Memorandum of Understanding

Between

Pupilfirst Pvt. Ltd.,

And

All India Council for Technical Education

14th December 2020
This Memorandum of Understanding ("MOU") is entered into on the date of last signature. ("Effective Date")

BY AND BETWEEN

All India Council for Technical Education (AICTE), a Statutory Body established by an Act of Parliament (52 of 1987) under Ministry of Human Resource Development, Government of India, having its registered office at Nelson Mandela Marg, Vasant Kunj, New Delhi-110070 hereinafter referred to as "AICTE"

AND

Pupilfirst Private Limited, a private company incorporated under the Companies Act 2013 and having its office at International Center for Free and Open Source Software (ICFOSS), Swantantra, Sports Hub, Karyavattom, Trivandrum, Kerala - 695581 hereinafter referred to as "PUPILFIRST" which expression shall, unless repugnant to the context, be deemed to include its successors in interest and permitted assigns.

AICTE and PUPILFIRST shall hereinafter be collectively referred to as the "Parties" and individually as the "Party".

WHEREAS

All India Council for Technical Education (AICTE) is a statutory body established by an Act of Parliament with a view to proper planning and coordinated development of the Technical Education system throughout the country, the promotion of qualitative improvement of such education in relation to planned quantitative growth and the regulation and proper maintenance of norms and standards in the technical education system and for matters connected therewith.

AND WHEREAS

Pupilfirst Private Limited is a member of the National Educational Alliance for Technology, a Public Private Partnership Scheme for promoting educational technology by Ministry of Education, Government of India. A group of Indian tech entrepreneurs and venture capitalists has formed a grant giving organization Action Covid Team (ACT) for supporting government efforts to overcome the Covid19 Pandemic and has given grant in aid to support "CoronaSafe Network" Project, "National Engineering Leadership Cadre for Public Service" which has been part funded by Action Covid Team through their grant-giving vehicle (United Way Bengaluru) for which Pupilfirst is the Implementation Partner.

Scope of MOU: To create a "National Engineering Leadership Cadre for Public Service"

NOW, THEREFORE, THIS MoU WITNESSETH AS FOLLOWS:

1. Aim and Details of the Programme

1.1 The Parties agree to collaborate to create and implement a training & internship program in full-stack web development & typed-functional programming for the brightest engineering students in India with the aim of creating a National Engineering Leadership Cadre for Public Service / CoronaSafe Fellowship Programme ("Programme")
1.2 The Programme shall teach students (i) Typed-Functional Programming using Rescript Language (ii) full-stack web development (iii) programming fundamentals and (iv) SaaS fundamentals is of 10 (ten) weeks duration and the first batch shall comprise of 30 students.

1.3 The selection of students shall be on merit and from a Joint National Call for Applications by both parties.

1.4 There shall be no fees to be paid by the students who are selected for this program.

1.5 Approximate timelines for the Programme with respect to the first batch of students is as set out in detail in Annexure 1 of this MOU (“Programme Timeline”) and shall be finalized by both parties together.

1.6 The parties agree to perform the roles and responsibilities applicable to each of them as set out in this MOU in connection with the creation and implementation of the Programme.

1.7 The joint goal of both parties is to translate the learning's from the first pilot batch of 30 students to eventually rollout the Programme into other institutions. For scaling to other institutions, Pupilfirst shall submit this course for approval to the AICTE NEAT committee in line with the already approved SaaS/VR courses.

1.8 For the first pilot batch of 30 students, instead of an academic "credit" based course certification, it is planned to give a Programme Completion Certificate for students who successfully complete the industry-led training jointly by AICTE and Pupilfirst. At a second stage of implementation when the course is integrated with Partner Universities, the respective University to its students shall issue appropriate academic course "credits" to students.

1.9 Pupilfirst has already built in processes that thoroughly measures progress of each and every student. This is done by continuous skill assessment and mapping at different junctures in the course. Only upon meeting the expectations set out by the course the fellowship/programme completion certificate will be given.

The programme implementation partner, Pupilfirst, already has this streamlined academic process that has been followed to implement courses at Sastra and GITAM Universities. This process has been presented and approved by the NEAT evaluation committee. All academic processes currently followed for VR/ SaaS courses shall be followed during this programme implementation as well.

