MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU ") is intended to outline a proposed business relationship between Allsoft Solutions and services Private Limited commonly called as Allsoft Solutions, IBM Worldwide Business Partner E-39, Phase-8 Industrial Area, Sector-72 Mohali, Punjab 160055 India and Shree Guru Gobind Singh Tricentenary University Commonly called as SGT University, Gurgaon-Badli Road, Budhera, Gurugram, Haryana 122505 India.

WHEREAS, SGT University 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' MOU 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 **for five years effective admission cycle starting 2021** unless extended or terminated earlier. This MOU can be extended upon written MOU 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 effect the terms of MOU 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 MOU. For the purpose of this MOU, "**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 MOU 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 MOU 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 MOU ,confidential Information shall not include information: (a) that is now or subsequently become publicly available without breach of this MOU 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 event of (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 MOU (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 MOU 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 MOU 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 loses 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 MOU;
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 MOU; 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 MOU.

5.2 Notwithstanding anything of the contrary contained herein, neither Party shall be liable under the MOU 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 MOU 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 MOU, or loss of reputation, business or goodwill, whether or not such Party has been advised or is aware of the possibility of such damages.

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. The parties hereby irrevocably submit to the exclusive Jurisdiction of the court of Gurgaon.

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 MOU. Each party will continue to own any pre-existing material contributed by it.

8.   MISCELLANEOUS

8.1 Amendment and waiver: any provision of the MOU 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 MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assign.

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

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

8.5 Partial Invalidity: If any clause, paragraph, term or provision, of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, such clause, paragraph, term or provision shall be deemed several and the remainder of the MOU shall remain valid and enforceable.

8.6 Notice: Unless otherwise indicated, for the purpose of the MOU, notice and all other communications provided for in the MOU 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 MOU. 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 MOU between the parties. This MOU cannot be modified except by a written MOU signed by the authorized representative of each of the SGT UNIVERSITY 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.

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

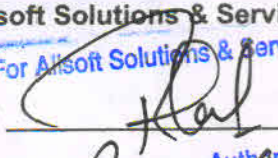|	
Allsoft Solutions & Services Pvt Ltd	**SGT University**
For Allsoft Solutions & Services Pvt. Ltd.	
By:	By:
Authorised Signatory	
Name: ROHIT NANDA	Name: JOGINDER YADAV
Title: DIRECTOR	Title: REGISTRAR.

Attachment 1 – Course Offering

SGT University shall rollout Joint programs in Btech and BBA and **value added program** 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 SGT University commence and 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
- 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 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 university norms and government regulations.
- To support students with access to labs and related troubleshooting
- To assist in project development.
- To share the list of students with IBM for issuing the certificates
- To support slow learners with extra class on complex topics
- To encourage students with prizes for the best performer/project
- To raise invoices.

b) SGT University

- To appoint members and Program Convener to the Joint coordination Committee
- To help IBM to co-develop the curriculum of the program as required
- 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 and issue degree accordingly
- To provide detailed session plan
- To share the student data with IBM 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 or 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.
- To confirm and process the payments to Allsoft 50% before the commencement of delivery of the odd semester and remaining 50% before commencement of even semester batch.
- To raise PO and collect fees from students.

A. B-Tech in Computer Science with Specialization in Cloud & Data Science(in association with IBM) No MoQ

Year	Semester	Subject	Duration (in Hours)	Courseware provided by	Mode	Fees Per student (in INR) Taxes extra as applicable	Payable by
		B-Tech in Computer Science with Specialization in Full Stack Development and Cloud Computing (in association with IBM) No MoQ					
Year 1	I	Python +Clean Coding	32	IBM	Classroom + Lab	20000	31/08/21
	II	DevOps	32	IBM	Classroom + Lab		
Year 2	III	Microservices (Dockers and Kubernetes)	32	IBM	Classroom + Lab	20000	15/08/22
	IV	Cloud Computing	32	IBM	Classroom + Lab		
Year 3	V	No SQL Data Base	32	IBM	Classroom + Lab	20000	15/8/23
	VI	Web Services	32	IBM	Classroom + Lab		
Year 4	VII	Cloud Native	32	IBM	Classroom + Lab	20000	15/8/24
	VIII	Cloud Security and Project Development	60	IBM	Online + Classroom + Lab		

