

MEMORANDUM OF UNDERSTANDING
BETWEEN
AIKYAM, USA
AND
BAPATLA EDUCATION SOCIETY, BAPATLA, INDIA

Services Agreement

This is a Services Agreement ("Agreement") dated as of December 15, 2022 between Aikyam, a California nonprofit corporation ("Provider"), and Bapatla Education Society, an Educational Society ("Society").

Background

Provider is a nonprofit organization which believes that young minds can collaborate to shape the future and are dedicated to enhancing the employability of under served youth by empowering them with 21st Century Skills (communication, critical thinking, creativity and collaboration) in an experiential learning environment. The proprietary methodologies and materials used and shared by Provider in working with its clients reflect years of research and development. Society wishes to obtain services and materials from Provider on the basis set out in this Agreement.

1. Services

1.1 Scope

Provider will perform services ("Services") for Society as set out in, and program elements are described in, the Scope of Work ("SOW") attached as **Exhibit A**.

1.2 Timeframe

Provider will perform the Services, and the Agreement will be effective, during the period stated in the SOW.

1.3 Compensation

Reimbursements for Provider expenses will be due as set forth in the SOW.

1.4 Materials

In performing Services, Provider may provide Society with methodologies, protocols, forms, training modules, instructional guides, videos, information, graphics, designs, reports, documents, and other materials (collectively, "Materials"). Provider provides Materials solely for use by Society in connection with development and implementation of induction and other programs in conjunction with Provider may in its discretion make Materials available in various ways, including, without limitation, through providing hard copies, presenting Materials at training or consultation sessions, enabling Society to download Materials from Provider online locations, and providing Society with access to interactive websites. Provider provides Materials on the license and other terms set out in Section 4 of this Agreement.

1.5 Scope Changes

If Society requests services from Provider outside the parameters set forth in the service agreement, or if Society and Provider otherwise wish to modify the activities contemplated by the SOW, Provider will submit to Society a written Change Order, in the form of **Exhibit B**, describing the additional or modified Services to be performed associated with such Services. Society will decide whether or not to approve the additional Services. Provider will not perform any Service not authorized by Society in the SOW or approved Change Order.

2. Relationship

2.1 Independent Entities

Provider is an independent contractor and is solely responsible for performing the Services. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Society nor Provider have the power or authority to bind or obligate the other to a third party or commitment in any manner. Provider and Society will each have sole responsibility for its own employees and for the planning, management, and implementation of its own activities relating to the Services. For clarity, Society

employees who are identified, released from teaching, trained, and function as mentors and co-presenters will remain employees of Society.

2.2 External Communication

Provider may, subject to Sections 2.2 and 3.1 of this Agreement, identify Society as a Provider in internal and external communications, including on Provider's website and in Provider's outreach materials.

2.3 Provider Relationships with Other Societys

Society acknowledges that Provider provides educational services in other locations throughout the world, that such services are similar to the services Provider will provide under this Agreement, and that such services Provider provides elsewhere may result in preparation of materials that are similar to the Materials.

3. Confidential Information

3.1 Non-Disclosure

Neither Provider nor Society will disclose to any third party any confidential or proprietary information, including, without limitation, employee and student data, budget and other financial data, product plans and strategies, technical data and research, know-how, and other information which the disclosing party considers to be confidential ("Confidential Information"), for any purpose other than performance of the Services, without first having obtained the prior written consent of the other party. For clarity, Society's name and general information about the scope of Services are not considered Confidential Information.

3.2 Exceptions

Notwithstanding the provisions of Section 3.1, Confidential Information will not include information: (i) already known to the receiving party (without improper conduct or breach of an obligation) prior to disclosure to the receiving party by the disclosing party, as established by documentary evidence; (ii) entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) rightfully received by the receiving party from a third party without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) approved for release by written authorization of the owner of the Confidential Information; or (v) independently developed by a party without access to the Confidential Information of the other party.

4. Materials and Marks

4.1 License Grant for Program Use

Provider grants to Society a limited, non-transferable, non-exclusive license to use, copy and distribute Materials solely for use by Society in connection with internal educational activities during the term of this Agreement only among the participants in the program. For clarity, Society will not (i) independently present the Materials in a module, academy, workshop or similar training environment without Provider's prior written consent or otherwise provided Material to any third party; (ii) use the Materials for commercial purposes or make any derivative works of or otherwise modify the Materials except as permitted under the SOW. If Provider reasonably objects to any proposed or actual use of Materials by Society, Society will terminate such use within ten (10) days after receipt of written notice from Provider. Other than as expressly set forth in this Agreement, Provider is not granting any license or other rights in such intellectual property to Society, and all such rights are expressly reserved by Provider.

