



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("M.O.U"/ "Agreement") is made as on the day Saturday, 27th November, 2021 by and between

Rooman Technologies Pvt Ltd, hereafter referred as "**Rooman**" which expression shall unless repugnant to the context or meaning thereof include its successors and assignees.

And

Dr.K.V. Subba Reddy Institute of Technology located at Opp: Dupadu Railway Station, NH-44, Lakshmipuram - Post, Kurnool, Andhra Pradesh 518213. hereafter referred as "**College**", which expression unless repugnant to the context or meaning thereof be deemed to include, legal representative, executors, administrators, successors and permitted assigns of the other PART.

Each individually a Party and collectively referred to as Parties.

WHEREAS, the Rooman and College have come together to collaborate for up-skilling the students of College under subscription of Rooman Certification Program and providing opportunities for Internship and jobs to excelling students

WHEREAS as of date hereof both Parties as above have expressed a desire of entering into a Memorandum of Understanding (M.O.U) agreement to meet their respective objectives, which are set out here in below.

NOW, THEREFORE, it is hereby agreed by and between the undersigned Parties as follows:

BACKGROUND OF THE PARTIES

Rooman is an undisputed leader in the segment of employment linked training programs and IT certification with 22 years of rich experience and nationwide presence with over 100+ centres pan India. For the true job seekers of the world who are seeking a fulfilling career. Rooman is an ed-tech company that provides job guaranteed programs. Unlike traditional institutes, Rooman provides concept visualisation using animations, tech-enabled world-class skilling ecosystem and the pure joy of learning. Though our roots are that of skill training our able leadership has been able to take the organisation to new heights by diversifying our offerings. We now also are leaders in the space of enterprise software development, IT infrastructure management, IT services and many more.

College is an Education institute that intends to offer its students a globally relevant learning experience, by providing high quality, affordable and accessible education. College through the process of co-creation intends to elevate its students to serve the emerging talent needs of Industry.

PURPOSE:

The purpose of the collaborative relationship contemplated by this M.O.U is for College to promote a talent pool of young students, while facilitating their upskilling using Rooman's Platform (as defined below) and enabling them acquire new and relevant competencies as per the current market requirements and for Rooman to nurture the young talent, making the students more employable and industry ready ("Purpose"). For Achieving the Purpose, either party hereby agree to collaborate with each other and enter this MOU for non-commercial purposes and further agree that the relationship contemplated by this MOU is non-monetary in nature.

DELIVERABLES:

Rooman:

Rooman agrees to provide the following forms of support to the College on a good faith basis:

- a. Provide access to Learning Management System (LMS) and helping its learners acquire industry specific skills
- b. Rooman to extend at a special promotional Price, which shall be applicable exclusively for the College.
- c. Rooman to provide services enabling its learners acquire new competencies in accordance with current market requirements anytime, anywhere upon subscription.
- d. Rooman to provide opportunities for Internship and placement support for excelling candidates upon successful completion of Rooman Certification Program(s).
- e. Rooman to conduct Technical workshops for the Students of College.
- f. Rooman to provide access to Naukriforu Application for the candidates who successfully complete the course as part of the subscription as per the terms detailed below in this Agreement.

College Deliverables:

College by and through its principals and agents, agrees to provide opportunities to "Rooman" and its center of excellences, as appropriate, on a good faith basis,

- a. To promote Rooman amongst the student community, faculty and staff for skill- development.
- b. To support Rooman in run running awareness campaigns in College premises.
- c. To render any additional support to achieve the deliverables mentioned in this Agreement.

Platform:

Rooman will provide College access to its online learning interface where College can access the courses, content, marketing materials that are being offered including a limited period subscription to certain third party applications and materials as a value addition to the products being offered to College.

License Grant

Except for the license and access rights granted in this Agreement, nothing in this Agreement grants any title or ownership interest in or to any Intellectual Property Rights in or relating to, the Platform, marketing materials or third party materials, whether expressly, by implication, estoppel or otherwise. All title and ownership interest in and to the Platform, marketing materials and the

third party materials are and will remain with Rooman and the respective rights holders in the third party materials.