1.10 The method to be followed by Pupilfirst to make the selection process transparent, open and merit based is to have a detailed Terms and Conditions that outlines the programme overview, how to apply, submission requirements, Participant Selection and Notification, Program Benefits and General Rules. The terms and conditions is added as an Annexure -II to this MoU.

1.11 For the current Programme, the final list of selected students along with their grades shall be first shared with AICTE by Pupilfirst. Only on approval of AICTE, the final selection list shall be announced nationally.

2. Role and Responsibilities of AICTE

2.1 AICTE would be responsible for providing overall mentoring, guidance and support for implementation of the "Programme" including giving feedback to finalize the admission process, admission criteria and course curriculum.
2.2 AICTE, as it deems necessary, shall also leverage its existing policies and schemes for supporting the Programme and share the programme details to students through its vast network of institutions.

2.3 Director (StDC), AICTE shall act as Principal Coordinator of AICTE.

3. Roles and Responsibilities of Pupilfirst

3.1 Pupilfirst would be responsible for end-to-end programme implementation including Vision, strategy and execution.

3.2 This includes creating the course materials, admission criteria, student selection and course delivery through industry professionals and training the students for open source contributions to Corona Safe Network.

3.3 Chief Executive Officer, Pupilfirst shall act as Principal Coordinator of Pupilfirst.

4. Monitoring and Reporting Mechanism

4.1 Pupilfirst shall monitor the progress of students and share monthly reports on Programme Implementation with AICTE.

4.2 AICTE, at its discretion, shall use the learning from the programme to fine-tune its policies and schemes towards meeting policy goals outlined in National Educational policy 2020 (NEP 2020).

5. Finance

5.1 The full cost of programme implementation shall be borne by Pupilfirst; either through external sponsorship or through internal resources.

5.2 There shall be no financial commitment from AICTE towards Programme Implementation.

5.3 AICTE, at its discretion, may offer select students scholarships/stipends or other incentives based on its policies and schemes.

6. Implementation

6.1 Principal Coordinators shall review the programme progress on a monthly basis and take necessary steps for achieving the Aim of the Programme.

6.2 Any disputes that may arise in the implementation of this MoU will be resolved through discussions between Principal Co-coordinators of both parties.

6.3 This MoU may be amended at any time by the mutual written consent of the both parties.

6.4 This MoU may be terminated by either party by giving 3 months' written notice.
6.5 This MOU shall be valid from the Effective Date and shall remain in force for 2 (Two) years from the Effective date, unless terminated earlier by either Party by giving 1 month written notice.

The foregoing represents the understanding reached between the parties on the matters referred to in this MOU.

For AICTE

Name: Prof. Anil D. Sahasrabudhe
Title: Chairman
Date: 14th December 2020

Name: Sanjay Vijayakumar
Title: Chief Executive Officer
Date: 14th December 2020
Annexure I

Detailed Scheduled of the Internship Programme

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open admissions for the first batch of the Program. The admission form is made public on the landing page, and distributed through an email campaign.</td>
<td>14 December 2020</td>
</tr>
<tr>
<td>Admission End</td>
<td>05 January 2021</td>
</tr>
<tr>
<td>Announce selected applicants (3)</td>
<td>10 January 2021</td>
</tr>
<tr>
<td>Program Onboarding</td>
<td>15 January 2021</td>
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<tr>
<td>Midpoint review</td>
<td>15 February 2021 - 19 February 2021</td>
</tr>
<tr>
<td>Final Review</td>
<td>20 March 2021 - 23 March 2021</td>
</tr>
<tr>
<td>Project Demo Day</td>
<td>24 March 2021 - 25 March 2021</td>
</tr>
<tr>
<td>Program Ends</td>
<td>25 March 2021</td>
</tr>
<tr>
<td>Internship with Coronasafe Begins (6 months)</td>
<td>01 April 2021</td>
</tr>
</tbody>
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Annexure - II

TERMS FOR PARTICIPATION IN THE
NATIONAL ENGINEERING AND DESIGN CADRE FOR PUBLIC SERVICE PROGRAM

The Program is a flagship program created, launched and administered by the following persons in collaboration:

(1) Saturn Global Foundation having its registered office at 'Leyam', TC 6/441, VARA-291, Vattiyoorkavu P O, Thiruvananthapuram – 695 013 Kerala, India. ("Foundation");

(2) PupitFirst Private Limited, a private company having its registered office at Unit 3, Ground Floor, Vaishnavi Badri, No 48, 5th Main, Jayamahal Extn, Bangalore ("PupitFirst");

(3) Protoship having its registered office at Plot No.85, House No. T-1, 6th Main, 13th Cross, Bangalore, Karnataka – 560038 ("Protoship"); and


The Foundation, PupitFirst, Protoship and AICTE, shall hereinafter be collectively referred to as the "Program Entities". Please refer to the Overview section below for more details about the Program.

