

Memorandum of Understanding

This Memorandum of Understanding (the “MOU”) is entered into 11th AUGUST, 2021 (the “Effective Date”), by and between KOHIMA COLLEGE, KOHIMA, with an address of KOHIMA, NAGALAND and Eduspace Technologies Pvt Ltd, with an address of BANER BALEWADI, Pune, also individually referred to as “Party”, and collectively “the Parties.”

WHEREAS, the Parties desire to enter into an agreement to Provide software service_;


WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

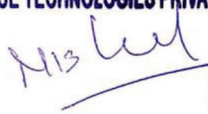
NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Purpose and Scope. The Parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated binding agreement related Proctur Lms
2. Objectives. The Parties agrees as follows:
 - Proctur Live - Proctur live classes with 1 host and 500 participants.
 - Proctur Live - Proctur live with 1 host and 200 participants
 - Proctur Live - Proctur live with 4 hosts and 50 participants
 - Website Login Integration - Login button integration on existing college website.
 - Validity, Training & Online Support.
 - One Year from the date of Activation Delivery which is 05th August 2022
 - Training: Online through zoom o Support: 24/7 online support
3. Term. This Agreement shall commence upon the Effective Date, as stated above, and will continue until 11TH AUGUST 2022.
4. Representations and Warranties. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

5. Indemnity. The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
6. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
7. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
8. Waiver. The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
9. Legal Fees. In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
10. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
11. Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Jurisdiction of the agreement shall be in Pune.
12. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.
13. Offered Services.
14. Proctur LMS - Annually E-learning management software with white labeled Android application, ERP, e-store, examdesk etc.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Name Kohima College, Kohima
Signed: 
Name: **Dr. Ralimongla**
Principal
Kohima College, Kohima
Date: 05/08/2021

Name Edusapce Technologies Private Limited
For EDUSPACE TECHNOLOGIES PRIVATE LIMITED

Signed: **DIRECTOR**
Name: Nishant
Date: 05/08/2021