

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, ("MOU") is executed at Tumkur on 04th April 2022 ("Execution Date"), by and between:

DALHAM Eduflix Pvt. Ltd, a company incorporated under Companies Act, 2013, having its registered office at HV Cypress-II, No. 96, Kavi Lakshmisha Road, VV Puram, Bangalore, Karnataka- 560004 (hereinafter referred to as "**Dalham**" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its associate/group entities, successors-in-interest and permitted assigns) of the **FIRST PART**;

AND

Sree Siddaganga College Arts Science & Commerce, Tumkur incorporated under Sree Siddaganga Education Society having its registered office at BH Road, State Highway 33, Near Town Hall, Gandhi Nagar, Tumkur, Bangalore 572102 (hereinafter referred to as "**Partner Institute**" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the **OTHER PART**.

Dalham and Partner Institute shall individually be referred to as "**Party**" and collectively as "**Parties**".

WHEREAS:

- A. Dalham is *inter alia* engaged in the business of providing online Liberal Education and has developed an online application that offers a unique and innovative online course in the area of liberal education under the brand name DALHAM Learning ("**Dalham Application**") for the youth of India as more particularly detailed in **Annexure A** of this MOU ("**Dalham Course**"). The Dalham Course helps the students in developing the learning outcomes that are essential for their personal and professional life. The Dalham Course apart from imparting liberal education to the students also helps the institutes in assessing and rating the progress of each and every student through Dalham Application.
- B. Partner Institute is a well-known institute in India that offers different courses to students in the field of management and commerce.
- C. Pursuant to mutual discussion and understanding, the Partner Institute acknowledges and understands the need for the overall development of the student and in this regard is desirous to partner with Dalham and wishes to avail the license to access the Dalham Application for imparting the Dalham Course to its students. Dalham has agreed to grant the license to Partner Institute and access the Dalham Application on terms as set hereinbelow.



DALHAM EDUFLIX PRIVATE LIMITED

CIN No. U80903KA2020PTC136171

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Karnataka 560070

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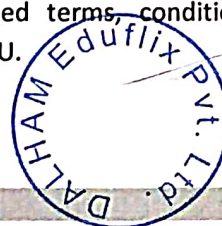
Reg. Address: HV Cypress -II, No. 96, Kavi Lakshmisha Road,
V V Puram, Bengaluru, Karnataka, India, 560004

NOW THEREFORE IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PRINCIPLE UNDERSTANDING

Pursuant to mutual discussion and understanding:

- 1.1. Partner Institute is desirous of including the Dalham Course in their curriculum by availing the license to use the Dalham Application for the Term. In this regard, Dalham has agreed to grant the Partner Institute the license to use the Dalham Application to its students for accessing the Dalham Course for the Term, on the terms detailed below.
- 1.2. In lieu of the license granted by Dalham to Partner Institute, the Parties have agreed on the financial understanding which is more particularly defined under Clause 4 Financial Understanding.
- 1.3. The Partner Institute agrees that it shall include the Dalham Course in the curriculum for the agreed batch of the Partner Institute for the particular academic session, whereby all the students of such batch shall be required to be enrolled for the Dalham Course along with such courses, programs and subjects as more particularly detailed in Annexure A of this MOU ("Partner Institute Program").
- 1.4. In this regard, it is agreed that:
 - 1.4.1. The Parties shall identify and agree on the batch of the particular academic session, who shall be availing the Dalham Course.
 - 1.4.2. The Partner Institute shall inform and provide Dalham with student data report, the number of students in a particular academic session, and Dalham shall provide for every student of the particular batch their respective email id and password to access the Dalham Course;
 - 1.4.3. The students email id's and passwords of the Dalham Application for accessing the particular Dalham Course shall not be shared and/or be transferred to the other student and/or any third party;
 - 1.4.4. The license for the particular Dalham Course granted to the Partner Institute shall be utilized in the same academic year and shall not be used for the other set of students in the next session.
 - 1.4.5. Save and except as agreed under this MOU, the Partner Institute shall not in any manner whatsoever, license, sub-license, assign, transfer, distribute, disseminate, present, use, share, copy, sell, or otherwise misuse the Dalham Application, the Dalham Course and content thereof;
 - 1.4.6. The student use reports, their notifications, and other such other information shall be accessible to the Partner Institute through their personal dashboard, and Dalham will provide the hard copy of the Certificates and evaluation reports of the student to the Partner Institute.
 - 1.4.7. The Parties shall comply with the other agreed terms, conditions, and commercials as detailed in Annexure A of this MOU.



