



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into on this 13th day of December 2023 ("Effective Date"), by and between:

90Heal (Still I Rise Technologies Private Limited), a company incorporated under the laws of India, having its registered office at T-Hub Phase 2, 20, Inorbit Mall Rd, Vittal Rao Nagar, Madhapur, Hyderabad, Telangana-500081, represented by **Mr. Kiran Kolluru (Chief Executive Officer)** (hereinafter referred to as the "**First Party**" or "**90Heal**", which expression shall, unless repugnant to the subject or context, shall mean and include its successors, representatives, and assigns) of the **FIRST PART**;

AND

J.B. Institute of Engineering and Technology, an educational institution incorporated under the laws of India, having its campus at Amdapur X Road, Yenkapally, Moinabad Ranga Reddy, Telangana State - 500075, represented by **Dr. P.C. Krishnamachary (Principal)** (hereinafter referred to as the "**Second Party**" or "**Educational Institution**", which term shall, unless repugnant to the subject or context, shall mean and include its successors, representatives, and assigns) of the **OTHER PART**.

90Heal and the Educational Institution shall hereinafter individually be referred to as "**Party**", and collectively as "**Parties**".

WHEREAS:

- A. 90Heal is engaged in the business of providing on-demand end to end student mental wellness improvement software to its clients - primarily in the areas of academic stress, exam anxiety and career anxiety through its Artificial Generative Intelligence (AGI) solution. 90Heal also aims to address Parental Pressure, Peer Pressure, Attention Deficit, Relationship Stress, Procrastination, Time Management, and other such primary areas of stress.
- B. The Educational Institution is engaged in of imparting technical (engineering) and professional education of very high standards to mold young learners into globally competitive professionals who are professionally deft, intellectually adept, and socially responsible.
- C. 90Heal is desirous of empowering college students with software tools and features (like learning techniques applied to actual syllabus, mock technical exams, chatbots and mock technical interviews) designed from scientifically proven models, to improve their mental wellness in 3 steps ("**Objective**"):
 - Identification of mental wellness condition.
 - Improvement of the same through daily activities.
 - Tracking overall progress.
- D. 90Heal has developed an Artificial Generative Intelligence framework for achieving above mentioned objective, including mobile applications for students and analytics dashboard for college administration, which it intends to launch in various educational institutions and universities through '90Heal' brand, and in this regard, 90Heal and the Educational Institution are desirous of collaborating with each other to implement the aforementioned mental wellness software framework with an intention to develop mentally healthy professionals and a platform for students imparting life skills ("**Purpose**").
- E. The Parties now intend to enter this MoU to set out the terms and conditions governing the engagement between the Parties.

K. Kiran Kumar



NOW THEREFORE, IN CONSIDERATION OF THE AFORESAID AND THE MUTUAL PROMISES AND GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY MUTUALLY ACKNOWLEDGED BY THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. ENGAGEMENT:

- The Parties agree and acknowledge that 90Heal and the Educational Institution are entering into this MoU for the Purpose on a non-exclusive basis.
- The Educational Institution shall provide one-time physical access to students for installation and demonstration of 90Heal mobile application.
- The Parties shall discuss and finalize the implementation schedule in a phased manner for all students - first, second, third and fourth year students across all branches.
- In the first phase, 90Heal shall implement its framework for 2nd year - 1st semester students across all branches, after their mid-semester exams.
- 90Heal shall provide analytics dashboard access to college administration for tracking student progress.
- Educational Institution shall provide a Special Point of Contact in administrative staff, during implementation and thereafter for smooth functioning.
- The application framework shall be valid for a duration of one year from the date of implementation. Educational institutions shall renew the validity of framework after one year, if decide to continue.
- 90Heal shall provide one dedicated resource during implementation and post-implementation support.
- The Educational Institute shall raise any escalations to 90Heal's Chief Technology Officer, during implementation and post-implementation support.

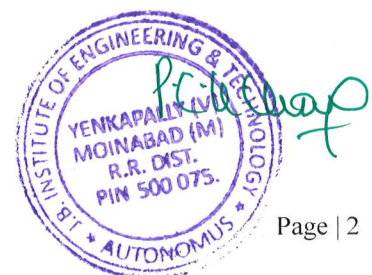
2. OBLIGATIONS:

- The Parties agree and acknowledge that 90Heal will conduct demonstration/implementation during student on-boarding. Further, 90Heal shall provide application updates and/or enhancements in due course.
- The Educational Institution shall provide physical access to students during the on-boarding period. Also, the Educational Institute shall provide a dedicated resource in college administration for smooth functioning.
- The Parties agree that further obligations and responsibilities pertaining to the Purpose will be laid down as mutually agreed between the Parties, if any.

3. CONFIDENTIALITY:

- Parties acknowledge that for the purposes of this MoU, Confidential Information terms are as below.
- 90Heal is an anonymous application and does not store actual client details in transactional data.
- 90Heal reserves the right to use the transactional data for refining the application and for researching purposes.
- Educational Institute shall have access to analytics dashboard for cumulative metrics, and NOT individual student metrics.

