



सत्यमेव जयते

INDIA NON JUDICIAL

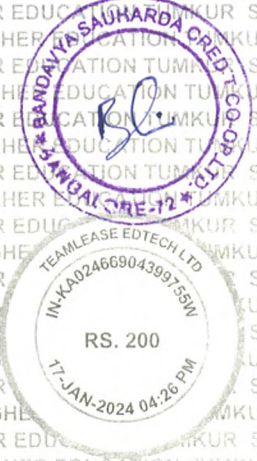
Government of Karnataka

Rs. 200

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Certificate No. : IN-KA02466904399755W
Certificate Issued Date : 17-Jan-2024 04:26 PM
Account Reference : NONACC (FI)/ kaksfcl08/ NAGARBHAVI/ KA-RJ
Unique Doc. Reference : SUBIN-KAKAKSFCL0869501706455027W
Purchased by : TEAMLEASE EDTECH LTD
Description of Document : Article 12 Bond
Description : M O U
Consideration Price (Rs.) : 0
 (Zero)
First Party : SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION TUMKUR
Second Party : TEAMLEASE EDTECH LTD
Stamp Duty Paid By : TEAMLEASE EDTECH LTD
Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)

सत्यमेव जयते



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Services Agreement for Admission and Examination for Online Programs

THIS AGREEMENT is made this 18th Jan 2024 (Effective Date), by and between:

(i) Sri Siddhartha Academy of Higher Education(SSAHE) (Deemed to be University) having its headquarters at Agalakote, B.H. Road,Tumkur - 572 107, Karnataka hereinafter called the "University" of the FIRST PART.

AND

(ii) TEAMLEASE EDTECH LTD., having its registered office at 903, Western Edge II, Western Express Highway, Borivali (E), Mumbai - 400066 and possessing ROC registration number U80301MH2010PTC211390 hereinafter called "Service Provider" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their administrators, successors in business and permitted assigns) of the OTHER PART;

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Whereas,

- (a) The Service Provider is a Company incorporated under the Companies Act, I of 1956 and is engaged in the business of providing Education Support services for Educational Institutes and Universities.
- (b) The University is a UGC approved Online University that has endeavored to launch programmes that will create employable manpower, which is of crucial importance to the economy of the state and the country.
- (c) The University is committed to make learning more effective by application of new technology and innovations in the field of Online Learning and Apprenticeship Embedded Learning.
- (d) The Service Provider has already developed technology and the digital course content for several Courses as well as facilitating apprenticeship embedded degree programmes that it offers to multiple universities and educational institutions. The Service Provider offers its services on a completely Managed Model and the service includes features like:
 - Technology Platforms for Launching, Delivering and Managing Online Programs
 - Mobile Application to Support Anywhere/Anytime Learning
 - PowerPoint Presentations
 - Course material and Study notes
 - Asynchronous feedback mechanism for students (via mail)
 - Continuous assessment for students
 - Question bank consisting variety of questions
 - Student support services
 - Admission management services
- (e) The University has decided to launch its courses in the Online mode and seeks the assistance of the Service Provider in the process. The University seeks the assistance of the Service Provider as the Exclusive Academic Support Services Service Provider for all courses it will provide in the Online mode.
- (f) The Service Provider shall provide its services for Online Learning Courses offered by the University subject to the terms and conditions hereinafter recorded and agreed to between the parties.

NOW THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATION SET OUT HEREIN, the Service Provider and the University (each individually a "Party" hereto and collectively the "Parties") have agreed to enter into this Services Agreement ("Agreement") to govern the way in which the Service Provider will provide Academic Support Services to all Online Learning Courses offered by the University.



