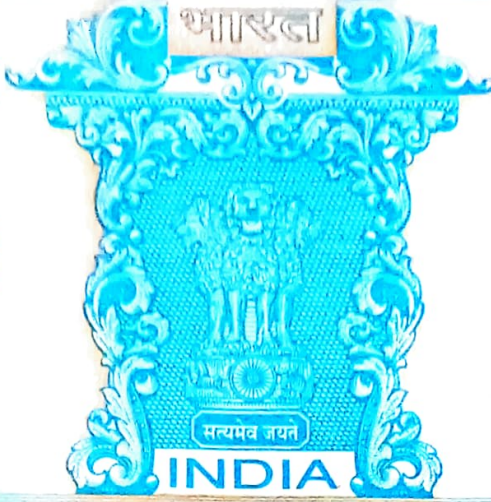


भारतीय गैर न्यायिक

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RUPEES

INDIA NON JUDICIAL

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MEMORANDUM OF UNDERSTANDING [MOU]

This memorandum of understanding ("MOU") sets forth the general terms and conditions under which **ALISTER ENTERPRISE** and **MAZBAT COLLEGE** shall collaborate to establish and operate a computer centre franchise in **MAZBAT, ASSAM**.

1. DEFINITIONS

1.1 "Affiliate" means any entity that controls, is controlled by, or is under common control with a party to this MOU. For purposes of this MOU, "control" means the power to direct the management and policies of an entity, whether by contract or otherwise, and the power to elect a majority of the board of directors or equivalent governing body of an entity.

1.2 "Confidential Information" means all information or material that has or could have commercial value or other utility in the business in which **ALISTER ENTERPRISE** is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide writing indicating that such oral communication constituted Confidential Information.

1.3 "Computer Centre" means the facility to be established and operated by **MAZBAT COLLEGE** pursuant to this MOU, which shall provide computer and related services to the students.

Alister Enterprise
Rovira, Uddikam
H.E.A.P., Assam - 784308
Date:



1.4 "Disclosing Party" means the party disclosing Confidential Information under this MOU.

1.5 "Effective Date" means the date of last execution of this MOU by the parties.

1.6 "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

1.7 "Party" means ALISTER ENTERPRISE or **MAZBAT COLLEGE**, as applicable, and "Parties" means ALISTER ENTERPRISE and MAZBAT COLLEGE.

1.8 "Receiving Party" means the party receiving Confidential Information from the Disclosing Party under this MOU.

2. PURPOSE

The purpose of this MOU is to set forth the terms and conditions under which the Parties will cooperate to establish and operate the Computer Centre.

3. SCOPE OF MOU

This MOU shall govern the Parties' relationship with respect to the establishment and operation of the Computer Centre and shall supersede all prior agreements and understandings between the Parties, whether written or oral, with respect to such subject matter.

4. DURATION

This MOU shall commence on the Effective Date and shall continue in full force and effect until the earlier of (a) the termination of this MOU in accordance with Section 10 or (b) 3 Years from the Effective Date.

5. ESTABLISHMENT AND OPERATION OF COMPUTER CENTRE

5.1 MAZBAT COLLEGE shall establish and operate the Computer Centre in MAZBAT, ASSAM in accordance with the terms and conditions of this MOU.

5.2 The Computer Centre shall be open to the students. MAZBAT COLLEGE shall determine the fees to be charged for the services provided at the Computer Centre.

5.3 The Computer Centre shall be equipped with computers and printers.

5.4 MAZBAT COLLEGE shall use its best efforts to promote and market the Computer Centre. ALISTER ENTERPRISE shall provide MAZBAT COLLEGE with marketing materials, including but not limited to flyer, posters, and brochures, which MAZBAT COLLEGE may use in its marketing efforts.

5.5 MAZBAT COLLEGE shall maintain the Computer Centre in a clean and orderly condition and shall make all repairs and replacements necessary to keep the Computer Centre in good operating condition.





6. TRAINING

ALISTER ENTERPRISE shall provide MAZBAT COLLEGE with training in the use of the software and hardware to be used at the Computer Centre. The training shall be provided at ALISTER ENTERPRISE's offices in ROWTA, ASSAM and shall be scheduled at a time that is mutually convenient for the Parties.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information. For purposes of this MOU, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which ALISTER ENTERPRISE is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide writing indicating that such oral communication constituted Confidential Information.

7.2 Exclusions from Confidential Information. Receiving Party's obligations under this Section 7 shall not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

7.3 Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this MOU. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

7.4 Time Periods. The nondisclosure provisions of this Section 7 shall survive the termination of this MOU and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this provision, whichever occurs first.