APPLICATION TO THIS PROGRAM CONSTITUTES APPLICANT’S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE PROGRAM TERMS ("TERMS"), WHICH IS A CONTRACT. SO READ THEM CAREFULLY BEFORE APPLYING. BY APPLYING TO THE PROGRAM THE APPLICANT ALSO AGREES AND ACCEPTS THE DECISIONS OF PROGRAM ENTITIES, WHICH ARE FINAL AND BINDING ON ALL MATTERS. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROGRAM ENTITIES FROM THE APPLICANT (i.e., A REQUIREMENT THAT THE APPLICANT DEFEND AND/OR REIMBURSE PROGRAM ENTITIES FROM/FOR CERTAIN LOSSES) AND A LIMITATION OF APPLICANT’S RIGHTS AND REMEDIES. ACCESS TO INTERNET AND A VALID EMAIL ADDRESS ARE REQUIRED TO PARTICIPATE IN THIS PROGRAM. THESE TERMS ARE IN ADDITION TO THE STANDARD TERMS https://pupitfirst.org/policies/terms and PRIVACY POLICY https://pupitfirst.org/policies/privacy APPLICABLE TO THE PUPITFIRST PLATFORM.

I. Overview:

A group of Indian tech entrepreneurs and venture capitalists has formed a grant giving organisation Action Covid Team (ACT) - https://actgrants.in/, for supporting government efforts to overcome the Covid19 Pandemic and has given a grant in aid to the Foundation through its grant giving vehicle United Way Bengaluru (UWB) to support the 'CoronaSafe Network' Project https://coronasafe.network/. As approved by ACT, UWB has also given a grant in aid to the Foundation for scaling up the open-source public utility by creating a 'National Engineering Leadership Cadre for Public Service'. Based on the grant received from UWB, the Program Entities have collaborated to create, launch and administer a training & internship program in Full-stack web development & typed-functional programming for the brightest engineering students in India with the aim of creating a National Engineering Leadership Cadre for Public Service (the "Program"). The Program Entities are now accepting Applications (defined below) from undergraduate college students pursuing engineering who meet the eligibility requirements (as described in the Eligibility section below) to participate in the Program. The Program shall begin on 4th January 2021 and ends on 15th March 2021. These are tentative dates and are subject to change. Please go through these Terms carefully as they govern your application to and participation in the Program (should you be selected to join the Program).
II. Eligibility:

i. This Program is open to an individual who is, as of the date of applying, a legal resident of India, and at least 18 years old and no older than 25 years old and eligible to contract under the Indian Contract Act, 1872. A member applying for participation in the Program shall hereinafter be referred to as an “Applicant”.

ii. Each Applicant must be a current undergraduate student at a higher education institution in India.

iii. Students who are in any semester of their undergraduate programme can apply for the Program.

III. How to apply:

i. To apply, eligible Applicants must follow the links and instructions on site “https://fullstack.pupilfirst.org/apply” (“Registration Site”) to submit a Program application form containing all of the required information and content pertaining to the Applicant (“Application Form”).

ii. Application Form shall be submitted any time between 12:01:00 am IST on “1st December 2020”, and 11:59:00 pm IST on “25th December 2020” (“Application Period”). The admissions are on a rolling basis, and so the admissions might close earlier if the seats are filled for the batch.

iii. The Application Form together with any other content submitted by Applicant to Program Entities during this Program are collectively referred to as “Applicant Content.” All Applicant Content must comply with the “Submission Requirements” detailed in the section below and otherwise comply with these Terms.

