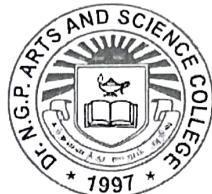


MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



Dr. N.G.P ARTS AND SCIENCE COLLEGE

Department of Computer Applications

(An Autonomous Institution, Affiliated to Bharathiar University, Coimbatore)
Approved by Government of Tamil Nadu & Accredited by NAAC with A++ Grade (3rd Cycle - 3.64 CGPA)
Dr. N.G.P. - Kalappatti Road, Coimbatore – 641 048, Tamil Nadu, India

&



Zoho Corporation Pvt. Ltd.
Plot No. 140 & 151, Estancia IT Park, GST Road,
Vallancheri Village,
Chengalpet District, 603 202

FOR

SKILL DEVELOPMENT and ACADEMIC COLLABORATION

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on 21-Nov-2025 ("Effective Date") by and between Zoho Corporation Pvt. Ltd. having its principal place of business at Plot No. 140 & 151, Estancia IT Park, GST Road, Vallancheri Village, Chengalpet District, 603202 and its affiliates (hereinafter "Zoho") and Dr. N.G.P. Arts and Science College, having its principal place of business at Dr. N.G.P. Arts and Science College, Dr. N.G.P. - Kalapatti Road, Cimbatore - 641 048, Tamil Nadu, India (hereinafter "Educational Institute").

WHEREAS

- i. Zoho is engaged in the business of developing, marketing and selling its proprietary cloud software services.
- ii. Educational Institute offers a wide range of programs to students in various fields.
- iii. Zoho has launched 'Young Creators Program', an initiative through which Zoho desires to collaborate with educational institutions and skill development institutions to empower students and young aspirants use and customize enterprise applications using Zoho Creator.
- iv. Educational Institute desires to offer a course on Zoho service(s) specified in the Exhibit ("Zoho Service") as an elective and provide training on Zoho Services to students who enroll in the course ("Registered Students").
- v. Parties are entering into this MOU to set forth the terms and conditions for the aforementioned engagement.

1. Training to Faculties

- 1.1. As part of this partnership, Zoho will conduct training for interested faculties of the Educational Institute ("Faculties") and Registered Students on the Zoho Service.
- 1.2. In order to successfully complete training on the Zoho Service, a Faculty from the Educational Institute needs to obtain a minimum score in the final assessment conducted by Zoho and has to conduct demo sessions in the presence of Zoho training panel to demonstrate proficiency in delivering content relating to the Zoho Service. If a Faculty meets the qualifying score and successfully conducts the demo sessions to the satisfaction of Zoho, Zoho will certify such Faculties as "Zoho Certified Trainers". Zoho reserves the right to modify the certification criteria at any time and at its sole discretion.
- 1.3. The Educational Institute shall ensure that only Zoho Certified Trainers provide further training to Registered Students.

1.4. Details of the training for Faculties and Registered Students by Zoho, such as the duration, nature of the assessments tests and the certifying process will be mutually agreed between the Educational Institute and Zoho.

2. Training to Registered Students

- 2.1. Educational Institute shall provide subsequent training to Registered Students on Zoho Service only by engaging Zoho Certified Trainers.
- 2.2. Educational Institute must keep Zoho informed about the list of Registered Students who are offered training on Zoho Service.
- 2.3. Upon completion of training, the Educational Institute will conduct assessment test(s).
- 2.4. A Registered Student who has completed training will be required to achieve such minimum score in the applicable assessment test(s) as may be specified by Zoho in order to qualify for certification by Zoho ("Student Certification Criteria"). Zoho reserves the right to modify the Student Certification Criteria, at any time and at its sole discretion.
- 2.5. Zoho will issue certificates to Registered Students who have successfully cleared the applicable assessment tests.
- 2.6. Registered Students who have failed to clear the assessment test(s) may re-appear for the assessment test.
- 2.7. Details of the training for Registered Students, such as the duration, nature of the assessments tests and the certifying process will be mutually agreed between Educational Institute and Zoho.

3. Licenses and License Grant.

- 3.1. Zoho shall provide each Faculty and Registered Student with a demo license of Zoho Services for a period of one (01) year from the date of commencement of the training. Educational Institute shall communicate to Zoho the number of demo licenses of the Zoho Service required for the Faculties and Registered Students in order for Zoho to provide licenses. Educational Institute understands that the licenses shall be provided only to Faculties or Registered Students who possess a valid Educational Institute domain email id.
- 3.2. Subject to the terms and conditions of this MOU, Zoho hereby grants the Educational Institute (i) non-exclusive, non-sublicensable and non-transferable demo licenses for the Zoho Service to be used solely for the purpose of training under this MOU; and (ii) a non-exclusive, non-sublicensable, non-transferable, limited license to provide individual user licenses to Registered Students.

- 3.3. Educational Institute hereby agrees and acknowledges that the Zoho Service shall only be used for educational purposes in connection with this MOU.
- 3.4. Educational Institute shall bear full responsibility for any actions undertaken by Registered Students within their respective accounts. Educational Institute acknowledges its obligation to deactivate individual user accounts and revoke access to the Zoho Service for Registered Students who will no longer be affiliated with the Educational Institute.
- 3.5. In the event that a Registered Student discontinues education in the Educational Institute or discontinues from the training on Zoho Service, the Educational Institute shall disable such student's access to Zoho Service and shall communicate to Zoho in writing.
- 3.6. Educational Institute understands that it shall be the sole responsibility of the Educational Institute to address Registered Students' queries with respect to the Zoho Service.

