

MASTER AGREEMENT BETWEEN WILEY & IIT MANDI

This Master Agreement (hereinafter referred to as the "**Agreement**") is made, entered into and executed at New Delhi as of this 26th Day of NOVEMBER 2020 (hereinafter referred to as the "**Effective Date**"),

BY AND BETWEEN:-

WILEY INDIA PRIVATE LIMITED, a Private Limited Company duly incorporated and registered in India under the Companies Act, 1956, bearing Corporate Identification No. (CIN) U74899DL1999PTC099286 and having its Registered Office situated at 4436/7, Ansari Road, Daryaganj, New Delhi – 110002, through its authorized representative, **Managing Director, Mr. Vikas Gupta** (hereinafter referred to as "**Wiley**", which expression shall unless it be repugnant to the context or meaning hereof, be deemed to mean and include its successors, administrators, executors, representatives and permitted assigns) of the **FIRST PART/Party**;

AND

INDIAN INSTITUTE OF TECHNOLOGY, MANDI, having its Registered Office / Campus at Kamand Campus, VPO Kamand, District Mandi, Himachal Pradesh, India - 175075, through its authorized representative, **Dean (SRIC & IR), Dr. Venkata Krishnan** (hereinafter referred to as "**Partner**", which expression shall unless it be repugnant to the context or meaning hereof, be deemed to mean and include its successors, administrators, executors, representatives and permitted assigns) of the **SECOND PART/Party**. **WHEREAS:-**

Partner and Wiley share a common goal of preparing and educating students by providing effective skill development in field of analytics, new technologies and other emerging skill areas. To further that goal, Partner and Wiley desire to market, promote and offer on a non-exclusive basis, various blended learning courses by the Partner (comprised of both face to face sessions and online learning materials) ("**Courses**") (as outlined in **Clause III**, below), in accordance with the terms and conditions set out below.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, Partner and Wiley hereby enter into the following Agreement:

I. Master Agreement and Exhibits

The Parties agree to enter into separate exhibits to this Agreement for each Course which will be launched under this Agreement (each an "Exhibit"), which Exhibits shall set out the Courses to be offered, the responsibilities of each party, and the financial terms of each Course.

II. Term and Termination:

The Term of the Agreement will be for 3 (THREE) years commencing from the date of signing the document. If needed, the Agreement may be extended for another period of time based upon mutual discussion between both parties.

Either party may terminate this Agreement and any Exhibit under this Agreement without any cause and without any reason, at any time, upon 6 (Six) months of written notice to the other party. However, it is hereby clarified that in no event shall any such termination be effective until the ongoing Courses are completed.



In addition, either party may terminate this Agreement and any Exhibit under this Agreement upon thirty (30) days written notice if the other party defaults under the terms of this Agreement and fails to cure the default within such thirty (30) day period. Upon termination, all balances owed must be paid within ten (10) business days. The defaults may include the discovery or coming to know of any violation/infringement of copyrights, trademarks and other intellectual property rights of the owning party.

Partner and Wiley shall remain liable for all obligations and shall be entitled to all rights accruing prior to termination as well as those obligations and rights which survive the termination or expiration of this Agreement, including without limitation distributions earned prior to such expiration or termination.

III. Courses:

Partner may help Wiley to develop and offer New & Emerging Skill based Courses asset out in Exhibit A and any further Exhibits which may be mutually agreed ("**Courses**"). The Parties acknowledge that each student who enrolls in the Courses will receive licensed access to Wiley's online learning platform (WileyNXT Platform) and other Wiley content (Online Content / Digital Courseware, as may be applicable) as may be set out in the Exhibit ("**Wiley Product**") for the relevant Course.

IV. Obligations of the Parties:

Partner and Wiley represent that they do not discriminate in admission or access to, or treatment or employment in, their programs and activities, on the basis of age, color, disability, national origin, race, religion, sex, sexual orientation, or veteran status.

Partner shall make reasonable efforts to promote the Courses. Partner hereby acknowledges it is not an agent of Wiley and Partner shall not enter into any contracts, obligations or understandings, or make representations, on behalf of Wiley.

Wiley hereby grants to IIT Mandi free access, and to each student who has enrolled in the Course upon payment of requisite fee for the same a Non-Exclusive, Non-Transferable, Non Assignable, Non Sub-Licensable and Limited License to use and access the Wiley Product for the Course subject to the terms of this Agreement.

