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 Purchased by : DALHAM EDUFLIX PRIVATE LIMITED
 Description of Document : Article 12 Bond
 Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : DALHAM EDUFLIX PRIVATE LIMITED
 Second Party : REGISTRAR TUMKUR UNIVERSITY TUMKUR
 Stamp Duty Paid By : DALHAM EDUFLIX PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 100
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Memorandum of Understanding

This Memorandum of Understanding ('MoU') is executed at Tumkur on the 07th day of March 2022, by and between:

Dalham Eduflax Private Limited, 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 PARTY**;

"DALHAM"	"UNIVERSITY" Registrar

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.stampstamp.com or www.e-Stamp Karnataka or any other e-Stamp Marking Portal available on the website / Mobile App of the Government of Karnataka.
2. In case of checking the legitimacy of the e-Stamp certificate.
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DALHAM EDUFLIX PRIVATE LIMITED, 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. REGISTRAR, TUMKUR UNIVERSITY, TUMKUR.

1. TERM AND RENEWAL

- 1.1 This MoU shall come into force from 7th March, 2022 ("Effective Date") and unless terminated earlier in accordance with the terms of this MoU, shall remain valid for a period of 3 (Three) year from the Effective Date, i.e., till 6th March, 2025 ("Term").
- 1.2 Further, prior to expiry of the Term, the Parties may mutually agree to renew this MoU for such further period after making fresh negotiations on mutually agreed terms. Notwithstanding anything contained herein, such discussions and negotiations shall need to be concluded within 30(thirty) days prior to the expiry of the Term of the MoU.

2. PRINCIPAL UNDERSTANDING

- 2.1 The University hereby engages Dalham and Dalham hereby accepts such engagement for the purpose of offering subscription of 21st Century Skills MLP as described and detailed under Annexure A annexed hereto ('Programme') to the students of the University, in accordance with the terms of this MoU ('Subscription'). In this regard, the following has been agreed between the Parties:
- Dalham shall, during the Term, create a customized landing/lead capture page for the University which shall, inter alia, describe the details of the module, payment amount and other terms & conditions;
 - The University shall allow Dalham to promote, market and advertise the Programme amongst the students in the University and its affiliate colleges without disturbance to its academic activities and provide sufficient visibility to the Programme and the Platform.
 - The University shall engage all the students subscribe for the Programme through the Platform, whereby the potential student/user shall insert the details and credentials in the application form available on the Platform viz-a-viz the Subscription and pay such amount of subscription fees as mentioned under Annexure B annexed hereto ('Subscription Fees').
 - The Subscription of the potential students shall, at all times, be subject to the terms and conditions and other legal policies/documents of the Platform.
- 2.2 Upon receipt of the Subscription Fees from the potential student/user viz-a-viz the Subscription, Dalham shall verify and examine the application form and the details filled therein, whereafter, subject to the successful verification of the credential of the student with the University, Dalham shall commence the Subscription of the student/user with respect to the Programme for the Subscription Period (as defined below). Without limiting the foregoing, the Parties agree and acknowledge that the grant of Subscription to the potential students/user shall be, at all times, in the sole discretion of Dalham.
- 2.3 It is expressly agreed between the Parties that the Subscription shall remain valid and subsisting for a period of 5(Five) months ('Subscription Period'), wherein the student/user shall have an unlimited access to different modules of the Programme for a continuous period of 5(Five) months. It is expressly clarified that the student/user shall not be entitled to seek and/or claim a refund in lieu of the Subscription, for any reason whatsoever. The same shall be intimated to the student/user prior to the subscription.
- 2.4 Unless otherwise agreed between the Parties in writing, the University and the students shall use their own tools, equipment, and other necessary tools for availing the Subscription, during the Subscription Period.
- 2.5 Subsequent to the successful and satisfactory completion of the Programme by the student/user, University shall issue the completion certificate to the student/user. It is expressly clarified that the certificates shall be issued in the name of the University and shall

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AND

Tumkur University, represented by Registrar was established in the year 2004, having its office at Vishwavidyalaya Karyalaya, Bengaluru - Honnavar Rd, Venkatesh Rao Colony, Tumakuru, Karnataka 572103 (hereinafter referred to as the "University" which expression shall unless it being repugnant to the context and meaning thereof be deemed to include its successors-in-interest and permitted assigns) through its authorized signatory Registrar) of the **SECOND PARTY**.

