, to the extent arising from the claim. RSense shall have no liability for any claim based on (a) the Customer Content, (b) modification of the SaaS Services not authorized by RSense, or (c) use of the SaaS Services other than in accordance with the Documentation and this SaaS Agreement. RSense may, at its sole option and expense, procure for Customer the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.

9.2   Indemnification by Customer If a third party makes a claim against RSense that the Customer Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend RSense and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.

9.3 Conditions for Indemnification. A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

10. CONFIDENTIALITY

10.1 Definition. 'Confidential Information' means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be 'confidential' or 'proprietary' within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this SaaS Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content is deemed Confidential Information of Customer. RSense software and Documentation are deemed Confidential Information of RSense.

10.2 Confidentiality. During the term of this SaaS Agreement and for 5 years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

10.3 Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority.

provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties, but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors

11. GENERAL PROVISIONS

11.1 Non-Exclusive Service. Customer acknowledges that SaaS Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict RSense's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.

11.2 Personal Data. Customer hereby acknowledges and agrees that RSense's performance of this SaaS Agreement may require RSense to process, transmit and/or store Customer personal data or the personal data of Customer employees and Affiliates. By submitting personal data to RSense, Customer agrees that RSense and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling RSense to perform its obligations under this SaaS Agreement. In relation to all Personal Data provided by or through Customer to RSense, Customer will be responsible as sole Data Controller for complying with all applicable data protection or similar laws and laws implementing that Directive that regulate the processing of Personal Data and special categories of data as such terms are defined in that Directive. Customer agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Content and using the Enabling Software and RSense SaaS. Customer confirms that Customer is solely responsible for any Personal Data that may be contained in Content, including any information that any RSense SaaS User shares with third parties on Customer's behalf. Customer is solely responsible for determining the purposes and means of processing Customer Personal Data by RSense under this Agreement, including that such processing according to Customer's instructions will not place RSense in breach of applicable data protection laws. Prior to processing, Customer will inform RSense about any special categories of data contained within Customer Personal Data and any restrictions or special requirements in the processing of such special categories of data, including any cross border transfer restrictions. Customer is responsible for ensuring that the RSense SaaS meets such restrictions or special requirements. RSense to process any Personal Data that meets the requirements set forth in this Section according to these Terms of Use.

11.3 RSense Personal Data Obligations. The services policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Customer data in connection with the SaaS Services. RSense reserves the right to provide the SaaS Services from Host locations, and/or through use of subcontractors, worldwide. RSense will only process Customer Personal Data in a manner that is reasonably necessary to provide SaaS Services and only for that purpose. RSense will only process Customer Personal Data in delivering RSense SaaS. Customer agrees to provide any notices and obtain any consent related to

RSense's use of the data for provisioning the SaaS Services, including those related to the collection, use, processing, transfer and disclosure of personal Information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and retains ownership of all of Customer data.

11.4 Assignment. Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement relates, whether by merger, asset sale or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such party shall not be relieved of any obligation under this SaaS Agreement.

11.5 Notices. Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be delivered by hand or sent by recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address mentioned in Schedule D of this Agreement.

11.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

11.7 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.

11.8 Severability. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

11.9 Entire SaaS Agreement. This SaaS Agreement (including all Schedules and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties concerning the subject matter of this SaaS Agreement. This SaaS Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

11.10 Survival. Sections 3, 6, and 7 through 11 of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.

11.11 Publicity. RSense may include Customer's name and logo in its customer

lists and on its website. Upon signing, RSense may issue a high-level press release announcing the relationship and the manner in which the Customer will use the RSense's solution. RSense shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.

11.12 Export Regulations. Export laws and regulations of India and any other relevant local export laws and regulations apply to the SaaS Services. Customer agrees that such export control laws govern its use of the SaaS Services (including technical data) and any services deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agrees that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

11.13 No Third Party Beneficiaries. This SaaS Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity.

11.14 Independent Contractor. The parties have the status of independent contractors, and nothing in this SaaS Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

11.15 Statistical Information. RSense may anonymously compile statistical information related to the performance of the Services for purposes of improving the SaaS service, provided that such information does not identify Customer's data or include Customer's name.

11.16 Compliance with Laws. RSense shall comply with all applicable local, state, national and foreign laws in connection with its delivery of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data.

11.17 Dispute Resolution. Customer's satisfaction is an important objective to RSense in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

11.18 Signatures. This SaaS Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this SaaS Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

11.19 For the first time, filling of any past data in RWork is allowed. The customer will inform RSense about the same in the onboarding document. If the customer discontinues the subscription, it will have view and download

only access for 3 months after discontinuation. If the customer wants to subscribe again and fill the data for the years for which the subscription was discontinued, then the customer has to pay for those years as per the fees applicable.

11.20 If the customer is not happy with RWork within the first six months from the date of the SaaS Agreement, the customer may terminate the contract in that duration, and the amount paid to RSense will be refunded accordingly.

12. GOVERNING LAW AND JURISDICTION

The parties irrevocably agree that the courts of Solapur, Maharashtra have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

For and on behalf of ABMSP's Anantrao Pawar College of Engineering & Research, Pune	For and on behalf of RSense Technology Solutions Pvt. Ltd.
Name: Mrs. Pramila B. Gaikwad Designation: General Secretary	Name: Mr. Suraj Babruwahan Ronge Designation: Director Date: 17/05/2022
Name: Dr. Sunil B. Thakare Designation: Principal	
Name: Dr. Soojey R. Deshpande Designation: NAAC / NBA Coordinator Date: 17/05/2022	