Definitions and Interpretations

In this Master Services Agreement, unless the context requires otherwise:

- (a) "Agreement" shall mean this Services Agreement together with all its Schedules. In the event of a conflict between this Agreement and the Schedules, the terms of the Agreement shall prevail;
- (b) "Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;
- (c) "Authority" shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country;
- (d) Online Learning Programs are offered by the University in the online mode to deliver education, learning and student support services.
- (e) "Course" shall mean the Online Courses offered by the University in the Online Learning mode utilizing the services of the Service provider. The Courses can include Degrees, Diplomas, Certificate and Vocational courses from the formal and non-formal streams;
- (f) "Students" shall mean individuals who are admitted to the Courses in the University. An individual who is admitted as a student continues to remain a student until he successfully completes the Course within the maximum period permitted by the University (including readmission period);
- (g) "Course Design" will include defining various aspects of the course including learning objectives, curriculum (syllabus), structure, instruction methodology, course material, activities, assignments and assessment/examination;
- (h) "Course Schedule" is the schedule for the commencement and key activities such as examination of various Courses being offered. The Courses will have an annual cycle initially which could be increased based on consent of both parties;
- (i) "Content" includes various modes of providing instructional material for a specific course as per the Course Design to a student and may include printed course material, activities and assignment assessment and counseling as required at various stages during the cycle;



- (j) "Service" shall mean various services offered to the Students by the Service Provider for a specified Course. This will start from Course Design and include admission facilitation, collection of fees, Content Provisioning, Examination facilitation as per the terms of this agreement;
- (k) "Examination" or "Assessment" refers to the method of assessment that will be chosen for assessing suitability of the Student for award of a Degree. Various methods of assessment may be adopted for a specific course including online exams, assignments, project work, continual assessment etc.;
- (l) "Examination Fee" shall be the Fee charged by the University to permit a student to appear for an Examination.
- (m) "Effective Date" shall mean the date on which this Services Agreement is executed;
- (n) "Term" shall mean the duration of the Agreement as stated in section 2.2;
- (o) "Confidential Information " shall mean all information including content which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement;
- (p) "Software" shall mean the software designed, developed, customized, tested and deployed by the Service Provider for the purposes of rendering the Services to the Stakeholders of the Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third-party software products;
- (q) "Intellectual Property Rights" shall mean and include all rights in the Software, Course Material, other forms of Content, its improvements, up-gradations, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, whatsoever that subsist, or may subsist, or be capable of registration, or may exist, in any jurisdiction, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein as granted under Applicable Law;
- (r) "Base Content" is the Content that has been created by the Service Provider on its own or in Partnership with other organizations without using any confidential information of the University. The Base content will also include all electronic content that is developed by the Service Provider at its own cost specifically for Courses offered by the University.



- (s) "Customized Content" is the electronic material or content developed by the Service provider by using or customizing the Syllabus Content provided by the University.

Scope of Agreement

1.1 Scope

This Agreement shall govern the provision of the Services to Students who are admitted to an Online Learning Course by the University as per the Course Schedule. The Primary Service will include academic support services delivered to the student on behalf of the University in the form of

Admission Support Services

- Promotion of the said courses in various web portals
- Managing the admission pages of the University web site
- Generation of leads for the said courses
- Promotion of the courses through digital media
- Promotion of the courses through print media
- Creation of collaterals for all campaigns
- Printing of collaterals (handouts, standees, banners as required)
- Promotion of the courses through the learning centers of the Service Provider
- Aiding the walk-in students
- Running a call center to manage in-coming queries from potential students
- Clarification of doubts and helping them fill up the admission form
- Follow up with the incoming leads to convert them into admissions
- Assistance to the students for payment of fees
- Verification of the admission forms submitted by the students
- Communicating the students about the deficiency is found in the forms
- Follow up with the students for the pending documents so as to complete the admission forms in all respect
- Compilation of the admission forms and submission of the same to the University
- Helping the students pay the fees online, and reconciling the same with the University

Examination Support Services

- Conduction of formative assessments in the online mode
- Conduction of mock tests in the Online Mode
- Providing counselling assistance to the students for examinations
- Providing guidance to the students for examination preparations
- Helping create a question bank for the students for preparation for the exams
- Communicating with the students about the important dates
- Creation of an examination form that can be filled up online as well as offline
- Assistance to students to fill up the said examination form
- Helping the students pay the examination fee online



- Assisting the university for Centre allocations
- Assisting the university in creation of the admit cards
- Assisting the university for creation of hall tickets
- Assisting the university in managing the attendance of the students
- Assisting the university in tabulation of the marks
- Creating the remote proctoring system for Online Assessments

The complete list of Courses intended to be covered by this Agreement is provided in the **Annexure A** to this Agreement. The above-mentioned lists may be modified by mutual consent at any stage as may be required therein.