K. Kiran Kumar



4. REPRESENTATIONS AND WARRANTIES:

Each Party hereby represent and warrant that:

- It has the full power, right and authority to execute this MoU and perform its obligations.
- It has obtained all necessary approvals, consents, sanctions, or authorizations required to enter and perform this MoU and no other approvals, consents, sanctions or authorizations of any regulatory authority or any other person are required to be obtained by it for the execution, delivery, and performance of this MoU.
- The execution, delivery and performance of this MoU does not constitute a breach of applicable laws, its charter documents or any agreement, arrangement or understanding, oral or written, entered by it with any third party.
- It has executed and delivered this MoU as its free and voluntary act after having determined that the provisions contained herein are of benefit to each Party and that the duties and obligations imposed on the Parties are fair and reasonable.
- It shall not do, cause, or authorize to be done anything, which will or may impair, damage or be detrimental to the rights, reputation and goodwill associated with the other Party, business of the other Party and/or the intellectual property rights of the other Party.

5. LIMITATION OF LIABILITY:

90Heal shall not be liable with respect to any subject matter of this MoU under any contract, negligence, strict liability, or other theory for any indirect, incidental, special, exemplary, or consequential damages.

6. TERM, RENEWAL & TERMINATION:

- This MoU shall come into force and become effective from the Effective Date and shall be valid for a period of 1 year from the Effective Date, unless terminated by mutual consent. The Term of this MoU may be further extended by the Parties after one year from the Effective Date.
- Either Party may terminate this MoU at any time, for any reason, by providing prior written notice of 60 days to the other Party.

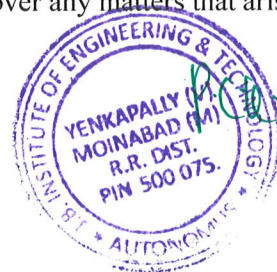
7. ASSIGNMENT:

The Parties hereby agree and acknowledge that its rights, interest, and obligations under this MoU cannot be assigned to any third-party except with the express prior written consent of the counterparty.

8. DISPUTE RESOLUTION AND JURISDICTION:

- Any disputes arising out of or in connection with this MoU shall be settled amicably. In the event the dispute is not settled within thirty (30) days of the date the dispute arises, the same shall finally be settled and determined by arbitration in accordance with the rules and regulations of the Arbitration and Conciliation Act, 1996, its re-enactments and amendments thereto. The seat of arbitration shall be Hyderabad, India and the language of arbitration shall be English.
- This MoU shall be governed by and construed in accordance with the laws of India and the courts at Hyderabad, India shall have exclusive jurisdiction over any matters that arises out of this MoU only to the extent permissible by law.

K. Kiron Kumar



9. AMENDMENT:

No change, modification, or termination of any of the terms, provisions, or conditions of this MoU shall be effective unless made in writing and signed by all signatories to this MoU.

10. ENTIRE MOU:

The provisions of this MoU, if any, include the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, representations, or agreement either written or oral between the Parties.

11. NOTICES:

All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or mailed or by electronic mail to the Parties at the following addresses and email ids:

- If to 90Heal:
Attention : Kiran Kolluru
Address : T-Hub Phase 2, 20, Inorbit Mall Rd, Vittal Rao Nagar,
Madhapur, Hyderabad, Telangana-500081
Email Id : kiran@90Heal.com
- If to Educational Institution:
Attention : Dr. P.C. Krishnamachary
Address : Amdapur X Road, Yenkapally, Moinabad Ranga Reddy,
Telangana State - 500075
Email Id : principal@jbiet.edu.in

Any change in the address of either Party shall be notified to the other Party in the same manner as mentioned hereinabove, within five (05) days from the date of such change in address.

12. SEVERABILITY:

If any paragraph, sub-paragraph, or provision of this MoU, or the application of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this MoU, and the application of such paragraph, sub- paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid, shall not be affected.

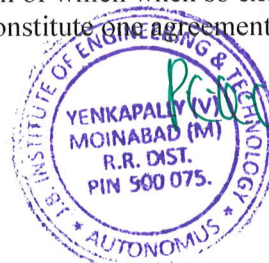
13. WAIVER:

No waiver by either Party of any breach of this MoU shall be a waiver of any preceding or succeeding breach. No waiver by either Party of any right under this MoU shall be construed as a waiver of any other right. Both the Parties shall not be required to give notice to enforce strict adherence to all the terms of this MoU.

14. COUNTERPARTS:

This MoU may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original; such counterparts together shall constitute one agreement.

K. Kiran Kumar



15. FINANCIAL COMMITMENT

Nothing in this MoU shall be deemed a commitment or obligation of funds from either party. Financial implication, if any, for carrying out any activity shall be negotiated and agreed upon in writing by the Parties

IN WITNESS WHEREOF, the Parties hereto have executed this MoU as of the Effective Date.

90Heal (Still I Rise) Technologies Private Limited

KIRAN KOLLURU

Signature:



Name: Kiran Kolluru

Designation: Chief Executive Officer

Date: 13/12/2023

Witness 1:



Name: Sumalatha Naredla
Date: 13/12/2023

J.B. Institute of Engineering and Technology

Signature:



Name: Dr. P. C. Krishnamachary

Designation: Principal

Date: 13/12/2023

Witness 2:



Name: Md. Asif
Date: 13/12/2023