Self Paced & University faculty teach out Courses under Full stack development and Cloud Computing
(Course material for students and faculty is shared by IBM)

Semester	Course	Duration	Course Material By	Delivery Mode
II	HTML + JavaScript	32	IBM	Self Paced + 8 hrs online workshop by Industry Expert
III	Rest API and Node JS	32	IBM	Self Paced + 8 hrs online workshop by Industry Expert
IV	Java	32	IBM	To be taught by university faculty member
V	Virtualization	32	IBM	Self Paced + 8 hrs online workshop by Industry Expert

B. **B-Tech in Computer Science with Specialization in Cyber Security & Block Chain (in association with IBM) No MoQ**

B-Tech in Computer Science with Specialization in Cyber Security & Block Chain (in association with IBM)							
Year	Semester	Subject	Duration (in hrs)	Courseware provided by	Mode	Fees Per student (in INR) Taxes extra as applicable	Payable by
Year 1	I	Python +Clean Coding	32	IBM	Classroom + Lab	20000	31/08/21
	II	Fundamental of Cloud	32	IBM	Classroom + Lab		
Year 2	III	Cloud Security	32	IBM	Classroom + Lab	20000	15/08/22
	IV	Big Data Security	32	IBM	Classroom + Lab		
Year 3	V	Identity Access Management	32	IBM	Classroom + Lab	20000	15/8/23
	VI	Security Intelligence	32	IBM	Classroom + Lab		
Year 4	VII	Security & Data Privacy Laws & Standard	32	IBM	Classroom + Lab	20000	15/8/24
	VIII	Block Chain & Project Development	60	IBM	Classroom + Lab		

Self Paced & University faculty teach out Courses under Cyber Security and Blockchain
(Course material for students and faculty is shared by IBM)

Semester	Course	Duration	Course Material By	Delivery Mode
III	Design Thinking	18	IBM	Online workshop Mode by Industry Expert
IV	Big Data Fundamental	18	IBM	Online workshop Mode by Industry Expert
IV	Java	32	IBM	To be taught by university faculty member

C. **BBA with Specialization in Business Analytics (in association with IBM) No MoQ**

BBA with Specialization in Business Analytics (in association with IBM)						
Year	Subject	Duration (in Hours)	Courseware provided by	Mode	Fees Per student (in INR) Taxes extra as applicable	Payable by
Year 1	Analytics for All	32	IBM	Blended – online + Classroom	18000	50% by 31/08/21 50% by 15/1/22
	Data visualization with Python	32	IBM	Blended – online + Classroom		
Year 2	Design Thinking	32	IBM	Blended – online + Classroom	18000	50% by 31/08/22 50% by 15/1/23
	Business Intelligence	32	IBM	Blended – online + Classroom		
Year 3	Predictive Analytics	32	IBM	Blended – online + Classroom	18000	50% by 31/08/23 50% by 15/1/24
	Intelligent Bots	32	IBM	Industry Session		
	Functional Analytics	32	IBM	Blended – online + Classroom		

D. **Summer, Winter, Value Add Program**

Audience	Course	Minimum students	Course Access	Fees per Student Inclusive of GST @18%	Certificate
B.Tech CSE, ECE, ME, IT, ECE	Artificial Intelligence	No MoQ	CEP	Rs. 6000	Certificate
B.Tech CSE, ECE, ME, IT, ECE	Data Science	No MoQ	CEP	Rs. 6000	Certificate
B.Tech CSE, ECE, ME, IT, ECE	Internet of Things	No MoQ	CEP	Rs. 6000	Certificate

B.Tech CSE, ECE, ME, IT, ECE	Python with Data Science	No MoQ	CEP	Rs. 6000	Certificate
B.Tech CSE, ECE, ME, IT, ECE	Sectoral Analytics (HR, Finance, marketing, Operations)	No MoQ	CEP	Rs. 6000	Certificate

B.Tech CSE, ECE, ME, IT, ECE	Business Analytics	No MoQ	CEP	Rs. 6000	Certificate