MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is intended to outline a proposed business relationship between Allsoft Solutions and services Private Limited, IBM Worldwide Business Partner E-39, Phase-8 Industrial Area, Sector-72 Mohali, Punjab 160055 India andIntegral University, Dasauli, Bas-ha Kursi Road, Lucknow, Uttar Pradesh, 226026

WHEREAS, andAllsoft 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' agreement 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 four years effective from date of signing** unless extended or terminated earlier. This MoU can be extended upon written agreement 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 ifterminated. However, the termination will not affect the terms of agreement 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 Agreement. For the purpose of this agreement," **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 agreement 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 Agreement 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 Agreement ,confidential Information shall not include information: (a) that is now or subsequently become publicly available without breach of this Agreement 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 agreement (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 agreement 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 agreement 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 agreement;
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 Agreement; 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 Agreement.
5.2 Notwithstanding anything of the contrary contained herein, neither Party shall be liable under the Agreement 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 Agreement 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 Agreement, 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.

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

8.   MISCELLANEOUS

8.1 Amendment and waiver: any provision of the Agreement may be amended or waived if, and only if such amendment or waiver is in the 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 Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assign.

8.3 Entire Agreement: The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements understandings and negotiations, bothwritten and oral, between the Parties with respect to the subject matter of the Agreement.

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

8.5 Notice: Unless otherwise indicated, for the purpose of the Agreement, notice and all other communications provided for in the Agreement 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 Agreement. 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 agreement between the parties. This MOU cannot be modified except by a written agreement signed by the authorized representative of each of the Integral University and AllsoftSolutions. 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   **Integral University**

For Allsoft Solutions & Services Pvt. Ltd.

By:_____   By: _____

Name: *Rohit Nanda*
                    Director   Name:

Title: *DIRECTOR*   Title:

Attachment 1–Course Offering

Integral University, Dasauli,Bas-ha Kursi Road, Lucknow, Uttar Pradesh shall rollout IBM Value add Courses in B. Tech CSE, BBA aligned with relevant IBM Software delivering all or any of such courses to enrolled students.Allsoft Solutions shall provide reasonable support as set-forth below to have Integral University commence and conduct this initiative.

Such support may include assistance in the form of providing identified IBM courseware, Students course enrolment support, and academic support through Subject Matter Experts through the Allsoft Solutions.

Following are the proposed activities

a) Allsoft Solutions
- To share the delivery calendar with the university
- To indulge IBM certified professional for delivery.
- To conduct Project Evaluation
- To guide students on queries, if any, to debug the end results after assessment
- To maintain all Project Evaluation scores. All students are to be individually evaluated.
- To make sure that the Final Project Report is complete with all the required end deliverables and in the file format
- Share a consolidated student-wise evaluation sheet.
- To provide IBM Project/Case Studies to the students.
- To provide list of participants to IBM for issuing IBM certificate after evaluation and successful completion of the project/training.
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b) Integral University

- To promote the courses through various channels, develop collateral andmarket
- To conduct the admissions, deliver Courses agreed as per the curriculum, conduct evaluations/ assessments and issue degreeaccordingly
- To provide detailed sessionplan
- To share the student data with Allsoft who apply and enroll to the courses as per prescribed format.
- To provide the required infrastructure and other support for running the courses as per IBM's specification 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 thecampus.
- To confirm and process the payments to Allsoft 100% before the commencement of delivery of semester.
- Accommodation & Fooding: University will provision the accommodation & fooding to the SMEs deputed for guest sessions/ seminar/ training without any charges.
- **To raise Purchase Order in advance in the format of Allsoft.**
- To collect fees from students.
- To make payment as per agreed terms.
- To assist in getting the maximum students attending the seminar/guest lecture/workshop organized by us.

c) Benefits:

- Delivery through IBM Certified professionals with an experience of delivery PAN India.
- Exposure in open source and enterprise company tools.
- Students will be getting a project software requirement through IBM and a globally valid certificate from IBM.
- Placement support by IBM Business Partner (Allsoft Solutions and Services).
- The course material will be through IBM in eFormat for all the students and eBooks on the technologies through ppt and other mode will be provisioned by IBM Business Partner - Allsoft Solutions.
- Soft Skills classes for two days will be delivered during training.
- Resume Writing tips session will be delivered during training
- Seminar / Guest Lecture: We shall propose a symposium / guest lecture for the students on the latest technologies time to time so they can join the ongoing course.
- Software (s) will be provisioned through IBM.
- Best performers will be offered a Industry visit.

Price for B.Tech and BBA IBM Value add Courses

IBM Value add courses Recommended- B.Tech(CSE) Cloud Computing & Artificial Intelligence

S.No.	Course	Hours	Payment terms	Fees per student (Taxes extra) INR
1	Digital Workforce Skills (Data Visualization using R, Python and Watson Studio)	32	100% advance within 15 days of the start of training delivery	8500
2	Changing Business with Data Insight (Watson Analytics)	32	100% advance within 15 days of the start of training delivery	8500
3	Fundamentals of Machine Learning (Watson Studio)	32	100% advance within 15 days of the start of training delivery	8500
4	Cloud Application Development	32	100% advance within 15 days of the start of training delivery	8500
5	Predictive Analytics Modeler	32	100% advance within 15 days of the start of training delivery	8500
6	Artificial Intelligence Analyst	32	100% advance within 15 days of the start of training delivery	8500
7	Cloud Security	32	100% advance within 15 days of the start of training delivery	8500

IBM Value add courses Recommended - B.Tech(CSE) Data Science & Artificial Intelligence

S.No	Course	Hours	Payment terms	Fees per student (Taxes extra) INR
1	Digital Workforce Skills (Business Intelligence)	32	100% advance within 15 days of the start of training delivery	8500
2	Changing Business with Data Insight (Watson Analytics)	32	100% advance within 15 days of the start of training delivery	8500
3	Data Science Fundamentals (Predictive Analytics Modeler)	32	100% advance within 15 days of the start of training delivery	8500
4	Cloud Application Development	32	100% advance within 15 days of the start of training delivery	8500
5	Data Science and Use Cases	32	100% advance within 15 days of the start of training delivery	8500
6	Artificial Intelligence Analyst	32	100% advance within 15 days of the start of training delivery	8500
7	Data Security and Threat Analysis	32	100% advance within 15 days of the start of training delivery	8500

IBM Value add courses Recommended - BBA in Business Analytics

S.No	Course	Hours	Payment terms	Fees per student (Taxes extra) INR
1	Software Foundation with Digital Workforce Skills (Data Visualization using R, Python and Watson studio)	32	100% advance within 15 days of the start of training delivery	8500
2	Changing Business with Data Insight (Watson Analytics)	32	100% advance within 15 days of the start of training delivery	8500
3	Programming with Python	32	100% advance within 15 days of the start of training delivery	8500
4	Foundation in Predictive Analytics using IBM SPSS	32	100% advance within 15 days of the start of training delivery	8500
5	Business Intelligence	32	100% advance within 15 days of the start of training delivery	8500
6	Blockchain	32	100% advance within 15 days of the start of training delivery	8500

Allsoft Solutions & Services Pvt Ltd   **Integral University**

For Allsoft Solutions & Services Pvt. Ltd.

By: _____   By: _____

Name: ROHIT NANDA   Name:
Director

Title: DIRECTOR   Title: