

Student Agreement

goHarness India Pvt. Ltd. Fullstack Development Bootcamp,
This document outlines the relationship between goHarness India Pvt. Ltd., referred to herein as “goHarness”, and each undersigned participant in its Bootcamp program (defined below) (the “Student”).

The duration of the goHarness Bootcamp program for is a minimum of 12 weeks , from, (Day), (Date)to (Day), (Date) (the “Bootcamp program”).

Formal notices or written contact with goHarness should be made via the Email address to: abhinav@goharness.in

Responsibilities of goHarness

Application Process

Individuals who seek a role as a Student in goHarness’ Bootcamp program will be known as Prospective Students. goHarness agrees to make publicly available an online Application Form for Prospective Students. goHarness agrees to keep private any Prospective Student information submitted through this online Application Form, as well as information communicated through in-person or telecommunication-based interviews, and information exchanged through emails and other text-based communications received by goHarness.

goHarness may share proprietary information, such as program information, curriculum, and Bootcamp Roadmap with Prospective Students. Prospective Students agree to keep private any assessment program information, curriculum, and Bootcamp Roadmap; which includes, but is not limited to, avoiding sharing information with other Prospective Students, or sharing information publicly via the Internet or other form.

Selection

Following the Application Process, which may include a call, an assessment, and a counselling session, goHarness will notify Prospective Students of an offer to participate in the Bootcamp program. Prospective Students will enter into a relationship with goHarness as “Students” upon submitting a written response of acceptance following an offer of participation. Prospective Students who fail to submit a written response of acceptance within five (5) days of goHarness sending an offer to participate in the Bootcamp program, or who choose to decline goHarness’ offer to participate in the Bootcamp program, will end their relationship with goHarness as a Prospective Student.

Pre-work Support

goHarness will create and share a document containing Pre-work and share it with Students once they confirm acceptance into the Bootcamp program. goHarness and its staff are

responsible to be available for contact during the Pework period for text-based support. This includes, but is not limited to, WhatsApp or Email-based communication.

Space

goHarness agrees to make available a hospitable physical environment for the Bootcamp program. goHarness will provide all necessary furniture, electrical supply, and Internet access for Students to use during the Bootcamp program. Students are responsible for transportation to the Bootcamp program location, and any related transportation, parking or other associated travel fees.

Instructional Team

goHarness will maintain an instructional team with a Student-to-mentor ratio of no greater than 15:1. Mentors will have relevant experience as professional software developers and/or will be ahead in their bootcamp curriculum. The mentor team will deliver educational content to Students, answer questions from Students pertaining to content, and provide insights to Students from instructor's own career.

For, instructors may be available in-person or via Whatsapp/E-mail during the Bootcamp program duration.

Job Search Support

goHarness will provide job search support to Students which includes, but is not limited to, technical and behavioural interview training, social media profile review, and introductions to potential employers. goHarness will provide job search support to Students throughout the Bootcamp program duration, and for up to twelve (12) months following the Bootcamp program duration, or until the Student receives a job offer, whichever is sooner.

Responsibilities of Student

The following set of responsibilities constitute what is necessary for a Student to remain in "Good Standing" with goHarness and the Bootcamp program.

Pre-work and Assignments

Students are responsible for completing the Pre-work and/or Assignments and submitting assignments by the due dates specified by the Mentor. Failing to submit an assignment, or submitting an assignment after the specified due date more than once(1), will remove Student from Good Standing with the Bootcamp program.

Laptop

Students are required to furnish their own laptop computer for the Bootcamp program. This computer should be capable of running the latest version of macOS or Microsoft Windows, should be able to connect to 802.11n wireless networks, and should have sufficient

specifications as to not interfere with or impede the Student's learning progress during the Bootcamp program.

Attendance

Students are expected to attend all class sessions during the Bootcamp program duration. If the Student plans to miss a class session, a request should be sent via Email to goHarness no less than twenty four (24) hours prior to the beginning of the class session. goHarness, at its discretion, may permit the Student to miss a class session, and will confirm this via Email prior to the session. This will count as an "excused" absence. More than three (3) excused absences, or more than one (1) unexcused absence, will remove the Student from Good Standing with the Bootcamp program. Partial absences will accrue in increments of half-days.

Participation in Mentorship

Students are expected to participate in mentoring in at least one subject/topic in the curriculum as a part of their own bootcamp. This topic shall be decided by the student and the management. Students who refuse to participate in mentorship may be removed from "good standing" as per the discretion of the goHarness management .

Minimum Time Policy

Students are required to spend a minimum of 25Hrs in a week as a part of the bootcamp. Students who fail to comply with this policy for more than one week will be removed from "good standing" and may be asked to leave the bootcamp, upon the discretion of the goHarness Management.