IV. Submission requirements:

i. Applicant Content must meet all of the following requirements, as determined by Program Entities in their sole discretion, or the associated Application, or Applicant may be disqualified. PLEASE READ THESE VERY CAREFULLY AND FOLLOW ALL INSTRUCTIONS.

ii. Only one (1) Application Form per Applicant is permitted in the Program. In the sole discretion of the Program Entities, they can (although they are in no way obligated to) require an Applicant to resubmit an Application Form if the first submission was not complete.

iii. For purposes of this Program, only Application Forms that are actually received and recorded through the Registration Site on the related servers during the Application Period and which are strictly in accordance with all instructions provided on the Registration Site and these Terms will be considered for selection to the Program. The Program Entities in their sole discretion may accept Application Forms submitted after the Application Period.

iv. Kindly note that when an Applicant’s Application Form has been received and an Applicant is accepted for the next round, the Applicant will receive an official email communication from fullstack@pupilfirst.org. Other proof of submitting or attempting to submit an Application Form (such as, without limitation, printed, saved or copied automated receipt confirming application receipt, a “Thanks for submitting” screen or message) does not constitute proof of actual receipt of the Application Form or acceptance of the same for purposes of this Program.

v. Application Forms that are incomplete, lost, late, misdirected, mutilated, fraudulent, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void.

vi. As a condition of applying to the Program, without limiting any other provision in these Terms, each Applicant gives consent for Program Entities and its agents to obtain and share/submit his/her name, address and other information (without any limitation) and Application Content to third
parties for the purpose of administering this Program and complying with applicable laws, regulations, and rules.

vii. Each Applicant must be in strict compliance with all developer guidelines and code of conduct associated with the Coronasafe projects available at the following link https://www.contributor-covenant.org/version/2.0/code_of_conduct/.

viii. All Applicant Content must be in English.

ix. Applicant must have all necessary permissions and rights to submit the Applicant Content in this Program and agrees to provide Program Entities with written confirmation of those permissions and rights within the given timeframe, if requested.

x. Other than Applicant's own or licensed property or the names, marks and logos of the Program Entities or companies identified by Program Entities (as expressly permitted), Applicant Content must NOT contain any commercial or corporate advertising (including, without limitation, corporate logos, brand names, and slogans), recognizable branded products, or commercial artwork.

xi. All aspects of the Applicant Content must be originally created by and solely owned by or licensed to the Applicant or be in the public domain. All third party content and content unoriginal to the Applicant that is not in the public domain or validly licensed is prohibited.

xii. Applicant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright, including moral rights, patent, trademark, trade secret, or right of privacy or publicity.

xiii. Applicant Content must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, Program Entities or any third party.

xiv. Applicant Content must not contain or describe any harmful or illegal activity or content or in any way violate any central, state, or local laws, rules or regulations.

xv. The Applicant Content must be suitable for presentation in a public forum and shall be true, accurate and updated and must not suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior or use of Program Entities' or any other products or services.

xvi. APPLICATION FORMS MAY NOT BE ACKNOWLEDGED, WILL NOT BE RETURNED AND, IN FACT, MAY BE DESTROYED AT THE SOLE DISCRETION OF THE PROGRAM ENTITIES. APPLICANT NEEDS TO KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF THE APPLICATION FORM AND APPLICANT CONTENT. ANY APPLICATION FORM OR APPLICANT CONTENT THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE TERMS MAY, IN PROGRAM ENTITIES' SOLE DISCRETION, BE DEEMED INELIGIBLE.

V. Participant Selection/Notification:

i. Eligible Applications shall be evaluated by an expert panel of such members as may be determined and formed by the Program Entities from time to time for any or each stage of the Applicant selection ("Judging Panel")

ii. Applicants who have submitted valid, complete Application Forms will be emailed a programming problem within a week of their application. This problem should take anywhere from 4 hours to 2 days to solve. The Applicant has to push this code to a GitHub classroom repository (the details for this will be in the email). Once the solution passes all automatic grading, the Applicant will be marked for grading by the Judging Panel.

iii. The panel will then evaluate the short-listed code, and offer additional points for "additional functionality/innovation" that the Applicant has done towards the solution. The code quality of the
solutions shall also be graded by the Judging Panel to arrive at a final grading. Based on this final grading, the top 40 Applicants will be selected for the Program ("Shortlisted Applicants").

iv. The judges will schedule calls with the Shortlisted Applicants for a telephonic interview and will select 30 Applicants to join the Program.

