

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is intended to outline a proposed business relationship between Allsoft Solutions and services Private Limited, IBM Worldwide Business Partner E-39, Phase-8 Industrial Area, Sector-72 Mohali, Punjab 160055 India and Shri Ramswaroop Memorial College of Engineering and Management, Tiwariganj, Faizabad Rd, Lucknow, Uttar Pradesh 226028

WHEREAS, and Allsoft Solutions have entered into discussions concerning Allsoft Solutions' provision of technology products and services for Customer;

NOW, THEREFORE, in order to ensure that the discussions and evaluations between parties regarding the potential business relationship that is sought does not create any confusion or misunderstandings, the following items represent points that require the parties' agreement and will facilitate these evaluations and discussions.

1. Roles and Responsibilities

The proposed roles and responsibilities of the parties in connection with this proposed business relationship are described in Attachment 1.

2. Termination

This MOU will be **effective for admission cycle starting 2022** unless extended or terminated earlier. This MoU can be extended upon written agreement of the parties. If at any time any party wishes to withdraw with the subject matter of this MOU, it may do so with or without cause and without liability by providing the other party with written notice of thirty days of its intention to withdraw. All discussions, future proposals will be null and void if terminated. However, the termination will not affect the terms of agreement in respect of the students already enrolled.

3. CONFIDENTIAL INFORMATION

3.1 All Confidential Information of either Party shall be deemed to be confidential to such party and shall remain the exclusive property of such party during and after the Term of this Agreement. For the purpose of this agreement, "CONFIDENTIAL INFORMATION" shall mean all the non-public, confidential or proprietary technical or business information of a Party, including without information

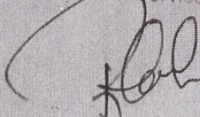
- (a) proposals, forms or concept notes;
- (b) financial statements and other financial information;
- (c) students present or prospective, faculty and staff information of each Party; and
- (d) the material terms of this agreement and the relationship between the parties;

provided, however, the save and except those that are set out herein above, all other information will be considered confidential only if it is conspicuously designed as "confidential," or if provided orally, identified at the time of disclosure as confidential, or is provided under circumstances in which the receiving part should reasonably understand that such information is confidential.

3.2 Each Party shall keep in strict secrecy and confidence all confidential Information of the other Party and shall not during the term of this Agreement or thereafter use the other Party's Confidential information for its own benefit or disclose or permit any of its employees or agent to disclose, through any medium the other Party's Confidential Information to any other person.

3.3 For the purpose of this Agreement, confidential Information shall not include information: (a) that is now or subsequently become publicly available without breach of this Agreement by the other Party; (b) that is available to a Party from other sources with any obligation of confidentiality to the other Party; (c) that is already in the party possession not subject to an obligation of confidentiality; (d) that is independently developed by a party without reference to other Party's Confidential Information; or (e) that is required to be disclosed pursuant to any law, rule or regulation or any order of a court or government agency. In the

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Director



eventof (e), with enough time to allow such Party to seek appropriate injunctive relief, and shall be limited to a specific request made in such law, rule or regulation or any order.

3.4 Both Parties hereby agree that they shall not use and/or incorporate any of the other Party's Confidential Information and/or any work created as an outcome of the provision of the services under this agreement (including any work -in -progress or prototypes thereof) in any services performed, work and /or product created by any third party.

3.5 Upon terminated or expiration of this agreement or upon request, each Party shall return all of the other Party's Confidential Information and certify in writing that it has returned all such information and has not kept copies thereof in any medium.

4. Limitation of Liability

The parties agree that (i) the activities intended by this MOU will be successfully completed; (ii) the results achieved will be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

Except for a breach of Articles 3 or 5, for any claim in any way related to the subject matter of this MOU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. In no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third-party claim.