4. Course Materials

- 4.1. Zoho hereby grants the Educational Institute a non-exclusive, royalty-free, non-transferable license to use all published materials relating to the Zoho Service available at Zoho's website ("Zoho Material") to develop course material for the training ("Course Material") and to use the developed Course Material during the term of this MOU for the purposes of this MOU, provided that the Educational Institute shall ensure that any content in the Course Material incorporated from or based on Zoho Material shall be recognized by an acknowledgement or attribution statement specifying that such contents were licensed by Zoho and used by the Educational Institute.
- 4.2. In consideration of the license granted by Zoho with respect to the published materials as specified in section 4.1, Educational Institute hereby agrees to provide Zoho a copy of all Course Materials developed by the Educational Institute and hereby permits Zoho to share, use and modify the Course Materials and to permit other educational institutions to use part or whole of the Course Material subject to attribution to the Educational Institute by an acknowledgement or statement specifying that the Course Material was developed by Educational Institute.

5. Costs.

This MOU shall be executed at no extra cost or financial burden on either party and each party shall bear its own costs and expenses in fulfilling its obligations under this MOU.

6. Trade Marks.

- 6.1. Zoho hereby grants Educational Institute a non-exclusive, non-transferable license, without the right to sub-license, to use or display the Zoho trademark including the name Zoho and Zoho logo on Educational Institute's website, press releases and other publicity materials; provided that any use of the Zoho trademark including the name and logo must be made in accordance with the trademark usage guidelines, if any, and be used solely for the purposes of this MOU.
- 6.2. Educational Institute hereby grants Zoho a non-exclusive, non-transferable license, without the right to sub-license, to use or display the Educational Institute's trademark including the name of Educational Institute and Educational Institute's logo on Zoho's website, press releases and other publicity materials; provided that any use of Educational Institute's trademark including the name and logo must be made in accordance with the trademark usage guidelines, if any, and be used solely for the purposes of this MOU.

7. Disclaimer of Warranties

ZOHO DISCLAIMS WARRANTIES OF ALL KINDS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED USE AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION OBTAINED BY EDUCATIONAL INSTITUTE FROM ZOHO OR FROM ANY THIRD PARTY SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS MOU. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

8. Limitation of Liability

IN NO EVENT WILL ZOHO BE LIABLE TO THE EDUCATIONAL INSTITUTE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY FORM OR THEORY OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, EQUITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OVERHEAD, DAMAGES FOR LOSS OF GOODWILL, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES IN CONNECTION WITH EDUCATIONAL

INSTITUTE'S USE OR INABILITY TO USE THE ZOHO SERVICE EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY CLAIM OR ACTION ARISING OUT OF THIS MOU EXCEED RUPEES TEN LAKHS (INR 10,00,000).

9. Term and Termination.

- 9.1. The term of this MOU shall commence as of the Effective Date and shall continue for a period of one (01) year and may thereafter be reviewed and renewed upon mutual agreement of the parties.
- 9.2. Either party may terminate this MOU for material breach of any of the terms of this MOU by the other party, if such breach is not cured by the other party within thirty (30) days of written notice by such party informing the other of such breach.
- 9.3. Educational Institute may terminate this MOU for convenience upon a written notice of ninety (90) days to Zoho.
- 9.4. Upon termination, Educational Institute shall i) cease use of the Zoho Service and; ii) cease use of Zoho Materials. Parties shall cease use of the other party's trademarks upon termination.

10. General

- 10.1. This MOU constitutes the entire agreement between the parties, and supersedes all prior communications, understandings or agreements between the parties.
- 10.2. Neither party shall assign, delegate, or otherwise transfer this MOU or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment in derogation of this provision will be void.
- 10.3. Any waiver or modification of this MOU shall only be effective if it is in writing and signed by both parties hereto.
- 10.4. If any part of this MOU is found invalid or unenforceable, the remainder shall be interpreted so as to reasonably effect the intention of the parties.
- 10.5. This MOU is governed by the laws of India.
- 10.6. In case any dispute should arise between the parties relating to this MOU, the parties shall use reasonable endeavours to settle the matter amicably. Any dispute which the parties are unable to resolve through amicable settlement will be submitted to the exclusive jurisdiction of the Courts in Chennai.

THE PARTIES HAVE CAUSED THIS MOU TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE EFFECTIVE DATE.

Zoho Corporation Pvt. Ltd

Signature: Badrinath Rajan

Name: Badrinath Rajan

Title: Finance Manager

Date: 21-Nov-2025

Educational Institute

Signature: S. Saravanan

Name: Dr. S. Saravanan

Title: Principal

Date: 29-Nov-2025

Exhibit A
Zoho Services

i) Zoho Creator

Note:

In addition to Zoho's General Terms of Use, terms and conditions specific to use of the Zoho Services listed above in this Exhibit shall be applicable ("Service Specific Terms"). In the event of a conflict between Zoho's General Terms of Service and Service Specific Terms, the Service Specific Terms shall prevail.