

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered on the 4th day of September in 2023 (herein referred to as the "Effective Date") into by and between:

National Institute of Electronics & Information Technology (NIELIT) Delhi Center 2nd Floor, Parsvnath Metro Mall, Near Inderlok Metro Station, New Delhi, Delhi 110052 (hereinafter referred to as "NIELIT Delhi Center")

And

CreatorOS Software Solutions Pvt Limited located at SY:11 WeWork Krishe Emerald, Laxmi Cyber City, Whitefields, Hyderabad, India -500081 (hereinafter referred to as "CreatorOS").

Parties may be referenced individually as "Party" and collectively as "Parties".

WHEREAS, National Institute of Electronics & Information Technology (NIELIT) is an Autonomous Scientific body under the Ministry of Electronics & Information Technology (MeitY), Government of India and working with a mission of creating skilled manpower in the areas of Electronics, Computer Science, Information Technology and other related disciplines for making available industry ready professionals as well as to promote e-learning. NIELIT has a network of 47 Centers across India and NIELIT Delhi Center is one of its Centers.

WHEREAS, CreatorOS is a Web3 Product development and research company that works on building developer infrastructure products including Questbook, a grants management system used by some major Layer 1/Layer 2 web3 protocols and Reclaim Protocol, a cryptographic infrastructure that helps users generate verifiable credentials from their user data online

WHEREAS, NIELIT Delhi Center desires to leverage CreatorOS expertise in Web3 to improve NIELIT's Web3 course curriculum and to rollout Web3 courses to 5000 students across the country

WHEREAS, CreatorOS desires to become core contributor of NIELIT Delhi Center's mission of promoting Web3 education and also to help NIELIT Delhi Center in drafting emerging technology policy reports



S.K. Dhruvacharya



Swikarsha

WHEREAS, Parties collectively desire to enter into this MOU to memorialize the terms and conditions of their anticipated collaboration.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

A. Purpose

The purpose of this MOU is to establish a good-faith foundation between the Parties for future collaborative efforts that are mutually beneficial. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party's individual desires and the collective desires of the partnership. This MOU is designed to detail the specifics of the working relationship between the Parties to vet the success of the potential business collaboration. This MOU does not obligate the Parties to provide funds or payment. This MOU does not bind Parties to any legal obligations.

B. Roles and responsibilities

To achieve Parties' mutual desires, each party agrees to the following roles and responsibilities:

CreatorOS responsibilities would include:

- a. Providing a curriculum to train developers in Web3 development
- b. Helping build course content and structure for projects to simulate real-life web3 projects
- c. Providing initial training for 3 Web3 instructors of NIELIT
- d. Acting as a thinktank to NIELIT Delhi Center in drafting emerging technology reports and policy recommendations to the Govt. of India
- e. Using Reclaim Protocol to generate verifiable credentials for the certificate issued to all the applicants who have completed the Web3 curriculum provided by NIELIT Delhi Center

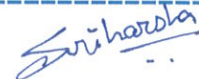
NIELIT Delhi Center responsibilities would include:

- a. Identifying the instructors who can be trained in Web3 curriculum for 1-2 weeks
- b. Providing access to the various NIELIT systems and facilities to CreatorOS for delivering on their responsibilities on mutually agreed terms.
- c. Obtaining necessary approvals to launch the Web3 curriculum, issue certificates and provide verifiable credentials to the candidates who complete the Web3 courses offered by NIELIT.

Parties agree to uphold their roles and responsibilities in a committed, good-faith manner.



S.K. Duvandhar



Srichandra

Parties agree to periodically meet/correspond (at least once a month) to track the progress of the deliverables and discuss any deviations to the MOU.

C. Resources

CreatorOS shall be undertaking this project pro-bono and shall not be charging any service fee for delivering on the above-mentioned deliverables. CreatorOS shall provide a dedicated program manager who will be responsible to ensure timely execution of the deliverables.

NIELIT Delhi Center agrees to assign a Coordinator to oversee this engagement and to work with CreatorOS, in case of any hindrances to execution or modifications to the plan. The coordinator shall also assist CreatorOS with their request for resources as long as they are reasonable.

In case CreatorOS brings in external resources to train NIELIT Delhi Center trainers beyond 2 weeks or to help in launching the Web3 certification programs, CreatorOS would bring up those expense estimates ahead of time (at least 2 weeks) for NIELIT Delhi Center to consider and approve such expenses for reimbursement as per NIELIT's policy.