v. The list of selected Applicants along with their final grades shall be shared with AICTE for approval.

vi. The final results of the selected Applicants will be announced 7-10 days after the close of application/after AICTE has given their approval.

vii. Each of the 30 selected Applicants will be deemed a "Participant" and will be entitled to receive the “Program Benefits” (described below), subject to verification. The entire selection process of 30 Participants is expected to be completed by 02 January 2021.

viii. The Program Entities will attempt to notify by email, phone or other means (as determined by Program Entities in their sole discretion) the Shortlisted Applicants on or around [20 December 2020], and the final selected Participants on or around [30 December 2020]. Please note however, that in order to be deemed a Participant, an Applicant should be in receipt of an official email confirmation from fullstack@pupilfirst.org.

ix. If any notification or other Program-related communication is returned as undeliverable, or if a selected potential Shortlisted Applicant or Participant cannot be reached or does not respond as instructed after Program Entities has attempted to notify that potential Shortlisted Applicant or Participant, that selected Shortlisted Applicant or Participant may be disqualified and an alternate Shortlisted Applicant or Participant may be selected (time permitting and in Program Entities’ sole discretion). Program Entities reserve the right to modify the notification procedures in connection with the selection of any alternate potential Shortlisted Applicant or Participant, if any.

VI. Program Benefits

i. 30 Participants selected from the entire set of Applicants shall be entitled to participate in the Program.

ii. **Program Fees** - There are no fees or charges that Participants have to pay if they are selected to the Program as the cost of the Program is fully sponsored by Micheal and Susan Dell Foundation and Wadhwani Foundation and distributed through Saturn Global Foundation. It is however clarified that the laptop/desktop, printers, software licenses if any, equipment, travel expenses, if any and other all costs and expenses incurred by the Applicants/Participants in relation to submission of the Application Forms and Applicant Content and for participation in the Program shall be borne by the Applicants/Participants themselves.

iii. Participants would be on-boarded on Pupilfirst’s LMS Platform ("Platform") which is a web application hosted by Pupilfirst accessible at https://pupilfirst.school. Once enrolled on the Platform, Participants can undergo the Program online which will be primarily conducted online supported with Human Assistance Learning on an Action Learning (Learning by Doing) method of teaching. Each Participant will have targets to complete and will move across stages.

iv. **Certificate:** Participants who successfully complete the Program would graduate as the National Software Engineering and Design Cadre-Batch of 2021 and shall each be awarded a Program Completion Certificate by AICTE and Pupilfirst.

v. **Internship:** Selected students who successfully graduate from the Program would be offered a six-month remote internship with Corona Safe Network Engineering Team to contribute code to the open-source repository. As the efforts put in by Participants to develop the open-source software during the internship is voluntary in nature toward building resilience of the nation for disaster management efforts, there is no provision for stipend.
vi. **Teaching Assistants**: The best performing students from the Batch of 2021 would be offered roles as "Teaching Assistants" to assist in selection and training of the next cohort of 30 students and the said Teaching Assistants will receive a stipend for the same.

vii. **Badge of Honor**: Students who complete the six-month internship would be issued the *CoronaSafe Badge of Honor Fellowship* for exemplary contribution to national disaster management efforts by CoronaSafe Network.

viii. **Skills Showcase** - CoronaSafe Network is supported by *ACT Grants*, the combined response of Indian venture capitalists and startup entrepreneurs. Students who join the internship program would be given an opportunity to showcase their skills through open-source contributions to engineering teams at organisations which are part of ACT.

ix. **Alumni/Industry Volunteering** - Post completion of internship, interested students can become part of PupilFirst Alumni Network and continue to be part time volunteers who can continue their contribution to CoronaSafe open source repository and continue to contribute to the initiative for building resilience of the nation for disaster management efforts.

