

MEMORANDUM OF UNDERSTANDING

This non-binding Memorandum of Understanding ("**MOU**") is entered into on **August 16, 2022** ("**Effective Date**"):

BETWEEN **The Apollo University**, Murukambattu, established by Apollo Hospitals Educational and Research Foundation (AHERF), approved under Andhra Pradesh Private Universities (Establishment & Regulation) Act, Registration No. 2016 (608/ G593, Dt. 03-11-2021), dated 2nd November 2021 and having its principal place of business at Murukambattu, Chittoor 517 127, Andhra Pradesh, India ("**The Apollo University**"),

AND **Microsoft Corporation India Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at 807, New Delhi House, Barakhamba Road, New Delhi – 110001 and its principal office at Level 10, Tower C, EPITOME, Building Number 5, DLF Cyber City, Phase 3, Gurugram – 122002, Haryana ("**Microsoft**"),

(The Apollo University) and Microsoft together, the "**Parties**" and each, a "**Party**".

This MOU sets forth the terms applicable to the Parties' discussions related to a potential business relationship between the Parties. Unless expressly stated otherwise in Section 12 hereinbelow, no terms in this MOU are intended to be, or shall be interpreted as, being binding upon the Parties. This MOU is intended to form a basis of discussion, is subject to due diligence by Microsoft and The Apollo University, and does not state all matters upon which an agreement must be reached before executing a legally binding, comprehensive commercial agreement or agreements (each, a "**Definitive Agreement**").

BACKGROUND:

- (A) **The Apollo University**, established in November 2021, is a private university. The Apollo University Chittoor is the dream project of Apollo Hospitals Education and Research Foundation (AHERF). It offers undergraduate and Post Graduate programs in Technology, Management, Health Sciences, Psychology, and Social Sciences.
- (B) **Microsoft Corporation India Private Limited** is a wholly owned subsidiary of Microsoft Corporation and is a developer, manufacturer, distributor, and provider of software technologies, cloud services and other solution technologies.
- (C) The Parties recognise the capabilities and resources of each Party and wish to explore and assess the feasibility of collaborating with each other on the Project (as defined in Section 2).

1. OBJECTIVE

The objective of this MOU is to describe the Parties' current understanding regarding their potential cooperation and collaboration on the Project and to facilitate further discussions related thereto, including by:

- (a) enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the objectives of each Party in relation to the Project, and the corresponding capabilities of each Party to support the achievement of such objectives; and
- (b) setting out the possible framework, working relationships, structure, implementation, and future commitments of the Parties in relation to the Project.

2. THE PROJECT

The following project is referred to in this MOU as the "**Project**".

Microsoft and The Apollo University wish to work together on their common goals of empowering and skilling students to thrive in the digital economy.

In connection with the Project, The Apollo University and Microsoft will further discuss and explore the following:

Microsoft's Contributions

- Microsoft may provide contact/SPOC, who may be available for all communications with The Apollo University.
- Microsoft may grant access to MS Learn platform. Microsoft may support The Apollo University in integration of MS Learn into its learning management system through MS Learn Catalog API. More information on this is available at <https://aka.ms/LearnLTI> and <https://aka.ms/LearnCatAPI>.
- Microsoft may support The Apollo University in developing curriculum for its Technology Programs and recommend the most popular learning tracks that can be integrated in the courses.
- Microsoft may conduct virtual workshops/orientation sessions for educators and/or students to support education on Microsoft technologies and certification.
- Microsoft may provide Azure for students, on terms and conditions available at <https://aka.ms/AzureForStudents>, which may give students the ability to start building apps, explore AI, and make the most of big data and cloud with additional access to services, including compute, network, storage, and databases.
- Microsoft may provide Microsoft Learn for educators which provides access to curriculum pathways of official Microsoft learning products for skilling related to Microsoft Azure, Microsoft Azure Data, Microsoft Azure AI, Microsoft Security, Compliance, and Identity, Microsoft Dynamics 365 ERP, Microsoft Dynamics 365 CRM and Microsoft Power Platform Fundamentals. The educators of The Apollo University may join the program in self-service mode and will have access to multiple resources which will help them in teaching MS Fundamental Courses. More information on this is available at <https://aka.ms/LearnForEducators>.
- Microsoft may allow The Apollo University to reference Microsoft's name and logo to promote this engagement and Project on their website and on social media in accordance with section 8 of this MOU and additional Microsoft policies. More information on this can be availed at <https://www.microsoft.com/en-us/legal/intellectualproperty/trademarks/usage/logo.aspx>.

