

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on this 04th Day of April 2024 at Hyderabad by and between: -

BYTEXL TECHED PRIVATE LIMITED (a subsidiary of KP2 Associates INC, USA), a company incorporated under the Companies Act, 2013, having its registered office at **S3, 2nd Floor, White House, Saint Mark's Road, Dr. Ambedkar Veedhi, Bangalore North, Bengaluru - 560001**, being represented by its Authorized Representative Mr. Sricharan Tadepalli being authorized under Board Resolution (hereinafter referred to as "**First Party**") which term shall include all its successors in interests and permitted assignees)
AND

Chaitanya Bharathi Institute of Technology having its principal campus at **Osman Sagar Rd, Kokapet, Gandipet, Hyderabad - 500075**, (hereinafter referred to as the "**Second Party**") which term shall include all its successors in interests and permitted assignees)

WHEREAS the First Party is in the business of providing a platform that offers access to programming and coding courses, via the byteXL website URL namely bytexl.com and through bytexl.app (byteXL's learning platform).

WHEREAS the Second Party is an autonomous institute under the provisions of affiliation of Osmania University & has been engaged in the occupation of imparting education across various fields & disciplines including engineering.

WHEREAS both parties are desirous of synergizing their core competencies and have agreed to enter into this Memorandum of Understanding on the following terms and conditions: -

I. PURPOSE AND OBJECTIVE

- 1) The main objective and purpose of this Memorandum of Understanding is to promote cooperation in IT skilling, which may include skilling on programming languages, emerging technologies such as cyber security, artificial intelligence, deep learning, Full stack development and cloud/devops.
- 2) Both parties shall take all reasonable steps to ensure successful completion of the collaboration and cooperate with each other in duly carrying out the obligation agreed upon.
- 3) It is understood that the services proposed to be provided by the First Party shall lead to enhancement in the skill-levels and employability of the students enrolled with the Second Party, which shall be subject to the performance, capability and credentials of the Student (s). The First Party shall not be held liable for student future employment or the First Party does not give any employment assurance. The First Party shall be indemnified from all such claims made either by the Second Party or its nominee or students or whatsoever. However, it is mutually agreed that upon employment of the student (s) of the Second Part, who have enrolled into the Course provided by the First Part, an agreed financial arrangement and consideration shall be paid to the First Party.

II. FORMS OF COOPERATION

- 1) The First Party shall ensure that all the members/students of the Second Party have a separate identification, through a code.

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- 2) The First Party shall enlist the Second Party and the Second Party shall enlist the First Party as each other's STRATEGIC PARTNER in each other's website, brochures, or any other marketing material.
- 3) The Second Party and First Party shall mutually agree to undertake joint teaching activities within the campus of the Second Party.
- 4) The First Party shall depute highly skilled and trained professional(s) to the campus of the Second Party on part-time or secondment basis, as the case may be for imparting education and training upon the students of the Second Party. Prior to such deputation, the First Party shall send the detailed profile and qualification of the professional(s) to the Second Party for approval. The First Party shall depute only such professionals or personnel who are duly approved by the Second Party in writing. Such deputed persons shall continue to be in the employment of the First Party and shall not be considered as employees of the Second Party despite the length of deputation. With respect to the persons already deputed at the time of executing the present agreement, the First Party shall send the profiles and qualification for post-facto approval. If any person is not approved, such person shall be replaced forthwith.
- 5) The First Party and Second Party shall mutually agree to conduct joint research activities in machine learning and artificial intelligence. Any outcome or result of the research shall be shared equally between the two parties and duly confer credit to the result of such research. The First and Second Party shall jointly claim ownership of the said research.

The First Party agrees to assist the Second Party in increasing the employment opportunities of the students of the Second Party on a *best-effort basis* by connecting the Second Party with business institutions and organizations who would be willing to hire students from the Second Party. That during the subsistence of this Memorandum of Understanding, all the correspondences shall be made through the First Party. However, after the expiry of this Memorandum of Understanding, the Second Party shall not misuse the name of the First Party before institutions and organizations introduced by the First party and cause such damage. In the event, if such damage is caused, the First Party shall be at liberty to claim damages.