Disclaimer of warranties:

Except for the express warranties provided in this Agreement, all applications, the Platform and materials are provided "as is" and Rooman hereby disclaims all warranties, whether express, implied, statutory or other, and Rooman specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, and all warranties arising from course of dealing, usage or trade practice. Without limiting the foregoing, Rooman makes no warranty of any kind that the applications, the platform, materials, or any products or results of the use thereof, will meet College's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system or other services except if and to the extent expressly set forth in the specifications, or be secure, accurate, complete, free of harmful code or error free. All third-party materials are provided "as is" and any representation or warranty of or concerning any third party materials is strictly between College and the third-party owner or distributor of the third party materials.

Confidentiality:

College will hold in strict confidence the confidential information disclosed by Rooman in furtherance of this Agreement. College shall use the confidential information in accordance of the terms and solely for achieving the Purpose of this Agreement. College agrees not to disclose confidential information to any other parties without the prior written consent of Rooman. College will exercise at least the same degree of care it uses to protect its own confidential information.

The obligations of confidentiality do not apply to information

- (i) That becomes publicly available for no fault of the College;
- (ii) Can be demonstrated by written evidence that it was in the possession of the receiving Party prior to receipt from Rooman;
- (iii) Independently developed by the Parties without use of information disclosed by the other Party.

Limitation of Liability

The Parties shall not be liable for any incidental, special, indirect or consequential damages arising out of or relating to this Agreement.

Intellectual Properties:

College hereby grants Rooman a royalty-free, non-exclusive, non-transferable, non-sub licensable, limited term license to use College's marks solely for the purpose of aligning the appearance of its products branding and only as specifically authorized by, and subject to any restrictions stated in, this Agreement. Such license shall be limited to the duration of this Agreement. During the Term of the Agreement, Rooman may include College in any of Rooman's customer lists and testimonials, solely for the purpose of identifying College as a customer of Rooman. Rooman acknowledge that the provisions of this paragraph do not convey any right, title or ownership interest in College's marks to Rooman Except for the license and access rights granted under this Agreement nothing in this Agreement grants any title or ownership interest in or to any Intellectual Property Rights of one Party to the other. College hereby unconditionally and irrevocably grants to Rooman an unrestricted license to use including all Intellectual Property Rights relating thereto.

Information Sharing:

In connection with this Agreement either Parties shall during the Term of this Agreement shall

provide, accommodate and make available as required access to each other's information (students databases by College and any customer information shared by Rooman) and hereby agree to share such information with each other solely for the accomplishment of the Purpose of this Agreement. Either Parties acknowledge and agree not to use, decimate to any third party, share or use such information for any other purposes otherwise than as stated in this Agreement and hereby agree to maintain such information in strictest confidence.

Term of the Agreement

This Agreement shall commence from the Effective Date above and shall continue to be in force unless terminated by either Parties as per the terms of this Agreement ("Term").

Marketing Collaboration:

Either Parties to this Agreement agree to cooperate with each other in the marketing and promotion of the products and services of the Parties in furtherance of achieving the Purpose of this Agreement. Such cooperation shall include the reasonable provision, at the Party's expense, reasonable participation and assistance, as agreed to by the Parties, with trade shows, conferences, company sales conferences and education seminars etc.

Termination

The engagement contemplated between the Parties under this M.O.U. is at-will. Upon the discretion of the either of the Parties the collaborative relationship under this M.O.U. may be terminated with an advance written notice of 30 days to the other Party. Upon termination of the Agreement for any reason either Parties shall promptly return to the other Party all confidential information of the other Party. Except for the obligations which are logically ought to survive, all other rights and obligations of the Parties under this Agreement shall expire upon termination of this Agreement.

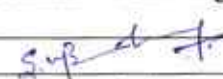
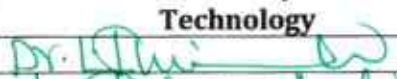
Entire Agreement

This M.O.U. is the final and complete understanding and agreement of the undersigned Parties. No other promises, agreements, nor warranties have been provided. This M.O.U. may only be amended by a written agreement as provided in this M.O.U.

Applicability

The terms and provisions in this MOU also apply to any subsequent Addendum(s) to this Agreement.

IN WITNESS WHEREOF, the undersigned Parties hereto have executed this MOU on the day _____, _____ November, 2021.

	Rooman Technologies Pvt. Ltd.		Dr.K.V. Subba Reddy Institute of Technology
Signature		Signature	
Name	S. H.D. Mahaboub Bacha.	Name	L. Thimmaiah
Title	Center Manager.	Title	professor & principal

PRINCIPAL
Dr. K.V. Subba Reddy Inst. of Tech.
Dupadu (V), N.H-44, Kurupoli-518215