Dalham and the University are hereinafter individually referred to as "Party" and collectively as the "Parties".

WHEREAS:

- A. Dalham is, *inter alia*, engaged in the business of providing online holistic education opportunity to students by integrating their existing curriculum of the institute with Dalham Programme (as defined below) through its website and mobile digital application hosted, maintained and operated under the name of 'Dalham' ('Platform').
- B. The University is an state university under the name 'Tumkur University' whereby it offers and imparts knowledge and education in several disciplines.
- C. With a view to partner and collaborate with each other, the University has approached Dalham to avail subscription of the Programme for its students during the Term and pursuant to mutual discussion between the Parties, Dalham has agreed to offer subscription of the Programme to the students of the University, on such terms and conditions as mentioned under this MoU.
- D. As such, the Parties have agreed to enter into this MoU and record the terms and conditions governing the mutual understanding between the Parties.

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

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specifically mention 'in collaboration with Dalham', and the certificates shall be issued in such manner as may be mutually agreed between the Parties. In this regard, Dalham agrees to pay to the University, an amount of Rs. 200/- (Rupees Two Hundred only) per student for each certificate which will be issued upon satisfactory completion of the Programme.

3. FINANCIAL UNDERSTANDING

- 3.1 The Parties agree and acknowledge that deliverables of each Party as detailed under this MoU and specifically under Clause 2 shall be deemed to be an adequate, valid, and lawful consideration for the purpose of this MoU.
- 3.2 This MoU is signed without any financial commitment from the University.

4. REPRESENTATIONS AND WARRANTIES

4.1 Each Party represents and warrants to the other Party as under:

- a. It is a company/trust validly existing under the laws of India and has the full right, power and authority and has taken actions necessary to execute and deliver, and to perform its obligations under the MoU and this MoU will constitute valid and legally binding obligations, enforceable in accordance with its terms;
- b. It shall observe and conform with all applicable rules while maintaining requisite documentations so as to ensure compliance with the terms of this MoU;
- c. It shall co-operate with each other for performance of their respective obligations under this MoU;
- d. It shall not, whether during the Term or at any time thereafter, make or permit any statement, orally or in writing, publicly or privately, or do any act or permit any act, in a manner which may disparage or which is capable of disrespecting the reputation and image of the other Party.

4.2 University further represents and warrants that:

- a. It shall not in any manner whether during the Term or at any time thereafter, make any representation or statements on behalf of Dalham, without prior written approval of Dalham;
- b. It shall ensure that any/all documents and information submitted by the itself/students viz-a-viz the Subscription, are true, correct and accurate.

5. CONFIDENTIALITY

5.1 "Confidential Information" as used in this MoU means the terms of this MoU and/or the information belonging to Dalham that is not generally known to the public and that is used, developed or obtained by the University in connection with Dalham's proprietary information including without limitation, information relating to Dalham's affairs, administration, business or its activities, products and services, Programme, Dalham's business policies, structures, fees, costs, pricing structures, trade secrets and copyrightable works, methods and processes (whether patented, patentable or unpatentable or not reduced to practice), all technology and trade secrets, and all similar and related information in whatever form.