7.5 Relationships. Nothing contained in this MOU shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

8.1 Ownership of Intellectual Property. As between the Parties, ALISTER ENTERPRISE shall own all Intellectual Property Rights in and to the software and hardware provided by ALISTER ENTERPRISE to MAZBAT COLLEGE for use at the Computer Centre. MAZBAT

ALISTER ENTERPRISE
100, ROWTA, ASSAM
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COLLEGE shall own all Intellectual Property Rights in and to any modifications or enhancements to the software and hardware that are developed by MAZBAT COLLEGE.

8.2 License to Intellectual Property. Subject to the terms and conditions of this MOU, ALISTER ENTERPRISE hereby grants to MAZBAT COLLEGE a nonexclusive, non-transferable, revocable license to use the software and hardware provided by ALISTER ENTERPRISE to MAZBAT COLLEGE in connection with the operation of the Computer Centre.

9. WARRANTY DISCLAIMER

ALISTER ENTERPRISE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. TERMINATION

10.1 Termination by Either Party. Either party may terminate this MOU at any time upon thirty (30) days written notice to the other party.

10.2 Termination by ALISTER ENTERPRISE. ALISTER ENTERPRISE may terminate this MOU at any time upon written notice to MAZBAT COLLEGE if:

- (a) MAZBAT COLLEGE breaches any provision of this MOU;
- (b) MAZBAT COLLEGE fails to pay any amounts due to ALISTER ENTERPRISE under this MOU; or
- (c) MAZBAT COLLEGE becomes insolvent or files a petition in bankruptcy or has a receiver appointed by a court of competent jurisdiction.

10.3 Effect of Termination. Upon the expiration or termination of this MOU, all licenses and other rights granted to MAZBAT COLLEGE under this MOU shall immediately terminate and MAZBAT COLLEGE shall immediately cease all use of the Confidential Information and Intellectual Property of ALISTER ENTERPRISE.

11. MISCELLANEOUS

11.1 Entire Agreement. This MOU constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior proposals, agreements, representations, and understandings. This MOU may not be amended except in writing signed by both Parties.

11.2 Waiver. The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this MOU constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

11.3 Serviceability. If any provision of this MOU is held to be invalid or unenforceable, the remaining provisions of this MOU shall remain in full force and effect.

11.4 Force Measure. Neither party shall be liable to the other for any delay or failure in performance under this MOU (other than a failure to pay fees) to the extent that such delay or failure is caused by an event beyond the reasonable control of such party, including but not limited to acts of God, war, civil unrest, strikes, fires, floods, earthquakes, and hurricanes.



11.5 Assignment. This MOU may not be assigned by either party without the prior written consent of the other party; provided, however, that either party may assign this MOU in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

11.6 No Third Party Beneficiaries. Nothing in this MOU, express or implied, is intended to confer upon any person other than the Parties any rights, remedies, obligations, or liabilities whatsoever.

11.7 Governing Law. This MOU shall be governed in all respects by the laws of the State of ASSAM.

11.8 Dispute Resolution. Any dispute arising out of or relating to this MOU shall be resolved by arbitration in MAZBAT, ASSAM in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

11.9 Notices. All notices required or permitted to be given under this MOU shall be in writing and shall be deemed to have been given when delivered by hand, by courier service, by facsimile transmission, or by registered or certified mail, return receipt requested, and properly addressed as follows:

If to ALISTER ENTERPRISE:

Alister Enterprise, DK Complex, 1st Floor, Rowta Chariali, Dist. Udalguri, Assam – 784508, Contact: 7002807226

If to MAZBAT COLLEGE: MAZBAT, ASSAM, 784114, Ph- 9435801930

or to such other address or facsimile number as either party may designate by like notice to the other party.

11.10 Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A facsimile copy of this MOU or of any signature page to this MOU shall be deemed an original signature page.



[ALISTER ENTERPRISE]

By: Manages.
Name: Meghraj Upadhyaya.
Date: 06/09/2021

[MAZBAT COLLEGE]

By: [Signature]
Name: Dr. Pradipto K. Sarma.
Date: 06/09/2021

PRINCIPAL
MAZBAT COLLEGE
Mazbat, Udalguri, B.T.A.D.

Witness

1. Barakha Ujir.
Rowta

2. Abhraj Nath
Rowta.

1. Jayanta Kalita -
Mazbat.

2. Kamkan Dutta
Mazbat