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SEDULITY SOLUTIONS AND TECHNOLOGIES

Article 5 General Agreement

Not Applicable

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SEDULITY SOLUTIONS AND TECHNOLOGIES

MAHARASHTRA INSTITUTE OF TECHNOLOGY AURANGABAD

SEDULITY SOLUTIONS AND TECHNOLOGIES

(One Hundred only)



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MEMORANDUM OF UNDERSTANDING

This Agreement is made at New Delhi on 15th Day of March' 2021.

BETWEEN

SEDULITY SOLUTIONS & TECHNOLOGIES (SEDULITY), New Delhi having its Head office Situated at A-19/1, Mansa Ram Park, New Delhi-110059.

AND

Maharashtra Institute of Technology (G.S. Mandal's Maharashtra Institute of Technology) having its Head office situated at Beed Bypass Road, Aurangabad, Maharashtra - 431010.

Through its authorized Representative Dr. Anup Girdhar, CEO-Founder (hereinafter referred to as "SEDULITY")

AND

Through its authorized Representative Dr. Santosh Bhosle, Principal, G.S. Mandal's Maharashtra Institute of Technology, Aurangabad (hereinafter referred to as "MIT, Aurangabad")

WHEREAS in furtherance of its endeavors to provide the best Cyber Security Solutions to various Corporate, Law-Enforcement Agencies, Private/ Govt. Institutions etc. (Sedulity) Sedulity Solutions & Technologies offer revolutionary solutions for Cyber Security, Cyber Forensics, Penetration Testing, IT Audits, Secure Software/ Website Developments, Blockchain Technologies, Consultancies and Hi- Tech Trainings etc. with an in-depth security & Legal countermeasure that has helped various Govt. and Private sector professionals, to provide advanced knowledge in terms of securing their Networks.

AND WHEREAS "MIT Aurangabad" is well-known for imparting quality technical education.

AND WHEREAS based upon "MIT Aurangabad's" existence in the field of education and "SEDULITY's" existence and specialization in the field of Cyber Security, both the Organizations have agreed to join the hands and to open Aurangabad's exclusive 'Centre of Excellence' lab dedicated to "Cyber Security & Cyber Forensics".

BASED ON THE AFORESAID, BOTH THE PARTIES HAVE ENTERED INTO THIS AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS MENTIONED BELOW:

Key Features:

- To organize various Research & Development activities and Training programs based on latest and emerging technologies for Students, Faculties, Law-Enforcement Agencies, Corporate Professionals, and Research Scholars etc.
- To organize FDP's, Seminars, Workshops, Guest Lectures, and Webinars etc.
- To implement various Research and Development projects for the benefit of society.
- Will take care for the Projects and Case Studies related to Cyber Crime Investigation or Cyber Security.
- More Interactions with Corporate, Law-Enforcement Agencies, Govt. organizations,

Memorandum of Understanding between SEDULITY & MIT-Aurangabad

Page 2 of 5

Academics, etc.

 To organize corporate services regarding Implementation of Cyber Security Policies, Audits, Servers, Infrastructure, Industrial Visits, Live Projects, etc.

Responsibilities of SEDULITY:

- To act as a bridge between industry and academia.
- To provide Sedulity Operating System and other open source software's, if required, for the lab set-up.
- To provide Professional and experienced trainers for the training purpose.
- To provide Professional and experienced manpower to take care of the operational process, if required.
- To manage the Projects and Case Studies related to Cyber Crime Investigation or Cyber Security.
- To promote this 'Centre of Excellence' through various means.
- To provide guidelines for the implementation of research and development activities.

Responsibilities of MIT Aurangabad:

- To provide a furnished Internet lab of at least 20 computers (in beginning), a dedicated cabin with 200-300 Sq. Ft., along with Furniture and Fixing, Electricity and other basic Amenities.
- To provide the Lab Assistant, Guard, Peon/ Office Boy, Cleaner etc. for the smooth operational process.
- To provide dedicated space for placing the Light Boards, Hoarding/ Flex in the campus and Lab Area.
- 'Sedulity Solutions & Technologies', New Delhi will be acknowledged as Technology partner.
- To provide Auditorium/ Seminar Hall for the Seminar/ Conference Purpose with all the facilities required like LCD Projector, Table Mike, Cordless Mike, Screen, Surround Sound Speaker System, and sitting arrangement for DIAS etc. (As & when required as per the dates provided in advance).
- To promote and Market the activities carried out by this MOU through various modes of Advertisement.
- In case, if any other requirement which appears to be important; that is not mentioned in this agreement, should also be provided by 'MIT AURANGABAD' for the smooth Training and other research process.
- Provide Proprietary / Commercial software's/ Hardware's if required, in case of any specific requirement.

