

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on this date 26/09/2019 between University Institute of Engineering and Technology (UIET), CSJM University, Kanpur, and W3villa Technologies Private Limited (W3villa) having its registered office at WU 67C PITAMPURA DELHI North West DL 110034 IN and Business Office at 14/75 (Third Floor), Civil Lines - VTP Road, Kanpur, UP, India - 208001

The scope of the MoU, the roles and responsibilities of the parties of the MoU are given below:

Alliance Objective

This document outlines a strategic understanding between W3villa and UIET, CSJMU to work together to offer programs on mutual consent. The primary aim of this partnership is to aid UIET, CSJMU in establishing a high quality people repository in software technologies, This will help UIET, CSJMU, teach and train their students and staff on strategic technologies and to position them to support India's Information Technology initiative.

As opposed to the regular implementation, this is a strategic initiative and requires the total commitment of both W3villa and UIET, CSJMU. Whichever Program is mutually decided upon initiative would allow UIET, CSJMU, one of the foremost institutions in India in the field of Education, and imparts training, among others in Computer Applications and Information technology faculties, to design world-class curriculum capable of delivering high caliber IT skills required in the fast changing IT marketplace.

NOW THIS MoU WITNESSETH AS FOLLOWS:

DEFINITIONS AS USED IN THIS MoU:

"MoU" means this instrument executed by W3villa and UIET, CSJMU and subsequent amendments issued to the MoU by mutual consent as provided herein.

"Program" means the Program that is the subject of this MoU.

"Software" or "Product" means the computer software packages identified for introduction in the Program.

"Curriculum" means the W3villa course that is integrated with the UIET, CSJMU's Main Course, elective or Projects.

1. BENEFITS TO THE UIET, CSJMU

Opportunity to emerge as one of the competent entities in the academic circles in research and development in the area of Information Technology;

Opportunity to be recognized by the industry and academic circles as one of the preferred locations for

acquiring training and skills development in latest technology and software;

Opportunity to utilise the Program to train students on W3villa Software products and technologies and services.

Opportunity for the faculty and students of UIET, CSJMU to design world class curriculum capable of delivering the caliber of IT skills required at present and also for the future.

Opportunity for students to avail Certification , which is valid across the globe.

Benefits to W3villa

Creation of a resource pool of W3villa Software professionals to boost the existing skill level in the country.

Availability of skilled students from the Program for projects which would benefit W3villa Customers as well as the Business Partners of W3villa.

1. RELATIONSHIP BETWEEN THE PARTIES

Neither UIET, CSJMU nor W3villa is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other, nor does this MoU creates a joint venture or any similar relationship between them.

Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

1. AREA OF COLLABORATION

W3villa Technologies

Software of whatever program mutually decided upon with UIET, CSJMU Curriculum design as agreed with W3villa.

UIET, CSJMU/University

- Setting up, operating & maintaining the infrastructure required for training
- Promotion of the Program among the students:
- The costs for the same to be borne by the student.
- Making available faculty, as per mutual convenience, for conducting training on site or customer premises on Payment Basis.
- Supporting in conducting fests/competitions for students in the UIET, CSJMU.
- Maintenance of trained faculty members for training on IT Curriculum.

2. MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of two faculty members of UIET, CSJMU and two officers nominated by W3villa Technologies will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be an annual review. This review would primarily focus on the curriculum progress, faculty availability and certification.

3. INTELLECTUAL PROPERTY

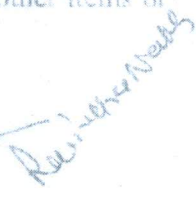
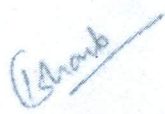
Title to the intellectual property rights of the software furnished by W3villa Technologies will at all times remain proprietary to W3villa Technologies, which however, The software's being provided to UIET, CSJMU through this MoU shall be governed by the applicable licenses agreements of the respective software UIET, CSJMU agrees to comply with such terms and conditions.

4. LIMITATION OF LIABILITY

Under no circumstances is W3villa liable for UIET, CSJMU's loss of, or damage to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if W3villa is informed of its possibility.

5. GENERAL

1. This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond it's control from going ahead with the implementation of the provision of this MoU. The provisions contained in Clauses 5 ("Intellectual Property Rights"), 6 („Limitation of Liability") and 7 will survive any such termination.
2. Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of others.
3. It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.
4. All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.
5. There shall be no liability on the part of any party to the other arising from the termination of this MoU.
6. This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity, as detailed herein.
7. The terms of the applicable software license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.
8. Neither party may use the other's corporate name or any trade mark or name or any other items or



assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.

9. The W3villa software programs offered under the said MoU are for the specific purpose set forth in the MoU, namely for training the bonafide students of the UIET, CSJMU on W3villa software, and not for any other commercial purposes.

10. Neither party will disclose the existence, or the terms and conditions of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.

11. Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.

12. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.

13. The laws of the Republic of India shall govern this MoU.

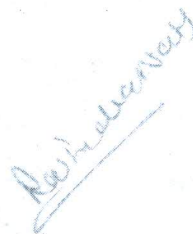
14. This MoU supersedes all proposals or other prior representations or communications, either oral or written.

15. All communication between the parties shall be in writing and in English Language.

Summary

W3villa Technologies recognizes the significance of the UIET, CSJMU's initiative to be the leader in the field of IT related academia in the country. W3villa proposes to make available the appropriate technology and expertise to develop UIET, CSJMU's position as a leading institute in the country providing high quality IT skilled resources.

This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.



7

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

UIET/CSMU Kanpur (Party 1)

Ravindra Nath

Signature

Dr. Ravindra Nath
Director, UIET Kanpur

Rashi Agrawal

Signature

Dr. Rashi Agrawal
Training & Placement incharge, UIET

W3villa Technologies Pvt Ltd. (Party 2)

W3villa Technologies Pvt. Ltd.

Ishank Gupta

Director
Signature

Ishank Gupta, CEO
W3villa Technologies Pvt Ltd.

W3villa Technologies Pvt. Ltd.

Mohd Irfaan
26/09/2019

Authorized Signatory

Signature

Mohd Irfaan, Business Manager
W3villa Technologies Pvt Ltd.