

COLLABORATION & ALLIANCE AGREEMENT

This Collaboration & Alliance Agreement ("**Agreement**") is entered on this, the 6th day of March 2021 by and between:

RVR Innovations LLP having its registered office at A-36, Chhatarpur Extension, New Delhi-110074 hereinafter referred to as the "**Company**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns);

AND

Jaipur Engineering College and Research Centre (JECRC) having its registered office at JECRC Campus, Shri Ram ki Nangal, via Sitapura RIICO Tonk Road, Jaipur-302 022 (hereinafter referred to as the "**Client**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns).

Company and Client shall hereinafter be individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS

- A. Company is engaged in the business of providing technology-based learning & recruitment solutions in various forms through the portals - www.MYTAT.co, www.MYTATclasses.com and www.lrnable.com
- B. Client is an affiliate body under Rajasthan Technical University, Kota, Rajasthan.
- C. Client is engaged in providing solutions in education technology for enhancing the employability of the youth, adaptive and personalized learning, experiences for better learning outcomes, skill development in niche areas related solutions/ products, evaluated by Client under a common platform with a scheme to offer these solutions as per their pricing policy for student community Client is engaged in the business of Staffing and IT Solutions.
- D. Client is authorized to enter into the agreement.
- E. Both parties are desirous to collaborate in achieving their respective strategic goals
- F. Based on the mutual covenants made by each Party, Client is desirous of using the Company's platform-based abilities in order to achieve its objective of upskilling and enhancing the employability of students in higher & technical education

NOW THEREFORE, the Parties, in consideration of the mutual agreements, covenants and other premises set forth herein, hereby agree to be bound as follows:

1. DEFINITIONS AND INTERPRETATIONS**1.1 Definitions**

In this Agreement, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

- (a) "**Affiliates**" means, with respect to a Person, any Person Controlling, Controlled by or under common Control with, such Person. The term "Control", when used with respect to a Person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person, whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than half of the directors, partners or other individuals exercising similar authority with respect to a Person; or (b) the possession, directly or indirectly, of a voting interest in excess of 50% (fifty percent) in a Person. The terms "Controlling" and "Controlled" shall be construed accordingly.
- (b) "**Agreement**" means this agreement, including the recitals, schedules, appendices, annexures and exhibits and any amendments made thereto from time to time, in accordance with the terms of this Agreement.

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- (c) **"MYTAT Tool"** or **"Application"** means the Company's cloud-based education, skills enhancement, assessment & recruitment assessment software, including any customizations, modifications, updates and derivatives from time to time. For avoidance this includes the capabilities on www.MYTAT.co, www.MYTATclasses.com, www.lrnable.com.
- (d) **"Applicable Law"** or **"Law"** means the applicable law of Republic of India and includes any statute, law, regulation, ordinance, rule, judgment, notification, order, judgment, decree, ruling, writ, bye-law, government approval, directive, guideline 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 governmental authority, court, arbitration body or panel or any quasi-judicial body having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;
- (e) **"Business Day"** means any day of the year other than a Sunday or a national holiday in the Territory.
- (f) **"Confidential Information"** shall have the meaning ascribed to the term in Clause 5.1;
- (g) **"Customization(s)"** means any customization made to the MYTAT Tool, including customization to its improvements and upgrades, in order to adapt, install and integrate the MYTAT Tool with the operating system of the Client's server or any other reasonable mutually agreed upon request by the Client in writing.;
- (h) **"Disclosing Party"** shall have the meaning ascribed to the term in Clause 5.1;
- (i) **"Effective Date"** shall have the meaning ascribed to the term in Clause 9.1;
- (j) **"Go Live Date"** shall bear the meaning ascribed to it in Clause 3.2;
- (k) **"Improvement"** refers to any improvements in the MYTAT Tool and its derivatives, by the Company, including any updates, patches, fixes and any other integrations or improvements by the Company
- (l) **"Intellectual Property"** includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, jingles, compositions, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, source code, object code, software, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, data, documents, instruction manuals, records, memoranda, notes, user guides or any written or verbal instructions or comments; in either printed or machine-readable form, whether or not copyrightable or patentable.
- (m) **"Intellectual Property Rights"** means collectively or individually, the following worldwide rights relating to Intellectual Property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (i) patents, patent disclosures, patent rights, know-how, including any and all continuations, continuations-in-part, divisions, reissues, re-examinations, utility, model and design patents or any extensions thereof; (ii) rights associated with works of authorship, compositions including without limitation, copyrights, copyright applications, copyright registrations; (iii) rights in trademarks, trademark registrations, and applications therefor, trade names, service marks, service names, logos, or trade dress; (iv) rights relating to the protection of trade secrets and Confidential Information, API integration, business information and secrets, financial information, database rights, rights in encryption information/ data, technical data etc.; and (v) internet domain names, internet and world wide web URLs or addresses; (vi) mask work rights, mask work registrations and applications therefore; and (vii) all other intellectual or proprietary rights anywhere in the world including rights of privacy and publicity, whether or not requiring registration and