4.2 Trademarks

Materials may bear Provider's trademarks, trade names, logos and other proprietary notices (the "Provider Marks"). Provider grants to Society a limited, non-exclusive, non-transferable license, with no right to sublicense, to display the Provider Marks on Society websites and on internal materials relating to Provider services. Society will comply with trademark usage guidelines as may be included

in the SOW or separately provided by Provider to Society. Any goodwill generated through use of the Provider Marks is owned by and will inure to the benefit of Provider.

4.3 Ownership of Materials and Provider Marks

Provider retains and will own all right, title and interest in and to all Materials and Provider Marks and all other rights, title, and interest in the Materials and any other proprietary know-how or methodologies used, created or shared by Provider in carrying out the Program. Society acknowledges that the Services and Materials provided under this Agreement are proprietary to Provider and that no Materials will be deemed a work for hire.

4.4 Copyright and other Legal Rights

Society acknowledges that all Materials, regardless of form (i.e., whether video, paper, electronic or otherwise), and whether tangible or intangible, whether previously created by Provider or created or produced for the first time by Provider in the performance of its obligations under this Agreement, and all Provider Marks, are protected by laws relating to intellectual property. Such law include, without limitation, United States and state copyright, trade dress, patent, and trademark laws, international conventions, and other applicable laws. Society will not obscure or remove any copyright, trademark or other proprietary-rights notices on or from Materials, and will reproduce all such notices on any authorized copies of Materials.

4.5 Session Recordings

Provider conducts Sessions through Online Collaborative Tools. Society understands that information shared using online tools means that participants and their surroundings may appear on screen, and their voice may be heard by participants in the session. Society also understands that Provider may record Sessions and make the recordings ("Recordings") available to other participants, and that Provider will not edit participants image or voice out of any Recording

As such, Society gives participants consent to their image, statements, voice, and surroundings being included in Recordings, and to such use of Recordings by Provider. Society understands that participants will not have the opportunity to review or approve any Recordings and that participants will not receive any payment for their use. Society understands that Provider will own the copyright and all other rights in the Recordings. Society waives any legal claims relating to the Recordings, including those relating to copyright, rights of publicity or privacy, or defamation, or arising from any distortion, blurring, or alteration that may occur in the making, editing, or use of the Recordings.

5. Insurance and Indemnification

5.1 Insurance

Provider is responsible for its own insurance and will maintain appropriate coverage for its Program activities under this Agreement.

5.2 Indemnification of Society

Provider will defend, indemnify and hold Society and Society's directors, officers, employees, agents, and assigns (collectively, "Society Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses, resulting from (i) Provider's performance of activities under or breach of this Agreement; (ii) Provider's negligence or willful misconduct; or (iii) any claims against Society by Provider employees or subcontractors. Provider will have no obligation to indemnify Society to the extent the liability is caused by Society's gross negligence or willful misconduct.

5.3 Indemnification of Provider

Society will defend, indemnify, and hold Provider and Provider's directors, officers, employees, agents, and assigns (collectively, "Provider Parties") harmless against all third party claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses, resulting from (i) Society's performance of activities under or breach of this Agreement; (ii) Society's negligence or willful misconduct; or (iii) any claims against Provider by Society employees, subcontractors, students, or parents. Society will have no obligation to indemnify Provider to the extent the liability is caused by Provider's gross negligence or willful misconduct.

6. Disclosures, No Warranties, and Limitation of Liability

6.1 No Warranties

The Materials and Services are provided to Provider on an "as is" basis. Neither party makes any representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to Materials, Services, or any other items provided under or matters contemplated by this Agreement. Each of Provider and Society expressly disclaim any and all implied warranties, including any warranties of fitness for a particular purpose, title, non-infringement and merchantability.

6.2 Limitation of Liability

Under no circumstances, and under no legal theory, whether in tort, contract, or otherwise will Provider or its affiliates, contractors, employees, agents, or third party partners or suppliers, be liable for any special indirect, incidental, consequential, punitive or exemplary damages (including without limitation, loss of goodwill, or cost of cover) arising out of or relating to this Agreement, even if Provider or Provider's authorized representative has been advised of the possibility of such damages. In no event will the total aggregate liability of Provider to any person arising out of or relating to this agreement exceed the total amounts paid to Provider under this Agreement in the twelve (12) months prior to the event or circumstances giving rise to such liability.

7. Term and Termination

7.1 Expiration

This Agreement will terminate at the end of the time period set out in the SOW.

7.2 Mutual Agreement

This Agreement may be terminated by a writing signed by both Provider and Society that states their intent to terminate this Agreement and the date upon which such termination will take effect.