Conduct

Students and goHarness staff are expected to treat each other, as well as any special guests to the Bootcamp program, with fairness and respect. All communication, written and oral, should be appropriate for a professional environment. Harassment will not be tolerated, and may be grounds for removal of Student from Good Standing, and may result in removal of Student from the Bootcamp program without refund to the Student.

Payments

Students are expected to make payments according to the payment timeline and Bootcamp program cost outlined in the Tuition Section of this document.

Portfolio

Students are expected to develop a publicly-viewable portfolio of work, which includes but is not limited to, source code shared on GitHub, web applications running on Heroku or similar servers, and blog posts. Student work is owned by each respective Student, as denoted in the Intellectual Property Section of this document.

Social Profiles

Students are expected to create and maintain social profiles for the benefit of visibility to potential employers. These include, but are not limited to, GitHub, StackOverflow, and LinkedIn. Student's social profiles must be publicly accessible and use the Student's real name and correct contact information. Student's social profiles should contain content appropriate for a professional environment, and should be free from any content that may be considered harassment.

Terms of Service & Privacy Policy

Students are expected to review, acknowledge and agree to be bound by the Terms of Service and Privacy Policy of Awesome Inc, which can be found at <https://www.goharness.in/>

Graduation Requirements

In order to successfully complete the Bootcamp program, Students must meet the following requirements:

- Maintain Good Standing throughout the duration of the Program, as described in this document
- Complete all bootcamp modules and assessments
- Complete a full stack industry project
- Pass the Quality Assessment test at the end of the Bootcamp.

Meeting these requirements by the Program end date will officially designate a Student as a Graduate. Additionally, goHarness reserves the right to award Graduate status to Students who do not explicitly meet these Requirements, but demonstrate mastery through an alternate means, as agreed upon by the Student and goHarness as an addendum to this Agreement.

Graduates will receive the following benefits:

- Opportunity to make a technical project presentation at the Demo Day event, scheduled during the final week of the Program
- Promotional profile listing in the Alumni section of the goHarness website for at least six (6) months after the Program end date
- Access to weekly meetings with Career Counsellor for up to six (6) months after the Program end date, or until the Graduate accepts a job offer, whichever is sooner

Job Search

In addition to the preceding requirements, the following are the responsibilities of a Graduate that must be maintained after the Bootcamp program duration for the Graduate to remain in Good Standing:

- Apply for (on average, but no less than) one (2) jobs per week, and be able to, upon request, share evidence of application with goHarness
- Make at least five (5) relevant GitHub commits each week

- Post at least one (1) new blog entry, focused on a technical topic, each month, with a URL that is publicly available and verifiable by goHarness
- Share via Email with goHarness any job offer or opportunity received, including details like date of offer, name of company making the offer, job title, and compensation rate, within two (2) business days of receiving said offer
- Be available, if invited, to interview for a minimum of one (1) interview per week
- Be available for at least one (1) meeting per week with goHarness career services staff to review job search progress

Tuition

Initial Deposit

Students owe a Rs. 10,000 Initial Deposit to goHarness after receiving an offer letter to participate in the Bootcamp program. The Initial Deposit is required to secure a Student's place in the Bootcamp program. This Initial Deposit amount goes toward payment of the total Tuition bill for the Student. The deposit is due two weeks after goHarness sends email with official notification of acceptance to Student.

Program Cost

Tuition for the Bootcamp program is Rs. 60,000

Full tuition payment is due If an Extended Payment Plan is selected, then a signed payment agreement must be completed by the Tuition payment deadline.

Payment Methods

Payments may be made by the Student to goHarness via one of the following methods:

- Cash
- Check, payable to "goHarness India Pvt. Ltd."
- NEFT/bank transfer
- Google Pay/BHIM UPI

Extended Payment Plans

In order to make the Bootcamp program more accessible for Students, goHarness offers an extended payment plan option. These payment plans include no fees in addition to the Tuition cost. Students who choose the payment plan option will have a monthly billing system set-up by goHarness and payments are to be made by no later than the 5th day of the month of the set-up instalment.

For Students, goHarness offers the following payment plan:

- 3 Month plan
 - Monthly: Rs. 20,000

- Total, monthly payments: Rs. 50,000
- Total, with deposit: Rs. 60,000

Students who select a payment plan option agree to deposit the instalments by the 5th day of the month. Payments that are not made on-time, or payment attempts that are rejected due to insufficient funds, will have a 5-day grace period, after which they will accrue interest at a rate of 5% of the missed payment amount per month.

In a case of a third-party lender, these terms do not hold true.

Payment Timeline

The following dates are the Bootcamp program payment deadlines:

- Initial Deposit: (date varies by Student) Two weeks after notification of acceptance into the Bootcamp program
- Tuition:

Refunds and Transfers

Deposit payments are non-refundable, but may be transferred for usage in future Program dates.

If a Student elects to drop out of the Bootcamp program for any reason, tuition due is prorated from the date that goHarness receives official notification in writing from the Student via email. For instance, if a Student completes 6 weeks of in-person/remote classes (50% of the bootcamp) then notifies goHarness of the election to drop out of the Bootcamp program, the Student owes tuition payments in the amount of 50% of the total. If a Student has paid tuition up-front, the prorated amount will be refunded. If a Student is paying tuition with an Extended Payment Plan, then the Student agrees to continue payments until the prorated amount is satisfied.

A Student may, upon approval from goHarness, request to transfer to a future Bootcamp program. This future Bootcamp program must have a start date within one year of the Student's initial Bootcamp program start date. A Student who requests to transfer, and whose transfer request is approved by goHarness, will owe a Rs. 5,000 transfer fee, and prorated tuition for the current Bootcamp program. The Student will then owe the remainder of the original prorated tuition upon beginning the new Bootcamp program. A Student who requests a transfer must do so in writing via an email to goHarness, and transfer requests must be received prior to the halfway mark (6 weeks of in-person/remote classes) of a Bootcamp program. A Student who transfers once will not be eligible for additional transfers.

Intellectual Property

Student Works

Students who participate in the Bootcamp program will write source code for a variety of software programs, and write documents such as post for personal blogs. Students will own and

maintain all rights to any source code said Student writes, develops, creates, etc during the Bootcamp program. Students will own and maintain any rights to written works, including but not limited to, personal blog posts, etc., that are created during the Bootcamp program by said Student. Students may choose to waive these intellectual property ownership rights by applying an Open Source license to their source code, or a Creative Commons license to their written works. Students may also choose to assign the intellectual property ownership and rights to their source code or written works to goHarness on a case-by-case basis, such as through contributions to an goHarness-owned software product, or through a guest blog post on the goHarness website, which shall be documented in a separate agreement between the parties.

Instructional Material

goHarness maintains ownership to all instructional material developed, utilised or created during the Bootcamp program. Instructional materials are provided under a Creative Commons Attribution-NonCommercial-ShareAlike license (<https://creativecommons.org/licenses/by-nc-sa/4.0/>). Students may use the instructional materials in compliance with this license.

Photo and Video release

By participating in the Bootcamp program, Students consent and authorize goHarness or any entity authorized by goHarness to copyright, use and publish any of the images or videos in any format taken of me throughout the Bootcamp program and related events. Student understands these images and videos may be used for a variety of purposes and may appear on the goHarness website, in goHarness social media postings, promotional materials or any other media now known or to be invented and/or utilized by goHarness. Student also understands that goHarness or any entity authorized by goHarness will use the images and videos exclusively for goHarness-related purposes and not for any third-party commercial gain. Since anyone can download an image from the Internet or make copies from printed materials, Student acknowledges and agrees that goHarness is not responsible for unauthorized use of any images. Student acknowledges and agrees that Student is not entitled to any compensation and that the images may appear with or without Student's name.

Disclaimer of Warranties

STUDENT EXPRESSLY UNDERSTANDS AND AGREES THAT: (A) YOUR USE OF THE BOOTCAMP PROGRAM IS AT YOUR SOLE RISK, AND THE BOOTCAMP PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES (AS DEFINED BELOW) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE BOOTCAMP PROGRAM, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE BOOTCAMP PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) THE BOOTCAMP PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE BOOTCAMP PROGRAM WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS OR

SERVICE AVAILABLE ON THE BOOTCAMP PROGRAM WILL MEET YOUR EXPECTATIONS AND, AND (iv) ANY ERRORS IN THE BOOTCAMP PROGRAM WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE BOOTCAMP PROGRAM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. "Released Parties" include Bootcamp Program and its affiliates, officers, directors, managers, owners, members, employees, agents, service providers, partners, Instructors, and licensors.

Limitation of Liability and Indemnification

STUDENT EXPRESSLY UNDERSTANDS AND AGREES THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO STUDENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE BOOTCAMP PROGRAM; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE BOOTCAMP PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE BOOTCAMP PROGRAM; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY GOHARNESS; OR (vi) ANY OTHER MATTER RELATING TO THE BOOTCAMP PROGRAM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT POSSIBLE BY LAW, OUR MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE BOOTCAMP PROGRAM OR YOUR USE OF BOOTCAMP PROGRAM CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED .

Student agrees to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any Bootcamp Program content, or (iii) your breach of the terms and conditions contained herein. goHarness shall provide notice to any Student promptly of any such claim, suit, or proceeding.