- whether or not such registration has been obtained;
- (n) **"Territory"** means the territory of the State of Rajasthan. A new Territory may be added as mutually agreed in writing by the Parties.
 - (o) **"Person"** means any individual, corporation, partnership (whether general, limited or limited liability), association, joint venture, limited liability company, joint stock company, unincorporated organization, trust or other legal entity or organization, having legal personality, or the right to sue in its own name;
 - (p) **"Monthly Statements"** shall have the meaning ascribed to the term in Clause 4.3;
 - (q) **"Receiving Party"** shall have the meaning ascribed to the term in Clause 5.1;
 - (r) **"Revenue"** means revenue collected by the Company as per the agreed Monetization Model (*defined below*) from the MYTAT Tool during the Term of the Agreement;
 - (s) **"Upgrade"** refers to any major upgrade of a version of the MYTAT Tool,

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- (a) The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/legislation.
- (b) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- (c) Any reference to a contract or other document as of a given date means the contract or other document as amended, supplemented and modified from time to time through such date.
- (d) Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- (e) Headings, subheadings, titles, subtitles to clauses, sub clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexure hereto and shall be ignored in construing the same.
- (f) The terms "hereof" "herein" and "herewith" or similar expressions used in this Agreement mean and refer to this Agreement and not to any particular clause of this Agreement.
- (g) Unless otherwise specified in a particular case, reference to days, months and years are to calendar days, calendar months and calendar years, respectively.
- (h) Any reference to "writing" shall include printing, typing, and other means of reproducing words in visible form as stipulated in this Agreement and shall include electronic mails.
- (i) The words "include" and "including" are to be construed without limitation unless the context otherwise requires or unless otherwise specified.

2. RIGHTS & OBLIGATIONS

- 2.1 It is clarified that if the Company is dealing in other courses, products and services too, shall be free to continue selling such courses, products and/or services through its platform and/or through such other means as deemed appropriate by Company.
- 2.2 Company would establish payment gateways to receive the payments from the Client or directly from the students via the necessary digital payment gateways established for this purpose. Maximum use of digital technologies for the convenience of students is recommended to include payments across all means approved by Reserve Bank of India.
- 2.3 The Company would be responsible for issuing the certificates to the successful students, and information regarding the same needs to be shared with the Client.



- 2.4 The Company would be responsible for establishing and maintaining the two-tier grievances redressal mechanism for resolving the student grievances as follows:
- 2.4.1 Normally all grievances should be resolved within 24 hours or by next working day.
- 2.4.2 Any grievance that is not resolved within 48 hours should be automatically escalated to the next level in the Company earmarked for grievance redressal.
- 2.4.3 An email address should be provided by the Company for grievance redressal.
- 2.5 The Company has the right to use the logo of the Client in the certificates / websites / any promotional material by the company.
- 2.6 Companies may be required to provide learning patterns of Students to the Client.
- 2.7 Client will help create awareness to all the students about the course & capabilities of the Company for empowering them and creating better employability.
- 2.8 Company may ask students to take a particular course for empowering them and creating better employability, provided the students bear the cost of the course from their own resources.
- 2.9 Client will provide support to the Company for promoting the scheme in its affiliated colleges/institutes by organizing regular workshops / webinar / social media campaigning at the regional and national levels to encourage the students/learners.
- 2.10 The Parties acknowledge that all data received directly or indirectly from or by the use of the Application, shall be owned, utilized and processed as per the terms set out in terms and conditions and privacy policy provided on the Company website, which may be further amended from time to time. Nothing herein grants any rights of any nature including a license to the Client in such data.

3. DELIVERY AND TECHNICAL SUPPORT

- 3.1 Client confirms that the Company's platform is in the format required by the Client and the Client confirms acceptance of the same in its present form. If during the course of operations Company identifies or discovers errors or defects or other functionality issues ("Errors") in the MYTAT Tool, then the Company shall rectify the same within reasonable time.
- 3.2 The MYTAT Tool shall be hosted on the Company's server(s) and Client acknowledges and agrees that the functionalities of the MYTAT Tool are subject to an end user accepting the Company's End User License Agreement as published on the Company's website and as amended from time to time.
- 3.3 Company shall provide technical support services to the Client & end users (vide this agreement) as & when required in accordance with the terms set out in this Agreement, pertaining to the use of the MYTAT Tool, as per the terms of service and payments against such services set out in **Annexure 2** to this Agreement.
- 3.4 Company shall co-operate and provide technical support to the Client concerning the MYTAT Tool's pre-installation and distribution if applicable.
- 3.5 Company shall reply, by way of an email, to any queries/ clarifications sought by the Client within [24] hours upon receiving any enquiry from the Client.