1.2 Commencement and Duration of this Agreement

- This Agreement shall come into effect on the Effective Date and shall continue till the completion of an initial period of Five years. The Agreement may be renewed with written consent of both the parties for a further period unless either of the parties decides otherwise. In case, any one of the parties decides not to continue or renew the Agreement, the party shall be required to give a written notice to the other party of at least 90 days prior to the expiration of this Agreement.
- The Service Provider shall make Services for the selected Courses available on the portal (provided by the Service Provider) within 6 weeks of the Effective Date.

1.3 Approvals and Required Consents

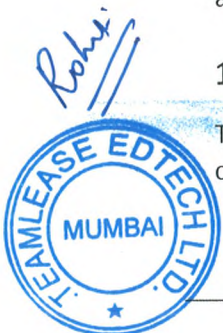
Each Party shall at all times and at its own expense (a) strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of this Agreement; (b) pay all fees and other charges required by such Applicable Laws; (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any Authority to the extent necessary to perform its obligations hereunder; and (d) Cooperate with each other to the fullest extent to fulfill the above mentioned requirements.

1.4 Creation and Use of IT Infrastructure

During the Term of the Agreement, the Service Provider shall create the necessary Cloud Based IT Infrastructure ("IT Infrastructure") required for delivery of Services at its own cost. The IT Infrastructure may be dedicated or shared, albeit with appropriate security mechanisms. The Service Provider shall, as and when required, make upgradations and improvements as well as undertake necessary changes to the IT Infrastructure without any financial obligation on the part of the University. The IT Infrastructure shall be owned solely by the Service Provider at all times during the subsistence of this Agreement and thereafter. The University shall have no rights in and to such IT Infrastructure, except the appropriate rights of usage granted to it by the Service Provider pursuant to the terms and conditions of this Agreement.

1.5 Provisioning of Space

The University will provide adequate furnished space in its campus, free of rent and other costs, for interaction with walk-in students, running operations and creation of the



content recording and editing studio. The space provided will include adequate space near the admission counters of the University.

1.6 Responsibilities of Service Provider

During the term of the Agreement, the Service Provider will undertake all activities necessary to meet the Course Schedule for various Courses:

Admission Support Services

- Promotion of the said courses in various web portals
- Creation and management of a new website (linked to the main website) for information on the Apprenticeship Embedded Degree Courses;
- Managing the admission pages of the University web site
- Generation of leads for the said courses
- Promotion of the courses through digital media
- Promotion of the courses through print media
- Creation of collaterals for all campaigns
- Printing of collaterals (handouts, standees, banners as required)
- Promotion of the courses through the learning centers of the Service Provider
- Marketing the Courses and soliciting admissions for the Online Courses;
- Running a call center to manage in-coming queries from potential students
- Clarification of doubts and helping them fill up the admission form
- Follow up with the incoming leads to convert them into admissions
- Assistance to the students for payment of fees
- Verification of the admission forms submitted by the students
- Communicating with the students about the deficiency is found in the forms
- Follow up with the students for the pending documents so as to complete the admission forms in all respect
- Compilation of the admission forms and submission of the same to the University
- Helping the students pay the fees online, and reconciling the same with the University
- Adhering to the business plan. This business plan can, however, be modified from time to time with mutual consent.

Examination Support Services

- Conduction of formative assessments in the online mode
- Conduction of mock tests in the Online Mode
- Providing counselling assistance to the students for examinations
- Providing guidance to the students for examination preparations
- Helping create a question bank for the students for preparation for the exams
- Communicating with the students about the important dates
- Creation of an examination form that can be filled up online as well as offline
- Assistance to students to fill up the said examination form
- Helping the students pay the examination fee online
- Assisting the university for Centre allocations
- Assisting the university in creation of the admit cards



- Assisting the university for creation of hall tickets
- Assisting the university in managing the attendance of the students
- Assisting the university in tabulation of the marks
- Creating the remote proctoring system for Online Assessments