VII. **General Rules**

i. Program Entities’ decisions will be final and binding in all matters relating to this Program, including interpretation of these Terms, selection of the Participants, and giving of the benefits.

ii. Failure to comply with these Terms may result in disqualification from the Program.

iii. Applicants further agree not to damage or cause interruption of the Program and/or prevent others from participating in the Program.

iv. Program Entities reserve the right to restrict or void participation from or access to the Platform, any IP address, email address or domain, or device if any suspicious Applicant Content and/or participation is detected.

v. Program Entities reserve the right, in their sole discretion, to void Application Forms or other participation by any person or entity who Program Entities believe has attempted to tamper with or impair the administration, security, fairness or proper play of this Program.

vi. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Program-related materials and these Terms (including any alleged discrepancy or inconsistency within these Terms), it will be resolved by Program Entities in their sole discretion. Participants waive any right to claim ambiguity in the Program or these Terms.

vii. If Program Entities determine (at any time and in their sole discretion) that any Shortlisted Applicants or Participants or potential Shortlisted Applicant or Participant is disqualified, ineligible, in violation of these Terms, or engaging in behaviour that Program Entities deem obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person or entity, Program Entities reserve the right to disqualify such Shortlisted Applicant/Participant or potential Shortlisted Applicant/Participant, even if the disqualified Shortlisted Applicant/Participant or potential Shortlisted Applicant/Participant may have been notified or displayed or announced anywhere.

viii. If the Program is not capable of running as planned for any reason, Program Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Program and these Terms and give the benefits based on eligible Application Forms received prior to cancellation, modification, or suspension, if any, or as otherwise deemed fair and appropriate by Program Entities.

ix. If any person supplies false information, participates or submits Application Forms by fraudulent means, or is otherwise determined to be in violation of these Terms in an attempt to obtain a benefit, Program Entities may disqualify that person (and any Applicant on the behalf of which such
person participated in the Program) and seek damages from him or her and that person may be
prosecuted to the full extent of the law. If any dispute regarding an Application Form cannot be
resolved to Program Entities' satisfaction, such Application Form and the Applicant who submitted
the same will be deemed ineligible.

x.
Participants are to complete the Program within the timelines specified in the "Course Calendar",
which the Participants will be shown/walked through during the Program's orientation program.

xi. Participant agrees that his or her participation in the Program and agreement to these Terms and
submission of the Applicant Content in accordance with these Terms will not violate any agreement
to which Participant is a signatory or party.

VIII. License

i. **License to Applicant Content** - By applying to the Program, each Applicant grants to the Program
Entities (and their agents, successors, and assigns) the irrevocable, transferable, sublicensable,
absolute right and permission to:
(a) use, edit, modify, copy, reproduce, and distribute Applicant Content (including, without
limitation the solutions and codes submitted by the Applicant) in perpetuity and in any
medium (including online and in digital media) in any language, throughout the world, for the
purposes of evaluating Application Forms, Applicant Content, administering and marketing this
Program and for selecting Applicants for internships and teaching assistantships as set out in
these Terms; and
(b) use, publish, post or display his/ her name, photograph, likeness, voice, biographical
information, any quotes attributable to him or her, and any other indicia of persona (regardless
of whether altered, changed, modified, edited, used alone, or used with other material in the
Program Entities' sole discretion) for advertising, trade, promotional and publicity purposes
without further obligation or compensation of any kind to him or her, anywhere worldwide, in
any medium now known or hereafter discovered or devised (including, without limitation, on
the Internet) without any limitation of time and without notice, review or approval, and each
such person releases all Program Entities from any and all liability related to such authorized
uses. Nothing contained in these Terms obligates Program Entities to make use of any of the
rights granted herein and each natural person granting publicity rights under this provision
waives any right to inspect or approve any such use.

ii. **Relationship between Applicant and Program Entities** - Each Applicant hereby acknowledges
and agrees that the relationship between the Applicant and each of the Program Entities is that of an
independent contractor and is not a confidential, fiduciary, or other special relationship, and that
the Applicant's decision to submit his/her/their Applicant Content for purposes of the Program
does not place any of the Program Entities in a position that is any different from the position held
by members of the general public with regard to elements of the Applicant Content other than as set
forth in these Terms.