2. TERM

Unless terminated earlier, the term of this MOU shall be valid for a period of Three year commencing from 01st July 2022 ("Effective Date") until 01st July 2025 ("Term"). Further, it is agreed between the Parties that notwithstanding anything contained under this MoU, the Parties shall not be entitled to terminate this MoU during 3 (three) years from the commencement of the Dalham Course for Partner Institute's UG and PG Program. However, prior to the expiry of the Term, the Parties may mutually agree to renew this MOU for such further period on terms as may be mutually agreed between them.

3. FINANCIAL UNDERSTANDING

In lieu of the license granted by Dalham to access the Dalham Application and Dalham Course for the Term, Partner Institute shall be liable to pay such amount and in such a manner as specified in Annexure A of the MOU. ("Financial Understanding").

4. GRANT OF RIGHTS AND INTELLECTUAL PROPERTY RIGHTS

4.1. Grant of rights:

4.1.1. Dalham hereby grants a limited, non-exclusive, conditional, non-transferable license to the Partner Institute to (i) access the Dalham Application and use the Dalham Course and content thereto during the Term solely for the purposes as defined herein under this MoU; (ii) use the brand, title, name, and logo of Dalham as per Dalham's brand guidelines on its official website and any other communication collaterals solely and exclusively for the purposes of promoting, marketing and advertising the association between the Parties as contemplated under this MOU.

4.1.2. Partner Institute hereby grants Dalham the right to use brand, title, name, acronym, and logo and/or the image of the Partner Institute, it's students availing the Dalham Course solely and exclusively for the purposes of promoting, marketing and advertising the Dalham Application, Dalham Course and association between the Parties as contemplated under this MOU

4.2. Intellectual Property Rights: Each Party shall, solely and exclusively own throughout the universe in perpetuity, including renewal and extension periods, their respective intellectual property rights, save and except as contemplated under this MOU.

4.3. Partner Institute hereby agree and acknowledges that the Dalham shall be the owner throughout the world in perpetuity of the Dalham Application, Dalham Course and the content provided therein and/or any other intellectual property right in relation thereto and further acknowledges and undertakes that it will not claim, during the Term and any time thereafter, any title in and any intellectual property rights by virtue of any rights granted hereunder.



5. REPRESENTATION AND WARRANTIES

Each Party to this MOU makes the following representation and warranties:

- (i) The person signing this MOU has the legal power and authority by virtue of statute/resolution, to sign this MOU for and on behalf of the Parties and to perform and comply with its duties and obligations hereunder.
- (ii) This MOU constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof and represents that there is no contract, agreement or understanding with any person, partnership, or any other entity/authority restricting or preventing it from performing its obligations/deliverables under this MOU.

6. TERMINATION AND CONSEQUENCES OF THE EXPIRY AND TERMINATION

- 6.1. Subject to the Lock-in Period, either Party shall have the right to terminate the MOU by giving 60(Sixty) days prior written notice to the other party in the event either Party commits breach of any of their respective representation, warranties, deliverables under this MOU ("Defaulting Party"), and such breach is not remedied (if capable of remedy) within abovementioned notice period.
- 6.2. Consequences of Termination or expiry:
 - 6.2.1. The Parties shall refrain from showing any form of association with each other for the matter hereof;
 - 6.2.2. The Parties shall cease to use and return any/all information Dalham content, Lectures, data, Intellectual Property Rights, Confidential Information (if any) of each other;
 - 6.2.3. All of the licenses, rights and benefits assigned to Partner Institute in the Dalham Application and Dalham Course by Dalham pursuant to the MOU shall revert to Dalham and Partner Institute shall and shall ensure that the students should not use the content of Dalham Courses for any purposes whatsoever.
 - 6.2.4. The Partner Institute shall within 15 days from the termination, pay the amount due and payable to Dalham.