- 6) The agreement is mutually exclusive i.e., both parties do not have exclusive rights on the other side. This Memorandum of Understanding does not give rights or title to either of the parties to claim any partnership in each other's business.
- 7) Second Party is responsible for providing the necessary infrastructure (classroom & learning aids), MIS system training to the First Party Trainers.
- 8) First Party and Second Party shall execute Service Level Agreement (SLA) which shall comprise of detailed timelines, curriculum, assessments and other deliverables which will be signed by both the parties and shall be binding on both the parties from the date of execution of the SLA.
- 9) First Party and Second Party shall also execute a Delivery and Technical Assumption Agreement/ Document.

III. INTELLECTUAL PROPERTY

Both Parties agree that they shall execute a separate agreement in respect of the sharing and accessing to the intellectual property and software programs of each of the Parties. The First Party shall have all the rights to the Intellectual Property and the Second Party shall have access to the said Intellectual Property and software programs only during the subsistence of this Memorandum of Understanding. After the termination or completion of the time period of this Memorandum of

Understanding, the Second Party shall not hold, possess or use or copy the Intellectual Property or Software Program belonging to the First Party, failing which the First Party and its associates and nominees shall be at liberty to initiate all such proceedings including the claim for damages.

IV. SERVICES & FINANCIAL ARRANGEMENTS

1) Technical Skilling for Product-Based Companies: 3rd year & 2nd year students

Program	Description
Program Features	
- 180 hrs Advanced Skilling program for 3rd year students - 360 hrs Advanced Skilling program for 2nd year students	Service Delivery (Hybrid Skilling, Assessments Coding Challenges, Projects & Evaluation)
Unlimited access to ByteXL Nimbus Platform	Product (LMS, Content, Online Editor, Reports, Student Analytics)
1000 + Coding Challenges	
10,000 + Practice Questions	
Daily and Weekly assessments	
Progress Analysis	
Interview Preparation	Placement Assistance (Optional)
Mock Tests	
Placement Assistance	
Live Chat Support	Customer Support

Note: The final count of students enrolling to the above skilling module and the ensuing financials based on the pricing offered shall be released as a Purchase Order/Work Order..

2) Microsoft AI Center of Excellence:

By establishing a Microsoft AI Center of Excellence in the college premises, the following services shall be provided:

- Certifications Skilling:** Skilling the students for cracking Microsoft certifications like AZ-900, PL-900, AI-102, AI-900.
- Credentials Skilling:** Skilling the students for completing the Microsoft Applied Skills Credentials which help the students get placed in high paying roles like Solution Architect, AI Engineer, Data Engineer and App Maker.
- Internships:** Microsoft in collaboration with ByteXL runs Future Ready Talent (FRT). Future Ready Talent is a virtual AI internship program with an opportunity to learn in-demand Azure Cloud, AI & Security skills aligned to industry needs.

4. **Career Fairs:** Students with any of the Microsoft Certifications shall be eligible for participating in Microsoft's Virtual Career Fairs.
5. **Hackathons:** Quarterly Hackathons shall be conducted in the college by ByteXL in collaboration with Microsoft.
6. **Boot Camps:** 1-day or 2-day Boot Camps shall be conducted for students by corporate trainers on specific job roles in Microsoft vis-a-vis Full Stack, Devops, AI/ML/DS, Cybersecurity, Testing/QA.

Chaitanya Bharathi Institute of Technology shall be the nodal center for Telangana for all the activities of Microsoft AI Center of Excellence and the ensuing revenue shall be shared between the First Party and the Second Party. Further details shall be mentioned in the Annexure-B of this MoU after the finalized agreement.

a. Payment Terms and Conditions

- i. Enrollment amount for the above mentioned programs shall be collected directly by the First Party from the students and the Second Party shall not be responsible for any sort of collections or payments.
- ii. Students of the Second Party have to pay the entire enrollment amount to the First Party before the commencement of each phase of the program.
- iii. Any change in the above could impact and lead to change in the overall cost of the program.