4. COMMENCEMENT, DURATION, AMENDMENT & TERMINATION

- 4.1 The Agreement shall come in force from the date it is signed by the Parties. Until and Unless any specific date is communicated.
- 4.2 The Agreement shall be in force initially for a period of 3 years, renewable for a further period that may be mutually decided by the Parties.
- 4.3 This Agreement will be mutually reviewed on an annual basis for further amendments, if needed.
- 4.4 Each Party shall have the right to terminate this Agreement immediately with written notice to the other Party if the other Party:
- (a) commits a material breach of any of its duties, obligations, representations or

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warranties under this Agreement, and such breach is not remedied (if capable of remedy) within 30 (thirty) Business days from the date of receipt of notice of breach in writing (including an email) from the non-breaching Party, requiring that such breach be remedied; or

- (b) the other Party becomes the subject of a bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or
 - (c) the other Party makes an assignment for the benefit of creditors,
 - (d) an application for a receiver, trustee, or custodian is made by anyone for the other Party.
- 4.5 Further to and without prejudice to the preceding rights, each Party may terminate this Agreement at its sole discretion and without assigning cause by providing not less than 3 (three) months prior written notice to the other Party.
- 4.6 Notwithstanding termination/expiry, all provisions which are intended by their nature to survive the termination/expiry of this Agreement shall remain in full force and effect, including payment terms.

5. **CONSIDERATION AND PAYMENT TERMS**

- 5.1 The services and scope including the payment terms will be governed as per details mentioned in Annexure 1 to this Agreement.

6. **CONFIDENTIALITY**

- 6.1 Each Party acknowledges that during the Term, it will receive information from the other Party, that the other Party regards as confidential and proprietary ("**Confidential Information**"). Confidential Information includes any information, data or documents, the terms of this Agreement and other information disclosed by the disclosing Party ("**Disclosing Party**") to the receiving Party ("**Receiving Party**"), either verbally, visually or in writing and which by its nature is deemed to be "confidential" or "proprietary".
- 6.2 The Receiving Party shall use the Confidential Information only for the purposes of this Agreement and shall not disclose Confidential Information to any third party without the Disclosing Party's prior written consent. Disclosure by the Receiving Party to its employees shall only be made on a need-to-know basis. The Receiving Party agrees to take all appropriate action and to utilize the same effort to safeguard the Confidential Information of the Disclosing Party as it utilizes to protect its own proprietary information. The Receiving Party shall promptly notify the Disclosing Party in writing, if it believes that the Confidential Information of the Disclosing Party has lost its status as such and before using such information without restriction.
- 6.3 The Receiving Party's obligations of confidentiality shall not apply to any of the Confidential Information of the Disclosing Party which and to the extent that:
- (a) such disclosure is required by Applicable Law;
 - (b) such disclosure is required by any competent regulatory or government body to which the Receiving Party is subject or submits; or
 - (c) the information has come into the public domain through no act or omission of the Receiving Party and/or its personnel.
- 6.4 Notwithstanding anything contained hereinabove, the Receiving Party shall be entitled to disclose the information referred to in the said sub clauses, pursuant to any governmental, judicial, or administrative order, discovery request, regulatory request or similar method, except where such disclosure is privileged or protected by laws or regulations governing journalists, provided that the Receiving Party shall provide the Disclosing Party with prompt notice if this is the case, so that the Disclosing Party may seek a protective order or other appropriate remedy.
- 6.5 The confidentiality obligations under this Agreement shall survive the expiration or earlier



termination of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights and the ownership in the MYTAT Tool, including any Improvements, Upgrades, Customizations, changes or modifications, data, processes, software, utilities, and methodology including any Company proprietary products or components, know-how and concepts thereof shall at all times vest solely with the Company. Notwithstanding anything to the contrary set out herein, for the purposes of this clause 7, Company shall include Company's Affiliates. Further, nothing in this Agreement grants or shall be construed to grant any rights, title or ownership to the Client in the Application, the Company's Intellectual Property Rights or the Company's cloud servers at any time.
- 7.2 In the event any third party alleges that the MYTAT Application or any part thereof, or any content contained therein infringes its Intellectual Property Rights, the Company receiving such notice of infringement shall replace or modify the MYTAT tool with a version which does not infringe any third party IPR's.
- 7.3 In the event of such alleged or actual Intellectual Property Rights infringement, each Party shall select one of the following remedial measures to enable the other Party to legally use the respective MYTAT Tool within a period of 45(Forty-Five) Business days from the date the infringing Party receives written notice of such alleged or actual Intellectual Property Rights infringement:
- (a) replace or modify the MYTAT Tool with a version which does not infringe any third-party Intellectual Property Rights; or
 - (b) obtain the relevant use license from such third party to enable the Client or Company and its end users to continue the usage of the MYTAT Tool in accordance with the terms and conditions of this Agreement.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 Each Party and its Affiliates represents and warrants to the other Party that:
- (a) it is duly incorporated, organized and validly existing under Applicable Laws
 - (b) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;
 - (c) this Agreement constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and
 - (d) it is, and shall for the Term of this Agreement remain, in compliance with all Applicable Laws and possesses all requisite governmental approvals, licenses, permits.
 - (e) it shall not solicit any of the employees of the other Party for a period of 1 (one) year after the termination/ expiration of this Agreement;
- 8.2 Company represents and warrants to the Client that:
- (a) it shall comply with all Applicable Laws in the performance of its obligations and the exercise of its rights under this Agreement;
 - (b) it has the right to grant a license in and to the MYTAT Tool for the purposes specified under this Agreement;
 - (c) it shall notify the Client as soon as it becomes aware of any circumstances which are likely to have an adverse effect on Company's ability to comply with this Agreement; and;
- 8.3 Client and Client Affiliates additionally represent and warrant to the Company that the use of the MYTAT Tool and Customizations as contemplated under this Agreement shall: (i) only be for purposes as provided under the terms of this Agreement; (ii) not be used in any manner that directly or indirectly competes with the Company or any other services offered by the Company and its Affiliates, whether now or in the future; (iii) not be used for the