It is hereby agreed between the parties that Wiley will provide one student Course license for the Wiley Product for each individual student. Each student will receive full online and digital access to the Wiley Product through their account as detailed in the Exhibit.

The price of the Courses delivered along with Wiley Product should be fixed with mutual consultation of both the parties. Partner can't promote, market or offer the Wiley Product as standalone product or courses in offline or online mode.

All Partner students enrolled in the Courses and who have licensed access to the Wiley Products will receive limited period access (from date of activation) as set out in the Exhibit. Student access to the Wiley Products shall be conditional upon the student's acceptance of the standard platform end-user license agreement for the Wiley Products.



Partner agrees and understands that Wiley can only engage in B2B sales of the Product in India. Thus, Wiley may appoint one or more Distributors / Re-Sellers to market, promote and re-sell the Courses and Wiley Product to businesses (B2B Sales) and to individual candidates (B2C Sales).

Partner hereby agrees, acknowledges and undertakes that during the currency of this Agreement, Partner will not enter into transactions of a similar nature of duration of 4 months or more as have been contemplated in this Agreement, - nor enter into any engagements, agreements or transactions relating to the courses as are covered under this Agreement or which may be added in future with other Publishers and Ed-Tech Companies. However, it is hereby clarified that this Clause will not be applicable in respect of existing courses which Partner is already offering with other Publishers and Ed-Tech Companies at the date of signing this Agreement. Also, this Clause will not be applicable in respect of Government of India education initiatives such as NPTEL, SWAYAM, etc.

All other responsibilities of the Parties as to each individual Course shall be set out in the relevant Exhibit.

V. Pricing, Payment and Advertising:

Commercial terms shall be such as are set forth in **Exhibit A**, or any other Exhibit which may be added or amended later on with mutual consent of the parties. Each student enrolled in the Course will receive a unique username and password. The Partner will take necessary steps to ensure that the same username and password is not used by multiple users. The price for each individual license shall remain valid for a limited period only from the date of activation. The price of the Courses one year after the Effective Date shall be determined by mutual agreement between the parties no later than three months prior to the first anniversary. Both parties will further assess the pricing schedule and course structures outlined in Exhibit A, following the completion of the initial courses.

Partner hereby grants Wiley permission to use its name in advertising the course offering, as approved in writing by Partner. Partner shall not unreasonably withhold approval of the advertising and shall provide Wiley with its decision to approve the advertising within ten (10) business days of written notification of the advertising.

Wiley hereby grants Partner permission to use the Wiley, Wiley Online Training, and other relevant names in advertising the course offering. This will include use of branding and logos, provided by Wiley upon request. Partner agrees that promotional and advertising material for all Courses using the Wiley Products shall prominently feature Wiley names and logos. All uses of the Marks shall be in accordance with Wiley's trademark and branding guidelines and inure to the benefit of Wiley.

Promotional materials are subject to prior review and approval by both parties, such approval shall not be unreasonably withheld or delayed.

Partner and Wiley agree that they shall in good faith market, promote and advertise the Courses to create a market for the Courses.

VI. Confidentiality:

Partner and Wiley recognize that each other's business and continued success depend upon the use and protection of confidential business information. For purposes of the Agreement,



Information is defined, for both parties, as any and all nonpublic, confidential or proprietary information of either party, including without limitation, information in each party's coursework, and any analyses, compilations, studies, business plans and marketing strategies, information concerning existing and prospective markets and customers; financial information; information concerning the development of new products and services; trade secret information; and technical and non-technical data related to designs, specifications, compilations, inventions, improvements, methods, processes, procedure, techniques or other documents prepared by or on behalf of either party and based in whole or in part on nonpublic, confidential or proprietary information of the other party. All Information disclosed by either party to the other will be kept confidential by the recipient and shall not, without the discloser's prior written consent, be disclosed by the recipient, its agents or employees, in any manner whatsoever, in whole or in part.

Partner and Wiley and their employees and agents shall treat the Information as confidential and not disclose the Information to any person, firm, association, partnership, corporation or other entity, in whole or in part, except as expressly permitted by this Agreement. Partner and Wiley agree that during the term of this Agreement, and after its termination, to use Information only for the benefit of the owning party and to not, directly or indirectly, use or divulge, any Information for any reason, except as authorized by the owning party. Partner and Wiley agree to deliver to the other immediately upon termination of this Agreement, or at any time the owning party requests, all tangible items containing any Information (including without limitation, all memoranda, photographs, records, reports, manuals, prototypes, notes taken or provided by the other party, and any other documents or items of a confidential nature belonging to the other party), together with all copies of such material in the other's possession or control.

Partner and Wiley acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information. Also, all matters of dispute may be first amicably resolved between the Partner and Wiley via discussion.

This confidentiality obligation shall not apply to Information that (a) is generally available to the public at the time of disclosure, or (b) the recipient can show by dated written records was in its possession at the time of disclosure or was acquired by the recipient from a third party who, at the time of such acquisition, was entitled to possession of such Information and was not under an obligation of secrecy.

If the recipient of any Information or anyone to whom the recipient discloses Information pursuant to this Agreement becomes legally compelled to disclose any Information received from the other party or derived from Information received from the other party, the recipient will provide the disclosing party with prompt notice thereof so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the recipient will furnish only that portion of the Information, which is legally required and will use its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Information.

The terms of this Agreement shall remain confidential between Wiley and Partner herein and are not to be disclosed to any third party.



Krishna



VII. Ownership of Materials:

Wiley warrants to Partner that it has secured the rights to all materials it makes available from its side. Wiley shall maintain its ownership and other rights in the materials it provides only. Wiley or its successor in interest is the owner and sole copyright holder of the Wiley Product(s) (i.e., products provided by Wiley) and all versions, editions, extensions and derivative works of Wiley Product(s). No change of ownership, lease, rental, bailment, license or similar arrangement is intended or to be implied by this Agreement.

Partner acknowledges and agrees that Wiley is the holder of all Intellectual Property rights related to products provided from Wiley side only, i.e., Wiley, Wiley Online Training, and all Wiley Products, in print and electronic form.

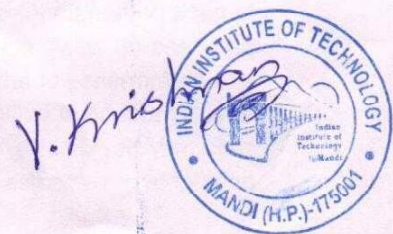
Each party promises, agrees and undertakes that it shall promptly notify the other party in writing if it discovers or comes to know of any violation/infringement of copyrights, trademarks and other intellectual property rights of the owning party by third parties. On finding out/coming to know of any such violation/infringement of copyrights, trademarks and other intellectual property rights of the owning party by third parties, both parties shall take appropriate corrective steps (to the extent possible) immediately to protect and safeguard the copyrights, trademarks and other intellectual property rights of owning parties from being violated/infringed.

Wiley agrees and acknowledges that any and all of the copyrights and other intellectual property rights subsisting in or used in connection with any content, whether in print or electronic format, which is provided by the Partner in relation to the Courses ("**Partner Content**") is and shall remain the sole and exclusive property of Partner in perpetuity, both during and after the term of this Agreement. Wiley acknowledges that it acquires no rights, title and interest in any Partner Content, including no right to register any trademarks, copyrights and other intellectual property rights comprised in such Partner Content. The Partner may use Content exclusively produced by the Partner outside of this agreement with prior notification to Wiley provided such content is not produced using any of the Wiley resources/materials/ online products.

VIII. Representations & Warranties:

Each Party represents to the other as follows:-

- (a) It has full power, capacity and authority to execute, deliver and perform this Agreement and it has taken all necessary actions (corporate, statutory or otherwise), to execute, deliver, perform and authorise the execution, delivery and performance of this Agreement and that it is fully empowered to enter into and execute this Agreement, as well as perform all its obligations hereunder.
- (b) Neither the making of this Agreement, nor compliance with its terms will be in conflict with or result in the breach of or constitute a default or require any consent under:-
 - (i) any provision of any agreement or other instrument to which such Party is a party or by which it is bound;
 - (ii) any judgement, injunction, order, decree or award which is binding upon such Party; and/or
 - (iii) such Party's memorandum and/or articles of association and/or other incorporation documents.