5.2 The University undertakes that it shall keep strictly secret and confidential and shall not disclose, divulge, or reveal, contents such as study material & video content during the continuance of this MoU or thereafter, the Confidential Information disclosed, communicated or given by Dalham, whether disclosed or communicated to the University under this MoU or gained or otherwise acquired by the University under or by virtue of or as

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a result of the performance of this MoU.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Each Party shall, solely and exclusively own, throughout the universe in perpetuity, their respective intellectual property rights and nothing contained in this MoU shall be construed as conferring ownership of the intellectual property right of either Party to other Party in any manner whatsoever, and the Parties agree and acknowledge that:
- It shall not acquire or claim any title to any of the other party's intellectual property rights (or those of the other party's licensors) by virtue of this MoU;
 - It will not, at any time, do, or omit to do, anything which is likely to prejudice the other Party's ownership (or the other Party's licensors' ownership) of such intellectual property rights.
- 6.2 The University hereby grants to Dalham, an unlimited, worldwide, royalty-free, transferable, assignable and sublicensable license to use the University's intellectual property rights for the purpose of creating and curating the customized landing/lead capture page on the Platform as mentioned under sub-clause 2.1(a) above.
- 6.3 Dalham grants to the University, a limited, non-exclusive, revocable, non-sublicensable and non-transferable license to use the Dalham's software i.e., Platform, during the Term, in the manner as determined by the Dalham. The University acknowledges and agrees that Dalham owns, reserves and retains any and all rights and interest over the Platform, its software, software programs and source codes owned by Dalham, whether registered or unregistered and whether arising by operation of law, contract, license, or otherwise subsisting or recognized under the applicable laws of any other applicable jurisdiction.
- 6.4 The University further agrees and acknowledges that it shall not and shall ensure that the students do not register, or attempt to register, in India or any country under any intellectual property laws of such jurisdiction, the Intellectual property of Dalham including in the Platform, in any case whatsoever.
- 6.5 In case of any actual, threatened or apparent infringement of Dalham's intellectual property rights, the University shall promptly notify Dalham of such infringement. Dalham may, at its sole discretion and expense, prosecute any suit it deems necessary or appropriate to protect any of Dalham's intellectual property right from and against infringement by third parties anywhere in the world. The University shall cooperate fully with Dalham in connection with any such action, at the request of Dalham, if required.

7. FORCE MAJEURE

- 7.1 Force Majeure shall mean any event beyond the control of the affected Party, which could not be anticipated upon formation of this MoU, and the effects of which are compelling and unforeseeable. A Force Majeure event makes it temporarily or permanently impossible to perform all or any part of a Party's obligations. In particular, "Force Majeure Event" would include fire, earthquake, flood, epidemic, strike, lockout, labor controversy, riot, civil disturbance, war, civil commotion, terrorism, acts of God, electrical, internet, or telecommunication outage; omissions or acts of public authorities preventing or delaying performance of obligation relating to acts of public authorities, including changes in law, regulations or policies of the governmental authorities, or other regulatory authority acts and/or any acts which are beyond the control of any Party causing a prejudice to the Parties under this MoU.
- 7.2 Neither Party shall be liable for any delay in, or failure of, performance of any of its obligations and/or any terms under this MoU if and to the extent such delay or failure is

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attributable to a Force Majeure Event or for such period of time till such Force Majeure Event continues and the Party so affected shall promptly notify the other Party in writing specifying the nature of the Force Majeure Event and of the anticipated delay in the performance of the MoU.

7.3 If the performance of any Party is continuously affected by Force Majeure Event, for a continuous period of 6 months, then the Parties may mutually discuss and decide the way forward.

8. TERMINATION

8.1 For Convenience: Both the parties shall have the right to terminate this MoU, for any reason whatsoever, by giving a 7 (seven) days prior written notice to the other party, without any liability, whatsoever.

8.2 Consequences of Termination: In the event of expiry or early termination of this MoU by either Party for any reason whatsoever, the following consequences shall follow:

- a. Any/all rights granted under this MoU shall stand revoked forthwith; and
- b. on/before the expiry of the notice period, the Parties shall return any/all Confidential Information, proprietary information and/or any property of the other Party (tangible or intangible), which may be in the possession, use, custody, care or charge of such Party.

9. INDEMNIFICATION

9.1 University agrees and undertakes to indemnify, defend and hold harmless Dalham including its promoters, directors, employees, representatives, from and against any claim (including third party claims), damages, losses, costs, suits, actions, judgments and expenses including but not limited to legal expenses, statutory dues, which may be incurred or suffered by Dalham arising out of or resulting from any breach or non-performance of the rights, obligations, representation, warranties (in whole or in part) and/or any terms of this MoU by University.