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purpose of spamming; (iii) not be used to distribute any virus, malware, malicious content, Trojans, adware, etc.; (iv) not be used for any purpose that may disrupt or cause any interruption with the services provided by Company or any systems, networks or servers used by Company; (v) not link the MYTAT Tool to malicious content intended to damage, disrupt, compromise or exploit Company user account or to compromise a user's privacy in any manner; (vi) not be used in any manner that does or could potentially undermine the security of Company's services; (vii) not be used to conduct or facilitate any act which is in contravention of any Applicable Law; (viii) not impose any terms of usage on its end users which are inconsistent with this Agreement or with the Company's terms of use; (ix) not attempt to interfere, modify or disable any features, functionality or security controls on the MYTAT Tool or defeat or otherwise deactivate any protection mechanisms on the Customization; (x) not attempt to (a) translate, reverse engineer, decompile, disassemble or derive source code, object code, underlying ideas, algorithms, structure or organizational form from the Customization; (b) use or access the MYTAT Tool to aggregate, cache or store any geographical location information or other user related information accessible through the MYTAT Tool without informed consent of the user, (c) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the MYTAT Tool ; or (d) remove or modify any proprietary notices, attribution or marks from or delivered as part of the MYTAT Tool

- 8.4 Client and Clients Affiliates represent and warrant that they shall not collect, store or aggregate any data except as contemplated in this Agreement or aggregate data or any part thereof for any purpose including comparing data with data of its competitors, benchmarking the MYTAT Tool services against the services of any third party or monitoring the availability, performance or functionality of the Company's services;
- 8.5 Client and the Clients Affiliates represents and warrants that it shall not (i) use the MYTAT Tool in connection with any application, website or other product that disparages or may be perceived to cause any reputational harm to Company or is defamatory, libellous, obscene, hateful or is otherwise offensive; (ii) infringe the rights of Company including the Intellectual Property Rights of the Company, either in the process of integration or otherwise, (iii) not implement any systems including bots or other malware which would generate false clicks on the MYTAT Tool; (iv) ensure that all data transmitted using the MYTAT Tool is transmitted over encrypted and secure networks; (v) comply strictly with the restrictions on the licenses and rights granted under Clause 2 above, and shall not in any other way infringe on the Intellectual Property Rights of Company.
- 8.6 Client shall be solely responsible for the act and omissions of the Client & the Client's Affiliates.

9. DISCLAIMER & WARRANTIES

Except as specified in this Agreement, Company does not make any warranty in connection arising from the subject matter of this Agreement. Further Company hereby disclaims any and all implied warranties, including without limitation, all implied warranties of merchantability and/or fitness for a particular purpose.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 10.1 Company hereby agrees to indemnify, defend and hold Company, its directors, officers, employees, representatives and/or assigns, harmless from and against all direct and indirect losses, as a result of:
- 10.1.1 any breach of any Applicable Law, rules and regulations by Company;
- 10.1.2 breach of Confidentiality or Intellectual Property Clause of this Agreement or infringement of any third-party intellectual property rights.
- 10.1.3 any material fraud, misrepresentation, gross negligence or willful default by Company or any of its employees, agents or representatives.
- 10.2 Client hereby agrees to indemnify, defend and hold Company, its directors, Affiliates,

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officers, employees, representatives and/or assigns, harmless from and against all losses, claims (including third party claims), costs, expenses, (including reasonable attorney's fees), liabilities and/or damages of every kind and nature arising out of, in connection with or as a result of breach of terms of this Agreement.

- 10.3 The indemnification rights of Company under this Agreement will not be the exclusive remedy of the Company with respect to the claims to which such indemnification relates.
- 10.4 **Mitigation.** In no event will the Company be liable for any losses arising from or in connection with this Agreement, pursuant to any claim by the Client or Clients Affiliates against Company under any theory of liability (whether in contract, in tort, or otherwise), if such losses could have been avoided if the Client had used reasonable efforts to mitigate them.
- 10.5 Notwithstanding anything to the contrary contained herein or elsewhere, neither Party shall be liable to the other, whether in contract, tort, breach of statutory duty, or otherwise, for any loss of profit, or any other special, incidental, indirect or consequential damages, damages from loss of profits or business opportunities even if the other Party shall have been advised in advance of the possibility of such loss, cost or damages.
- 10.6 Notwithstanding anything contained in this Agreement, the total aggregate liability of the Company and its Affiliates under this Agreement whether in contract (including in respect of indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with the performance or contemplated performance of this Agreement shall be limited to average of the last three months revenues received by the Company from the Client. The liability of the Client shall be limited to the average of the last three months Revenue, excluding liability arising from wilful misconduct, negligence, breach of confidentiality obligations under clause 5 of the Agreement, infringement of Company or third-party Intellectual Property Rights.

