

Memorandum of Understanding

This Memorandum of Understanding (hereinafter “MOU”) is entered on this 10th day of November 2021 (“Effective Date”)

By and Between

Sorting Hat Technologies Private Limited, a private company incorporated under the provisions of the Companies Act, 2013 bearing CIN U72200KA2015PTC082063 and having its registered office at Maruti Infotech Centre, 3rd Floor, A-Block, Domlur, Koramangala Inner Ring Road, Bangalore- 560 071, Karnataka, India (hereinafter referred to as “**CodeChef**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its legal representatives and permitted assigns) of the FIRST PART.

AND

GLA University, a private University in India with its campus at Mathura-Delhi Road Mathura, Chaumuhan, Uttar Pradesh 281406, (hereinafter referred to as “University”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its legal representatives and permitted assigns) of the SECOND PART.

CodeChef and the University shall hereinafter be individually referred to as “Party” and collectively as “Parties”.

WHEREAS:

- A. The University is engaged in education to students in the field of engineering and technology and other domains.
- B. The Parties wish to enter into a collaboration wherein CodeChef shall provide one-year free access to its coding platform (“Platform”), to the students and faculty of the University.
- C. The University has represented and warranted to CodeChef that it has relevant authority, permit and licenses to fulfill its obligations under this MOU and based on the said representation and warranties, CodeChef has agreed to enter into this MOU with the University on a non-exclusive basis and the Parties have agreed to fulfil their obligations under this MOU in accordance with the following terms and conditions.

NOW, THEREFORE, the parties hereby agree as follows:

1. OBLIGATIONS OF THE PARTIES

- a. Obligations of the University.
 - i. The University will provide access to the Platform to approximately 90 first-year students from its recently started batch of study.

- ii. The University undertakes to provide CodeChef's platform to its students for lab activities and competitive programming tests preparations.
- iii. The University shall share the student details i.e. CodeChef usernames to CodeChef team on a timely basis and in one-go. For this, the University shall encourage its students to create accounts with complete profile information on CodeChef.
- iv. The University shall share its curriculum broken down into weekly sections, with CodeChef.
- v. The University shall designate a person or office to serve as liaison for implementing this MOU. The liaison/Single Point of Contact ("SPOC") may change from time to time upon notice given to the other party in writing pursuant to this MOU. The initial liaison/SPOC shall be Ms. Harvinder Kaur, Senior Trainor, Training and Development,

Email ID: harvinder.kaur@gla.ac.in-

Contact Number– (+ 919876264815).

In the event of a change in the liaison/SPOC, the University shall inform CodeChef of such change via email or any other mode of communication.

b. CodeChef's Obligations:

- i. CodeChef shall offer separate orientation sessions to faculty and students of the University on a time mutually decided by both the parties.
- ii. CodeChef shall organize meeting(s) with the faculty of the University to understand the curriculum in depth, and suggest coding problems for each week.
- iii. CodeChef shall allow the University to use the Platform to organize topic wise practice sessions on a weekly basis, as well as periodic assessment contests as and when required.
- iv. CodeChef shall conduct one lab-related class of 2-hour duration per week pertaining to the week's curriculum as mutually agreed upon by both the parties. The classes will be live on CodeChef's YouTube channel, and will be restricted only to the students of the University.
- v. Invitation shall be sent to the University for other YouTube learning sessions & weekend learning events.
- vi. CodeChef will send invites for orientation sessions for students on YouTube, as and when it schedules one. New students of the University can participate in such sessions.
- vii. CodeChef will send a monthly report to the University about the students' overall performance on CodeChef.

- viii. CodeChef will send updated resources, invitations to Weekend labs/sessions, practice contest invites and invites to its rated contests. At the end of the month, CodeChef will send the report to the University.
- ix. The report on each student's overall performance can be used for lab scoring/internal marking.
- x. The University can also use the contest platform to organize Coding Contests as part of its tech-fest activities. Such contests may be promoted by the CodeChef team as and when the need arises.
- xi. CodeChef shall designate a person or office to serve as liaison for implementing this MOU. The liaison/Single Point of Contact ("SPOC") may change from time to time upon notice given to the other party in writing pursuant to this MOU. The initial liaison/SPOC will be Mr. Tojo Chacko, Program Manager; email-tojo@codechef.com; Contact Number– 9869767586. In the event of a change in the liaison/SPOC, CodeChef shall inform the University of such change via email or any other mode of communication.

2. TERM & RENEWAL

This MOU shall be valid and binding on the Parties for a period of 1 (One) year only. The MOU may be renewed by the parties on expiry on mutually agreed terms. The one-year collaboration project will start from the month of November 2021 and will end in November 2022.

3. TERMINATION & EFFECT OF TERMINATION

3.1 Termination at will: Either Party can terminate this MOU by giving the other Party a prior written notice of 30 (Thirty) days with or without providing any reason for such termination.

3.2 Termination for Cause

3.2.1. Either Party can terminate this MOU by giving 30 days prior notice to the other Party in the event of breach of any material provision of this MOU by the other Party, provided that, during the 30 days period, the breaching Party fails to cure such breach or, should the breach not be curable within the said 30 days period or the breaching Party has not initiated any steps to cure such breach.

3.2.2. If the University becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, CodeChef may terminate this MOU with immediate effect.

3.2.3. CodeChef may terminate this MOU with immediate effect, in the event of a change of control of the University.

3.3 Effect of Termination:

3.3.1. In the event of termination as mentioned above or expiration of this MOU, all covenants and obligations of the Parties that by its nature should survive, shall continue post termination.

3.3.2. Termination of the MOU shall not affect the payment liability of CodeChef to the University for all the services provided by the University before the date of termination.