9.2 Notwithstanding anything contrary contained herein (i) neither Party shall be liable for incidental, indirect, special or consequential damages (however arising), including, but not limited to, loss of profit, loss of use, loss of revenues or damages to business or reputation arising from this MoU whether or not such Party had been made aware of the possibility of such loss; (ii) Dalham shall not have any liability whatsoever towards the University and/or any third party under this Agreement or otherwise.

10. GOVERNING LAW AND JURISDICTION

10.1 This MoU shall be governed by and construed in accordance with Indian law. Any divergence of opinion or dispute on the interpretation or application of the present document shall be resolved amicably by means of consultation or negotiation between the contracting Parties.

10.2 In the event where the dispute cannot be resolved in the manner aforementioned, the Parties will present the dispute to the Courts in Bangalore, Karnataka which shall have exclusive jurisdiction for all or any of the matters arising out of or concerning this MoU.

11. MISCELLANEOUS

11.1 Relationship between the Parties: The relationship between Parties in the performance of this MoU shall be on principal-to-principal basis, and nothing in this MoU will make any Party

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the employee, partner, agent, legal representative, trust or joint ventures of the other for any purpose whatsoever.

- 11.2 **Severability:** In the event that any of the provisions of this MoU are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected.
- 11.3 **Notices:** Any notice or notification in connection with this MoU shall be in writing and any notice or other written communication pursuant hereto shall be addressed to the Parties at their respective address mentioned under this MoU.
- 11.4 **Amendment and Waiver:** No amendment or other variation of this Letter shall be effective unless it is in writing, is dated, expressly refers to this Letter, and is signed by each Party. Failure to exercise or delay in exercising a right or power hereunder does not operate as a waiver of that right.
- 11.5 **Assignment:** Neither Party shall have any right to assign, transfer, alienate, encumber or hypothecate any of their respective rights or obligations hereunder without the express prior written consent of the other Party.
- 11.6 **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) of Parties with respect hereto made prior to the date of this MoU.
- 11.7 **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 THE DAY AND YEAR FIRST HEREINABOVE WRITTEN:

<p>For and on behalf of: DALHAM</p>  <p>Name: Prathap JC Designation: Asst. Director Sales</p>	<p>Witness 1</p> <p>Mangalabhanu M</p> <p>Name: Dr. Mangala Gowri M Address: Deputy Registrar, General & Development, Tumkur University</p>
<p>For and on behalf of: TUMKUR UNIVERSITY</p>  <p>Registrar Registrar Tumkur University Tumkur</p>	<p>Witness 2</p> <p>Biradot</p> <p>Name: Saraswati Biradot Address: Superintendent gen/Dev TU</p>

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ANNEXURE A
Programme

The Dalham Learning Programme shall include the access to the following course modules of approximate 70 hours of learning and 7 Credits:

1. Design Thinking
2. Creativity & Problem Solving
3. Critical Thinking
4. Media Literacy
5. Creative Writing
6. Productivity & Accountability
7. Self-Direction
8. Communication Skills & Collaboration
9. Flexibility, Innovation & Adaptability
10. Leadership & Social Responsibility
11. Cross-Cultural Skills

ANNEXURE B
Subscription Fees

During the Term of this MoU, Dalham agrees to offer, on Subscription model, an unlimited access to the Programme for a period of 5(Five) months to the students/user of the University, on such prices and terms as detailed hereinafter and upon satisfactory completion of the Programme, Dalham shall pay to the University an amount of Rs. 200/- per student viz-a-viz the Certificate issue cost as mentioned under clause 2.5.

PARTICULARS	PRICE
Dalham Price per student/user	Rs. 1071/-
Certificate Issue Price to TU	Rs. 200/-
Total	Rs. 1271/-
Tax	Rs. 229/-
TOTAL PRICE	Rs. 1500/-

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