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11. CONSEQUENCES ON EXPIRY OR TERMINATION

- 11.1 Upon the expiration and/or earlier termination of this Agreement, and unless otherwise provided in this Agreement:
- (a) all rights granted to Client under this Agreement shall stand terminated.
 - (b) Neither Party shall represent the other Party in any of its dealings.
 - (c) Neither Party shall intentionally or otherwise commit any act(s) as would lead a third party to believe that the other Party is still associated with the former Party in terms of this Agreement.
 - (d) Each Party shall, immediately cease to use all Intellectual Property Rights of the other Party under this Agreement.
 - (e) Each Party shall return/ destroy or delete all Confidential Information and other material as per the instructions of the other Party and certify to the other Party in writing that it has done so.
- 11.2 Notwithstanding any other provisions in this Agreement, after the termination / expiry of this Agreement, Company shall be entitled but not obligated to: (a) continue to support its users acquired vide this Agreement post the Effective Date and on or prior to the effective date of termination / expiry of the Agreement; in return for payments from the Client or students as mutually agreed between the Parties.

12. NOTICES

- 12.1 Any notice or other communication given pursuant to this Agreement must be in writing and: (a) sent by electronic mail transmission AND (b) sent by registered mail with acknowledgment due, postage prepaid, as follows:

If to Company:

Address: RVR Innovations LLP, A-36, Chhatarpur Extension, New Delhi- 110074
Attn: Om Narayan Rai, The Head – Academia Relations
E-mail: om@mytat.co

If to Client:

Client's address: JECRC Campus, Shri Ram ki Nangal, via Sitapura RIICO Tonk Road, Jaipur-302 022
Attn: Dr. Vinay Kumar Chandna, Principal, JECRC
E-mail: principal@jecrcmail.com

- 12.2 The Parties from time to time may change its address or other information for the purpose of notices to that Party by giving notice specifying such change to the other Party hereto. Any such change in the address or other information of either Party shall be notified to the other Party in the same manner mentioned hereinabove.
- 12.3 In the event a Party refuses delivery or acceptance of a notice, request or communication under this Agreement, it shall be deemed that such notice, request or communication was given upon proof of the refused delivery, provided such notice, request or communication was sent in the manner specified in this Agreement.

13. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 13.1 The Parties agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they shall make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by amicable settlement and discussion, failing which by arbitration.
- 13.2 All disputes or differences arising between the Parties shall at the first instance be attempted to be resolved amicably between the Parties in a conciliatory manner within 15 (fifteen) days. On the failure of conciliation, the dispute in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to

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and resolved by arbitration in New Delhi in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitration shall be presided over by a sole arbitrator jointly appointed by the Parties. The language of arbitration shall be English. The order passed by the arbitrator shall be final and binding upon the Parties.

- 13.3 Subject to the above clause 13.2, the courts of New Delhi, India shall have exclusive jurisdiction on the matters arising from or in connection with this Agreement, without regard to the principles of conflicts of laws. This Agreement shall be governed by and construed under the laws of India.

14. GENERAL

- 14.1 **Assignment** - Neither Party shall assign or transfer this Agreement or any rights or obligations hereunder, without prior written notice to the other Party. Any purported assignment or transfer of this Agreement by one Party without notice to the other will be null and void. This Agreement will be binding on the Parties and their respective successors-in-interest and permitted assigns. Company may assign to its Affiliate only.
- 14.2 **Change of Control** - Each Party shall notify the other Party within 30 (thirty) days upon any change of Control in such Party. Upon receipt of a notice of change of Control under this Clause, each Party may, at its option, terminate this Agreement by giving the other Party 30 (thirty) days' prior written notice and provide all necessary exit assistance to such Party, subject to the terms of the Agreement.
- 14.3 **Equitable Relief** -In the event of any actual or threatened breach by a Party, the other Party may be entitled, in addition to such other legal or equitable remedies which might be available, to seek an immediate injunction in a competent Court of jurisdiction enjoining any breach or threatened breach of this Agreement. It is clarified that nothing in Clause 13 (*Governing Law, Jurisdiction and Dispute Resolution*) is intended to prevent either Party from obtaining injunctive relief in Court to prevent irreparable harm pending the conclusion of any arbitration. Each Party shall bear its own attorneys' fees and costs in proceeding brought pursuant to this paragraph, unless such Court determined otherwise.

15. FORCE MAJEURE

If the performance by either Party of any of its obligations hereunder is in any way prevented, interrupted, hindered or delayed directly or indirectly due to a fire, earthquake, flood, epidemic, strike, lockout, labour controversy, riot, civil disturbance, war, civil commotion, act of God, act of terrorism, strikes, lockouts, court order, internet shutdown, pandemic, power outages, equipment or transmission failure or any other cause that is reasonably beyond the control of such Party ("**Force Majeure Event**"), the due date of performance of the affected Party's obligation under this Agreement shall be extended until the effect of such a Force Majeure Event has ceased. Provided that the Party so affected shall use its best efforts to mitigate, avoid or remove such cause or non-performance and to restore performance to normal level as reasonably quickly as possible whenever such causes are removed. The affected Party, which has been prevented from performing the obligation, shall notify the other Party of the Force Majeure Event forthwith. The affected Party shall not be liable for any breach or non-observance of this Agreement on account of any circumstance beyond its control. In the circumstance that the Force Majeure Event continues for a period of 3 (three) continuous months, the unaffected Party may terminate this Agreement by giving 30 (thirty) days prior written notice to the affected Party, without liability to the other Party.