1.7 Responsibility of the University (“University Responsibilities”)

During the term of the Agreement, the University will be responsible:

- To nominate a Senior Officer / Academician as a single point of contact for all activities under the Agreement.
- To provide support to the Service Provider as requested on academic matters;
- To review and approve advertisements and other marketing material published on behalf of the University. To accord approvals where required for various promotional offers proposed by the Service Provider without any financial impact on the University;
- To include these set of Online Learning Courses in all advertisements (for admissions and otherwise) and other communication material;
- To include Online Learning Courses in the University prospectus and make suitable arrangements for facilitating student admission to Online Learning Courses after purchasing the prospectus;
- To provide access and permit changes to the University web site to announce and promote the Online Learning Courses and link to relevant web sites/content;
- To enable the promotion of Online Learning Courses at the regional centers, affiliated and constituent colleges and other student interaction points of the University;
- To provide necessary approvals for eligibility norms including lateral entry, international students etc.
- To provide Syllabus Content used for similar programs, in electronic format where available with necessary permission to the Service Provider to reproduce, distribute, digitize and make minor modifications as required;
- To review and approve an examination scheme for conducting online exams for all Online Learning Courses and providing associated guidelines for grace marks etc.;
- To revise and declare the fee structure to be paid by the students for all Online Learning courses as per provisions under university statutes/regulations.
- To extend support of the existing faculty of the University in the creation and translation, if required, of the Online Content.
- Provide necessary permissions to offer the Online Learning Courses being offered under this Agreement in at least two admission/academic cycles in a year;
- To conduct the examinations with support from the Service Provider;
- To declare results and print marks sheets, certificates etc.;

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M. Z. Khan

p) Other issues related to the conduction of the Online Learning Courses.

1.8 Service Development Guidelines

- a. The Service for the Courses will be developed by the Service Provider following the broad guidelines provided below:
 - i. The language of communication/teaching will be English.
 - ii. As the content has to cater to the online audience, the lectures will be precise, crisp and easy for a student to understand, as can be reasonably expected from an Online Learning Course;
 - iii. The delivery of the lecture will be similar to that of a Professor delivering a lecture to a large audience in a classroom/hall/auditorium;
 - iv. Highest ethical standards will be adhered to and the lecture will not criticize or discriminate any Individual/ Group/ Organization/ Caste/ Religion/ Nation;
 - v. Clear explanation will be provided for all the technical terms, along with their meaning and abbreviations;
 - vi. Qualified Professors/Lecturers/Subject Matter Experts/Industrial Professionals/distinguished academicians will be delivering lecture;
 - vii. The Content developed for a Service will be offered to the Quality Committee for review. Any major change to the content will also be approved by the Quality Committee.

The Service Provider agrees to provide training to the employees of the University who are part of the service management and delivery on a written request by the University. The Service Provider shall provide one such session free of cost to the University, on demand by the University.

Governance

1.9 Use of Services

- a. The University will undertake and use the Services in accordance with this Agreement as well as any instructions or procedures as may be agreed upon by the Parties from time to time.
- b. The Service Provider will provide access to the Service only to Students admitted to the Online Learning Courses
- c. The University agrees and undertakes that it shall not, without the written consent of the Service Provider:
 - i. Use or allow any other person to use the Service or the Content as part of a network or contrary to any other restrictions contained in this Agreement;
 - ii. Translate or adopt the Service or the Content for any purpose or create any work delivered from the said Service;
 - iii. Transfer or license or rent out all or any of the Service to any other person;



- iv. Make any alterations or additions to the Service or the Content;
- v. Permit the whole or any part of the Service to be combined or mixed up with any other program either by the University itself or by any third party in collaboration with the University;
- vi. Permit itself or others to decompile, reverse - engineer or disassemble the Service or any part of the Content except to the extent allowed by applicable law;
- vii. Make or permit others to make any copies of the Content or part thereof;
- viii. Allow unauthorized access, use or copying and shall maintain adequate security measures to safeguard the Service and the Content.