iii. **Use of similar or identical material by Program Entities** - Each Applicant understands and
acknowledges that the Program Entities have wide access to ideas, applications, text, images, code,
applications, software, and other creative materials. Each Applicant also acknowledges that many
ideas for applications and online services may be competitive with, similar to, or identical to his/her
Applicant Content (including the codes/solutions submitted by the Applicant) and/or each other in
idea, function, components, format, or other respects. Each Applicant acknowledges and agrees that
such Applicant will not be entitled to any compensation as a result of any Program Entities' use of
any such similar or identical material that has or may come to such Program Entity from other
sources.
iv. No duty or liability towards Applicant - Each Applicant acknowledges and agrees that Program Entities do not now and will not have in the future any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of the Applicant’s patent, copyright or other proprietary rights in and to his/her/their Applicant Content, including the Solution contained or described therein. Each Applicant acknowledges that, with respect to any claim by Applicant relating to or arising out of a Program Entity’s actual or alleged exploitation or use of any Application Content or other material submitted in connection with the Program, the damage, if any, thereby caused to the applicable Applicant will not be irreparable or otherwise sufficient to entitle such Applicant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of Program Entities’ application, service or other property, and Applicant’s rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

VIII. LIMITATION OF LIABILITY, INDEMNITY & DISCLAIMER OF WARRANTIES

i. To the maximum extent permitted by any mandatory provisions of applicable law, the Program Entities exclude from these terms all conditions, warranties, and terms implied by statute, general law, or custom. Each Applicant agrees to release, hold harmless, and indemnify (i.e., defend and/or reimburse) the Program Entities from any liability whatsoever (except those that cannot be statutorily excluded) for injuries or damages of any kind sustained in connection with the participation in the Program, submission of Applicant Content or availing of any program benefits. Each Participant agrees that the Program and benefits are provided as-is without any warranty, representation, or guarantee (express or implied, in fact or in law), whether now known or hereinafter enacted and agrees that the Program Entities are not responsible in any way for any additional expenses, omissions or delays.

ii. Any attempt to damage any online service or website or undermine the legitimate operation of the Program violates criminal and civil laws. If such an attempt is made, Program Entities may disqualify any Applicant making such attempt and reserves the right to seek damages to the fullest extent permitted by law.

iii. ADDITIONAL DISCLAIMERS - The Program Entities are not responsible and/or liable for any of the following, whether caused by a Program Entity, the Applicant or by human error (except to the extent the same cannot be excluded by law):

(a) Application Forms made by illegitimate means (such as, without limitation, by an automated computer program);
(b) any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, messenger message, or Program-related correspondence or materials;
(c) any error, omission, interruption, defect, or delay in transmission or communication;
(d) viruses or technical or mechanical malfunctions;
(e) interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Terms, in any Program-related advertisements, or other materials;
(f) failures of electronic equipment, computer hardware, or software;
(g) lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications) technical or human error which may occur in the administration of the Program or the processing of Application Forms;

(h) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Applicant’s participation in the Program or receipt or use of any benefits;

(i) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person’s email account, voicemail inbox or Messenger message account, to receive, email, voice messages or Messenger messages. Program Entities are not responsible, and may disqualify an Applicant, if any contact information provided by the Applicant does not work or is changed without giving prior written notice to Program Entities.

IX. Miscellaneous

i. Disputes/Governing Law: This Agreement shall be construed, governed by, interpreted and applied in accordance with the laws of India. The courts in Delhi, India shall have jurisdiction over all matters relating to this Agreement.

ii. Force Majeure: Without limiting any other provision in these Terms, the Program Entities are not responsible or liable to any Applicant (or any person claiming through such Applicant) for failure to supply a benefit or any part thereof in the event that any of the Program activities or Program Entities’ operations or activities are affected by any cause or event beyond the sole and reasonable control of the Program Entities, including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurgency, riot, epidemic or pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labour dispute or strike (whether legal or illegal), labour or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

iii. Notices: The Program Entities may provide Applicants with notices, including those regarding changes to the Terms, by email, regular mail, postings on the Platform, or other reasonable means. Notice will be deemed given twenty-four hours after email is sent, unless the Program Entities are notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by an Applicant in the Application Form. In such a case, notice will be deemed given three days after the date of mailing. Notice posted on the Platform is deemed given 30 days following the initial posting.

iv. No Waiver: The failure of the Program Entities to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms by the Entities will be effective only if in writing and signed by the Program Entities.

v. Severability: If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

vi. Assignment: The Terms and any rights and licenses granted hereunder, may not be transferred or assigned by an Applicant without the Program Entities’ prior written consent, but may be assigned by the Program Entities without consent or any restriction. Any assignment attempted to be made in violation of the Program shall be null and void.

vii. Survival: Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration.
viii. **Headings:** The heading references herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.