7.3 Termination on Notice

Either Provider or Society may on its own terminate this Agreement by providing written notice of that decision to the other. Such a termination will be effective forty-five (45) days after delivery of the notice by the terminating organization. If Society terminates the Agreement under this Section 7.3, Society will pay Provider for expenses due to work then in progress as invoiced by Provider, and any previous expenses due to work completed by Provider prior to the termination date for which payment is still outstanding. Society will pay such amounts within 30 days of receipt of invoice from Provider.

7.4 Termination for Breach

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

7.5 Immediate Termination

Notwithstanding anything in this Agreement to the contrary, either Provider or Society may immediately terminate this Agreement by giving written notice to the non-terminating party if the non-terminating party commences any proceeding under any bankruptcy or insolvency law, dissolves, liquidates, or ceases to engage in its operations. Such a termination will be effective upon receipt of notice by the non-terminating party.

8. General Provisions

8.1 Entire Agreement; Amendment

This Agreement, together with the SOW and any Change Orders, represents the final and exclusive agreement between Society and Provider regarding Provider's provision of Services to Society. This Agreement may be changed only as described in a written document signed by Society and Provider which refers specifically to this Agreement and says that it is changing this Agreement. Any modifications to the SOW must be made through a Change Order signed by

Society and Provider. It is understood that delivery of Services may require Society to access online locations maintained by Provider; use of such online locations is subject to the terms of use for such sites, which set out obligations in addition to those contained in this Agreement.

8.2 Severability; Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

8.3 Compliance with Law

In engaging in the working relationship contemplated by this Agreement, each of Provider and Society will comply with applicable laws including, without limitation, laws relating to student data collection, security, use, disclosure, and privacy.

8.4 Assignment

Provider may not assign its rights or obligations under this Agreement to anyone else without the prior written consent of Society, except that Provider may assign all of its rights and obligations under this Agreement without Society's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

8.5 Third Party Beneficiaries

Except as specifically provided in Sections 5.2 and 5.3, this Agreement is for the exclusive benefit of Society and Provider, and not for the benefit of any third party including, without limitation, any employee, affiliate, or vendor of Society or Provider.

8.6 Notices

Notices, approvals, and consents under this Agreement must be in writing and delivered to Provider and Society by mail, courier, or email to the lead contact persons identified in the SOW.

8.7 Non-Discrimination

Provider and Society believe everyone should be treated equally regardless of race, sex, gender identification, sexual orientation, national origin, native language, religion, age, disability, marital status, citizenship, genetic information, pregnancy, or any other characteristic protected by law.

8.7.1 Resolving Disputes

If a dispute arises between Provider and Society relating to this Agreement, the principal contact persons as set out in this Agreement, or other representatives of each party as agreed at the time, will meet to discuss the dispute and will make good faith efforts to resolve the dispute through discussion.

8.8 Force Majeure

Neither party will be required to perform or be held liable for failure to perform if, beyond the control of either party, nonperformance is caused by destruction, material damage, or other unavailability of facilities at training sites; strikes or other labor disputes; national emergency, acts of God, the elements, power failures, computer system hacking, or software or hardware failures; or any other causes beyond the control of the party unable to perform. The non-performing party will notify the other of such problems and will use reasonable efforts to address the problem and carry out its obligations.

8.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

Provider

Name: Aikyam

Principal Contact Persons: David

Gilson, Padma Sanampudi

By: David Gilson

Signature: *David Gilson*

Title: Chief Operating Officer

Date: 12/21/2022

By: Padma Sanampudi

Signature: *Padma Sanampudi*

Title: Chief Executive Officer

Date: 12/21/2022

Society

Name: Bapatla Education Society

Principal Contact Persons:

By: MANAM RAGESWARA RAO

Signature:



Title: Secretary

Date: 12/21/2022

Scope of Work

Exhibit A

A.1 Program Description

Aikyam, a non-profit organization, ("Provider") will conduct an educational program for Bapatla Education Society ("Society"). The objective of the program is to empower youth from under served communities (rural background, women) to gain the skills necessary for enhanced employability in modern society through equity and inclusion; enable youth to explore innovative technology to solve Societal problems while collaborating with educators and industry seasoned mentors; and to showcase those solutions on a global stage.

The program will engage these students in an experiential learning model in which one or more cohorts will spend several months working on solving a societal problem using innovative technology whereby they will apply their technical knowledge and exercise the 4Cs of 21st century skills (communication, critical thinking, creativity, collaboration).

