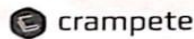


# Memorandum of Understanding between Navajyothi College ,Cherupuzha and Crampete Pte Ltd



This Memorandum of Understanding is made effective as of the 10<sup>th</sup> day of October, 2020 by and between:

**Crampete Pte Ltd**, a Company incorporated in Singapore and having its registered office at 1 North Bridge Road, High Street Centre #19-04/05, Singapore with and represented by its Director, Mr. Shankar Prabhu (means and includes all its assigns, successors, liquidators and hereinafter referred to as "Company")

AND

**Navajyothi College**, an educational institution, having its registered office at Cherupuzha, Kannur and represented by its Principal / Correspondent / Placement Officer (means and includes all its assigns, successors, liquidators etc and hereinafter referred to as "the College")

AND WHEREAS:

- A. Crampete Pte Ltd, a Singapore based online e-learning company, with brand name Crampete, offers educational courses in video lesson format via its mobile app, in-person classroom trainings and remote live sessions to students, job seekers and working professionals, , *"the product" or "CRAMPETE" (more fully described in the schedule).*
- B. The Company is in the process of offering the Product to various College students free of cost for a fixed period
- C. The College desires to utilise the offer by the Company for their students on the terms and conditions set forth in this MOU:

NOW THEREFORE THIS MOU WITNESSETH that in consideration of the mutual covenants and MOUs contained in this MOU and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. The Company will offer the product to eligible students of the College; Eligible students are students enrolled from 2<sup>nd</sup> year to the final year of the College
2. The Product will be offered by the Company **"FREE OF COST"** for the eligible students

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3. The Courses offered under the product shall be valid for a period of 3 years from the date of enrolment of a student
4. All the courses shall be delivered as **SELF PACED LEARNING MODULES** via Pre-recorded video lessons
5. The product will offer courses as described in **SCHEDULE A**
6. The Company will conduct periodical assessment of the students as per the academic policy of the Company
7. Course Completion Certificates shall be issued to successful candidates by the Company
8. The College shall send the number of students for enrolment for the current academic year (2019-20) by way of a Purchase Order to the Company.
9. Such purchase shall be subject to the terms of use (User License MOU) contained in the portal [www.crampete.com](http://www.crampete.com) and all the conditions of service, support etc, shall become effective only upon the students activating by pressing the "I Agree" button on the portal. If the student fails to accept such terms, they will not be able to use the Product. The College shall not modify the terms of end use, or bind the Company to any terms, or make any representation or warranty on behalf of the Company to the students.
10. The College shall be solely responsible for the validity of the orders it submits and the accuracy and completeness of the student information contained in such orders. The College understands and acknowledges that inaccurate information may result in delays in processing orders.
11. The Company shall provide an administrator credential to the College and shall also provide coupons for the number of end users enrolled by the College.
12. The College shall depute one person as Administrator for Crampete and such administrator shall create the necessary number of user logins to gain access to the mobile app, for usage by the enrolled students.
13. The method and means of providing the product shall be under the exclusive control, management, and supervision of Crampete.
14. The Company shall at any time, at its sole discretion modify or eliminate any functionality in the Product.

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15. College Shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Product or any software, documentation or data related to the Product ("Software"); modify, translate, or create derivative works based on the Product or any Software; use the Product or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
16. The Company shall grant the College, a limited, non-exclusive, non-transferable, non-sub-licensable, revocable license to use such Product during the Term only in connection with the Product.
17. Further, The College should not remove or export or allow the export or re-export of the Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations under the applicable laws.
18. The College represents, covenants, and warrants that they will use the Product only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws  
  
and regulations. The College hereby agrees to indemnify and hold harmless, the Company, against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from College's use of the Product. Although the Company has no obligation to monitor the College's use of the Product, the Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
19. The College and the students users shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Product, including, without limitation, mobile phones, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). The College and the students shall also be responsible for maintaining the security of the Equipment, user accounts, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the College's account or the Equipment with or without College's knowledge or consent.
20. The Parties hereto agree that all intellectual property rights to the Products, along with any future modifications there on, are solely vested in Crampete Pte Ltd. The College and / or the students shall not contest the validity of any of the Marks or the Company's exclusive ownership of the Marks.

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21. The College shall not adopt, use, or register, whether as a corporate name, trademark, service mark or other indication of origin, any of the Marks, or any word or mark confusingly similar to the Marks in any jurisdiction.
22. The College shall not remove or efface any proprietary notices on the Products.
23. The Company may terminate this MOU at any time upon written notice if the College: (i) is in material breach of its obligations hereunder and fails to cure such breach within thirty (30) days following written notice of such breach, or (ii) becomes insolvent or files or has filed against it a petition under bankruptcy or insolvency law which is not dismissed within ninety (90) days, makes an assignment for the benefit of creditors or takes any similar action under applicable bankruptcy or insolvency law.
24. This MOU may be also terminated by either party for any or no reason and without liability upon sixty (60) days written notice.
25. The Company Shall provide support and warranty for smooth functioning of the product to the extent expressed in the end user license MOU as in [www.cramepte.com](http://www.cramepte.com) only. It is expressly agreed that the end user support and warranty shall be governed only by the end user MOU and the covenants of end user MOU in this regard are final.
26. This MOU together with each exhibit and attachment attached hereto or thereto, constitute the entire MOU between the parties and supersedes any and all prior or contemporaneous oral and written communications, understandings or MOUs relating to the subject matter hereof.
27. During the term of this MOU, the Company may use the College's logo on the Client Relationships page of the Company' web-site, in Company' corporate brochure, in Company collaterals and in Company' annual report.
28. This MOU shall be executed in duplicate, each of which shall be deemed to be original.

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IN WITNESS WHEREOF, each party has caused its authorized representative to put their hands and seals on these presents on the date and year first above written.

For Crampete Pte Ltd

Director

T. P. L. L.



Witnesses

1 Gnaninathan . u

2 Swaz

For NAVAYOTHI COLLEGE

Correspondent / Principal / TPO

S. Jeyaraj

Witnesses

1 S. Jeyaraj

2 Post.

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