

# PRAM Educate IT Software LLP

36-5-65/1, Nagendra Nagar, Pydiparru, Tanuku, West Godavari District,  
Andhra Pradesh 534211 INDIA

Email: [contact@pram.education](mailto:contact@pram.education) Mobile: 88 97 25 15 15

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## Memorandum of Understanding (MOU)

**This MOU** is entered into as of **<Date>**, by and between **PRAM Educate IT Software LLP** ("PRAM"), a corporation organized and existing under the laws of Andhra Pradesh, India, with its principal office located at Tanuku, Andhra Pradesh, India, and **<Institute Name>** ("Institute"), an educational institute organized and existing under the laws of **<State, Country>**, located at **<Address>**.

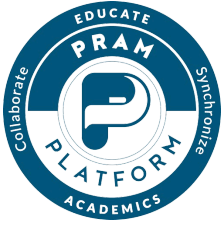
### Purpose

PRAM offers an advanced cloud-based Educational ERP system (the "ERP") designed to enhance the management of educational institutions. Under the terms of this MOU:

- PRAM agrees to provide the ERP and Mobile App access to the Institute and its Faculties/Teachers/Professors at **NO COST for a lifetime**, subject to compliance with the terms outlined herein.
- PRAM shall provide training on the usage of its ERP and Mobile Application at no cost to the users. This training is offered solely to facilitate the effective use of the ERP and Mobile Application and does not constitute any additional service or obligation beyond the scope of the platform's functionality.
- The ERP is granted solely for legitimate and professional use to support the administrative, academic, and operational functions of the Institute.

### Responsibilities of the Institute

1. **Data Integrity:** The Institute shall ensure that all data uploaded to the ERP is accurate, complete, and updated regularly. The Institute shall refrain from uploading content that is defamatory, obscene, fraudulent, or otherwise unlawful.



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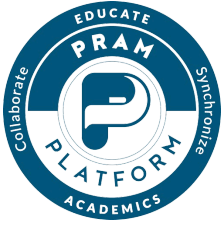
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2. **Training and Onboarding:** The Institute will ensure that all designated staff, faculty, and students are trained to use the mobile app effectively and PRAM will provide necessary resources for onboarding.
3. **App Engagement:** The Institute shall encourage its staff, students, and parents to download and actively use the "PRAM Edu" mobile application.
4. **Compliance with Policies:** The Institute agrees to comply with PRAM's Terms of Use and Privacy Policy available at [www.pramedu.com](http://www.pramedu.com)
5. **Confidential Information:** The Institute will not use PRAM's proprietary software, algorithms, or tools for any purpose other than as intended under this MOU.

## PRAM's Rights and Responsibilities

1. **System Monitoring:** PRAM reserves the right to monitor system usage to ensure compliance with this MOU. Any misuse, including uploading unauthorized data, overburdening the system, or using the ERP for non-educational purposes, may lead to suspension or termination of access.
2. **System Updates and Maintenance:** PRAM shall provide system updates, enhancements, and bug fixes as part of its standard service. However, temporary downtime for maintenance shall not be considered a breach of this MOU.
3. **Data Security:** PRAM shall implement reasonable security measures to protect data stored on the ERP. However, PRAM shall not be held liable for unauthorized access due to Institute's negligence, such as weak passwords or failure to restrict access.
4. **Optional Paid Services:** "PRAM reserves the right to introduce and offer additional premium features or services on a subscription basis directly to students and



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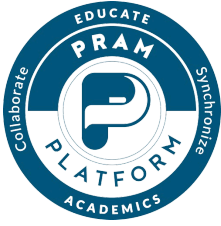
parents. Educational institutions hereby acknowledge and agree that they shall raise no objection to PRAM offering such premium features or services. It is further affirmed that the ERP system and mobile application provided to faculty, teachers, professors, and educational institutions shall remain free of cost at all times."

## Limitation of Liability and Indemnification

1. **Limitation of Liability:** PRAM's total liability under this MOU shall not exceed the amount of ₹1,000 (Indian Rupees) or equivalent local currency, regardless of the number or nature of claims.
2. **Indemnification by Institute:** The Institute agrees to indemnify PRAM for any claims arising from:
  - a. Data breaches due to the Institute's failure to secure its login credentials or systems.
  - b. Violations of intellectual property laws by the Institute.
  - c. Non-compliance with any applicable local or international regulations.
3. **Disclaimer of Warranties:** PRAM expressly disclaims any warranties of merchantability, fitness for a particular purpose, or non-infringement.

## Termination Clauses

1. **Termination for Non-Compliance:** PRAM may terminate this MOU immediately if the Institute engages in activities that:
  - a. Violate the terms of this MOU.
  - b. Cause reputational or financial harm to PRAM.
2. **Data Retention Post-Termination:** Upon termination, PRAM shall provide a 30-day period for the Institute to export its data. After this period, PRAM reserves the right to delete all data permanently.



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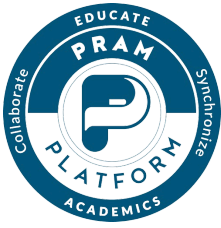
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## Miscellaneous

- 1. Prohibited Activities:** The Institute shall not:
  - a. Reverse engineer, decompile, or disassemble the ERP software.
  - b. Use the ERP for commercial purposes beyond the scope of academic management.
  - c. Introduce any malicious software, viruses, or disruptive elements into the system.
- 2. Audit Rights:** PRAM reserves the right to conduct periodic audits of system usage to ensure compliance with this MOU.
- 3. Ownership of Intellectual Property:** All rights, titles, and interests in and to the ERP, including but not limited to source code, algorithms, designs, trademarks, and proprietary tools, shall remain the exclusive property of PRAM. The Institute acknowledges that it receives only a limited, non-transferable license to use the ERP under the terms of this MOU.
- 4. Data Ownership:** Data entered by the Institute remains the property of the Institute. However, PRAM shall retain anonymized, aggregated data for analytics, improvements, and reporting purposes, in compliance with applicable data protection laws.
- 5. Force Majeure:** PRAM shall not be liable for any delay or failure to perform its obligations under this MOU due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, cyberattacks, or government restrictions.



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6. **Third-Party Liability Disclaimer:** PRAM shall not be held liable for disputes, claims, or damages arising from third-party integrations or the misuse of features by external users.
  7. **Governing Language:** This MOU is executed in English. In case of translation discrepancies, the English version shall prevail.
  8. **Survival of Obligations:** Any obligations relating to confidentiality, indemnification, intellectual property, and liability limitations shall survive the termination of this MOU.
  9. **Notices:** Any notices under this MOU shall be sent in writing to the respective addresses of the parties as mentioned above.
  10. **No Partnership or Agency:** This MOU does not create a partnership, agency, or joint venture between the parties.
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**IN WITNESS WHEREOF**, the parties hereto have executed this MOU as of the date first above written.

For **[Institute Name]**

Signature:

Name:

Title:

Date:

For **PRAM Educate IT Software LLP**

Signature:

Name: Ravi Kyrām

Title: Director

Date: