

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 25/04/ 2022 ("Effective Date")

By and between:

1. Us (Visualpath, hereinafter referred to as "**Company**") and
2. You (hereinafter referred to as "**Institution**")

It describes how we will work together and other aspects of our business relationship.

DEFINITIONS

"Platform" means all web based platform content, videos, music, photographs, graphics, images, and tags that we may make available to you, and are developed, operated, and maintained by us, accessible via <http://visualpathedu.com> or another designated URL that we provide to you for your use in accordance with the terms of this Agreement.

"Course Materials" means the information provided by Visualpath in digital form to accompany an online Course or Certification Exam.

"Services" means the provision of the Online Course and/or the Course Materials together with such other services as agreed from time to time and purchased by End User through the Website.

"End User" means the authorized and actual user of the Academic Portal, which may include students enrolled in educational programs with Partner.

"We", "us", "our", and "Visualpath EDU" means Visualpath.

"You" and "Partner" means the party, other than Visualpath, entering into this Agreement. Means the academic entity, college or university.

The Institute and the Company are referred to individually as a "Party" and collectively as the "Parties"

1. PURPOSE OF MOU

WHEREAS: The Company owns and provides learning platforms called "Visualpath EDU" and offers other services in accordance with the description set out on the Website which projects students to fit into the industrial scenario meaningfully particularly in the areas of Computer Sciences and Information Technology.

WHEREAS: The Institution has represented and warranted that it provides university recognized & approved undergraduate technical programs devoted to the advancements in Electronics, Telecommunications, Information Technology, Computer Science and other related disciplines, has agreed for this mutual association.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

2. SCOPE OF MOU

- 2.1. **The students** play key role in receiving technological enhanced learning, Innovation and Competitive edge. They get access to whole Visualpath EDU courses for self-paced learning. Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their Aptitude and Technical domain skills required for placement and career readiness.
- 2.2. **The Institution** to agree to co-operate with the Company, to facilitate the use of the Platform by its students and the staff: Encourage all the students and staff to access and engage in the Platform; and raise awareness regarding the purpose and utility of the Platform.
- 2.3. **Access to the Platform**, to access the platform, each End User will receive by email a login and a password to access and benefit from the platform's contents and services.
- 2.4. We expect Institute to confirm that the Services the End Users are subscribing will meet your needs. We do not make any guarantee to you that the End User will obtain a particular result, professional qualification or employment opportunity from the subscription and completion of any of the Services.

3. RIGHT OF USE

- 3.1. The End User ensures that he/she has all the tools and equipment necessary to access the platform and benefit from its services and content (computer, smartphone or tablet, Internet network, necessary software, etc.).
- 3.2. The End Users are solely responsible for the preservation and confidentiality of their identifiers and passwords and undertake not to communicate, transfer, sell or rent their credentials.

4. SERVICE INTERRUPTION

Visualpath endeavor's, as far as possible, to provide access to the platform 24 hours a day, 7 days a week, but may be required, itself, to interrupt access to the platform (or to part of the services) at any time without notice, without any right to compensation in case of :

- Possible breakdowns;
- Maintenance interventions necessary for the proper functioning of the platform.

End User will be notified either by e-mail or by a message on the platform's home page.

5. MOU OBLIGATIONS

5.1. Use the Platform solely in an educational environment, where the main purpose is to benefit the student and advance the student's education and you are not permitted to use it for any other purpose.

5.2. Institute will not lease, distribute, license, sell or otherwise commercially exploit the Academic Portal. Commercial use or exploitation shall include use of the Platform for the purposes of monetary reward

6. INTELLECTUAL PROPERTY RIGHTS

The Company is the sole and exclusive owner of the intellectual property, brand name, logos, software, content, information, and materials relating to the Platform, and has all the rights and interests relating to ownership and use of the Platform. The Parties are free to publicly share/ publish/ make announcements about this engagement the rights to the content created for commercial purposes will be discussed between the institute and company prior to undertaking of any such content creation. The terms for such an arrangement will be decided independently of this MOU.

7. VALIDITY AND TERMINATION

This MOU shall remain in force for 1 year from the Effective Date. It may be terminated at anytime by either Party by giving 3 (three) months' notice to the other Party in writing. Termination of this MOU shall be without prejudice to any claim or right of action of either Party against the other Party for any breach of this MOU.

8. PRICE - INVOICING AND PAYMENT PROCEDURES

8.1. Prices are indicated on the purchase order form and/or the training agreement and/or contract.

8.2. Invoicing and payment procedures are set out on the purchase order form and/or training agreement and/or contract.

9. AUTHORIZED BY:

In Witness Whereof, the Parties have entered into this MOU on the day and year first above written.



VISUALPATH

DATE

25 / 04 / 22



COLLEGE / UNIVERSITY PARTNER

DATE

25.04.22



Director
CMR Technical Campus
Kandlakoya (V), Medchal (M&D),
Hyderabad, Telangana-501 401.