The Partner warrants and represents that:

- (a) with respect to any material used by the Partner in connection with the Courses or Wiley Products or the promotion thereof, the Partner represents and warrants that such material contains no libellous or unlawful material, contains no instructions that may cause harm or injury and does not infringe upon or violate the privacy, patent, copyright, trademark, trade secrets or other right of others;

IX. Indemnity:

Both parties agree to indemnify and hold each other and their parent bodies, companies, affiliates, subsidiaries, and their respective officers, directors, agents, and employees harmless for any damages, claims, losses, liabilities, obligations, deficiencies, judgments, actions, suits, proceedings, arbitrations, assessments, costs and expenses (including attorney's fees) related to this Agreement arising out of the breach of any representation, warranty and/or covenant or term made by it in this Agreement, any breach of the Agreement generally, or for non-fulfilment of its obligations under law or to any third party.

Both parties agree to defend, indemnify and hold the other party, and its affiliates, subsidiaries, and their respective officers, directors, agents, and employees harmless for any damages, claims, or losses (including attorney's fees) arising from any allegation that each other's products infringe any third-party rights when used as authorized hereunder.

X. Notices:

Any notice to be given to Partner or Wiley under the terms of this Agreement may be delivered either personally or by Speed Post, Registered Post, E-mail or by any other form of electronic communication. The address for service of notice would be as follows:

- For IIT Mandi
Kamand Campus, VPO Kamand, District Mandi, Himachal Pradesh, India – 175075
E-Mail:- director@iitmandi.ac.in

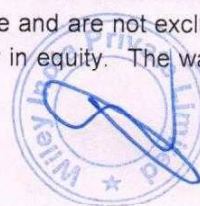
- For Wiley India Pvt. Limited
4436/7, Ansari Road, Daryaganj, New Delhi –110002
E-Mail:- vgupta@wiley.com

XI. Severability:

The unenforceability or invalidity of any provision or provisions of this Agreement as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other provisions or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

XII. Amendments and Waivers:

The parties may, by mutual agreement, amend this Agreement in any respect, and any party, as to such party, may (i) extend the time for the performance of any of the obligations of the other party and (ii) waive compliance by the other party with any of the agreements contained herein and performance of any obligations by the other party. To be effective, any such amendment or waiver must be in writing and be signed by the party providing such waiver or extension, as the case may be. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies, which any party may otherwise have at law or in equity. The waiver by



any party hereto of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach, whether or not similar.

XIII. Entire Agreement:

The terms and conditions set forth in this Agreement shall constitute the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein and no party shall be bounded by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

All amendments must be authorized and agreed to in writing by the parties.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument. Furthermore, the parties agree that all faxed / emailed signatures shall constitute a valid signature as if it were an original copy.

XIV. Force Majeure

No party shall be liable to any other party under this Agreement for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from any cause(s) beyond such party's reasonable control, including labor disputes, strikes, acts of God, floods, fire, lightning, utility or communications failures, earthquakes, vandalism, war, acts of terrorism, riots, insurrections, embargoes, hacking, pandemic, epidemic or laws, regulations or orders of any governmental entity.

XV. Assignment

This Agreement is personal to the parties and, except for the right to receive monies; neither this Agreement nor any of the obligations assumed by the parties may be assigned or delegated without the prior written consent of the non-requesting party. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

XVI. Governing Law & Jurisdiction:

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be subject to and governed by the laws of India within the State of Delhi under the exclusive jurisdiction of the Delhi High Court and the Courts subordinate to it. The parties hereby agree to submit to the exclusive jurisdiction of the competent Courts at Delhi only.

XVII. Limitations of Liability:

Both parties shall neither be responsible nor be liable to each other for special, incidental, exemplary or punitive damages, including without limitation any damages resulting from loss of use, loss of profits, or loss of business arising out of or in connection with this Agreement, whether or not each party has been advised of the possibility of such damages. Both parties provide no warranty as to student outcomes or the suitability or alignment of the Wiley or Partner Products to each other's curriculum.

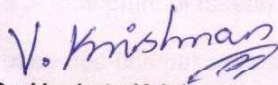


IN WITNESS WHEREOF the Parties hereto have set their respective hands on this Agreement on the Effective Date first here-in-above written in the presence of the following witnesses.

WE AGREE TO ALL THE ABOVE TERMS AND CONDITIONS.

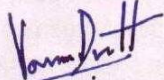

Mr. Vikas Gupta
Managing Director
Wiley India Private Limited

Witness name and Signature


Dr. Venkata Krishnan
Dean (SRIC & IR)
Indian Institute of Technology, Mandi

Dean SRIC
IIT Mandi
Kamand - 175005,
H.P., India

Witness name and Signature


(Dr. Vanun Dutt)