The Apollo University's Contributions

- The Apollo University shall Identify a sole point of contact to work directly with Microsoft.
- The Apollo University shall integrate Microsoft Courses and certifications into the curriculum.
- The Apollo University shall provide feedback to Microsoft to improve and develop current and future offerings.
- The Apollo University shall carry out promotions as agreed between the Parties by mutual consent, as allowed by branding policies of both the Parties.
- The Apollo University shall permit Microsoft to use The Apollo University and its website as a reference site for other institutes who want to understand about how to integrate courses and utilize the learning material provided by Microsoft.

The description of the Project and the Parties' anticipated activities set forth in this Section 2 are intended merely to delineate the scope of and capture general concepts and parameters of the potential collaboration between the Parties. The Parties acknowledge that the specific elements of any collaboration between the Parties, including the respective contributions of each Party, will be reflected

in a Definitive Agreement related to the Project, to the extent any such agreement is executed by the Parties.

3. TERM SHEET

[Section omitted intentionally]

4. TERM AND TERMINATION

- (a) This MOU commences on the Effective Date and continues until the earlier of (i) one (1) year after the Effective Date, (ii) the Parties' execution of a Definitive Agreement related to the Project, (iii) the effective date of termination of this MOU by a Party pursuant to Section 4(b), or as otherwise agreed by the Parties in a writing signed by both Parties.
- (b) Either Party may terminate this MOU at any time by providing at least thirty (30) days' prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party.
- (c) Upon termination of this MOU, each Party upon written request from the other Party (i) will return or destroy (in line with the request) all properties (e.g., content, technology, software, documentation and Confidential Information (as defined in Section 6 (Confidentiality)) owned or provided by the other Party, and (ii) otherwise has no continuing duty or obligation to the other Party, except for any provision of this MOU that survives the expiration or termination of this MOU as expressly provided herein.

5. EXCLUSIVITY

This MOU is *non-exclusive*. Nothing in this MOU restricts either Party from collaborating or entering into any agreement with any third party or parties relating to matters within the scope of this MOU or any other matter.

6. CONFIDENTIALITY

To the extent permitted by applicable law the existence and terms of this MOU, and all discussions between the Parties (or their affiliates), related to this MOU or a Definitive Agreement are Confidential Information.

The Non-Disclosure Agreement executed between the parties (the "NDA") will govern all Confidential Information (as defined in the NDA) shared under this MOU. To the extent permissible under applicable law, the remaining provisions of this Section shall apply if any information was shared before the execution of the NDA, no NDA exists or the NDA terminates or ceases to be in effect.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential.

Each Party will take reasonable steps to protect the other's Confidential Information and will use the other Party's Confidential Information only for purposes of the Parties' business relationship. Neither Party will disclose Confidential Information to any third party other than the affiliates or subcontractors who (i) have a need to know such information in order to assist in carrying out this MOU; and (ii) have been instructed that all such information is to be handled in strict confidence. Either Microsoft or The Apollo University may, however, at any time, make any disclosures required by law upon prior written notice to the other Party

7. INTELLECTUAL PROPERTY

All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights ("**Intellectual Property**") owned by one Party prior to the date of this MOU will continue to be owned by that party. All Intellectual Property rights made available by one Party to the other Party in connection with this MOU, or otherwise, will remain the sole property of, and vest in, the first Party or its licensors. Neither Party will gain, by virtue of this MOU, any rights in or to any Intellectual Property rights owned by the other Party. Any Intellectual Property rights created by one

Party without use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the first Party. The Apollo University acknowledges that only a written licensing agreement signed by **Microsoft Corporation (India) Private Limited** may create a binding licensing agreement between Microsoft and its customers in relation to its software products.