CreatorOS Program Manager shall work with the Coordinator to publish monthly progress reports on the MOU deliverables.

D. Media Coverage

NIELIT Delhi Center and CreatorOS agree to recognize and share details of the current partnership and MOU regularly on various media channels including Press, social media and on their respective websites.

Both Parties express no reservations in sharing the details of the MOU with external parties and any such reservations in future shall be mutually discussed, resolved and documented.

E. Timelines

The following are the deliverables will be achieved as per timelines agreed to between the Parties:

- Signing the MOU
- Combined Press Release about the MOU



- Submission of the Web3 Curriculum draft
- Training 3 NIELIT trainers on Web3 Curriculum
- Submission of 1st report on emerging technologies
- Submission of 2nd report on emerging technologies

In case of any delays in the timelines of the above deliverables, CreatorOS Program Manager shall make a reasonable request with the Coordinator and the Coordinator shall work with the Program Manager on revised timelines.

F. Changes

This MOU may only be modified or amended by the Parties with the express written consent of the Parties themselves. The Parties must engage in a good-faith negotiation before making any significant changes to the Project from how it was described in the proposal.

Any modifications to the MOU, including those pertaining to any timeframes, will be detailed in writing. Upon giving the other Party 30 days' prior notice, each Party may submit a written petition to renegotiate the MOU.

G. 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.

H. Governing Law and Dispute Resolution:

This MOU shall be governed by and constructed in accordance with the laws of India

- (a) The Parties shall attempt to amicably settle all disputes arising out of this MoU and the



obligations hereunder (“Dispute”). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between CreatorOS and NIELIT Delhi Center in connection with this MoU shall be referred to the designated officials of CreatorOS and NIELIT Delhi Center for mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either CreatorOS or, NIELIT Delhi Center, delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof (“Arbitration Act”). If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, then either party can approach the Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

- The arbitration proceedings shall be conducted in English;
- The place of arbitration shall be at Delhi;
- In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction;
- The costs of arbitration shall be borne as determined in the arbitration award; and
- The decision of the arbitrator(s) shall be final and binding on the Parties.

I. Entire Agreement

The Parties agree this MOU represents the most current agreement between the Parties and supersedes all other written or oral agreements. If Parties wish to update the terms or otherwise adjust provisions of this MOU, Parties shall do so by the drafting and signing of a new MOU or partnership contract or by creating an addendum to this MOU.

This Agreement shall be in force for a period of twelve months from the date of the final Party's signature. This Agreement's provisions are all applicable as defined under the statutory powers.



S.K. Shrivastava



Sushanta

J. Breach of MOU


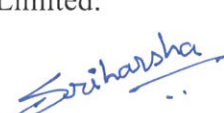
In the event that either Party violates the terms of this MOU in a way that can be corrected, the other Party shall have the right to request of the Party violating the terms to correct the violation within fifteen days from the day of the notice, neglecting which the violation will be considered to be a tangible violation and shall give the Party requesting correction the right to rescind this MOU for tangible violation.

K. Term and Termination


This MOU is operative once signed by all Parties and will continue unless prematurely canceled by one of the following: upon 3 months' written notice from one Party to the others; upon all Entities' permission; or at the good faith request of any Entity if the other Parties violate the MOU's terms. Nevertheless, any such voluntary termination for good cause must first be preceded by written notice of the claimed non-compliance and a 30-day period in which to cure; or upon the registration of any Party's bankruptcy or liquidation.

This agreement shall be effective from the Effective Date of this MOU until 31-Aug-2024. Both Parties may terminate this MOU by means of signing a termination addendum.


The undersigned Parties acknowledge and agree to this MOU:

<p>For NIELIT Delhi Center:</p>  <p>Dr. Sanjay Kumar Dhurandher Executive Director National Institute of Electronics & Information Technology (NIELIT) Delhi Center</p>	<p>For CreatorOS Software Solutions Pvt Limited:</p>  <p>Sh. Sriharsha Karamchati Founder & Director CreatorOS Software Solutions Pvt Ltd</p>
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Witness:


(SHEETAL CHOPRA)
Addl. Director, NIELIT.

Witness

 4/9/23
Divyanshu Dagar
Founder's Office
CreatorOS