Termination of Rights

Student agrees that goHarness, in its sole discretion, may deactivate a Student's account or otherwise terminate a Student's involvement in the Bootcamp program or any reason, including,

without limitation, if goHarness believes that a Student may have: (a) breached any terms or conditions contained herein; (b) infringed the intellectual property rights of a third party; and/or (c) violated or acted inconsistently with the letter or spirit of these terms. Student agrees that any deactivation or termination of said Student's access to the Bootcamp program may be effected without prior notice to Student and that goHarness shall not be liable to Student nor any third party. Student also acknowledges that goHarness may retain and store Student information on goHarness' systems.

Governing Law

This User Agreement shall be construed in accordance with the applicable laws of India. The Courts at New Delhi shall have exclusive jurisdiction in any proceedings arising out of this agreement.

Any dispute or difference either in interpretation or otherwise, of any terms of this User Agreement between the parties hereto, the same shall be referred to an independent arbitrator who will be appointed by 'Gifts of Love' and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in New Delhi. The High Court of judicature at New Delhi alone shall have the jurisdiction and the Laws of India shall apply.

INDEMNIFICATION

Student shall indemnify and hold goHarness, its affiliates, as well as their representatives, officers and directors harmless from and against any and all losses, claims, damages, demands, actions, suits, penalties, liabilities and expenses (including legal and attorney fees) suffered or incurred by Indemnified Parties arising out of or in connection with:

- Breach of any representation, warranty, covenant or obligations of Institute
- Any fraudulent or illegal use of the Platform.
- Infringement of goHarness Intellectual Property Right by Student

The Indemnification rights of goHarness under this Agreement are independent of, and in addition to, such other rights and remedies as goHarness may have under this Agreement or at law or in equity or otherwise, including right to seek specific performance, rescission, restitution, or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

Agreement to Arbitrate

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH A STUDENT CAN SEEK RELIEF FROM GOHARNESS. THIS SECTION WAIVES YOUR RIGHT TO A TRIAL OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.

goHarness and Student waive all rights to trial in any action or proceeding arising out of or relating to these terms (including any applicable terms of service or policies), the Bootcamp program, or otherwise arising between the parties, including, without limitation, any Student's statutorily created or protected rights. With the exception of any action or proceeding brought by goHarness in which injunctive relief is sought, any controversy or claim arising out of or relating to these terms (including any applicable terms of service or policies) and/or the Bootcamp program shall be settled exclusively by binding arbitration in accordance with the commercial arbitration rules of the **Indian** Council of **Arbitration** (ICA), and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. This waiver applies to class arbitration and the arbitrator(s) may not consolidate more than one person's claim. With the exception of any claim by goHarness for indemnification, under no circumstances is an arbitrator authorized to issue an award for, and the parties hereby waive all rights to claim, punitive damages, liquidated damages, incidental or consequential damages, or attorneys' fees. The arbitration shall be conducted in the UT of New Delhi unless the parties agree otherwise. Student hereby acknowledges that Student understands the terms of this Arbitration Section, and agrees to comply with all of its terms and provisions.

Assignment

goHarness may freely transfer or assign any portion of its rights or delegate its obligations under these terms. Student shall not transfer or assign, by operation of law or otherwise, any portion of its rights or delegate any obligations under these terms without the prior written consent of goHarness. Any attempted transfer or assignment in violation thereof will be null and void.

Entire Agreement/Severe-ability

These terms (including any applicable terms of service or policies) are the entire and exclusive agreement between goHarness and Student regarding the Bootcamp program, and supersede and replace any prior agreements between goHarness and Student regarding the Bootcamp program. No other person or company, with the exception of the goHarness Entities, will be third party beneficiaries to the terms (including any applicable terms of service or policies). If any provision of these terms (including any applicable terms of service or policies) is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the other provisions, and shall not affect the validity and enforceability of any remaining provisions.

No Waiver

Any delay or failure on the part of goHarness to enforce any rights under these terms (including any applicable terms of service or policies) to which it may be entitled shall not, in any event, be construed as a waiver of the right and privilege to do so at any subsequent time.

Notifications and Changes to the Terms

These terms (including any applicable terms of service or policies, such as those relating to payment) are subject to change. If Student continues to access and/or participate in the Bootcamp program after these terms (including any applicable terms of service or policies) change, Student agrees to be bound by such changes. Any changes will be effective immediately upon posting. Please check these terms (including any applicable terms of service or policies) for changes periodically. goHarness may provide notifications, including changes to these terms, to Student via email notice, written or hard copy notice, or through posting of such notice on the goHarness website, as determined by goHarness in its sole discretion.

Acknowledgement and Signature

I hereby acknowledge that I have read and reviewed this document, and as a Student of the Bootcamp program, agree to the terms outlined herein defining my relationship with goHarness and its Bootcamp program.

Student Signature: _____

Student Printed Name: _____

Date: _____

Student Agreement (“terms”), updated September 03, 2019