4. CONFIDENTIAL INFORMATION

- a. "Confidential Information" shall mean any confidential information data, know-how, employee data, or any other confidential information disclosed by CodeChef hereunder in writing, orally or in any other form, media whether or not marked as confidential or proprietary.
- b. Notwithstanding the foregoing, Confidential Information shall not include information which:
 - i. Is known to the University at the time of disclosure;
 - ii. Is or becomes publicly known through no wrongful act of the University;
 - iii. Is rightfully received by the University from a third party without restriction of disclosure;
 - iv. Is approved for release by CodeChef;
 - v. Is disclosed pursuant to judicial order, requirement of a government agency or by operation of law.
- c. The University agrees that it will not disclose the Confidential Information to any third party and will not use the Confidential information other than for the performance of its obligation under this MOU. The University agrees that the Confidential Information shall at all times remain the sole property of CodeChef and that the University shall take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information by any of its officers, employee or any person that has access to the Confidential Information.

5. REPRESENTATION AND WARRANTIES

Each Party represents and warrants to the other Party that:

- a. It is duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization;
- b. It has the full corporate power and is duly authorized to enter into, execute and deliver this MOU, and to carry out and otherwise perform its obligations thereunder;

- c. This MOU has been duly executed and delivered by, and is the legal and valid obligations binding upon such Party and so far as it is aware, the entry into, the execution and delivery of, and the carrying out and other performance of its obligations under this MOU by such Party
 - i. does not conflict with, or contravene or constitute any default under, any MOU, instrument or understanding, oral or written, to which it is a party, including, without limitation its certificate of incorporation or by-laws, and
 - ii. does not violate applicable laws or any judgment, injunction, order or decree of any Regulatory Authority having jurisdiction over it.
- d. The execution, delivery and performance by it of this MOU have been duly authorized by all necessary corporate action and do not and will not result in a breach of or constitute a default under any material MOU, license, permit or other instrument or obligation to which it is a party.
- e. This MOU is a legal, valid and binding obligation and is enforceable against it.
- f. It is not under, and will not enter into, any obligation to any person, or entity, contractual or otherwise, that is conflicting or inconsistent in any respect with the terms of this MOU or that would impede the diligent and complete fulfillment of its obligations.

6. INDEMNIFICATION

The University hereby agrees to indemnify and save harmless CodeChef including, where applicable, its affiliates, directors, officers, employees and agents (each such party being an "Indemnified Party") harmless from and against and agree to be liable for any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatever nature or kind, incurred by the Indemnified Party that arises out of:

- a. breach of any of its obligations, covenants or representations and warranties under this MOU; or
- b. Violation of any applicable laws; or
- c. Infringement of any third-party intellectual property rights;

7. GOVERNING LAW AND DISPUTE RESOLUTION

This MOU shall be governed by and construed in accordance with the laws of India, without reference to principles of conflict of laws and the courts in Bangalore shall have exclusive jurisdiction to determine any disputes arising out of, under, or in relation to, this MOU. In the

event of any dispute arising out of, under, or in relation to, this MOU, the Parties agree to submit such dispute to arbitration by a sole arbitrator appointed jointly by both Parties, failing which such arbitrator shall be appointed by recourse to the provisions of Section 11 of the Arbitration and Conciliation Act, 1996. Such arbitration shall be in accordance with the rules framed under the provisions of the Arbitration and Conciliation Act, 1996 (which rules are deemed to be incorporated in this MOU by reference herein) and shall be held in Bangalore. All proceedings of such arbitration shall be in the English language. The arbitral awards rendered shall be final and binding and shall not be subject to any form of appeal. The successful Party may seek to enforce the award in an appropriate jurisdiction, including India. Each Party shall bear their own costs and expenses, incurred in connection with the arbitration proceedings. Nothing herein shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from the courts at Bangalore, India which shall have exclusive jurisdiction to determine any dispute arising under this MOU. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any remedy for monetary damages through the arbitration.

8. MISCELLANEOUS

- a. **Entire MOU:** This MOU constitutes the entire MOU between the Parties and supersedes all prior written or oral and all contemporaneous oral MOUs, understandings and negotiations with respect to the subject matter hereof.
- b. **Amendment & Waiver:** This MOU may not be amended or modified unless in writing by the Parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each Party to whom the condition is meant to benefit.
- c. **Headings:** The section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this MOU.
- d. **Notice:** All notices and other communications given or made pursuant to this MOU shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the address mentioned at the beginning of the MOU.
- e. **Severability:** If any term or provision of this MOU is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this MOU shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this MOU so as to effect the original intent of the parties as closely as


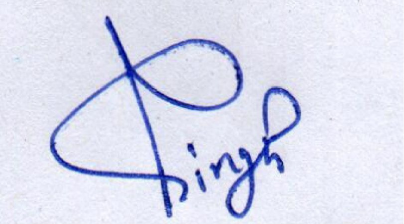
possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

- f. **Assignment:** Neither this MOU nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto (whether by operation of law or otherwise) without the prior written consent of the other Party.
- g. **No Agency:** The relationship between Parties shall be on principal to principal basis, and nothing in this MOU makes either Party the agent or legal representative of the other Party for any purpose.
- h. **Counterparts:** This MOU may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.




SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the MOU and having equal legal validity.

IN WITNESS WHEREOF the Parties hereto have duly executed this MOU as of the date and year hereinabove first written.

For, Sorting Hat Technologies Private Limited	For, GLA University
	
Name: Abhishek Pipara Designation: Vice President, Finance	Name: Ashok Kumar Singh Designation: Registrar

Witnesses,

		
Prof. Ashish Sharma	Dr. Rohit Agarwal	Hrishikesh Anil Kelkar
Associate Dean, Academics, GLA University	Incharge, Head of Department, GLA University	Vice President, CodeChef