

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("Agreement") is entered into on 26.11.2022

BETWEEN

uLektz Learning Solutions Private Limited (uLektz) having its head office at No. 100, Lake View Estate, Porur, Chennai - 600116, Tamil Nadu (hereinafter referred to as "**COMPANY**")

AND

Stella Matutina College of Education, Kamaraj Salai, Ashok Nagar. (hereinafter referred to as "**INSTITUTION**")

WHEREAS;

- A. **COMPANY** is an ISO 9001:2015 and 27001:2013 certified Education Technology company working with hundreds of colleges and universities to help them leverage digital technologies to improve Institutional outcomes and ensure students' success;
- B. **COMPANY** offers its SaaS-based cloud platform with white-labelled mobile app to the **INSTITUTION** for enabling digital education, engaging students, connecting students with alumni and industry and providing resources for education, skills and careers (hereinafter referred as "**SERVICES**");
- C. **INSTITUTION** desires to implement the **SERVICES** and authorizes the **COMPANY** to develop, maintain and update the Android mobile app for Google Playstore;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing and the mutual covenants set forth herein, **COMPANY** and **INSTITUTION** (also referred to herein as "**Party**" in the singular and "**Parties**" in the plural) hereto agree as follows:

1. RESPONSIBILITIES OF THE COMPANY

- a. **COMPANY** shall provide the following **SERVICES** to the **INSTITUTION**:
 - Cloud-based platform to access the system from Desktop and Laptop using web-browser including the implementation, hosting, storage, maintenance, updates and technical support.
 - **INSTITUTION** branded Android mobile app including the implementation, hosting, storage, maintenance, updates and technical support.
 - **INSTITUTION** shall also submit the Android mobile app in Google Playstore on-behalf of the **INSTITUTION**.

- b. COMPANY will provide the INSTITUTION with reasonable technical support services via email, chat, phone and/or web conference if needed on weekdays during the office business hours of 10:00 am through 6:00 pm Indian Standard time, with the exclusion of Indian National Holidays ("Support Hours").
- c. COMPANY can be contacted for technical support at any time by sending an email to support@ulektz.com. Company will use commercially reasonable efforts to respond to the Support Requests within one (1) business day.

2. RESPONSIBILITIES OF THE INSTITUTION

- a. Provide Authorization Letter to implement the Solution and submit the Institution branded mobile app to Google Playstore.
- b. Showcase and put the web links or URLs of the implemented Solution (Web and Mobile App) on the Institution's website
- c. Notify all the members and member institutions/organisations about this digital initiative of the Institution through email, SMS, and/or by any other means of communication and promotion.

3. PRICING AND PAYMENT TERMS

- a. COMPANY shall offer the SERVICES for Free of Cost.
- b. INSTITUTION or the members of the INSTITUTION may purchase or subscribe any resources for education, skill development and careers from the COMPANY at their own discretion.

4. TERM AND TERMINATION

- a. This Agreement shall commence from the Effective Date and shall continue for a period of 3 (Three) years from the Effective Date (hereinafter referred as "Term").
- b. This Agreement may be extended after the expiry of the term for a further period on mutual agreement between the INSTITUTION and COMPANY.
- c. Either party may terminate this Agreement by notifying the other Party in writing at least sixty (60) days in advance of such termination.
- d. Unless otherwise agreed upon by the Parties, the termination of this Agreement shall not affect the implementation of on-going activities and/or programmes, which have been agreed upon by the Parties on or before the date of termination of the Agreement.

5. DATA PROTECTION POLICY

- a. Any study materials uploaded by the INSTITUTION into the uLektz platform shall be considered as the property of the INSTITUTION and shall be protected by the Copyright Act.
- b. INSTITUTION shall have control to add, remove and manage users, and assign appropriate roles, rights and permissions to its users in the uLektz platform.

- c. INSTITUTION shall have the control to upload, remove and manage its content in the uLektz platform.
- d. COMPANY shall not sell, trade or rent the study materials or content uploaded by the Institution to any third party without permission from the Institution either in writing or electronically.
- e. COMPANY shall not sell, trade or rent the user database of the INSTITUTION to any third party without permission from the INSTITUTION or the respective users either in writing or electronically.
- f. COMPANY shall take all the reasonable measures to ensure the security of the data from unauthorized access.
- g. COMPANY shall strictly follow the data privacy measures as per the "Terms of Service" "Privacy Policy" and "Security" given in its website.

6. CONFIDENTIALITY

Each party undertakes to observe the confidentiality and secrecy of the documents, information and other data received from, or supplied to other Party during the period of the implementation of the Agreement or any other agreements made pursuant to this Agreement. However, in case of any circumstances such as R.T.I or any other legal requirement, each party may do so with Intimation to other party.

7. INTELLECTUAL PROPERTY RIGHTS (IPR) / OWNERSHIP

- a. Both the parties will ensure appropriate protection of intellectual property rights obtained on the basis of this Agreement, in accordance with providing laws and regulations in force in the country.
- b. All intellectual property rights and ownership over the software, materials, resources, and information created or invented by the COMPANY shall rest with COMPANY. Similarly, all intellectual property rights and ownership over the software, materials, resources, and information created or invented by the INSTITUTION shall rest with the INSTITUTION.

8. LIMITATIONS OF COMPANY'S LIABILITY

THE COMPANY WILL NOT BE LIABLE TO INSTITUTION WITH RESPECT TO THIS AGREEMENT EXCEPT IN THE EVENT OF THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE COMPANY WILL NOT BE LIABLE FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT LOSS OR DAMAGE OF ANY KIND. COMPANY WILL HAVE NO LIABILITY TO PARTNER FOR COMMISSIONS WHICH MIGHT HAVE BEEN EARNED UNDER THIS AGREEMENT BUT FOR THE INABILITY OR FAILURE OF COMPANY TO PROVIDE SERVICES TO ANY PERSON SOLICITED BY PARTNER, OR IN THE EVENT OF DISCONTINUATION OR MODIFICATION OF THE SERVICES THAT PARTNER IS AUTHORIZED TO SELL.

9. INDEMNIFICATION

Both the parties shall indemnify and keep the other party indemnified and harmless against any or all claims, actions, proceedings by third party (including all costs, expenses, damages/losses) arising out of or in connection with this Agreement due to breach of any provisions of this Agreement by such party or as a result of any act of negligence/omission on part of such party and/or its employees, agents, etc.

10. ARBITRATION

Both parties agree that any dispute arising between them with respect to this Agreement and/or any customer accounts serviced by uLektz, or Client shall be referred to sole arbitrator appointed by uLektz and Client. The venue of the arbitration will be in Indonesia. The arbitration proceedings will be conducted under the Indonesian Law (Arbitration and Conciliation Act). The award passed by the arbitrator shall be final and binding on the parties to this Agreement.

IN WITNESS WHEREOF both the Parties through their duly authorized representatives signed this Agreement on the Effective Date herein above mentioned.

Authorized Signatory for and on behalf of uLektz Learning Solutions Private Limited	Authorized Signatory for and on behalf of Stella Matutina College of Education
 <p>Name: Sadiq Sait M.S Title: CEO</p>	 <p>Name: Rev. Sr. Pauline Mary Title: Secretary Secretary Stella Matutina College of Education Ashok Nagar, Chennai - 600 083</p>