Payment/ Commercial Ratio Terms:

- Commercials will be mutually decided and shared in advance, on project-to-project basis.
- The Training Fees charged by every student, faculty, or industry professional, will be decided
 as per the mutual understanding before the commencement of any training program or any
 event.
- The Financials will be shared in advance before the commencement of any training or any
 project/ service along with the GST or any other taxes as per Govt. norms and terms, and
 therefore the study material and/or the services will be provided or distributed as per the

Memorandum of Understanding between SEDULITY & MIT-Aurangabad

Page 3 of 5

strength of the participants.

- Sedulity and MIT AURANGABAD will take care of their individual expenses by their own and will not share from the revenue generated out of any project or service.
- The payment should be made via Cheque payable at par/ DD/ NEFT payable at New Delhi, in the favor of "SEDULITY SOLUTIONS & TECHNOLOGIES".
- There will be an additional GST applicable on the total payable amount on every training or service provided by Sedulity Solutions & Technologies in future. Currently the IGST ratio is 18% which may vary as per the Govt. norms in future.
- In case of any seminar, TA, DA along with Guest lecture charges should be given by MIT AURANGABAD.
- All Govt. Taxes will be applicable in future as per the ratio prescribed by Govt. of India.

Terms, Changes, and Termination

Terms:

This MOU will be effective from the "Date" it is Duly Signed by "SEDULITY and MIT AURANGABAD". The duration of this agreement is 5 years from the date it is signed. This MOU is an exclusive agreement of "Centre of Excellence" where SEDULITY and MIT AURANGABAD hereby agreed that MIT AURANGABAD will not entertain any other organization for conducting any Training, Research work or project related to Cyber Security and Cyber Forensics.

Changes:

At any time after providing notice, Sedulity in its sole discretion may:

- · Add any new Product, Service, and Solutions etc. Or
- Cancel any or all Products, Services, and Solutions etc. Or
- Change, Modify, or Discontinue part or all of the Products, Services, Solutions etc. Or
- Change, Modify, or Discontinue any Commercial ratio or any other term related to this contract.

Any changes in future, in the terms/ conditions of this MOU shall be done with the mutual consent by both the parties in an amended annexure in writing only.

Termination:

Any party may voluntarily terminate this agreement at any time by giving a notice in writing with the period of 6 months or the completion of any commitment/ Services/ Projects whichever comes earlier.

No Damages:

In no event shall Sedulity Solutions & Technologies or any of it's parent or sister concern, employee, clients, suppliers have any liability to MIT AURANGABAD for damages of any nature whatsoever, (direct, indirect, special or consequential) including but not limited to, any Hardware.

Memorandum of Understanding between SEDULITY & MIT-Aurangabad

Page 4 of

lost profits, loss of data, interruption of business, or costs of procurement of substitute goods or services, whether under theory of contract, even if Sedulity is advised of the possibility of such damages.

Jurisdiction:

This MOU shall be governed by and construed in accordance with the laws of India. Any dispute that may arise in future, shall be heard in any Court of competent jurisdiction located in Delhi.

IN WITNESS WHEREOF this MOU has been signed and executed by the duly authorized representatives of both the parties on 5th day of February 2021.

SIGNED BY:

For and on Behalf of

SEDULITY

NAME: DR. ANUP GIRDHAR

DESIGNATION: CEO-FOUNDER Sedulity Solutions & Technologies,

New Delhi,

MIT AURANGABAD

Signature & Star

NAME: Dr. SANTOSH-BIIOSLE

DESIGNATION: Principal, G.S. Mandal's Maharashtra Institute of Technology, Aurangabad

Witness

For and on Behalf of

SONIA GTIRDHAR

1.A-19/1, MANSARAM PARK, N. DEHII - 110059

2. BIMLA SHARMA Biml B-36, F/F, MANSARAM PARK

NEW DELHI - 110059

For and on Behalf of

MIT AURANGABAD

1. Dr. Smila L. Kasar, Stead, CSE Dept, MIT, Awangabad-43101

2. Mg. Sushama A. Desh ASSI-PEOFESSOE Dept of CSE, MIT, Auxennejabad 431010