V. LIABILITY

Both Parties shall have no liability for any losses, damages, or costs towards each other in respect of any conduct arising out of or in relation to this Memorandum of Understanding, provided the rights of the First Party's Intellectual Property and other rights are not infringed.

VI. LEGAL RELATIONSHIP

None of the terms of this Memorandum of Understanding shall be construed to confer any legal relationship between the Parties.

VII. DURATION

- 1) The duration of this Memorandum of Understanding shall be for a **period of three years from the date of execution of this Agreement**. Both Parties shall have the option to renew this Memorandum of Understanding for further period by written consent of both Parties.
- 2) Both Parties may terminate this Memorandum of Understanding by giving three months prior written notice delivered to the other Party. However, in the event the termination is in the midst of an academic session, the First Party shall ensure uninterrupted services till the completion of the academic session. The First Party shall be entitled to the agreed fees for the academic year and also financial arrangement and consideration.

VIII. Governing Law and Jurisdiction

- 1) This Agreement shall be governed and construed in accordance with Indian laws.
- 2) Any disputes and differences arising out of the Agreement shall be subject to and resolved at the first instance by mediation.
- 3) In the event the mediation is not successful, the disputes and differences shall be subject to and resolved by binding arbitration conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 and presided by a sole arbitrator. The arbitration shall be conducted in English and the fees of the sole arbitrator shall be paid in accordance with Schedule IV to the Indian Arbitration and Conciliation Act, 1996.
- 4) The seat of the mediation or arbitration shall be Hyderabad, Telangana. The courts of Hyderabad, Telangana shall have exclusive jurisdiction over the subject-matter of the Agreement.

IX. Severability

Notwithstanding anything, the whole or any part of any provision of this Memorandum of Understanding may prove to be illegal or unenforceable in any jurisdiction and such part or any such part of any provision is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This shall not affect the validity or enforceability of the remainder of this Agreement or the validity or enforceability of that provision in any other jurisdiction.

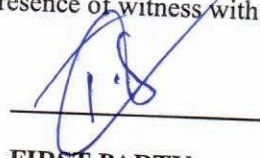
X. Force Majeure

Either Party shall be liable to the other from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control. These contingencies include, but are not limited to, war, insurrection, riot or other act of civil disobedience, act of public enemy, failure or, act of any government or any agency or subdivision thereof affecting the terms hereof, fire, explosion, flood, earthquakes, endemics, epidemics and pandemics or other similar acts of God which directly affect either party. In the event that such Force Majeure event lasts for a period longer than thirty (30) days, this Agreement shall be deemed to be suspended. The excused Party shall provide the other Party with a written notice of the Force Majeure event preventing the excused Party from performing its obligations mentioned herein, as soon as is reasonably possible but not exceeding ten (10) days from the occurrence of such event.

XI. Non-Solicitation

While this Memorandum of Undertaking is in force, and for a period of 1 (One) year from its termination for any reason whatsoever, Second Party (including its affiliates) shall not, whether alone or jointly, directly or indirectly, solicit, endeavor to solicit, influence or attempt to influence and/or assist any person to solicit, employ or offer employment to, or engage as a consultant, any person employed or engaged by the first party to terminate or otherwise cease such employment or engagement with the first party (including its affiliates), other than as may be agreed by the Parties in writing.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed on this 04th day of April 2024 in the presence of witness with free will and without any undue influence or duress.



FIRST PARTY

Sricharan Tadepalli

Executive Director

BYTEXL TECHED PRIVATE LIMITED

April 04th, 2024



SECOND PARTY

Prof. C.V. Narasimhulu

Principal

CBIT (A)

Gandipet, Hyderabad

