

MEMORANDUM OF UNDERSTANDING

MOU is entered into on this 8th February 2024 ("the effective date") BY AND BETWEEN:

MARKETXPANDER SERVICES PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 1956, with its registered office located at #33, 14th Cross Rd, Sector 6, HSR Layout., Bengaluru, Karnataka 560102, India (hereinafter referred to as the "**LeadSquared**", which expressions shall, where the context admits, include its successors and permitted assigns), of the ONE PART;

AND

B.S.ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE & TECHNOLOGY, deemed to be university under section 3 of the UGC Act, 1956 having its address at GST Road, Vandalur, Chennai-600048, Tamil Nadu, (hereinafter referred to as "**the University**", which expression shall, where the context admits, include its successors and permitted assigns), of the OTHER PART.

LeadSquared and the University are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. LeadSquared provides certification courses that enhances career opportunities for learners accessible via <https://help.leadSquared.com/certifications/> or another designated URL, and add-on products to our certification products ("**CRM trainingservices**"). Whereas the University is associated with different schools offering undergraduate and post graduate academic programs to its students.
- B. To collaborate with each other, LeadSquared and the University are desirous of providing CRM Training Services to the prospective learners encouraged by the University.
- C. The University has represented and warranted that it has the necessary experience, contacts, resources and expertise to avail itself of the CRM Training Services and collaborate with LeadSquared to impart certification courses and training to the enrolled learners.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Statement of work

- 1.1. Parties have agreed to promote each other **on a collaboration basis** and thereby LeadSquared shall provide the CRM training services for an initial period of 1 year (commencing from the execution date) included in the term of this SOW to the learners who will be enrolling themselves to the available courses on <https://help.leadSquared.com/certifications/>. After the expiry of such an initial period, the revenue model and prices for the courses shall be decided mutually by the parties. As a part of this collaboration, University shall promote and highlight the benefits of LeadSquared's certification courses among its university students and encourage them to take up the certification courses as available on the link under the CRM Training

Services being provided by LeadSquared to the University.

- 1.2. LeadSquared shall provide access to the Learning Management System (LMS) to the enrolled learners who subscribe to these courses and shall ensure accessibility of such courses to the respective enrolled learners.
- 1.3. Upon successful completion of the relevant course(s) by the respective enrolled learners, LeadSquared shall also provide reasonable job assistance to such qualified learners.
- 1.4. Parties have agreed that LeadSquared shall be the University's exclusive CRM training partner for certification courses available on the link.
2. **Representation & Warranties:** Each Party hereby represents and warrants to the other that it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any third party or applicable law.
3. **Limitation of Liability:** In no event shall either party, its directors, officers or any of its affiliates, be liable for: (i) loss of profit, loss of business, loss of business opportunity, loss of revenue, loss of reputation or goodwill, in each case whether actual or anticipated; (ii) loss, theft or corruption of data; and (iii) any special, punitive, indirect, consequential or incidental damages (including substitution of services) arising out of or relating to these terms of service or any third party services delivered in connection herewith even if previously advised of the possibility of such damages and regardless of whether such liability arises out of contract, negligence, tort, strict liability or any other theory of legal liability; and however in no event shall either party's cumulative liability hereunder exceed INR 5000 (INR five thousand only).
4. **Intellectual Property Rights**
 - 4.1. LeadSquared owns or has rights to all worldwide intellectual property rights in and to the CRM Training Services (including all derivatives or improvements thereof). Any suggestions, enhancement requests, feedback, recommendations, or other inputs provided by the University, Prospective Learners, or any other party relating to the CRM Training Services shall be owned by LeadSquared. Any rights not expressly granted herein are reserved by LeadSquared.
 - 4.2. The University agrees not to copy, rent, lease, sell, distribute, or create derivative works based on the CRM Training Services, in whole or in part, by any means.
 - 4.3. As between LeadSquared and the University, all trademarks, service marks, trade names, logos or other words or symbols identifying the CRM Training Services or the LeadSquared's business ("Marks") are and will remain the exclusive property of LeadSquared or its licensors, whether specifically recognized or perfected under the laws of the Territory.
 - 4.4. All rights, title and interest, including all intellectual property rights of any nature whatsoever, in and to the work products developed by LeadSquared, from the date of its engagement with the University, in the course of performance of the CRM Training Services, including any improvements, modifications, enhancements, derivative works or discovery thereof, shall be and remain the property of LeadSquared free and clear from all claims of any nature.

5. TERM AND TERMINATION

- 5.1. This Agreement shall be effective as of the date of execution of this Agreement and shall remain current and valid for a period of 1 (One) year, or until such time that this Agreement is terminated in accordance with the terms hereof, whichever being earlier ("Term").
- 5.2. Either Party may terminate this Agreement, without cause, at any time by giving the other Party 30 (thirty) days prior written notice.
- 5.3. Both the Parties, upon termination or expiration of this Agreement, promptly return to the other Party, all information, whether in printed or electronic form relating to CRM Training Services exchanged between the parties in performing the CRM Training Services. Neither Party will make or retain any copies or excerpts of such information or materials. Further, the Parties will cease all use of each other's trademark or other marks and will remove all badges and references from each other's website(s) and other collateral.

6. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 6.1. This Agreement shall be governed by and construed in accordance with the laws of India. Parties shall try to resolve any dispute arising out of or in relation to this Agreement through negotiation by mutual discussions, failing which any dispute arising out of or in connection with this Agreement may be resolved as per the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed by the Arbitration and Conciliation Centre - Bengaluru set up by the High Court of Karnataka. The language to be used in the mediation and in the arbitration shall be English. The venue for arbitration shall be Bangalore, India.
- 6.2. The parties agree to carry out the arbitration proceedings virtually through the online dispute resolution ("ODR") platform of Presolv360 and, for such purpose, the email addresses and / or mobile numbers available, provided or otherwise referenced in the contract shall be considered. Each party shall be responsible for intimating such institution in the event of any change in its email address and / or mobile number throughout the arbitration proceedings. In the event the arbitration proceedings cannot be administered virtually in the opinion of the arbitrator, the proceedings shall be conducted physically, and the venue of the proceedings shall be as determined by the arbitrator having regard to the circumstances of the case, including the convenience of the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, on the day and year first above written:

For **MarketXpander Services Pvt Ltd**

Om Prakash Pandey

Authorised Signatory

Om Prakash Pandey

For **B.S.Abdur Rahman Crescent
Institute of Science & Technology**

N. H. Das

Authorised Signatory

REGISTRAR
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
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