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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 24th May 2024 in Delhi between **Cesim India Private Limited**, having its registered office at 302, Dunnock, Nyati Enclave, Near Corinthians Club, Pune 411060, hereinafter referred to as "Cesim or Service Provider".

AND

Jaypee Business School, a constituent unit of Jaypee Institute of Information Technology (JIIT) having its registered office A-10, A Block, Industrial Area, Sector 62, Noida, Uttar Pradesh 201309, hereinafter referred to as "Jaypee Business School".

PREAMBLE

Cesim provides business management simulation games that help Institutes improve the decision-making skills, business competence and overall employability of students/participants by engaging them in an interactive and fun online learning environment.

Jaypee Business School, a constituent unit of JIIT is currently offering full-time BBA, MBA and PhD Courses and will be introducing Cesim Business Simulation games to improve the managerial skills and competencies of its students in its Noida campus and is willing to partner with Cesim to offer various business simulation games from the Cesim portfolio.

The purpose of this MOU is to express the willingness of both parties to engage in an arrangement described as follows:

1. Cesim agrees to provide the licenses of its Cesim simulation game to Jaypee Business School, for a specific educational use of teaching business concepts to the students at their Noida campus.

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2. As a preliminary activity, Cesim will issue licenses as per the requirement of Jaypee Business School, train the faculty members nominated by the institute for effective use of the product, and provide technical support, and teaching material support including video tutorials and teaching notes.
3. Jaypee Business School agrees to use the licenses for specific products for educational purposes within the institute premises. They agree to coordinate with Cesim in all activities conducted to train the faculty members to make the program successful. Cesim reserves the right to carry out the monitoring and evaluation activities to assess the impact of the program.

This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments about all matters related to the use of Cesim Business Simulation games.

The Commercial Inclusions & Terms:

- Student simulation licenses and educators' license
- Train the Trainer program for internal faculty members
- Video, eLearning course and reading material for the students.
- Teaching notes for the professors/educators.
- Co-facilitation support for the first two sessions
- Dedicated support and point of contact for the instructor during the course.
- Cesim certified educators, e-certificates for educator
- Cesim certificates for students at the end of the program completion.
- Free licenses for the FDP program
- 1 Microsimulation Game with 20 licenses for MDP Program
- Free educator licenses for managing the course
- Free licenses for the students-led inter-college competitions

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License Terms

1. 1 student = 1 license
2. Validity: The license allows the participant to play the simulation for a duration specified in the MOU from the date of purchase.

| | No. of students | Price in INR (exclusive of Taxes) |
|---|-----------------|-----------------------------------|
| # | 1 student | Rs. 1800 |
| # | 30 students | Rs 54,000 |

* 18% GST Applicable

Note: The number 30 is simply an estimate of the potential amount of students who may benefit from the licenses provided by Cesim. The actual number of licenses needed will depend on the specific needs of Jaypee Business School, which will be communicated to Cesim separately. Jaypee Business School has the flexibility to adjust the number of students up or down as needed, and the price per student will remain constant throughout the duration of the agreement regardless of any changes in the number of students.

Non-Disclosure: Both parties agree not to disclose or share the information that might be exchanged between them with any other person or organization, unless and otherwise explicitly agreed to by the other party.

Duration: This MOU shall be operational upon signing and will have a duration up to 31st December 2024. All activities conducted before this date within the vision of the arrangement will be deemed to fall under this MOU.

Termination: The arrangement covered by this MOU shall terminate upon completion of the agreed-upon period. The agreement may also be terminated with a written one-month notice from either side.





In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect.

Mutual Support: Both parties agree not to act in any manner that will affect the business prospects of the other party.

Disputes Resolution: For any disputes arising during this contract, the same will be discussed mutually in a friendly manner and sorted out to the best possible extent.

Legal: This agreement is subject to the Jurisdiction of Pune/Delhi.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first herein above written.

On behalf of Cesim India Pvt Ltd

For Cesim India Private Limited


Varun
Director

Name: Varun Patil

Designation: MD, Cesim India Pvt Ltd

On behalf of Jaypee Business School


B.R. Mehta
24.5.24

Name: Prof. (Dr) B.R. Mehta

Designation: Vice Chancellor, JIIT

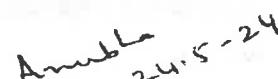
In the presence of:


Ambuj Singh

Designation: Business Head, Cesim

Address: 91 Springboard, Nehru place, New Delhi

In the presence of:


Anubha Vashisht
24.5.24

Name: Prof. (Dr) Anubha Vashisht

Designation: Director, JBS

Address: A-10, A block, Sector-62, NOIDA


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