8. JOINT PUBLIC RELATIONS ACTIVITIES

The Parties may participate in press and public relations-type activities related to the benefits and their use of technology associated with this MOU, including: (a) press and social media activities (e.g., press releases, blog posts, and/or social media posts); (b) case study and/or storytelling (e.g., a document/story written or otherwise shared about a topic such as why The Apollo University has chosen Microsoft's technology solutions, how The Apollo University is using Microsoft's technology solutions as an enabler, the business benefits The Apollo University has realized or anticipates, or how Microsoft technologies are helping The Apollo University comply with regulations); and (c) industry events (e.g., speaking at and/or demonstrating technology solutions on-stage at industry, The Apollo University and/or Microsoft events). All press and other public communications related to this MOU, including those related to the existence or content of this MOU, issued or otherwise provided by a Party must be previously mutually agreed upon by the Parties in each instance in writing.

9. RELATIONSHIP OF THE PARTIES

Nothing in this MOU is intended to establish or create, and shall not establish or create, a partnership, joint venture or other formal business entity between the Parties, and neither Party has any authority to bind the other in any way. Likewise, nothing in this MOU is intended to establish or create, and shall not establish or create, (1) an agency or partnership relationship between the Parties, or (2) any other fiduciary relationship between the Parties.

10. COSTS AND EXPENSES

Each Party will be responsible for its own costs and expenses individually incurred in connection with this MOU, including, without limitation, the performance of any and all duties or obligations set forth herein.

11. BINDING PROVISIONS

- (a) Except as expressly provided in this MOU, (i) this MOU is not intended to create or evidence any legally binding obligation on any Party, and (ii) any Party may discontinue discussions and decline to undertake or complete any of the activities described in this MOU at any time in its sole discretion and without liability to the other Party or any third party, as described in Sections 3 and 4 hereinabove.
- (b) The following sections of this MOU will be binding and enforceable against the Parties and will survive the expiration or termination of this MOU: Sections 3 (Term Sheet), 4 (Term and Termination), 5 (Exclusivity), 6 (Confidentiality), 7 (Intellectual Property), 8 (Joint Public Relations Activities; last sentence only), 9 (Relationship of the Parties), 10 (Costs and Expenses), 11 (Binding Provisions), 12 (Limitation of Liability) and 13 (Governing Law).
- (c) Nothing in this MOU obligates a Party to or constitutes a representation by either Party that it will enter into a Definitive Agreement with the other Party related to the Project.
- (d) The Apollo University acknowledges that any binding terms related to licensing can only be offered in a licensing agreement approved in writing by a Microsoft regional operations centre.

12. LIMITATION OF LIABILITY

- (a) To the fullest extent permitted by law:
 - i. neither Party is liable for loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by that Party's negligence or breach of this MOU; and

- ii. each Party's total liability to the other Party for any other damage under this MOU is limited to \$5,000 USD.
- (b) No limitation or exclusions will apply to liability arising out of a Party's breach of its obligations described in Section 6 (Confidentiality) of this MOU.
- (c) All materials, information, and other items provided by one Party to the other Party in connection with this MOU are provided "as is" without warranty of any kind, and each Party disclaims all warranties, express or implied, with respect to all such materials, information, and other items.

13. GOVERNING LAW

This MOU will be governed by the laws of India, without regard to conflicts of law principles. Each Party irrevocably consents to the exclusive jurisdiction and venue of New Delhi for any disputes arising under or in connection with this MOU.

[Remainder of the page is intentionally left blank. Signatures on following page]

This MOU is signed by the Parties as of the Effective Date.

By signing this MOU, I also confirm that I am authorised to sign on behalf of The Apollo University.

By: 
Potharaju Malasani (Aug 4, 2022 13:21 GMT+5.5)
(signature)

Name: Dr. M. Potha Raju
(printed)

Title: Registrar, The Apollo University,
Chittoor
(printed)

Date: Aug 4, 2022
(printed)

Microsoft Corporation India Private Limited

By signing this MOU, I also confirm that I am authorised to sign on behalf of Microsoft.

By: *Rekha Talluri*
Rekha Talluri (Aug 3, 2022 09:19 GMT+5.5)
(signature)

Name: Rekha Talluri
(printed)

Title: Microsoft India CFO
(printed)

Date: Aug 3, 2022
(printed)

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Single Point of Contact***For Microsoft***

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