5. INDEMNIFICATION

5.1 Each Party shall, at its expenses, identify, defend and hold harmless the other Party and its respective officers, personnel, employees, representatives, agents, respective directors, and assign from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) any other losses that may occur, arising from or relating to:


- a. a breach, non-performance or inadequate performance by such party of any of its updating, obligations or warranties under the agreement;
- b. an infringement of such third-party rights (including contractual rights and intellectual property rights) by such Party in fulfilling or complying with its obligations under the Agreement; or
- c. the acts, errors, misrepresentations, willful misconduct or negligence of such Party, its employees, subcontractors and agents in performance of its obligations under the Agreement.

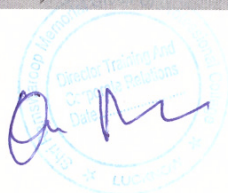
5.2 Notwithstanding anything of the contrary contained herein, neither Party shall be liable under the Agreement of any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non -performance of the Agreement due to a Force Majeure Event.

5.3 Neither party nor any of its affiliates nor its or their respective directors, officers, employees, agents or suppliers shall be liable to the other party or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitations, damages resulting from or arising out of the Agreement, or loss of reputation, business or goodwill, whether or not such Party has been advised or is aware of the possibility of such damages.

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6. Governing Law

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

7. General

Nothing contained in this MOU will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MOU or not. Each party will own any intellectual property created by it during the period of the MOU. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

8. MISCELLANEOUS

8.1 Amendment and waiver: any provision of the Agreement may be amended or waived if, and only if such amendment or waiver is in the writing and signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

8.2 Binding nature: The provision of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assign.

8.3 Entire Agreement: The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement.

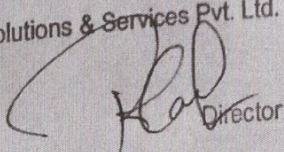
8.4 Dispute Resolution: any dispute arising between the Parties in relation to this Agreement shall be resolved by a sole arbitrator through arbitration under the terms of the Arbitration and Conciliation Act, 1996 at Gurgaon.

8.5 Notice: Unless otherwise indicated, for the purpose of the Agreement, notice and all other communications provided for in the Agreement shall be in the writing and shall be deemed to have been duly given when delivered or mailed by registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the cover page of the Agreement. Either Party may change the addresses for giving notice from time by issuing written instructions to the other Party of such change of address by certified mail, return receipt requested, postage prepaid, by courier, or email and shall be effective upon delivery. Notices may also be delivered to the either Party by hand delivery and shall be effective on such delivery to that Party.

It is understood that this MOU does not purport to cover all aspects of this business relationship. This MOU supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This MOU cannot be modified except by a written agreement signed by the authorized representative of each of the SRMCEM and Allsoft Solutions. Any reproduction of this MOU by reliable means will be considered an original of this document.

Each party will be responsible for its own expenses in connection with these discussions. Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.

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Director



This Memorandum of Understanding sets forth the understanding of the parties as of ____

Allsoft Solutions & Services Pvt Ltd

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By: _____
Name: ROHIT NANDA Director

Title: DIRECTOR 20/9/23

**Shri Ramswaroop Memorial
College of Engineering and
Management**

By: _____ 20/09/23

Name: Prof B.K. Chaudhary

Title: Director,

Witness 1

By: _____

Name: DEEPA RANA

Title: EXECUTIVE-MARKETING.

Witness 2

By: _____

Name: Dr. Om Prakash

Title: Director (TEP)



Attachment 1–Course Offering

Shri Ramswaroop Memorial College of Engineering and Management shall rollout Value Add Program in B. Tech CSE aligned with relevant IBM Software delivering all or any of such programs to enrolled students. Allsoft Solutions shall provide reasonable support as set-forth below to have Shri Ramswaroop Memorial college of Engineering and Management to conduct this initiative.

Such support may include assistance in the form of providing identified IBM courseware, Students program enrolment support, and academic support through Subject Matter Experts through the Allsoft Solutions.