1.10 Co – Operation

Except as otherwise provided elsewhere in this Agreement, each Party ("Providing Party") to this Agreement undertakes promptly to provide the other Party ("Receiving Party") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

- i. Does not require material expenditure by the Providing Party to provide; and
- ii. is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement; and
- iii. is not Confidential Information; and
- iv. is capable of being provided by the Providing Party

1.11 Service Quality

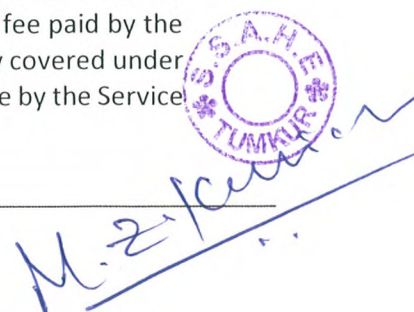
The University and the Service Provider shall constitute a joint committee called Content Quality and Review Committee (Quality Committee) for the periodic review of the service (twice a year). Two members of the five-member committee will be nominated by the Service Provider and Three members by the University. The committee may offer suggestions for the improvement of the service that will be incorporated by the Service Provider thereafter. The Quality Committee will also be responsible for review and approval of content that is designed as part of a Course.

Fees

In consideration of providing the Services, the Service Provider shall get a revenue share of the fees being paid by the students for all the said Courses. The same will be inclusive of the taxes, duties, or other levies by the Government or any other authority under the law payable. The revenue share amount and the method of payment shall be as follows:

Revenue Share -

- a. **For Services Mentioned in this agreement** – The total fees being charged from the students shall be divided into University's share of fees and Service provider's share of fees in which the service provider's share shall be 42 % of the total fee paid by the student. All expenses in offering the Service other than those explicitly covered under Clause 1.7 of this Agreement (University Responsibilities) shall be borne by the Service



Provider. The Service Provider shall be publicizing the total course fees for the said courses in consultation with the University from time to time.

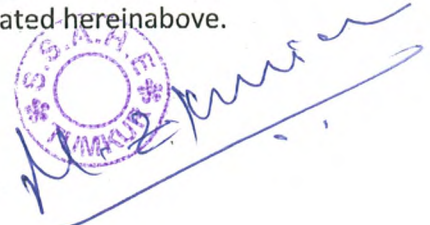
- b. **Collection Method** – The fees paid by the student shall be split at the source and the respective amounts shall be paid to the University and to the Service Provider in due course. In case of online payments, the payment gateway, set up by the Service Provider, shall split the fees and the amount shall be credited to the respective accounts of the University and the Service Provider. The University and Service provider will also open an Escrow account with a mutually agreed bank, wherein the amounts deposited are automatically credited to the University and the Service Provider as per the agreement. All payments that are not split at source will be deposited into this account.

Termination Due To Breach & Rectification

- a. In the event that either Party believes that the other is in material breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement by
- (i) Serving a Ninety (90) days' notice for curing this material breach. Any notice served pursuant to this Article shall give reasonable details of the Material Breach.
 - (ii) If the Material Breach is not rectified within this period of 90 days, the aggrieved Party will have the option to terminate the Agreement immediately.

1.12 Termination due to Bankruptcy

- a. Either Party may serve written notice of at least 3 months on the other at any time to terminate this Agreement in the event of a reasonable apprehension of bankruptcy:
- (i) Each Party shall in the event of an apprehension of bankruptcy immediately inform the other Party well in advance (at least 3 months) about such a development;
 - (ii) Conversely if a Party apprehends a similar event regarding the other Party, they can exercise the right of termination in the manner stated hereinabove.









1.13 Effect of Termination

On the termination of this Agreement as per the effective date aforesaid, the University shall stop the use of the Service and the Content and shall return the same to the Service Provider forthwith, along with all documentation copies related to the Service. The Service Provider will continue to service all enrolled students and the University will provide necessary support such as conducting exams and issue of certificates until the successful completion of the Courses they are admitted for as per the agreed upon terms and conditions as provided therein.

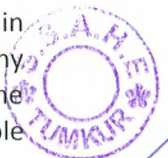
1.14 Dispute Resolution

- a. This Agreement shall be interpreted and construed in accordance with the laws of India.
- b. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through mutual discussions, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the Parties are unable to agree on who the sole arbitrator will be, the dispute shall be finally settled by a sole arbitrator, appointed pursuant to Section 11 of the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Bangalore, Karnataka, India. Each Party shall bear their own costs and expenses, incurred in connection with the arbitration proceedings.

Indemnification

- 6.1 Each Party shall indemnify and hold the other Party harmless from third party claims arising from or related to:
 - (a) A breach of the terms of this Agreement; or
 - (b) A violation of any Applicable Law.
- 6.2 The foregoing is, however, conditional upon the aggrieved party ("**Indemnified Party**") (i) notifying the party in breach ("**Indemnifying Party**") in writing and in detail without undue delay, (ii) authorizing the Indemnifying Party to conduct any judicial proceedings with such third party on its own, and (iii) providing the Indemnifying Party (at the expense of the Indemnifying Party) with any reasonable assistance so that the Indemnifying Party can defend such third-party claims.

Rohit



M. Z. Khan

Protection & Limitation

1.15 Warranties

- a. Both Service Provider warrants and represents to the University that:
 - (i) it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - (ii) this Agreement is executed by a duly authorized representative of Service Provider;
 - (iii) it shall discharge its obligations under this Agreement with due skill, care and diligence.
- b. The University warrants and represents to the Service Provider that:
 - (i) it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - (ii) this Agreement is executed by a duly authorized representative of Service Provider;
 - (iii) it shall discharge its obligations under this Agreement with due skill, care and diligence.

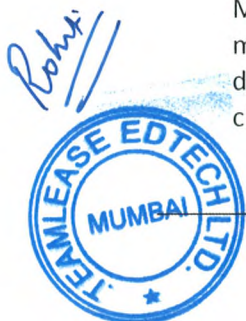
1.16 Limitation of Liability

Notwithstanding anything to the contrary elsewhere contained in this Agreement between the parties, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages

- a. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of Service Provider shall be, regardless of the form of claim, the consideration actually received by the Service Provider for Services rendered subject to a maximum cap amount of Rs. 5 Lakhs.
- b. The aforementioned liability limitations shall include claims against employees of, subcontractors of, or any other persons authorized by either Party.

1.17 Force Majeure

- a. Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other, due (directly/indirectly) to the extent and for the duration of any cause beyond reasonable control of the Party unable to perform due to ("**Force Majeure**") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, communal clashes, incidents of violence, lock-outs beyond its control, labor disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.



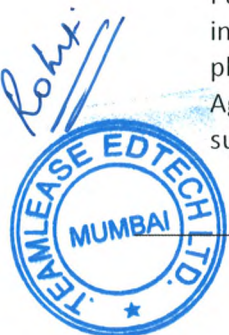
- b. The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.

Intellectual Property

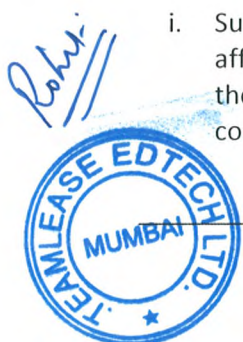
- a. Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "**Pre-existing Works**"). All rights in Pre-existing Works not expressly transferred herein are reserved to the owner.
- b. Specifically, all Intellectual Property including Software and Base Content created by the Service Provider or its Partners at its cost is considered as Preexisting Works and will continue to be the exclusive property of the Service Provider. Syllabus Content will remain the exclusive property of the University, other than to the extent it has permitted use by the Service Provider under this Agreement.
- c. The University will receive complete rights on the Customized Content. The Service Provider will also retain complete rights to the Customized Content and will be allowed to use it (with or without any modifications) in other services/projects/activities without any constraints in full knowledge and consent of the university.

Miscellaneous

- a. Independent Contractor - Personnel assigned by Service Provider to perform the Services shall be employees of Service Provider, and under no circumstances will such personnel be considered employees of the University. Service Provider shall have the sole responsibility for supervision and control of its personnel. The personnel are under the direct control and disposal of the Service Provider in respect of execution of the services forming part of the responsibilities assigned to the Service Provider. Service Provider shall have the sole responsibility for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws.
- b. Trademarks, Publicity - Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either, along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.