16. RELATIONSHIP BETWEEN PARTIES

The Parties shall act in all matters pertaining to this Agreement as independent Parties. Neither Party shall have any authority hereunder, express or implied, to contract on behalf of the other Party with any third party and shall not hold itself out as having such powers or authority. The Agreement is being entered into on a principal-to-principal basis and does not and shall not be deemed to make either Party an agent, partner or joint venture partner



of the other or create any analogous relationship. Neither Party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other Party or its Affiliates or in any manner assume or create, or attempt to assume or create, any obligation (binding or otherwise) on behalf of, or in the name of, the other Party or its Affiliates.

17. **SEVERABILITY**

If any provision of this Agreement should be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with Applicable Law.

18. **THIRD PARTY BENEFICIARIES**

The Parties do not intend, nor will any clause be interpreted to create any obligation to, or right or benefit to, any third party under this Agreement from either Company or Client, except as set out herein.

19. **WAIVER**

No delay or omission in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either Party of any of the covenants to be performed by the other Party or any breach by the other Party shall not be construed to be a waiver of any succeeding breach or of any other covenant. To be effective, waivers must be in writing and signed by a duly authorized representative of the Party alleged to have waived or consented.

20. **SURVIVAL**

Termination or expiry of this Agreement shall not affect those provisions hereof that by their nature or otherwise are intended or necessary to survive such termination/expiry. Further, after termination or expiry of this Agreement, and at any time during its continuance, neither Party shall knowingly take any action that has the effect of disparaging the other Party.

21. **REMEDIES**

All remedies shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

22. **ENTIRE AGREEMENT**

This Agreement (including the Annexures hereto) constitutes the entire, final and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous discussions, communications, negotiations and agreements, written or oral, with respect to the subject matter hereof.

23. **AMENDMENTS**

This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the authorized representatives of the Parties. In the event, the Parties wish to change the scope of this Agreement, the Parties shall execute a supplementary agreement which shall be regarded as an integral part of this Agreement and shall be equally valid. In the event of any inconsistency or conflict between the provisions of this Agreement and those of the supplementary agreement, the provisions of the supplementary agreement shall prevail.

24. **CAPACITY**

The Persons executing this Agreement represent and warrant that they have the authority to bind the Party on whose behalf they are executing this Agreement, to the terms and conditions contained herein.

25. COUNTERPARTS

This Agreement may be executed in 2 (two) counterparts, and each such counterpart shall be deemed to be an original instrument, but both counterparts together shall constitute but one Agreement. This Agreement may be executed and delivered by electronic or facsimile and upon such delivery the electronic or facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of 6th March 2021.

For Company

Om Narayan

Name: Om Narayan Rai
Title: Head – Academia Relations
Date: 6th March 2021

Witness



Name:
ID No:
Address:

For Client

Dr Vinay Kumar Chandna

Name: Dr Vinay Kumar Chandna
Title: Principal
Date: 6th March 2021

Witness

PRINCIPAL
Jalpur Engineering College &
Research Centre
Tonk Road, Jaipur-302022

Name:
ID No
Address:

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ANNEXURE 1**SCOPE OF WORK****1. Proposal Objective & Broad Scope**

The objective of this initiative is to propose an integrated and inclusive ecosystem system that supports improved employable skill acquisition processes through process automation, electronic support of information presentation, and information with regards to learning management at JECRC. A combination of our resources will be used to map the journey of students which will include: -

- a) Diagnostics of the relevant skills levels using MYTAT's Assessment platform
- b) Skills gap analysis using MYTAT's Assessment Platform
- c) Basic skills training to be imparted in collaboration with JECRC.
- d) Technical internships and advanced skills upgrading program to be run by our MYTAT platform.
- e) Assistance in obtaining employment opportunities for suitable students.
- f) Planning & organizing events for increasing employment opportunities

2. Execution

Our team will utilize a phased transition plan with the intent of being ready to commence on its indicative deliverables on the mutually agreed timeframe, from the project kick-off. The proposed phases are described below as milestones.

a) 1st Milestone: Project Start-up & Baseline Configuration

Our team will commit the required resources to begin project start-up and initial requirements gathering activities after full execution of the collaboration agreement. Based on material and information presented it will start establishing the project infrastructure, discuss implementation options, begin gathering requirements for a baseline configuration and analyzing the source system data. This baseline configuration will be a basis for demonstration and initial discussions with the JECRC. With an established baseline, our Team will be able to quickly adapt the process on JECRC input.

i. Major Activities:

- JECRC to assist in mapping students to MYTAT platform through their website/webpage.
- Our team to map user id and password for each student to access all the modules as specified under:
 - Learning
 - Practice
 - Internship
 - Jobs
 - Projects
- JECRC Project Management team to communicate the access link to all the users, with a link of assessment for classified groups to assess the skill gaps with a closure timeline (as mutually agreed) and demography.
- MYTAT team to publish the daily assessment completion report till the last date of completion.
- Define Contents of Basic & Advance Skills courses in collaboration with JECRC.

b) 2nd Milestone: Implementation of Modules

Our team will publish the skill gap analysis as per the agreed demographic specifications: -

- i. For JECRC
- ii. Participants



- iii. Gap Analysis – “Fit Gap” MYTAT will work with the JECRC to conduct a fit-gap analysis to determine what solution functionality best meets the student requirements (as per current skill requirement trends in the market for fresher hiring).
 - iv. MYTAT will create, prepare and show case it’s assessments to JECRC
 - v. MYTAT will be responsible for creating the final list of functional and technical support requirements if applicable.
 - vi. MYTAT shall produce a full fit gap Report to the JECRC Project Manager based on agreed and available demographics.
 - vii. The JECRC Project Manager will visit the solution(s) – Learning, Practice, etc. to understand the relevancy.
 - viii. The solution implementation will proceed after this skill gap is reviewed.
 - ix. Intuitive Learning Content for skills Development Cycle:
 - Basic (Free of cost)
 - Advanced (Cost Based) to include: -
 - Industry specific
 - Assessment Based
 - Certification
 - Instructor Led
 - x. Practice:
 - Assessment Practice for Employment
 - xi. Projects & Internships to be cost based and can be a one or combination of the below: -
 - Instructor Led
 - Learning & Experiential Learning
 - Certification
 - xii. Assist in stipend-based internships.
 - xiii. Assist in Jobs for Freshers
- c) **3rd Milestone: Communication & Reports**
- i. JECRC PM to push communication to all the students to use the available modules as per classified groups.
 - ii. MYTAT team to publish the usage report on agreed periodical basis.

3. Deliverables of MYTAT:

Entire Platform & Eco System for: -

- a) Diagnostic Assessments in collaboration with JECRC.
- b) Skills based assessments in collaboration with JECRC.
- c) Basic Learning in collaboration with JECRC (Free – Content, Learning Linked Assessments
- d) Advanced Learning (Cost Based) – Content, Learning & Learning linked assessments.
- e) Practice (Free)
- f) Assistance in guiding students for job opportunities (subject to condition listed below):-
 - i. Student have used the MYTAT platforms for learning skills.
 - ii. Has undertaken assessments so as to be able to define their respective learning graphs and skills gap analysis.
 - iii. Students have shown positive learnability and understanding of acquired skills.
 - iv. MYTAT platform is able to generate detailed analytical reports for the students to be utilized for projecting them to potential employers.
- g) Reports for JECRC.
 - i. Skill Gap Analysis – Group & Candidate Profile
 - ii. Learning Impact
 - iii. Usage & Participant Insight
 - iv. Issues, Resolutions, Downtime etc.
 - v. Learning gap reports for JECRC for discussion on improvement.




- h) Online Skill Development, Industry Interaction Sessions in collaboration with JECRC to include: -
- i. Faculty/Facilitator
 - ii. Course Curriculum/Content

4. Deliverables of JECRC:

- a) Seamless access to relevant database to ensure functioning of MYTAT platforms in the interest of students.
- b) Communication management to funnel students to adopt & use our platforms.
- c) Provide Infrastructure, if required on chargeable basis (to be mutually defined) to include: -
 - i. Smart class, Hostel, Seminar Hall etc.
 - ii. Logistical support to host events.
 - iii. Audio/Video equipment
 - iv. Other relevant technological equipment at its disposal to ensure success of events/program.
- d) Branding of JECRC wide initiatives hosted on MYTAT platform
- e) Hosting of Placement Drive(s) on need basis
 - a. Coordination and Communication support
- f) Introduction to various third parties associated with JECRC relevant to the employability of students and working in close collaboration with our team to reach out to such parties jointly.
- g) Any other support required by our company to ensure the success of the program.
- h) JECRC understands that this program cannot be successful without JECRC's complete support and involvement.

5. Communication Plan

Company's Team shall assist in defining the steps / processes / tools available to communicate project information to JECRC Project manager and key stakeholders. Communication to JECRC students and employees is the sole responsibility of the JECRC. The communication plan will be utilized to manage communications throughout the project. Any new information that affects the communication management plan will be used to refine the plan as necessary during each project phase. The communication plan shall be maintained by the JECRC Project Manager in conjunction with input from Company's project manager.