The students will be from Bapatla Engineering College and Bapatla Women's Engineering College both being part of Bapatla Education Society, Bapatla, Guntur, Andhra Pradesh, India. Each cohort will consist of approximately 10 students from multidisciplinary departments of these Colleges.

The program will be executed as follows for each cohort

- Phase 1. Team formation
 - Cohort engages in gamification activities, building confidence as a team to tackle subsequent phases.
- Phase 2. Identification of one or more societal problems
 - Cohort identifies one or more relatable societal problems to investigate and brainstorms proposed solutions. Cohort identifies and reaches out to field experts and community members to gain a deeper understanding of the problem and its impact. Cohort utilizes a Design Thinking approach which empathizes with the community members impacted by the problem as input to brainstorming of proposed solutions.
- Phase 3. Investigation of proposed solutions for the societal problems
 - Cohort dives deeply into a solution involving technology. Cohort utilizes Critical Thinking skills and are empowered to ideate innovative solutions. Cohort would be responsible
- Phase 4. Implementation of solutions and/or proof-of-concepts for the societal problems
 - Cohort validates the solution with a proof-of-concept. While developing the proof-of-concept, cohort would determine the feasibility of the solution; influence communities; collaborate with field experts; and assess the sustainability of the solution.
- Phase 5. Showcasing the solutions and/or proof-of-concepts on a global stage
 - Cohort prepares for showcasing a solution at a global event in May 2023. The showcasing would entail presentations of the solution by the cohort to a global audience. As part of the overall project ownership of the cohort, the cohort will decide the format of the presentation that is suitable for the proposed solution.

All phases of the program will focus on applying technical skills and exercising the enhancement of soft-skills.

At a regular cadence, students in the cohorts will collaborate with peer mentors, alumni mentors, expert educators from multidisciplinary departments. Students will share reflections from each phase of the project to Facilitators and Mentor Coaches. Facilitators will share feedback from each phase to the Mentor Coaches. The reflection and feedback will be used to adjust the execution of the program as it progresses.

A.2 Program Duration

An Initial Pilot Program will run from December 2022 through May 2023 inclusive. A follow-on established Program will run through December 2026. The Program will be reviewed and updated annually with an agreement between Provider and Society.

A.3 Provider Responsibilities

Provider is responsible to provide:

- A framework of execution for the Phases of the program.
- Mentor Coaches to provide guidance to Facilitators and Cohorts at a regular cadence to ensure the cohort is progressing through the milestones of the project.
- Mentor Coaches to provide skills training to cohorts at each phase of execution. This training will be geared towards brainstorming, interviewing, influencing, presentation, computational thinking, industry insights, and more.
- Ongoing surveys and questionnaires to gather feedback from Cohorts and Facilitators.

A.4 Society Responsibilities

Society is responsible to provide:

- One or more cohort of students from under served communities.
- Facilitators for each cohort. Facilitators will be educator staff from the Colleges.
- Physical location for conducting synchronous and asynchronous sessions with the Facilitators and Students
- Development environment for conceiving, prototyping and building technological solutions.
- Alumni mentors to give guidance and teaching of technical skills at a frequency of at least once per month.
- Peer mentors to give guidance and teaching of technical skills at a frequency of at least once per week. Peer mentors should be students from 3rd and 4th year.
- Facilitation of external community engagement needed for successful execution of the program.
- Computer devices and connectivity for students to allow for collaboration with peers, mentors and online sessions.
- Any permission from students necessary to comply with the terms of this agreement.

B.5 Reimbursement of Expenses

Society will reimburse Provider for all reasonable and necessary expenses Provider incurs in connection with this program and that Society pre-approves in writing.

Provider will keep receipts or other records of its expenses to submit to Society for reimbursement of expenses. Society will reimburse Provider within 10 business days of receiving each invoice.

A.6 Outcome Measurement

- Each cohort will showcase a solution or proof-of-concept at a global stage event celebrating youth creativity and innovation (YouthMADE Festival May 15-18, 2023 run by the global non-profit organization Digital Promise).
- For any new innovations from cohorts, submissions to YUKTI National Innovation Repository (NIR), an initiative of the Ministry of Education (MoE) Government of India. These innovations will be evaluated by YUKTI team's institute for further shortlist consideration.
- Students from each cohort will be assessed on the progress they have made in the area of soft-skills compared to the start of the program. Milestones for the students will be defined and reviewed together between Provider and Society.

Exhibit B

Form of Change Order

Original SOW date	
Reason for change in Services	
Modified Services (if applicable)	
Modified timeframe (if applicable)	
Modified compensation terms (if applicable)	

This document is a Change Order, dated _____, 20__, between Provider and Society. Agreed and confirmed as of the date stated above in this Change

**Order:
Provider**

Society

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____