- c. Exclusivity – It is hereby agreed that the Service Provider has been retained on an exclusive basis for the launch, creation and management of all such Online/Blended Learning Courses of the University and the University shall not launch or create Online/Blended Learning Courses directly nor hire or engage with any other person/entity for the provision of the Services covered under this Agreement, including but not limited to the creation and management of Online/Blended Learning Courses of the University, during the Term of this Agreement.
- d. Assignment – This Agreement and the rights and obligations contained herein may not be assigned by either Party without the written consent of the other Party.
- e. Severability - If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question, which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- f. Delays or Omissions - No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach of default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.
- g. Compliance with Laws & Regulations - Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all Applicable Law. For the avoidance of doubt the obligations of the Parties to this Agreement are subject to their respective compliance with all Applicable Law.
- h. Entire Agreement - This Agreement and all schedules appended thereto constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.
- i. Survivability - The termination or expiry of this Agreement for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.



- j. Amendment - The Parties acknowledge and agree that amendment to this agreement shall be made in writing. Any such amendment made in writing shall be binding upon the Parties.

Notices

(a) Any notice required to be given by any party hereto to the other under this Agreement or in law shall be issued in writing and sent either by facsimile, email, registered post acknowledgement due or by hand delivery at the details given below:

Party of the First Part (SERVICE PROVIDER)

Address The CEO,
Teamlease Edtech Ltd, 903, Western Edge II,
Western Express Highway, Borivali East, Mumbai -400066
Email address edtech@teamlease.com

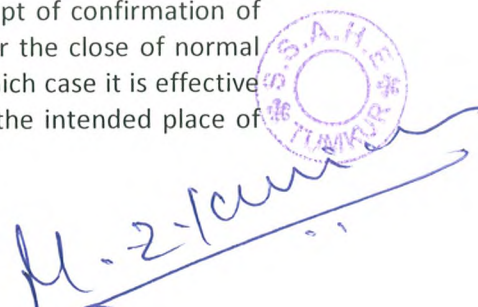
Party of the Other Part (UNIVERSITY)

Address : The Registrar,
Sri Siddhartha Academy of Higher Education
(Deemed to be University)
Agalakote, B.H. Road, Tumkur - 572 107, Karnataka
Email address : registrar@sahe.in

(b) A notice to a party must be addressed to that party at the address mentioned above or such other address as may be notified.




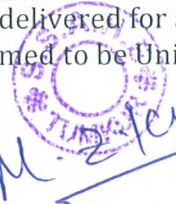

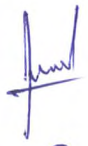


(c) A notice sent by mail or delivered by hand is effective upon receipt.

(d) A notice sent by facsimile or email is effective upon receipt of confirmation of successful transmission to the recipient unless it transmitted after the close of normal business hours, or on a Saturday, Sunday or a public holiday, in which case it is effective on the opening of business on the next business working day at the intended place of receipt.





IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

<p>Signed and delivered for and behalf of the Teamlease Edtech Ltd:</p> <p>Signature: </p> <p>Name: <u>ROHIT DOGA</u></p> <p>Date: <u>18/01/2024</u></p> 	<p>Signed and delivered for and behalf of SSAHE(Deemed to be University):</p> <p>Signature: </p> <p>Name: <u>Dr M. Z. KURIAN</u></p> <p>Date: <u>18.01.2024</u></p> 
<p>In the presence of:</p> <p>Witness 1</p> <p>Signature: </p> <p>Name: <u>Praveen Kumar. V</u></p> <p>Date: <u>18/01/2024</u></p>	<p>In the presence of:</p> <p>Witness 1</p> <p>Signature: </p> <p>Name: <u>Dr. R Prakash</u></p> <p>Date: <u>18/1/24</u></p>
<p>Witness 2</p> <p>Signature: </p> <p>Name: <u>Nagasrinivas Naidu C</u></p> <p>Date: <u>18/01/2024.</u></p>	<p>Witness 2</p> <p>Signature: </p> <p>Name: <u>Dr. Chidananda sousthy</u></p> <p>Date: <u>18/01/2024</u></p>