6. Project Management

- a) Company's Project Management Responsibilities will include:
 - i. Coordinating the development of the project plan in consultation with the JECRC Project Manager and Team Members and Governing Authorities
 - ii. Managing, in conjunction with JECRC PM where applicable, escalations where needed.
 - iii. Management of own and their Partner resources and teams to ensure the timely delivery of items identified as "In scope" within this SOW.
 - iv. Ensuring that members of the JECRC staff are sufficiently educated to understand the implications of this association, services, the platform and features.
 - v. Providing JECRC with timely and detailed descriptions of the items identified as "MYTAT task" within this SOW.
 - vi. Advising the JECRC of expected completion dates for items identified as "MYTAT task" within this SOW.
 - vii. Advising the JECRC of the impact on the expected delivery dates of "JECRC task" items when prerequisite MYTAT tasks, such as the completion of data import templates or approval of report specifications, are advanced or delayed.
 - viii. Monitoring the progress of the project, publishing reports, analysis in timely manner and advising the JECRC of risks to its on-time completion
- b) JECRC Project Management Responsibilities to include:
 - i. The timely delivery of items identified as "JECRC task" within this SOW



- ii. Advising MYTAT of expected delivery dates for items identified as "JECRC task" within this SOW specially when they are prerequisite to Company Task
- iii. Ensuring that orders (if any) contain a full specification of requirements.
- iv. Ensuring that all JECRC team members have a clear understanding of their responsibilities to the project.

7. JECRC Resources:

In addition to the above JECRC will provide Infrastructure Support (if required) like: –
Robotics Lab, Smart Classes for online learning

- Data access for easy migration of students in learning and assessment environment
- Communication – to the relevant forums, mediums for optimum penetration of this initiative

8. Indicative Fees

- a) There is no upfront fees that the Company will charge JECRC or its students for providing access of its students to company's platforms.
- b) Company will work jointly with JECRC to identify and provide suitable basic/advance or upskilling modules /internships.
- c) The course/modules will be divided into two basis parts, namely – Basic & Advanced. While the Basic modules will be free for the students, the Advanced/upskilling modules will be paid. However, students are free to register for advanced programs at their own free will.
- d) The cost of the paid modules will vary from type to type depending on number of students per batch.
- e) Indicative list of Basic Level Courses/Modules to be offered free of cost as under:
 - e.i.1. C++ Programming
 - e.i.2. Data Structure with C++
 - e.i.3. Python Programming Fundamentals
 - e.i.4. Basic of Querying Database
- f) Indicative list of Advance Level Courses/Modules which will be offered on a fees-based model, to include: -
 - f.i.1. Data Science
 - f.i.2. Full stack Development
 - f.i.3. Front End Development
 - f.i.4. Network & Cyber Security
- g) It is understood by both parties that the above-mentioned training topics are indicative in nature and will change from time to time depending on the feedback from the Company and changing industry norms.
- h) It is understood that the above-mentioned topics may have multiple modules and sub-modules based on the nature of training to be imparted.
- i) Company will provide complete Course content include notes & cases studies of respective course programs.

9. Timeline

Ser	Milestones	Scheduled Completion
1	Project Start-up & Baseline Configuration – Defined as Step 1	21 Days from Contract Signing
2	Implementation of Modules – Defined as Step 2	21 days from completion of Step 1
3	Communication & Reports – Defined as Step 3	Ongoing post completion of Step 2




For Company

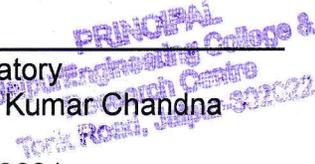
Om Narayan



Authorized Signatory
Name: Om Narayan Rai
Title: Head – Academia Relations
Date: 6th March 2021

For Client

Dr Vinay Kumar Chandna



Authorized Signatory
Name: Dr Vinay Kumar Chandna
Title: Principal
Date: 6th March 2021

ANNEXURE B

ADDITIONAL PROVISIONS

“Level 1 Support” means first level of support offered to clients which includes but not limited to:

- basic help desk resolution
- self-help and user-retrieved information;
- having detailed product and technical information;
- respond to requests received through email, web sites, or social media;
- respond to service receive services within the given timeline using emails, telephone, chats etc.;
- send questions and requests to upper support tiers or company personnel;
- create, maintain, and update product information;
- support for basic customer issues such as solving usage problems and fulfilling service desk requests that need IT involvement;
- to solve known problems and to fulfill service requests by following scripts;
- support personnel with deep knowledge of the product or service;
- If no solution is available, Level 1 support personnel escalate incidents to a higher tier.

“Level 2 Support” means on-going maintenance, support and assistance services (“Services”) to the Company’s platforms with regard to technical, administrative and service-oriented issues relating to the utilization, transmission and maintenance of MYTAT Tool.

1. The Company shall only provide Level 2 support as and when required to maintain the functionality of the platform/s
2. Post expiry/earlier termination of the Agreement, technical support may be provided to the Client, on terms as mutually agreed between the Parties.
3. Company shall make reasonable efforts to reply, by way of an email, to any queries/clarifications sought by Client pertaining to the use of the MYTAT Tool, within 7 (seven) days upon receiving any enquiry from Client.
4. Support Hours - Monday to Friday, 9 AM to 5 PM (IST).
5. Point of Contact.
 - Support email address - support@mytat.co
 - Escalation Matrix
 - Level 1 - supportraj@mytat.co
 - Level 2 - Om Narayan Rai, Head – Academia Relations; Email - om@mytat.co

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Om Narayan
6/03/21