Following are the proposed activities

a) Allsoft Solutions and Services Private Limited

- To support in student enrolment to the courses and admission activities.
- To share the session plan and instructor details with the student.
- To arrange the access of the course material /LMS from IBM for the student
- To ensure the smooth conduct of class
- To maintain the attendance, evaluation and project progress report of the students
- To deploy certified and skilled subject matter experts to the students for conducting live online sessions during current pandemic situation and offline classroom sessions as per institute norms and government regulations.
- To support students with access to labs and related troubleshooting
- To assist in project development.
- To ensure students get IBM Certificates.
- To support slow learners with extra class on complex topics
- To encourage students with prizes for the best performer/project
- To raise invoices on the basis of enrolled students. Invoice will not be raised for failed and dropped students.
- SME will be visiting the campus as per mutually agreed terms during the session
- The classes may be conducted online as per the government / College norms having regard to pandemic situation.
- In case any new program is launched/negotiated the details will be annexed in the MoU.
- **To provide placement assistance, conduct placement drive and ensure internship / placement of minimum 5% of the students enrolled in the program.**

b) Shri Ramswaroop Memorial College of Engineering and Management

- To appoint SPOC.
- To promote the program through various channels, develop collateral and market
- To conduct the admissions, deliver Courses agreed as per the curriculum, conduct evaluations/ assessments.
- To provide detailed session plan
- To share the student data with Allsoft who apply and enroll to the program as per prescribed format from IBM - Nominate faculty members for the orientation program by IBM
- To provide the required infrastructure and other support for running the courses as per IBM's specification to IBM designated Business Partner resources.
- In case of a co-branded Lab setup, to provide a minimum 30 computer lab that can be designated with appropriate signboards creative as provided by IBM, in the campus.
- **Faculty ratio will be 40:1 training delivery for year 1 and as per mutually agreed terms in subsequent years.**
- To confirm and process the payments to Allsoft as per following terms :

30% before the commencement of training delivery

30% on during training delivery

40% on academic clearance and students feedback by college within two weeks

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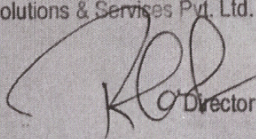
or completion or delivery.

- To arrange for air conditioned accommodation and food facility in SRMCEM Guest house of visiting resources of Allsoft / IBM SMEs at a cost of Rs 25,000/- per month on twin sharing basis and Rs 15,000/- per month for single room. The charges are to be calculated on the basis of stay of number of days.

Programs for SRMCEM Students – Instructor Based

Eligibility	Programs	Sallient Features	Minimum Students in a Batch	Fees per Student (in INR) Inclusive of Taxes	Program Duration
B. Tech 1 st Yr.	Introduction to the on-demand technologies with LAB <ul style="list-style-type: none"> • Programming with Python • Full Stack Development • Cloud Application Development • Big Data Fundamental - Data Science Foundation - IoT Application Development 	B. <ul style="list-style-type: none"> • Course Access • Lab and Real Time case study • Minor Project Development • Software Access • Digital Badges and Industry certificate • Delivery through Industry experts • Helps to decide the career opportunities • Guest Lectures • Quiz 	60	Rs. 4720	offline training delivery basis for 60 hours (6 hours a day) spread into two weeks along with one year unlimited access of IBM softwares on institute domain id.

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B. Tech Data Science & Artificial Intelligence with IBM Value add Program

Eligibility	Programs	Salient Features	Minimum Students in a Batch	Fees per Student (in INR) Inclusive of Taxes in each year	Program Duration
B. Tech 2nd and 3rd yr.	Build your career in the field of Data Science and Artificial Intelligence <ul style="list-style-type: none"> Data Visualization Dashboard and Reporting Analysis and Data Preparation Jupyter Notebooks and Python Industry Case Study Building real world solution Artificial Intelligence Foundation NLP and NLC Bot creation Computer Vision Tensor Flow for Deep Learning Convolutional Neural Networks (CNN) Recurrent Neural Unsupervised Learning Networks (RNN) Autoencoders Artificial Intelligence App Development 	B. <ul style="list-style-type: none"> Physical Classes with Project Development Course delivery through Industry Expert Career Oriented Certificate and Certification Program Digital – Industry recognized badges and awards in each Year Industry Visit Access to Enterprise Software and Lab Real time project Development Guest Lecture Participation in National and International competitions Personality development classes Interview Cracking Tips Resume Writing MooCs 	60	Rs. 6490/- year 2 and Rs 6490/- in year 3	Offline training delivery basis for 60 hours (6 hours a day) in year 2 and year 3 <i>each</i> . spread into two weeks along with one year unlimited access of IBM softwares on institute domain id.