7. INDEMNITY

- 7.1. Each Party (the "Indemnifying Party") shall, indemnify, save and hold fully harmless the other Party (the "Indemnified Party") from and against any/all claims, losses, liabilities, actions, claims (including settlement costs), suits, proceedings (including any proceeding brought before any court, regulatory body, arbitration panel or other tribunal), damages, judgments or expenses including reasonable attorney's fees, other expenses of litigation and third party claims, arising out of or in any way connected with any breach of any representation, warranty and/or any terms under this MOU.



- 7.2. Notwithstanding anything contained in this MOU, the maximum aggregate liability of Dalham shall not exceed the Consideration received by Dalham in the last quarter from the date such liability has arisen.

8. CONFIDENTIALITY

8.1. The Parties acknowledge that any information, which is not publicly available and is provided by one Party including without limiting to the terms like Principal Understanding, Financial Understanding agreed between the Parties under this MoU (the "Disclosing Party") to the other Party (the "Receiving Party") for the purpose of implementing this MOU shall be confidential information and shall not be disclosed by the Receiving Party to any third party without the prior written consent of the Disclosing Party.

8.2. No public announcement/press releases/media releases shall be made by either Party of the contents of this MOU and any other terms agreed between the Parties qua this association, unless mutually agreed.

9. FORCE MAJEURE

Neither Party shall be liable for delay in performance of its responsibilities/obligations hereunder which may be caused by an act which is beyond the reasonable control of either party ("Force Majeure Event(s)"). Should the Force Majeure Event subsist for a duration longer than 60 (Sixty) days, the Parties shall mutually agree the way forward including the right to terminate this MOU by serving a 90 (Ninety) days' prior written notice.

10. GOVERNING LAW

This MOU shall be governed by the applicable laws of India and the courts of Bengaluru, Karnataka shall have exclusive jurisdiction to adjudicate upon any dispute arising under this MOU.

11. NOTICES

All notices or other communication to be provided under this MOU shall be in writing, and may be communicated by the mode of communication which shall be sent by courier, registered post with acknowledgment due, followed by email or e-mail, to the contact details of the relevant Party as may be communicated in this regard.

12. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties with respect to the subject matter of MOU and supersedes all communications, negotiations and agreements (whether written or oral) between the Parties with respect thereto made prior to the date of MOU.

13. RELATIONSHIP

The Parties are independent contracting parties, and nothing in this MOU will make any Party the employee, partner, agent, legal representative, trust or joint venturer of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

14. AMENDMENT

No amendment or other variation of this MOU shall be effective unless it is in writing, is dated, expressly refers to this MOU, and is signed by a duly authorised representative of each Party

15. SURVIVAL

The provisions of this MOU, which by their nature are intended to survive the termination or expiration of this MOU shall survive the termination or expiration of this MOU, as the case may be

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DAY, MONTH AND YEAR ABOVE MENTIONED.

Signed and delivered for and on behalf of:

DALHAM EDUFLIX PVT. LTD

SREE SIDDAGANGA College Arts Science & Commerce



Name: Prathap JC

Designation: Asst. Director Sales

(Authorized Representative)

Name: Dr. H P Veerabhadraswamy

PRINCIPAL
Sree Siddaganga College
of Arts, Science and Commerce
B.N. Road, TUMKUR-572102.

WITNESSES:

1. Signature

Name C.S. Somashekar

Address Co Rdhinar
IQAC SSCAS C
Tumkur.

2.

Signature

Name

Address

Swarnadeep Das

Swarnadeep Das
4/4/22 Bangalore
04/04/22