- Data Science will be taught in Year 2 and Artificial Intelligence will be taught in Year 3, the updated course outline will be shared a week prior to the start of the training

B. Tech Cloud and IoT with IBM Value Add program

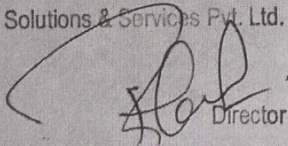
Eligibility	Programs	Salient Features	Minimum Students in a Batch	Fees per Student (in INR) Inclusive of Taxes	Program Duration
B. Tech 2 nd and 3 rd Yr.	<p>Build Your career as a Internet of Things application and Cloud Developer & Network Engineer</p> <ul style="list-style-type: none"> • Fundamental of Cloud computing • Launching virtual server and creating storage service • Creating a platform as a service • Server Building and Networking Node.js, REST architecture, JSON, Cloud Foundry and DevOps services Container orchestration (Kubernetes), • Kubernetes building blocks • Introduction to IoT and Global Landscape IoT application and domains Devices and Network • Application Building using Node Red and Node JS • IoT Solution and Case Study 	<p>B.</p> <ul style="list-style-type: none"> • Physical Classes with Project Development • Course delivery through Industry Expert • Career Oriented Certificate and Certification Program • Digital – Industry recognized badges and awards in each Year • Industry Visit • Access to Enterprise Software and Lab • Real time project Development • Guest Lecture • Participation in National and International competitions • Personality 	60	Rs. 6490 in year 2 and Rs 6490 in year 3	<p>offline training delivery basis for 60 hours (6 hours a day) in year 2 and year 3 <i>each</i>.</p> <p>spread into two weeks along with one year unlimited access of IBM softwares on institute domain id.</p>

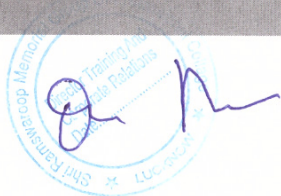


		development classes <ul style="list-style-type: none"> • Interview Cracking Tips • Resume Writing • MooCs 			
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- Cloud Computing will be taught in Year 2 and Internet of things (IoT) will be taught in Year 3, the updated course outline will be shared a week prior to the start of the training

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B. Tech Cyber Security & Ethical Hacking with IBM Value add program

Eligibility	Programs	Salient Features	Minimum Students in a Batch	Fees per Student in each year (in INR) Inclusive of Taxes	Program Duration
B. Tech 2 nd and 3rd Yr.	Build Your career as a Internet of Things application and Cloud Developer & Network Engineer <ul style="list-style-type: none"> Security in cloud model Enterprise Cloud Management Cloud Data Life Cycle Audit Mechanism & app security Exploring Guardium Software Data Classification & Assessment Sensitive Data Management Data Security Cyber Resilience Framework & Lifecycle Identifying Cyber Attack Network security Mobile and IoT Security Monitoring Global security Network & End Point Security 	B. <ul style="list-style-type: none"> Physical Classes with Project Development Course delivery through Industry Expert Career Oriented Certificate and Certification Program Digital – Industry recognized badges and awards in each Year Industry Visit Access to Enterprise Software and Lab Real time project Development Guest Lecture Participation in National and International competitions Personality development classes Interview Cracking Tips Resume Writing MooCs 	60	Rs. 6490/- in year 2 and RS 6490/- in year 3	offline training delivery basis for 60 hours (6 hours a day) in year 2 and year 3 <i>each.</i> spread into two weeks along with one year unlimited access of IBM softwares on institute domain id..

- Cyber Security will be taught in Year 2 and Security Intelligence will be taught in Year 3, the updated course outline will be shared a week prior to the start of the training

